

Order Form

CALL-OFF REFERENCE: C311378

THE BUYER: Kings College Hospital NHS Foundation Trust

BUYER ADDRESS: Denmark Hill, London, SE5 9RS

THE SUPPLIER: PricewaterhouseCoopers LLP

SUPPLIER ADDRESS: 1 Embankment Place, London, WC2N 6RH

REGISTRATION NUMBER: OC303525

DUNS NUMBER: 73-336-7952

SID4GOV ID: SQ-XTSV59U/1

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 12th November 2024. It is issued under Framework Contract with reference number RM6187 for the provision of management consultancy services.

CALL-OFF LOT(S): 4 - FINANCE

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and cannot be used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6187
3. The following Schedules in equal order of precedence:

Framework Schedules

- RM6187 Framework Schedule 3 (Framework Prices)

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions)
- 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

- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 20 (Specification)

4. CCS Core Terms

5. Joint Schedule 5 (Corporate Social Responsibility)

Supplier terms are not part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

Call-off special terms

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is

- (i) specified in this Contract or*
- (ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements*

Call-off start date: 4th November 2024

Call-off expiry date: 13th January 2025

Call-off deliverables:

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

Security

See details in Call-Off Schedule 9 (Security)

Short form security requirements apply

Maximum liability

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

The Estimated Year 1 Charges used to calculate liability in the first contract year are:

£146,300 (ex-VAT) Estimated Charges of the Contract.

Call-off charges

See details in Call-Off schedule 5 (Pricing Details)

Call off charges are based on the rate card below and estimated days per grade.

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

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

- Specific Change in Law

Reimbursable expenses

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

Payment method

BACS

- No fees will be paid upfront

Buyer's invoice address

Kings College Hospital
Email: kch-tr.e-Invoicing@nhs.net
Finance Department (Accounts Payable)
King's College Hospital NHS Foundation Trust
Denmark Hill
London
SE5 9NY

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives apply to this Call-Off Contract.

Buyer's authorised representative

Roy Clarke
Chief Financial Officer
Kings College Hospital
Email: roy.clarke@nhs.net
Denmark Hill, London, SE5 9RS

Buyer's security policy

The Supplier shall ensure that the services at all times comply with the relevant security policy of the Buyer, including:

- KCH Data Centre Access Policy and Procedure
- KCH Information Systems Security Policy

Supplier's authorised representative

Name: Nick Lane
Dept: PwC - Lead Advisory
Email: nicholas.lane@pwc.com
Address: 7 More London Pl, London SE1 2RT

Supplier's contract manager

Name: Dan Whittle
Dept: PwC - Lead Advisory
Email: daniel.j.whittle@pwc.com
Address: 7 More London Pl, London SE1 2RT

Progress report frequency

Weekly

Progress meeting frequency

Weekly

Key staff

Suppliers authorised representative and contract manager as above.

Key subcontractor(s)

Not applicable

Commercially sensitive information

The following information shall be deemed Commercially Sensitive Information:

- any information relating to the Supplier's fee rates, its methodology for providing the services in question and any personal data provided by the Supplier including the CVs of the Staff engaged in the provision of the Services;
- any information falling within the definition of "Supplier's Confidential Information".

Service credits

N/A

Buyer's environmental and social value policy

Available online at: <https://www.kch.nhs.uk/about/our-strategy/kings-green-plan/>


Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

For and on behalf of the Supplier:

Supplier's Signature:

Signed by:

536E08799FA1488...

Full Name: Nicholas Lane

Job Title/Role: Managing Director

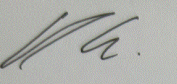
Name: Nick Lane
Date Signed: 13/11/2024

Role: PwC Engagement Leader

Date:

For and on behalf of the Buyer:

Buyer's Signature:

Signed by:

7F7A9D4B04884C5...

Full Name: Roy Clarke

Job Title/Role: CFO

Date Signed: 14.11.24

Name: Roy Clarke

Role: Chief Financial Officer

Date:

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

1. Introduction

The purpose of this review is to evaluate the strategic direction, governance, and operational effectiveness of King's College Hospital NHS Foundation Trust's ('KCH') subsidiaries: KCH Commercial Services Limited ('KCS'), KCH Management Limited ('KCHM'), and KCH Interventional Facilities Management LLP ('KFM').

With changes in Trust leadership and evolving financial pressures, the review aims to ensure the subsidiaries are aligned with the Trust's objectives and are delivering expected benefits.

2. Objectives

- Assess the strategic alignment of KCS, KCHM, and KFM with the Trust's vision, values, and goals.
- Evaluate the governance and oversight mechanisms to ensure they provide the necessary assurance to the Trust Board.
- Review the financial performance, cost-effectiveness, and value delivered by each subsidiary.
- Identify opportunities for operational improvements and strategic realignments.

3. Scope

The review will cover:

- **Governance and Strategic Alignment:** Analysing the subsidiaries' alignment with the Trust's strategic objectives and any recent changes.
- **Financial Performance:** Reviewing the financial sustainability of the subsidiaries, including the realisation of projected savings and income.
- **Operational Effectiveness:** Evaluating whether the current operating models deliver the intended operational and service benefits.
- **Risk Management and Compliance:** Assessing how risks are managed, with particular focus on compliance with HMRC rules regarding VAT benefits.
- **Stakeholder Engagement:** Understanding stakeholder perceptions, including board members, clinical staff, and service delivery teams.
- **Benchmarking and Alternative Models:** Comparing the subsidiaries with similar NHS organisations (based on ERIC data and other available benchmarks) and exploring potential restructuring options.

4. Approach and Methodology

The review will be conducted in four phases:

1. Pre-Mobilisation and Data Gathering (Weeks 1-2)

- Desktop review of business cases, financial documents, and governance structures.
- Development of a review framework outlining evaluation criteria and success indicators.
- Trust review and sign off of the proposed review framework and evaluation criteria/success indicators.

2. Stakeholder Interviews and Analysis (Weeks 3-5)

- Interviews with key stakeholders, including subsidiary representatives, Trust executives, and service delivery staff.
- In-depth analysis of financial and operational data.

3. Draft Recommendations (Weeks 6-7)

- Consolidation of findings and development of a draft recommendations report.
- Presentation of initial findings to the Trust for feedback.

4. Final Reporting (Week 8)

- Finalisation of the recommendations report, incorporating feedback.
- Presentation to the Trust Board, including key findings and actionable recommendations.

5. Deliverables

The Supplier will be required to deliver the following:

- **Review Framework:** A detailed framework for evaluating the subsidiaries, including metrics and assessment criteria.
- **Draft Recommendations Report:** Summary of key findings and preliminary recommendations.
- **Final Recommendations Report:** Comprehensive report detailing the performance evaluation, governance assessment, and strategic options for the subsidiaries.
- **Presentation to Trust Board:** PowerPoint presentation summarising key findings, recommendations, and next steps.

6. Timeline

- **Weeks 1-2:** Pre-mobilization, desktop review, and development of the evaluation framework.
- **Weeks 3-5:** Stakeholder interviews and detailed analysis.
- **Weeks 6-7:** Draft report preparation and presentation of findings.
- **Week 8:** Finalisation of the report and presentation to the Trust Board.

7. Team Composition

The Supplier will provide a team with relevant expertise in NHS governance, financial analysis, and operational management. The team should include:

| Grade | Days |
|--------------------|------|
| Partner | 2 |
| Director | 5 |
| Associate Director | 16 |
| Manager | 8 |
| Manager | 16 |
| Manager | 8 |
| Consultant | 24 |
| Director | 3 |
| Associate Director | 4 |

8. Budget

This engagement is estimated to require circa ~ £146,300 excluding VAT and is deemed necessary for the successful completion of the review.

9. Additional Considerations

- The Supplier should remain flexible to accommodate any changes in scope or timescales. Any material changes in scope will be subject to a contract variation agreed between the Buyer and the Supplier.
- The review should be conducted discreetly, minimising disruptions to day-to-day operations.
- The Supplier must maintain strict confidentiality regarding all sensitive information.

Buyer Responsibilities

The Buyer shall provide the Supplier with such information and assistance as the Supplier may reasonably require from time to time to provide the Services which will include access to the Buyer's premises and staff. Any information provided by the Buyer shall be accurate, complete and not misleading and will not infringe the intellectual property rights of any third party. The Supplier shall not be liable for any delay or other consequences resulting from the Buyer's failure to provide such information and assistance or to comply with its other obligations under this Call Off Contract.

The Supplier's ability to perform the services is dependent upon the Buyer fulfilling its responsibilities, which include:

- timely access to key stakeholders to enable Stakeholder Interviews and Analysis to be undertaken;

- timely provision of information (per the shared Request for Information during mobilisation);
- providing oversight of our services by your senior management team (DCFO) or such other individuals that possess the requisite suitable skill, knowledge, and/or experience; and
- the ownership of deliverables (schedule 20 – buyers responsibilities), their review, approval and risk management.

Project Assumptions

The Buyer agrees that the scope of Services set out in Call-Off Schedule 20 of this Order Form adequately reflects its requirements and addresses the mandatory requirements of Framework Schedule 1. The Supplier shall not be required to provide any services that are not expressly set out in this Order Form.

Call-Off Schedule 5 (Pricing Details)

This engagement is estimated to require circa ~ £146,300 excluding VAT and is deemed necessary for the successful completion of the review.

| Grade | Rate | Estimated days | Total |
|--------------------|--------|----------------|----------|
| Partner | £2,990 | 2 | £5,980 |
| Director | £2,500 | 8 | £20,000 |
| Associate Director | £1,840 | 20 | £36,800 |
| Manager | £1,590 | 32 | £50,880 |
| Consultant | £1,360 | 24 | £32,640 |
| Total (Ex VAT) | | | £146,300 |

Joint Schedule 1 (Definitions)

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

to (as it has effect from time to time):

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

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

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

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

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| "Achieve" | in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue 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; |
| "Affiliates" | in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time; |
| "Annex" | extra information which supports a Schedule; |
| "Approval" | the prior written consent of the Buyer and " Approve " and " Approved " shall be construed accordingly; |
| "Audit" | the Relevant Authority's right to: <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 |

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| | <p>proposed or actual variations to them in accordance with the Contract);</p> <p>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;</p> <p>c) verify the Open Book Data;</p> <p>d) verify the Supplier's and each Subcontractor's compliance with the applicable Law;</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>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;</p> <p>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources;</p> <p>k) verify the accuracy and completeness of any:</p> <p>(i) Management Information delivered or required by the Framework Contract; or</p> <p>(ii) Financial Report and compliance with Financial Transparency Objectives as specified by the Buyer in the Order Form;</p> |
| "Auditor" | <p>a) the Buyer's internal and external auditors;</p> <p>b) the Buyer's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> |

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| | <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p> |
| "Authority" | CCS and each Buyer; |
| "Authority Cause" | any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier; |
| "BACS" | the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom; |
| "Beneficiary" | a Party having (or claiming to have) the benefit of an indemnity under this Contract; |
| "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); |
| "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" | such period or periods beyond which the Call-Off Initial Period may |

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| "Period" | 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" | <p>a body listed in one of the following subcategories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency; |
| "Change in Law" | any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date; |
| "Change of Control" | a change of control 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; |
| "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 |

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| | disadvantage or material financial loss; |
| "Comparable Supply" | the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables; |
| "Compliance Officer" | the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations; |
| "Confidential Information" | means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as " confidential ") or which ought reasonably to be considered to be confidential; |
| "Conflict of Interest" | a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS; |
| "Contract" | either the Framework Contract or the Call-Off Contract, as the context requires; |
| "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 GDPR; |
| "Core Terms" | CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts; |
| "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; |

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| | <ul style="list-style-type: none"> iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) workplace accommodation; viii) workplace 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); |
| "CRTPA" | the Contract Rights of Third Parties Act 1999; |
| "Data Protection Impact Assessment" | an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data; |
| "Data Protection" | the GDPR, the LED and any applicable national implementing |

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| Legislation" | Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy; |
| "Data Protection Liability Cap" | the amount specified in the Framework Award Form; |
| "Data Protection Officer" | has the meaning given to it in the GDPR; |
| "Data Subject" | has the meaning given to it in the GDPR; |
| "Data Subject Access Request" | a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data; |
| "Deductions" | all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract; |
| "Default" | any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising 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); |

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| "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> <ul style="list-style-type: none"> a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables b) is required by the Supplier in order to provide the Deliverables; and/or c) has been or shall be generated for the purpose of providing the Deliverables; |
| "DOTAS" | the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on 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 |

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| | other Regulations implementing the European Council Directive 77/187/EEC; |
| "End Date" | the earlier of: a) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract; |
| "Environmental Policy" | to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer; |
| "Equality and Human Rights Commission" | the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time; |
| "Estimated Year 1 Charges" | the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form; |

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| "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 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: a) eligible to use the Framework Contract; and b) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of: i) the Regulations; ii) the Concession Contracts Regulations 2016 (SI 2016/273); iii) the Utilities Contracts Regulations 2016 (SI 2016/274); iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848); v) the Remedies Directive (2007/66/EC); |

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| | <p>vi) Directive 2014/23/EU of the European Parliament and Council;</p> <p>vii) Directive 2014/24/EU of the European Parliament and Council;</p> <p>viii) Directive 2014/25/EU of the European Parliament and Council; or</p> <p>ix) 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; |

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| "Existing IPR" | any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise); |
| "Exit Day" | shall have the meaning in the European Union (Withdrawal) Act 2018; |
| "Expiry Date" | the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates); |
| "Extension Period" | the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates; |
| "Financial Reports" | <p>a report by the Supplier to the Buyer that:</p> <p>(a) provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;</p> <p>(b) provides detail a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Buyer);</p> <p>(c) 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>(d) is certified by the Supplier's Chief Financial Officer or Director of Finance;</p> |
| "Financial" | a reasonably skilled and experienced member of the Supplier |

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| Representative” | 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; |
| “Financial Transparency Objectives” | <p>(a) 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>(b) 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>(c) 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>(d) the Parties being able to review, address issues with and re-forecast progress in relation to the provision of the Services;</p> <p>(e) the Parties challenging each other with ideas for efficiency and improvements; and</p> <p>(f) enabling the Buyer to demonstrate that it is achieving value for money for the taxpayer relative to current market prices;</p> |
| "FOIA" | the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation; |
| "Force Majeure Event" | <p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by the Affected Party, including:</p> <ul style="list-style-type: none"> a) riots, civil commotion, war or armed conflict; b) acts of terrorism; c) acts of a Central Government Body, local government or regulatory bodies; d) fire, flood, storm or earthquake or other natural disaster, <p>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;</p> |
| "Force Majeure" | a written notice served by the Affected Party on the other Party |

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| "Notice" | 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 OJEU Notice; |
| "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); |
| "GDPR" | the General Data Protection Regulation (Regulation (EU) 2016/679); |
| "General Anti-Abuse Rule" | <p>e) the legislation in Part 5 of the Finance Act 2013 and; and</p> <p>f) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;</p> |
| "General Change in Law" | a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply; |
| "Goods" | goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as |

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| | specified in the Order Form ; |
| "Good Industry Practice" | standards, practises, 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; |
| "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"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practises of |

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| | <p>either Party;</p> <p>d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</p> <p>e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</p> |
| "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; |
| "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</p> |

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| | <p>companies or the solvent reconstruction of that person;</p> <p>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p> |
| "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>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are</p> |

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| | <p>capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p> |
| "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" | <p>the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at:</p> <p>https://www.gov.uk/guidance/ir35-find-out-if-it-applies;</p> |
| "Joint Controller Agreement" | the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>); |
| "Joint Controllers" | where two or more Controllers jointly determine the purposes and means of Processing; |
| "Key Staff" | the individuals (if any) identified as such in the Order Form; |
| "Key Sub-Contract" | each Sub-Contract with a Key Subcontractor; |
| "Key Subcontractor" | <p>any Subcontractor:</p> <ul style="list-style-type: none"> a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract, <p>and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;</p> |

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| "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, judgement of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply; |
| "LED" | Law Enforcement Directive (Directive (EU) 2016/680); |
| "Losses" | all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgement, 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"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date (including where a declaration of no business should have been filed); |
| "MI Report" | means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information); |
| "MI Reporting Template" | means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority; |
| "Milestone" | an event or task described in the Implementation Plan; |
| "Milestone Date" | the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved; |

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| "Month" | a calendar month and "Monthly" shall be interpreted accordingly; |
| "National Insurance" | contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004); |
| "New IPR" | <p>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> <p>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> |
| "Occasion of Tax Non-Compliance" | <p>where:</p> <ul style="list-style-type: none"> a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> 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 b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion; |

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| <p>"Open Book Data"</p> | <p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> a) the Supplier's Costs broken down against each 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; b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> iii) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; iv) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade; v) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and vi) Reimbursable Expenses, if allowed under the Order Form; c) Overheads; d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables; e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis; f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier; g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and h) the actual Costs profile for each Service Period; |
| <p>"Order"</p> | <p>means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;</p> |
| <p>"Order Form"</p> | <p>a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;</p> |

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| "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"; |
| "Parliament" | takes its natural meaning as interpreted by Law; |
| "Party" | in the context of the Framework Contract, CCS or the Supplier, and in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits; |
| "Performance Indicators" or "PIs" | the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management); |
| "Personal Data" | has the meaning given to it in the GDPR; |
| "Personal Data Breach" | has the meaning given to it in the 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 GDPR; |
| "Processor" | has the meaning given to it in the GDPR; |
| "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; |
| "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; |

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| “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>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <p>vii) induce that person to perform improperly a relevant function or activity; or</p> <p>viii) reward that person for improper performance of a relevant function or activity;</p> <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <p>ix) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p> <p>x) under legislation or common law concerning fraudulent acts; or</p> <p>xi) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</p> <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p> |
| “Protective Measures” | appropriate technical and organisational measures which may include: pseudonymisation 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. |
| “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" | a) the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan) |

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| | <p>which shall include:</p> <ul style="list-style-type: none"> b) full details of the Default that has occurred, including a root cause analysis; c) the actual or anticipated effect of the Default; and d) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable); |
| "Rectification Plan Process" | the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process); |
| "Regulations" | the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires); |
| "Reimbursable Expenses" | <p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none"> a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agreed in advance in writing; and 1 subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed; |
| "Relevant Authority" | the Authority which is party to the Contract to which a right or obligation is owed, as the context requires; |
| "Relevant Authority's Confidential Information" | <ul style="list-style-type: none"> a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR); b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and <p>information derived from any of the above;</p> |
| "Relevant" | all applicable Law relating to bribery, corruption and fraud, |

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| "Requirements" | 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 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; |
| "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 Levels" | any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 |

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| | (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule); |
| "Service Period" | has the meaning given to it in the Order Form; |
| "Services" | services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form; |
| "Service Transfer" | any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor; |
| "Service Transfer Date" | the date of a Service Transfer; |
| "Sites" | any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; c) those premises at which any Supplier Equipment or any part of the Supplier System 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; |
| "Standards" | any: <ul style="list-style-type: none"> a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and |

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| | <p>ordinarily be expected to comply with;</p> <p>b) standards detailed in the specification in Schedule 1 (Specification);</p> <p>c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;</p> <p>d) 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>a) provides the Deliverables (or any part of them);</p> <p>b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</p> <p>c) 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; |
| "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" | <p>a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</p> <p>b) any other information clearly designated as being</p> |

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| | <p>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>c) 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>a) Achieve a Milestone by its Milestone Date;</p> <p>b) provide the Goods and/or Services in accordance with the Service Levels ; and/or</p> <p>c) comply with an obligation under a Contract;</p> |
| "Supplier Profit" | in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period; |
| "Supplier Profit Margin" | in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage; |
| "Supplier Staff" | all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract; |
| "Supporting Documentation" | sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable; |
| "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 |

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| | 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" | a plan: <ul style="list-style-type: none"> a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones; |
| "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" | the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – <ul style="list-style-type: none"> (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 (ii) Commercially Sensitive Information; |
| "Transparency Reports" | the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports); |
| "Variation" | any change to a Contract; |
| "Variation Form" | the form set out in Joint Schedule 2 (Variation Form); |
| "Variation Procedure" | the procedure set out in Clause 24 (Changing the contract); |
| "VAT" | value added tax in accordance with the provisions of the Value Added Tax Act 1994; |
| "VCSE" | a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives; |
| "Worker" | any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of |

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| | 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" | 8.0 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and |
| "Work Hours" | the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks. |

Joint Schedule 2 (Variation Form)

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

| Contract Details | | |
|--|---|-------------------|
| This variation is between: | [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] |

- a) 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 | |

a) Joint Schedule 3 (Insurance Requirements)

a) 1. The insurance you need to have

- i) 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) 1.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
 - 2) the Call-Off Contract Effective Date in respect of the Additional Insurances.
- ii) 1.2 The Insurances shall be:
 - 1) 1.2.1 maintained in accordance with Good Industry Practice;
 - 2) 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;
 - 3) 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 4) 1.2.4 maintained for at least six (6) years after the End Date.
- iii) 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 affecting 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 cooperate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

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

ANNEX: REQUIRED INSURANCES

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

Joint Schedule 4 (Commercially Sensitive Information)

a) What is Commercially Sensitive Information?

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

| No. | Date | Item(s) | Duration of Confidentiality |
|-----|------------|--|-----------------------------|
| | 07/10/2024 | <p>RM6187-Framework-Schedule-6_-Order-Form-and-Call-Off</p> <p>RM6187-Call-Off-Schedule-20_-Specification-</p> <p>RM6187-Framework-Schedule-3_-Framework-Prices-</p> <ul style="list-style-type: none"> • any information relating to the Supplier's fee rates, its methodology for providing the services in question and any personal data provided by the Supplier including the CVs of the Staff engaged in the provision of the Services; • any information falling within the definition of "Supplier's Confidential Information". | 5 years |

Joint Schedule 10 (Rectification Plan)

| Request for [Revised] Rectification Plan | | | |
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| 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] | | |

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|-----------------------|--|-------|--|
| Signed by [CCS/Buyer] | | Date: | |
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Joint Schedule 11 (Processing Data)

Definitions

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

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

Status of the Controller

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

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

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

Where one Party is Controller and the other Party its Processor

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

- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

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

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

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

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

Where the Parties are Joint Controllers of Personal Data

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

Independent Controllers of Personal Data

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the

requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1

(Processing Personal Data).

- 28.** Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 *(Processing Personal Data)*.
- 29.** Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

Annex 1 - 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:

Nick Murphy O'Kane

King's College Hospital NHS Foundation Trust
Denmark Hill
London SE5 9RS
Email: nick.murphy-okane@nhs.net

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

Gary Hickman
Address: 1 Embankment Place, London,
WC2N 6RH
Email: uk_privacy@pwc.com

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 Parties are Independent Controllers of Personal Data</p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</i> <i>In common with most professional service providers, the Supplier ("PwC") uses third party processors to provide certain elements of its IT systems and the support for them. PwC and its third party service processors have host servers</i> |

| | |
|---------------------------------------|---|
| | <p><i>and data centres throughout the world. PwC puts in place contractual arrangements with such processors which comply with data protection law and PwC's strict standards of security and confidentiality. PwC would only transfer personal data outside the UK or European Economic Area ("EEA") to a third party processor in accordance with data protection law and where it has a lawful basis to do so. Full details of how PwC uses personal data can be found in its privacy notice at: https://www.pwc.co.uk/who-we-are/privacy-statement.html</i></p> <p><i>The Relevant Authority should not provide PwC with personal data unless the Call Off Contract requires the use of it or PwC requests it from the Relevant Authority. In respect of any personal data that the Relevant Authority does share with PwC, the Relevant Authority should ensure that it has necessary authority from relevant data subjects for PwC to use and transfer it in accordance with the Call Off Contract, and that they have been given necessary information regarding its use..</i></p> |
| Duration of the Processing | <i>Duration of this agreement</i> |
| Nature and purposes of the Processing | <p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose might include provision of the services in accordance with Schedule 20.</p> |
| Type of Personal Data | <i>Name, address, date of birth, NI number, telephone number, pay, images.</i> |
| Categories of Data Subject | <i>Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website (KCH and its subsidiaries).</i> |

| | |
|--|--|
| <p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p> | <p><i>To be considered on a case by case basis but usual plan for destruction is the duration of the Call-off Contract plus seven years. Data will be maintained and deleted in accordance with the relevant Controller's record and retention policies.</i></p> |
|--|--|

Annex 2 - Joint Controller Agreement

1. Joint Controller Status and Allocation of Responsibilities

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 3-16 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 18-28 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the [Supplier/Relevant Authority]:

- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
- (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
- (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
- (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Deliverables where consent is the relevant legal basis for that Processing; and
- (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/Relevant Authority's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

2. Undertakings of both Parties

2.1 The Supplier and the Relevant Authority each undertake that they shall:

- (a) report to the other Party every weekly on:
 - (i) the volume of Data Subject Access Request (or purported Data

Subject Access Requests) from Data Subjects (or third parties on their behalf);

- (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
- (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
- (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
- (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Contract during that period;

- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- (e) request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
- (g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:

- (i) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information;
 - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so; and
 - (iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach 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;
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and
- (j) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

3. Data Protection Breach

3.1 Without prejudice to clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:

- (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation; and

- (b) all reasonable assistance, including:
 - (i) cooperation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
 - (ii) cooperation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;
 - (iii) coordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
 - (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

- (a) the nature of the Personal Data Breach;
- (b) the nature of Personal Data affected;
- (c) the categories and number of Data Subjects concerned;
- (d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- (e) measures taken or proposed to be taken to address the Personal Data Breach; and
- (f) describe the likely consequences of the Personal Data Breach.

4. Audit

4.1 The Supplier shall permit:

- (a) the Relevant Authority, or a third-party auditor acting under the Relevant

Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or

- (b) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Deliverables.

4.2 The Relevant Authority may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

5. Impact Assessments

5.1 The Parties shall:

- (a) provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

6. ICO Guidance

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. 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 and/or any relevant Central Government Body.

7. Liabilities for Data Protection Breach

7.1 If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:

- (a) if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the

payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;

- (b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
- (c) if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree to such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (Resolving disputes).

7.2 If either the Relevant Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Losses"):

- (a) if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;
- (b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
- (c) if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.

7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Relevant Authority and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach

and the legal and financial obligations of the Relevant Authority.

8. Termination

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Relevant Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 of the Core Terms (*Ending the contract*).

9. Sub-Processing

9.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

- (a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
- (b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

10. Data Retention

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

Framework Schedule 3 (Framework Prices)

1. How Framework Prices are used to calculate Call-Off Charges

3.1 The Framework Prices:

- 3.1.1 will be used as the basis for the charges (and are maximums that the Supplier may charge) under each Call Off Contract; and
- 3.1.2 cannot be increased except as in accordance with this Schedule.

3.2 The Charges:

- 3.2.1 shall be calculated in accordance with the terms of the Call Off Contract and in particular in accordance with the terms of the Order Form;
- 3.2.2 cannot be increased except as specifically permitted by the Call Off Contract and in particular shall not be subject to Indexation.

4 How Framework Prices are calculated

- 4.1 The pricing mechanisms and prices set out in Annex 1 shall be available for use in calculation of Framework Prices in Call Off Contracts.

5 Costs and expenses

- 5.1 Except as expressly set out in paragraph 4 (Reimbursable Expenses) of this Framework Schedule 3, the Framework Prices shall include all costs and expenses relating to the Services provided to the Buyer and/or the Suppliers performance of its obligations under any Call Off Contracts and no further amounts shall be payable by a Buyer to the Supplier in respect of such performance, including in respect of matters such as:
 - 5.1.1 incidental expenses that the Supplier incurs, including travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs required by the Supplier Personnel, network or data interchange costs or other telecommunications charges; or
 - 5.1.2 any amount for any services provided or costs incurred by the Supplier prior to the commencement date of any Call Off Contract.; or
 - 5.1.3 costs incurred prior to the commencement of any Call Off Contract.

6 Reimbursable expenses

- 6.1 Where Services are to be provided to the Buyer under any Call Off Contract on the basis of Framework Prices submitted by the Supplier to CCS using the Time and Materials pricing mechanism set out in Annex 1, the Supplier shall be

entitled to be reimbursed by the Buyer for Reimbursable Expenses (in addition to being paid the relevant Charges under the respective Call Off Contracts), provided that such Reimbursable Expenses are supported by Supporting Documentation. The Buyer shall provide a copy of their current expenses policy to the Supplier upon request.

7 Other events that allow the Supplier to change the Framework Prices

7.1 The Framework Prices can also be varied (and Annex 1 will be updated accordingly) due to:

- 7.1.1 a Specific Change in Law in accordance with Clause 24;
- 7.1.2 a review in accordance with insurance requirements in Clause 13;
- 7.1.3 a benchmarking review in accordance with Call Off Schedule 16 (Benchmarking); and
- 7.1.4 a request from the Supplier, which it can make at any time, to decrease the Framework Prices.

8 Not Used

9 When you will be reimbursed for travel and subsistence

9.1 Expenses shall only be recoverable where:

- 9.1.1 any of the pricing mechanisms listed in Annex 1 is used; and
- 9.1.2 the Order Form states that recovery is permitted; and
- 9.1.3 they are Reimbursable Expenses and are supported by Supporting Documentation.

9.2 For the purposes of paragraph 7.1 of this Schedule, a “**Time and Materials pricing mechanism**” means a pricing mechanism whereby the Buyer agrees to pay the Supplier based upon the work performed by the Supplier's Staff, and for materials used in the project, no matter how much work is required to complete the project. In the event that a Call-Off Contract uses this pricing mechanism the price shall be based upon the prices detailed in Table 1 of Annex 1 to Framework Schedule 3.

10 Not Used

Annex 1: Rates and Prices

Table 1: Time and Materials

The Supplier (and its Sub-Contractor) shall not be entitled to include any uplift for risks or contingencies within its day rates

The rates below shall not be subject to variation by way of Indexation

| Grade | Day Rate | Days | Total |
|-----------------------|----------|------|----------------|
| Partner | 2,990 | 2 | 5,980 |
| Director | 2,500 | 5 | 12,500 |
| Associate Director | 1,840 | 16 | 29,440 |
| Manager | 1,590 | 8 | 12,720 |
| Manager | 1,590 | 16 | 25,440 |
| Manager | 1,590 | 8 | 12,720 |
| Consultant | 1,360 | 24 | 32,640 |
| Director | 2,500 | 3 | 7,500 |
| Associate Director | 1,840 | 4 | 7,360 |
| Total (Ex VAT) | | | 146,300 |

Table 2: Fixed Prices

The rates of services below shall not be subject to variation by way of Indexation

| Framework Price | Fixed Framework Price (£) |
|----------------------|---------------------------|
| [e.g. fixed price 1] | |
| [e.g. fixed price 2] | |

Table 3: Volume Based Prices

The rates below shall not be subject to variation by way of Indexation

| Framework Price Number | Unit | Number of units per Service Period | Charge per unit (£) |
|-----------------------------|------|------------------------------------|---------------------|
| [e.g. volume based price 1] | | [] - [] | [] |
| | | [] - [] | [] |
| [e.g. volume based price 2] | | [] - [] | [] |
| | | [] - [] | [] |

Table 4: Risk and Reward Prices

The rates below shall not be subject to variation by way of Indexation

| Framework Price | Risk and Reward Framework Price (£) |
|--------------------------------|-------------------------------------|
| [e.g. risk and reward price 1] | |
| [e.g. risk and reward price 2] | |

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:
 - i) make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules);
 - ii) create new Call-Off Schedules;
 - iii) exclude optional template Call-Off Schedules; and/or
 - iv) use Special Terms in the Order Form to add or change terms.

2.5 Each Call-Off Contract:

- a) is a separate Contract from the Framework Contract;
 - b) is between a Supplier and a Buyer;
 - c) includes Core Terms, Schedules and any other changes or items in the completed Order Form; and
 - d) survives the termination of the Framework Contract.
- 2.6 Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order.
- 2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.
- 2.8 The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
- iv) verify the accuracy of the Due Diligence Information; or
 - v) properly perform its own adequate checks.

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

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

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- i) 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);
- ii) to a professional standard;
- iii) using reasonable skill and care;
- iv) using Good Industry Practice;
- v) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;
- vi) on the dates agreed; and
- vii) that comply with Law.

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

3.2 Goods clauses

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

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

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

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

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

3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.

3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

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

3.3 Services clauses

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

4. Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the

Charges in the Order Form.

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

4.3 All Charges and the Management Charge:

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

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

4.5 A Supplier invoice is only valid if it:

- i) includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
- ii) includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
- iii) 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, cooperate with the Buyer to achieve the Financial Transparency Objectives and, to this end, will provide a Financial Report to the Buyer:
 - (i) on or before the Start Date;
 - (ii) at the end of each Contract Year; and
 - (iii) within 6 Months of the end of the Contract Period,

and the Supplier must meet with the Buyer if required within 10 Working Days of the Buyer receiving a Financial Report.

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:

- i) during the Contract Period;
- ii) for 7 years after the End Date or such other date as agreed between the Parties; and
- iii) in accordance with 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 cooperation 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:

- 7.5 the methodology of the review;
- 7.6 the sampling techniques applied;
- 7.7 details of any issues; and
- 7.8 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 carries 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 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:
- i) be appropriately trained and qualified;
 - ii) be vetted using Good Industry Practice and the Security Policy; and
 - iii) comply with all conduct requirements when on the Buyer's Premises.
- 7.2 Where a Buyer decides one of the Supplier's Staff is not suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 If requested, the Supplier must replace any person whose acts or omissions

have caused the Supplier to breach Clause 27.

7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.

7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Rights and protection

8.1 The Supplier warrants and represents that:

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

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

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

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

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

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

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

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

9. Intellectual Property Rights (IPRs)

- 9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:
- p) receive and use the Deliverables; and
 - q) make use of the deliverables provided by a Replacement Supplier.
- 9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
- 9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
- 9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- i) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
 - ii) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 9.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

10. Ending the contract or any subcontract

10.1 Contract Period

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

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

10.2 **Ending the contract without a reason**

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

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

10.3 **Rectification plan process**

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

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

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

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

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

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

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

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

- (a) there is a Supplier Insolvency Event;
- (b) there is a Default that is not corrected in line with an accepted Rectification Plan;
- (c) the Supplier does not provide a Rectification Plan within 10 days of the request;
- (d) there is any material Default of the Contract;
- (e) there is any material Default of any Joint Controller Agreement relating to

- any Contract;
- (f) there is a Default of Clauses 2.10, 6, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
- (g) there is a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management);
- (h) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
- (i) if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or
- (j) the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.

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

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

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

10.5 When the supplier can end the contract

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

10.6 What happens if the contract ends

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

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

handover and re-procurement (including to a Replacement Supplier).

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

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

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

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

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

10.7 Partially ending and suspending the contract

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

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

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

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

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

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

Clause 10.2.

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

10.8 **When subcontracts can be ended**

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

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

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

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

11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is a sum equal to one hundred and twenty five percent (125%) of the Estimated Yearly Charges unless specified in the Call-Off Order Form.

11.3 No Party is liable to the other for:

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

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

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

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

11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the

Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.

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

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

- i) Deductions; and
- ii) any items specified in Clauses 11.5 or 11.6.

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

12. Obeying the law

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

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

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

13. Insurance

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

14. Data protection

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

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

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

- 14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
- 14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
- i) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
 - ii) restore the Government Data itself or using a third party.
- 14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.
- 14.8 The Supplier:
- (a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
 - (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
 - (d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and
 - (e) indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

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

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

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

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

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

- i) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
- ii) 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;
- iii) if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- iv) where requested by Parliament; or
- v) under Clauses 4.7 and 16.

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

15.6 Transparency Information is not Confidential Information.

15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of

the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

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

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

- i) publish the Transparency Information;
- ii) comply with any Freedom of Information Act (FOIA) request; and/or
- iii) comply with any Environmental Information Regulations (EIR) request.

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

17. Invalid parts of the contract

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

18. No other terms apply

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

19. Other people's rights in a contract

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

20. Circumstances beyond your control

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

- (a) provides a Force Majeure Notice to the other Party; and

- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

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

21. Relationships created by the contract

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

22. Giving up contract rights

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

23. Transferring responsibilities

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

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

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

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

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

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

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

24. Changing the contract

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

24.2 The Supplier must provide an Impact Assessment either:

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

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

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

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

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

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

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

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

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

25. How to communicate about the contract

25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.

25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.

25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.

25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Dealing with claims

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

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

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

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

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

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

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

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

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

27. Preventing fraud, bribery and corruption

27.1 The Supplier must not during any Contract Period:

- (a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
- (b) do or allow anything which would cause CCS or the Buyer, including any of

their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

27.2 The Supplier must during the Contract Period:

- i) 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;
- ii) keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request; and
- iii) if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

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

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

27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation in accordance with Clause 6.

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

- x) Prohibited Act;
- xi) identity of the Party who it thinks has committed the Prohibited Act; and
- xii) action it has decided to take.

28. Equality, diversity and human rights

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

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

reasonably imposes related to equality Law.

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

29. Health and safety

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

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

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

30. Environment

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

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

31. Tax

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

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

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

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

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

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

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

32. Conflict of interest

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

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

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

33. Reporting a breach of the contract

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

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

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

34. Resolving disputes

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

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

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

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

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

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

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

35. Which law applies

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

Joint Schedule 5 (Corporate Social Responsibility)

What we expect from our Suppliers

- vi) 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)
- vii) 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.
- viii) 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 the Supplier from time to time.

b) Equality and Accessibility

- i) 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:
 - 1) eliminate discrimination, harassment or victimisation of any kind; and
 - 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.

c) 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.

- i) The Supplier:
 - 1) shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 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) warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
 - 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.

- 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.
- 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;
- 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;
- 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;
- 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;
- 10) shall not use or allow child or slave labour to be used by its Subcontractors;
- 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.

d) Income Security

- i) The Supplier shall:
 - 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;
 - 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;
 - 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) record all disciplinary measures taken against Supplier Staff; and
 - 5) ensure that Supplier Staff are engaged under a recognised

employment relationship established through national law and practice.

e) Working Hours

- i) The Supplier shall:
 - 1) ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
 - 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;
 - 3) ensure that use of overtime used responsibly, taking into account:
 - (a) the extent;
 - (b) frequency; and
 - (c) hours worked;
- by individuals and by the Supplier Staff as a whole;

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

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

5.3.1 this is allowed by national law;

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

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

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

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

6. Sustainability

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

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

Call-Off Schedule 9 (Security)

Part A: Short Form Security Requirements

1. Definitions

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

| | |
|-----------------------------------|---|
| "Breach of Security" | <p>a) the occurrence of:</p> <p>iii) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or</p> <p>iv) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,</p> <p>c) in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;</p> |
| "Security Management Plan" | <p>d) the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and has been updated from time to time.</p> |

f) Complying with security requirements and updates to them

- i) 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.
- ii) The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

- iii) Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- iv) If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables, it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
- v) Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

g) Security Standards

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

h) Security Management Plan

- i) **Introduction**
 - 1) The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.
- ii) **Content of the Security Management Plan**
 - 1) The Security Management Plan shall:
 - (a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
 - (b) identify the necessary delegated organisational roles for those

responsible for ensuring it is complied with by the Supplier;

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

iii) **Development of the Security Management Plan**

- 1) Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 2) If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the

Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

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

iv) **Amendment of the Security Management Plan**

- 1) The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
 - (a) emerging changes in Good Industry Practice;
 - (b) any change or proposed change to the Deliverables and/or associated processes;
 - (c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
 - (d) any new perceived or changed security threats; and
 - (e) any reasonable change in requirements requested by the Buyer.
- 2) The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
 - (a) suggested improvements to the effectiveness of the Security Management Plan;
 - (b) updates to the risk assessments; and
 - (c) suggested improvements in measuring the effectiveness of controls.
- 3) Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
- 4) 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.

i) Security breach

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

Part B – Annex 1:

Baseline security requirements

1 Handling Classified information

- i) The Supplier shall not handle Buyer information classified as 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

- a) 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").
- b) Devices used to access or manage Government Data and services must be under the management authority of the Buyer or Supplier and have a minimum set of security policy configurations 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

- a) 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 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.
- b) The Supplier shall agree to any change in location of data storage, processing and administration with the Buyer in accordance with Clause 14 (Data protection).
- c) The Supplier shall:
 - i) provide the Buyer with all Government Data on demand in an agreed open format;
 - ii) have documented processes to guarantee availability of Government

Data in the event of the Supplier ceasing to trade;

- iii) securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and
- iv) securely erase any or all Government Data held by the Supplier when requested to do so by the Buyer.

4 Ensuring secure communications

- a) 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.
- b) 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

- a) 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.
- b) 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

- a) Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.
- b) 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.
- c) 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.
- d) 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.
- e) 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 within one (1) Working Day.

7 Restricting and monitoring access

- a) 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. The Supplier shall retain an audit record of accesses.

8 Audit

- a) The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:
 - i) Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.
 - ii) Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.
- b) The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
- c) The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least 6 Months.

Framework Schedule 2

King's College Hospital NHS Foundation Trust - Review of Subsidiaries

1. Why PwC

You need a partner that combines first hand experience working within NHS structures with the technical expertise to assess whether the current operating model enables effective oversight, governance and fulfils the strategic purpose of KCH.

Not only do we bring you access to the largest dedicated health and local public services advisory practice in the UK, working alongside clients in the NHS and internationally, we have also brought you a team that brings extensive experience of designing, implementing and reviewing commercial structures, developed over many years supporting NHS clients, including yourself. All team members have regularly worked within the regulatory and policy environment, reviewing and challenging commercial solutions and the business cases that underpin them.

As you are aware, PwC led the entity establishment workstream for King's IFM (KFM), which included the development of the original business case. Our work included input into constitutional documents, financial forecasting, payment mechanisms, KPIs and contracts. Therefore, we know what was the original ambition for KIFM and why it was constructed the way it was.

Additionally, in 2018/19, following the establishment of the LLP, members of our proposed PwC team were seconded to King's, specifically as CFO (Iain Alexander) and Deputy CFO (Shamil Ganatra). Whilst in role our secondees worked closely with KFM and King's other subsidiaries, through budget setting, financial performance management, as well in supporting the Trust and KIFM to work effectively together.

Given this experience, we are uniquely positioned to support the Trust to undertake a critical review of the success and ongoing effectiveness of the subsidiaries, bringing accumulated knowledge and continuity of experience as part of our proposed team (see section 4).

2. Our understanding of the purpose and objectives of the review

The subsidiaries KCS, KCHM and KFM have been a critical part of the delivery of your services for a number of years. KCS is managing assets worth over £20m, KCHM has been supporting you in the management of international opportunities generating revenue of c£4m p.a. and KFM is responsible for essential day-to-day operational services. They were each established under their own business cases that demonstrated additional value could be delivered from an arm's length corporate structure that could support high standards of service provision, closer management of commercial functions, and the delivery of operational and financial efficiencies to support the Trust's ongoing performance.

Given the imminent appointment of a new chair and changes in the Trust's Executive Board, in addition to the ongoing financial pressures faced by the Trust and across the wider NHS system, you have decided the time is right to review the strategic alignment and operating models of the subsidiaries to ensure they remain fit for purpose and continue to delivered added value to the Trust. In addition, it is recognised that this may provide an opportunity to reset commercial relationships where appropriate. We absolutely agree that the timing of this review is opportune to help support transformation and change.

The services provided by your subsidiaries represent a significant proportion of the Trust's annual operating costs and therefore it is appropriate to consider whether the structures continue to deliver against the objectives and expectations set out within the original business cases. This review provides an opportunity to assess how the three distinct subsidiaries work collectively to deliver the Trust's strategic objectives, and to identify the opportunities and risks to operating separately.

It is also recognised that the strategic landscape has shifted since establishment of each of the subsidiaries, so testing whether they remain aligned with the Trust and wider ICS requirements is appropriate and we will bring our insights and expertise as to how other NHS organisations are reviewing their commercial strategies in conjunction with the pressures facing the NHS on a day to day basis.

You are sensibly challenging yourselves to check whether the necessary investment in the structures, governance requirements and team are being offset by the benefits they deliver, which fall into the following categories: excellence in service delivery, operational transformation, financial savings and additional income generation. You are also challenging whether the subsidiaries are aligned with the Trust's values and have the capability and capacity to deliver the strategic objectives they set out to. It is best practice to continue to review strategic direction as the Trust is impacted by not only internal NHS pressures but also changes to the macro environment such as inflation and instability across international markets.

From a financial standpoint, delivery of VAT benefits from the subsidiaries is dependent on meeting HMRC rules regarding the true purpose of the corporate structure within section 41. The consultation on VAT reform in 2020 and the response paper in 2021 remain under consideration by HMT and therefore the long term purpose of the subsidiaries should also be considered in the context of a potential VAT reform that could retain VAT benefits regardless of structure.

At the end of this process we will give you clear recommendations that not only considers the performance of the subsidiaries against the original strategic objectives and projected benefits but also our view on how effective the governance and oversight arrangements are. We will also provide you with an outline of opportunities to improve or re-align structures to better meet the Trust's requirements going forward.

We understand the sensitivity of carrying out a review such as this and that you will need to gather accurate information and explore options without implying imminent change to an operational workforce. We will make the best use of everyone's time, be sensitive to their diary pressures and remain flexible at all times. Our experience of carrying out similar reviews means we can mobilise a specialist team immediately to deliver against your requirements, with full confidence that we can achieve a successful outcome for the

Trust whilst always remaining acutely aware of everyone's "day job"

3. Our proposed approach

Our approach and methodology for the review is based on the following principles:

Strategic Alignment: We will assess the strategic alignment of the subsidiaries with the Trust's vision, values, and objectives. We will evaluate their relative strengths/weaknesses, and identify opportunities for stronger alignment of the subsidiaries with each other and with the wider ICS and NHS system.

Performance and Benefits Realisation: We will analyse the performance of the subsidiaries against the original benefits projections to assess whether they have delivered what they set out to achieve. We will consider their financial sustainability and operational effectiveness, and develop a forecast of what each subsidiary could deliver going forward.

Governance and Assurance: We will evaluate the governance systems in both the Trust and the subsidiaries to assess whether they work effectively, are being consistently followed, and that they remain fit for purpose and provide the Trust board with suitable oversight, while delivering the anticipated benefits.

Stakeholder Engagement: We will engage with key stakeholders of the Trust and the subsidiaries to understand how the structures are perceived, whether they are appropriately integrated with Trust services and if they are customer centric. We will consult a range of Trust board members, clinical representatives, contract managers and service staff, to gather perspectives, expectations, and feedback.

Actionable Recommendations: We will provide clear and actionable recommendations for the Trust board on how to improve the performance, strategic alignment and integration of each of the subsidiaries, which may include identifying efficiencies, amending or reducing scope, or resetting commercial arrangements altogether.

Pre-mobilisation and Information Request

We recognise that timescales to undertake the review are tight, especially when the review will require time from operational staff who are busy with the day job. We are able to mobilise a team quickly that will benefit from our existing relationships with the Trust, knowledge of the subsidiary structures and deep experience of conducting similar reviews. We have provided here an information request list and an indication of the key stakeholders we would wish to interview to allow us to maximise availability of those people and ensure valuable time is not wasted gathering documents that could be obtained in advance and made available for our start if we were appointed:

Information request:

- The original Outline Business Case / Full Business Cases for establishing each of the subsidiaries KCS, KCHM, and KFM
- Any business plans that exist for each of the subsidiaries KCS, KCHM, and KFM
- An organisational chart with an overview of roles, responsibilities and overarching governance structures for each of the subsidiaries
- A sample of board meeting minutes/ performance reports to aid understanding of governance, how performance is monitored and issues are escalated.
- Risk registers for each subsidiary
- Contractual documents for each of the subsidiary structures (e.g. LLP Agreements)
- Reports from any prior reviews or audits
- Recent invoices related to service payments made by the Trust.
- Management accounts for the subsidiaries KCS, KCHM, and KFM

Interviews we would like to diarise:

- Independent Chairman - Mike Brown
- Trust CFO - Roy Clarke
- Subsidiary Board representatives
- Senior Trust Clinical Representatives
- Representatives of Contract Management Committee
- Sample of service delivery staff from KFM

Initial kick of meeting (either in person or virtual)

We will hold a kick off meeting upon appointment, confirming your agreement with our methodology as set out below and confirming availability of key staff (or alternatives where you have identified others with critical insight). In this workshop we will also discuss the project plan, any further documents needed and agree dates for draft and final report deliverables, as well as identifying any potential risks impacting delivery against your timescales. We will also use this initial meeting to agree ways of working with you, including points of contact during the review and our approach to interviewing stakeholders (recognising you may wish to keep this review discrete).

Attendees at this first meeting will include Zoe Watters (Engagement Leader), Nick Lane (Director) and Dan Whittle (Engagement Manager), supported by Shamil Ganatra who will facilitate introductions and provide continuity with the Trust throughout.

Throughout the delivery of the review we will hold weekly progress updates with you, providing you with the confidence that we are on track to deliver the review on time and to help us identify any issues which could impact delivery, such as delays in access to information or key stakeholders.

Week 1-2 - Desktop review of business case, business plans, key financials and corporate documents

In week 1-2 we will undertake a review of the original Business Cases and current business plans for establishing subsidiaries within the structure, to ascertain a clear understanding of the strategic context, projected benefits, risks and intended outcomes of the structure.

We recognise that each of the subsidiaries was established with different scope and objectives, and hence bring different capabilities, capacity and experience. Our methodology will necessarily focus on each individually, as well as recognising the need to align the structure with the Trust's overall strategic aims and governance arrangements.

We will review the strategic objectives and methodology for quantifying the operational benefits and financial impacts of each of the subsidiaries at the business case stage, helping us to identify the data required to measure current performance and delivery of intended outcomes.

We will also review available financial performance data (e.g. management accounts, monthly performance reports) and corporate documents (e.g. business plans) to further our understanding of current performance and identify additional data available to validate the benefits delivered.

For each of the subsidiaries, we will map out the established governance, decision making and escalation processes, enabling us to benchmark performance during the review and identify any gaps or opportunities for improved alignment with the Trust's strategic objectives.

We will establish a Framework for the review that sets out:

- 1) The scope of services and strategic objectives of each of the subsidiaries covered by this review
- 2) The benefits that are to be assessed for delivery / realisation
- 3) Identify the data required to measure delivery of benefits / intended outcomes (including VAT), as well as forecast benefits
- 4) Qualitative evaluation criteria and a RAG-rating approach to evaluate the suitability of the operating model, governance arrangements and commercial structure of each of the subsidiaries
- 5) How we will define successful outcomes and identify areas for further review or recommendation

At the end of week 2 we will share a draft of the review framework in Powerpoint format for your review and confirmation. This will set out the proposed methodology for evaluating the subsidiaries and an outline format for the review findings / final report.

Maximising our impact in the first two weeks of engagement is pivotal to our successful approach of delivering projects with timescales such as this one. For example, our support to Kent County Council involved reviewing multiple subsidiaries within tight approval deadlines - this required us to rapidly mobilise a team to plan and deliver quickly to meet the timescales of their overall transformation programme.

Week 3-5 - Interviews with key stakeholders and undertaking detailed analysis

Developing rich insights through stakeholder engagement will be a pivotal element to our review methodology. During week 3-5 we will conduct interviews with the key stakeholders as identified and diarised at the pre-mobilisation phase. We recognise that conducting these interviews virtually is most likely to be appropriate to accommodate busy schedules within the challenging timescales.

We recognise the need to flex our approach and the agenda of interviews, depending on the individual and scope of questions. We will share agendas and supporting information with stakeholders at least 48 hours ahead of diarised interviews to maximise value delivered from the time available. We are highly experienced in conducting review-based interviews with clients, ensuring that we strike an appropriate balance of building rapport, providing a forum for open and honest dialogue and extracting the relevant insights to support our findings. For example, our review of Airedale AGHS Ltd involved conducting interviews across all levels of the organisation from board level to operational staff, each requiring a tailored approach to interviewing to gather the required insights.

Within week 3-5, we will build on our initial desktop review by undertaking in depth analysis of the benefits delivered by each of the subsidiaries (as compared to projections). This will include an assessment of the scope, value and sustainability of the benefits, and how this might have changed in the current NHS landscape and strategic context. We will also consider the value of VAT benefits and the risks to these persisting e.g. taking into account current HMRC policy.

We will undertake a comparison of the benefits of each subsidiary against the ongoing costs and governance of the structure, strategic alignment and any changing requirements. From this we will identify any areas which require re-alignment with strategic priorities, or could be repatriated or reconsidered to deliver improved value for money.

Week 6-7 - Write up of review findings and analysis into draft recommendations report

In week 6-7 we will consolidate the findings from our desktop review and stakeholder interviews into a recommendations report which will:

- **Be in a format that has been agreed with the Trust at the start of the review.** If you have a preferred format for board reports we would be happy to assist with incorporating our report into this format as well.
- **Be suitable for an in-person presentation to the Trust Board.** We will produce a PowerPoint Presentation to bring out the key points from the review, provide a summary of recommendations, and identify areas for further review/next steps.
- **Be written in an accessible, objective and constructive way aimed at senior leaders.** Our team is highly experienced in reviewing commercial arrangements between Trusts and subsidiaries and so understand how to ensure the board obtains a report that balances the need for accessibility against detail for strategic decision making.

We note that the Trust's timelines are tight for the purposes of its review comments which will be vital prior to the presentation of the final report. We therefore propose to conduct a page-turn meeting of our proposed report structure at the end of week 6, allowing us to address any immediate questions you may have and facilitate a smoother transition of the document to your review process.

Week 8 - Finalise recommendations report and support presentation to Trust board

In Week 8 we will finalise our recommendations report, taking into account review comments from the Trust and any additional information provided. We will also prepare a short presentation that provides a summary of the review process, findings and recommendations for the Trust Board.

We will be prepared to formally present our report and recommendations at the first available Trust Board following week 8, providing an opportunity for discussion and challenge. Whilst the delivery of our report acts as the end point for this stage of the review, we recognise that the Trust Board will want to consider the recommendations and areas for further review, and to decide how such recommendations are to be implemented. With this in mind, we will ensure that the PwC delivery team remains on hand to support you through this process and that you will benefit from continuity and rapid remobilisation of the team as part of any detailed follow up review stages.

4. Our team

Our proposed team brings a combined team experience of over 75 years advising on health estates and FM projects and high profile business cases, including those for commercial ventures within the NHS and wider public sector.

- We have vast experience of advising NHS clients on operating model, real estate and facilities management related challenges, including the use of arms length delivery structures.
- As a team we are advising on >£4.5bn of NHS estates schemes. We are a leading advisor across a number of the New Hospitals Programme schemes in England.
- We are part of a 700+ strong NHS advisory business with a network of health specialists we can draw upon to maximise the value we bring in delivering your requirements
- Our team benefits from first hand experience of working within the Trust on formal secondment roles, providing us with direct insight into the strategic context and challenges faced.

Engagement Team



Zoë Watters
Engagement Partner



Nick Lane
Engagement Director



Dan Whittle
Engagement Manager



Hadi Raza
Review Team Member



Georgi Stanev
Review Team Member



Parth Khandelwal
Review Team Member

Subject Matter Experts / Trust Relationships



Iain Alexander
Trust Relationships Lead



Shamil Ganatra
SME / Trust Relationships



Adam Timmins
VAT Specialist

Detailed CVs for each team member have been provided on the following pages.

4.1 CVs



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Zoë Watters

Partner

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Zoë is a Health Infrastructure Partner, leading teams located across the UK. Zoë joined PwC 18 years ago from the civil service where she worked on large scale infrastructure projects and is a qualified management accountant.

She leads PwC teams advising healthcare organisations on the development of business cases for capital projects, mergers and major service reconfiguration both in the UK and overseas. Zoë's focus is exclusively on transactional activity involving public sector organisations, and as a result of this experience she has an excellent and extensive network across government and the NHS. Zoë's advice spans the whole transaction lifecycle from business case, through to procurement, negotiations and post deal operational matters and includes advising on complex structures within the NHS.

Relevant Qualifications:

- ACMA – Association of Management Accountants

Relevant Experience:

- **Airedale AGHS Ltd Review** - Zoë was the engagement leader for our review of the corporate structure of the Airedale wholly owned subsidiary delivering FM services across its estate. Included the consideration of VAT benefits of an arms length structure.
- **Clatterbridge NHS Foundation Trust** - Following advising the Trust on the development of two separate subsidiaries for Estates and Private Patients, Zoë was secondment to the Trust for six months as their Director of Strategic Finance whereby she led on the management of the subsidiaries, restructuring their governance and improving their commercial performance with a view to ensuring the VAT benefits remained legitimate.
- **Leeds Teaching Hospitals NHS Trust (NHP)** - Zoë leads our support to Leeds Teaching Hospital NHS Trust in their hospital redevelopment worth c. £500., Building the Leeds Way. This has included the development and authorship, or in some cases critical review of, the SOC and OBC, executing both financial and economic modelling, options appraisals and utilisation of the CIA model for the redevelopment of their healthcare estate. We are currently refreshing their OBC as part of the New Hospital Programme requirements which includes land disposal.
- **East Kent County Council** - Zoë led the advice to Kent County Council on a review of its multiple commercial subsidiaries. The PwC team conducted a review of performance, governance and market opportunity for each subsidiary and made a recommendation to the Council regarding whether they should retain, invest or dispose of each. The Council's arm's length body has incorporated the recommendations as part of its future strategy.
- **Manchester University North West E-Health**- Zoë has recently advised Manchester University on their spin out of the North West E-Health company which provides research and analytics to large corporates such as Glaxo Smith Kline and Hitachi. The work included an options review, due diligence

and risk analysis to support the decision to create a standalone entity who could deliver digital research and analytic capabilities to both the public and private sector.



Iain Alexander

Partner

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Iain is a Partner in PwC's health team and over the last 18 years he has specialised in financial turnaround/restructuring, working closely with organisations facing significant financial and operational challenges in both the public and private sector. The majority of Iain's work has been with healthcare organisations, working closely with management teams to develop and execute complex change programmes.

By background Iain is an accountant, who has deep financial, cost reduction, programme management and stakeholder management skills. He has undertaken a broad spectrum of roles including financial reviews and analysis, programme management and 'hands on' management roles having been seconded three times to the NHS as Chief Financial Officer, most recently to Kings in 2019 where he led the Trust's response to its financial crisis.

Relevant Qualifications:

- FCCA - Fellow Chartered Certified Accountants

Relevant Experience:

- **East Kent Hospitals NHS FT-** Lead Partner for our support to East Kent on an independent review of its financial position and subsequent support to the Management team on the identification, development and execution of its £49m CIP programme. In addition, Iain is currently leading a review of one of its subsidiaries which is similar to KIFM in its set up.
- **Public sector organisations (multiple)-** Supported over 140 government organisations with large, complex and often politically sensitive cost reduction programmes. Furthermore, Iain has been seconded three times to NHS Trusts Chief Financial Officer to lead large cost reduction programmes in politically sensitive and high profile situations, most recently at Kings in 2019 when he joined the Board for a nine month period.
- **Kings College Hospitals FT Secondment** - Iain seconded to Kings as Interim Chief Financial Officer and during his tenure he undertook a review of Kings Integrated Facilities Management (KIFM) and made changes to its Management team. The review identified a number of areas of improvement required and Iain was the Executive Sponsor for the improvement programme. Significant operational and financial improvements were implemented and sustained in a relatively short time period.
- **NHS-** Led PwC's support to the NHS Test and Trace Programme on the finance workstream and his team of 35 supported the development of a number of large and complex business cases (e.g. Schools' Testing, Community Testing, University Testing) and the subsequent roll out and ongoing assessment of their VfM. This involved regular updates to both the DH, the Treasury and the Cabinet Office.



Nicholas Lane

Director

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Nick is a Director in PwC's Corporate Finance practice with over 17 years experience supporting public sector clients on commercial and financial issues related to developing, operating and maintaining real estate and infrastructure assets.

A Chartered Accountant, he has supported NHS trusts on the structuring and accounting issues related to Acute Hospital operations including FM outsourcing, wholly owned subsidiaries and PFI and PPP projects.

Nick will act as day to day lead of our project team and will bring direct experience of reviews of similar corporate structures to support the review of 2Gether.

Relevant Qualifications:

- Fellow of the Institute of Chartered Accountants England and Wales (ICAEW) • MPhys (Phys) Physics, University of Exeter

Relevant Experience:

- **Airedale AGHS Ltd Review** - Reviewed the operations and corporate structure of the Airedale wholly owned subsidiary delivering FM services across the estate. Included the consideration of VAT benefits of an arms length structure.
- **North Stafford NHS Trust** - Acted as joint advisor to the Trust and the PFI provider to resolve a dispute regarding the application of market testing and value testing processes within the PFI contract.
- **University Hospitals Southampton NHS Trust** - Performed a review of the business plan for a commercial venture sponsored by the Trust to deliver development of medical innovation and IP licensing - assessed the potential financial risks to a subsidiary organisation and the governance and funding implications of a standalone corporate entity.
- **NHS Trusts (multiple)** - Delivering Business Cases for NHS organisations from project inception through to FBC, including NHP, PFI projects, Elective recovery, CDC and EPR. Recent clients include the Midland Metropolitan University Hospital, Sheffield University Hospitals NHS Trust, Mid and South Essex NHS Trust, Torbay and South Devon NHS Trust.
- **Norwich City Council** - Delivered a risk analysis report that enabled the council to make an informed decision on joining a joint venture to address environmental credit mitigation, and provided recommendations on how to improve its governance, monitoring, and performance.



Shamil Ganatra

Director

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Shamil is a Director in our Government and Health advisory business. He has 20 years experience of supporting clients to navigate a variety of challenges and in a number of roles, including working for NHS and private sector organisations on secondment.

Shamil specialises in supporting organisations navigate through complex periods of change. He is a Chartered Accountant, and has spent several years supporting public healthcare organisations in a multitude of areas, including financial performance and sustainability reviews, developing and implementing sustainable efficiency improvement programmes, complex programme management, and in the development and implementation of financial improvement plans.

Shamil has led our support to a number of individual organisations (e.g. Trusts, Foundation Trusts and CCGs), as well as across healthcare systems (e.g NHS Highland). Shamil has also taken roles outside of PwC, on secondment, including twice as Deputy CFO of King's College Hospital where one of his roles included supporting the Trust and KIFM to work closer and more collaboratively together.

Relevant qualifications

- Chartered Accountant - Institute of Chartered Accountants England and Wales (ICAEW)

Relevant experience

- **London Ambulance Service** - Shamil recently led our support to the London Ambulance Service ("LAS"), focusing on helping LAS to review its current operating model and use of estate, and to develop a detailed Programme Business Case for change, in line with Green Book guidance.
- **Operose Health** - Shamil initially led our support focusing on improved financial control and stability, and led the Executive team through a period of transition as it looked to set a new strategy and focus for the UK business, centred on delivery of GP services at scale. Shamil then joined the business on secondment from PwC as CFO, where he oversaw the finance function, budget setting and delivery, M&A activity, business development and growth, as well as IT and business intelligence. Subsequently, Shamil was part of the Executive group which led Operose Health's response to Covid-19.
- **Gloucestershire Hospitals NHS Foundation Trust** - Shamil led our independent review of the Trust's subsidiary, which included a post implementation review as measured against the key components of the original business case supporting set up (focused upon financial, patient and staff benefits, as well as return on investment), and identifying potential future options for the Trust and its subsidiary (including whether the current set up was working in an optimal way and associated improvement opportunities, and market opportunities for the Trust, including across the wider ICS).
- **King's College Hospital NHS Foundation Trust** - Shamil led our financial baseline and drivers of financial deficit support, as well as our support to develop and implement a sustainability plan. Shamil has also served as Deputy CFO of the Trust twice across a 3 year period.

- **Barking, Havering and Redbridge University Hospitals NHS Trust** - Shamil supported the client in development and delivery of a £30m in year improvement programme, as well as a financial recovery programme which involved system wide initiatives such as outpatients, frail and elderly and long term conditions.
- **NHS Highland** - £30m in year improvement programme, where he supported the client to set up and run a central PMO, and embedded our people to support on the ground cost improvement identification and delivery.



Dan Whittle
Senior Manager

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Dan is an Assistant Director in PwC's Corporate Finance practice with over 10 years of experience across both accounting and Corporate Finance. He is highly experienced in working with NHS clients to deliver HM Treasury Green Book business cases, benefits assessments and value for money appraisals for capital projects. He has worked with a large number of NHS clients across the country, including one of the largest schemes within the NHP Programme.

Dan is a specialist in commercial transactions and has worked with clients across a variety of sectors including health defence, transport and central government. This includes project finance modelling, payment mechanisms, finance structuring, refinancing and terminations. As part of his work, Dan regularly undertakes benefits and VfM assessments of the commercial structuring options to ensure it delivers best value to the public sector.

Relevant Qualifications:

- Chartered Accountant - Institute of Chartered Accountants England and Wales (ICAEW) • BSc (Hons) Business Management

Relevant Experience:

- **Leeds Teaching Hospitals NHS Trust** - Provided financial and commercial advice to the Trust over multiple phases of work, including supporting the Outline Business Case for the Trust's £1bn+ capital scheme. Also led the economic options appraisal involving in-depth benefits assessments for multiple projects, in addition to supporting the development of procurement documentation and undertaking bid evaluation for various phases.
- **Airedale AGHS Ltd Review** - Supported a review of the operations and corporate structure of the Airedale wholly owned subsidiary delivering FM services across the estate. Included the consideration of VAT benefits of an arms length structure.
- **Government Property Agency**- Dan is the day-to-day lead advising the GPA in their review of benefits management and reporting strategy, delivering stakeholder workshops and advising on alignment of the benefits quantification approach to best practice. This included developing a benefits

quantification and investment appraisal model for the GPA, which introduced wider social value and net zero benefits.

- **NHS organisations (Multiple)** - Delivering advisory projects to NHS organisations considering commercial operating models, and advising them on making effective investment decisions relating to their estate and commercial transactions
- **North Cumbria Integrated Care NHS Trust PFI Advice** - Dan is the day-to-day lead on our ongoing project to advise the Trust on its options under its existing PFI contract. Our role as financial advisor includes undertaking an initial feasibility analysis to assess the value for money of different options, leading the financial advice in supporting discussions with the SPV, and engaging with the relevant approval bodies. This includes commercial structuring advice, financial model reviews and developing the Value for Money Case.



Parth Khandelwal
Manager

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Parth is an Manager in PwC's Corporate Finance practice with over 6 years of experience across both accounting and Corporate Finance. He has worked across both the public and private sector, and has supported NHS trusts on structuring and accounting issues.

Relevant Qualifications:

- Chartered Accountant - Institute of Chartered Accountants England and Wales (ICAEW) •
BSc (Hons) Economics

Relevant Experience:

- **Kent County Council** - Parth worked alongside Zoë as part of the PwC team that conducted a review of performance, governance and market opportunity for each of the Council's trading subsidiaries that were part and helped make a recommendation to the Council regarding whether they should retain, invest or dispose of each. Parth worked with KCC to help design and apply a framework for assessment of its subsidiary companies to help inform the strategic decision around the future ownership/delivery model for the activity, and advise on the further information needed to make such a decision and the required content for the Group Business Plan.
- **Community Health Partnerships** - Advised CHP's in crafting end-of-term for LIFT at a policy level and supported CHP in preparing for the transition and the establishment of new terms that ensure the best commercial deal and value for money to help shape CHPs approach and delivery to this complex programme. Parth performed an options analysis which looked at strengths, weaknesses, relative risk and cost implications of each option, as well as consideration of the CDEL and revenue implications of different options, which ultimately helped in articulation of need and helped create the framework for a Strategic Case.

- **NHS Tees Valley CCG** - Worked to develop a business case and support operational plans to reduce waiting list pressures on diagnostic services by increasing diagnostic capacity in the Tees Valley through a Community Diagnostic Hub (CDH) model aligned to key national NHS policy. Parth helped develop an assessment model which was used to assess proposals against key clinical, governance, commercial, financial and strategic criteria that were tailored to the specific context of the Tees Valley ICP and the national and local strategic objectives of the CDH programme
- **North West Anglia NHS Foundation Trust** - Advised NWAFT on their PFI arrangements and contracts in relation to Peterborough City Hospital and Hinchingsbrooke Treatment Centre. As part of his role Parth reviewed the associated financial models and accounting models to advise on potential cashflow and balance sheet impacts



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Hadi Raza

Manager

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Hadi is an FCCA and PRINCE2 Practitioner with over 10 years experience of working with public sector organisations. He has significant experience in the delivery of complex programme management, transactions including NHS Trusts mergers, cost reduction and quality improvement projects across a number of roles and clients. Hadi's skills and experience allow him to quickly adapt to various organisational challenges and build solutions.

Prior to joining PwC, Hadi worked in an NHS finance team. During this time, he worked closely with corporate divisions particularly estates, facilities, workforce and IT to identify cost saving opportunities for the Trust.

Relevant Qualifications:

- Fellow Chartered Certified Accountant - Association of Chartered Certified Accountants.
- BSc (Hons) Applied Accounting
- PRINCE2 Practitioner

Relevant Experience:

- **NHS ICB:** Worked with a major NHS ICB to provide financial planning support for the ICB's 24/25 plan including working with individual providers within the system to understand key movements from forecast outturn, underlying to final plan for the year.
- **East Kent Hospital NHS Trust:** Hadi worked with the Trust to carry out a financial baseline, drivers of deficit and underlying position review. This included working closely with the senior finance colleagues to review and comment on analysis of the underlying financial performance to establish a financial baseline for next year as well as a targeted assessment of the Trust's drivers of deficit.

- **Guys and St Thomas Hospital – Evelina Children Hospital-** Hadi was seconded at Guy's & St Thomas

Hospital NHS Foundation Trust to support the Clinical Transformation team on the benefits realisation strategy as part of the business case submitted for new hospital expansion.

- **NHS East of England (NHSE/I)-** Hadi supported NHS England on its Phase 3 Covid recovery and the vaccination programme by providing PMO as well as targeted support in carrying out demand and capacity work related to the vaccination programme in the East of England region.
- **NHSE Elective Recovery:** Hadi has recently supported NHS England (NHSE) with their elective recovery programme. He has worked closely with a number of Integrated Care Systems to support them in developing their elective recovery plans.
- Supported an **NHS Trust** in London to review one of its outsourced functions: this included governance and financial review, and ultimately an opinion on the value of money.
- Supported the **Royal Bournemouth and Christchurch Hospitals Foundation Trust and Poole Hospital NHS Foundation Trust** to identify cost saving and financial efficiency opportunities across local and merger schemes.
- Worked as a **PMO manager** ensured strong governance was put in place on a merger project of two trusts (**Luton & Dunstable and Bedford Hospital**). Hadi set up the initial merger PMO by working closely with stakeholders from both Trusts.



Georgi Stanev
Manager

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Georgi brings over six years experience in operating model design, programme setup and product development across different industries. Georgi is a Manager within PwC UK's Enterprise Transformation team, supporting public sector clients with Operating Model Design, Programme & Change Management and Benefits Realisation. In addition, Georgi is the Strategy & Demand Lead for PwC UK's government and health industries Operating Model Transformation community of practice. **Relevant Qualifications:**

- BEng Mechanical Engineering
- MSc Engineering Design
- IBM Design Thinking Practitioner
- MSP5 Foundation certified

Relevant Experience:

- **MTR (Hong Kong), Operating Model Implementation-** Georgi supported the Capital Works Operating Model implementation planning. Georgi built the Transformation Office governance structure, including compiling terms of reference for the different forums and defining the roles and responsibilities for governance attendees. Georgi also took a leading role in drafting six Work Package Project Initiation Documents (PIDs) to enable accelerated operating model implementation.
- **Trilink, Network Rail, Operating Model Design Lead-** Georgi led the Operating Model Design Workstream for the Trilink programme, to deliver both digital signalling and stable infrastructure improvements on the West Coast Mainline. In this role, Georgi established the design principles and constraints for the target operating model, as well as the programme governance in alignment with MSP principles. Additionally, he aligned the Roles & Responsibilities for the functional heads to the MSP framework. Georgi conducted stakeholder engagement sessions with senior stakeholder representatives from Train Operating Companies, Freight Operating Companies, OTMs, and Network Rail to socialise the Operating Model and build advocacy for the programme.
- **Cabinet Office, Operating Model Technology Strategy Lead-** Georgi led the technology strategy definition for the Cabinet Office's Government Grants Management Service underpinning the Target Operating Model design for the department. Georgi planned and facilitated workshops to establish the requirements and non-negotiables for the desired technology solution. Additionally, Georgi conducted horizon scanning to identify viable tech options. Based on the findings, Georgi provided a recommendation for the preferred technology solution complete with pricing estimates based on assumed usage volumes.

- **IT Services and Telecoms merger, Network Rail, Business Design Lead-** Georgi led the business design workstream and developed an integrated value chain to set the foundations for the future functional and service models of the merged business. He also led the benefits workstream by developing the benefits themes, sources for relevant metrics and benchmarking criteria to undertake quantitative and qualitative benchmarking
- **Airbus, A220 Supplier Engagement and Programme Setup-** Georgi was the Programme Management Business Partner on the Airbus A220 STEP2 Programme. He led the integration of the Canadian Airbus business into Airbus Europe's operating model and ways of working. Moreover Georgi supported the Airbus VP of Development with building a supplier engagement strategy for the wing supplier, and associated tiered supply chain, of the A220 aircraft. Georgi also supported the A220 Programme Director with standing up a Design-to-Cost Programme.



Adam Timmins
Director - Indirect Tax

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Adam leads our public sector indirect tax practice advising clients across London, south and central regions. His team looks after over 100 clients, which include NHS bodies, Government Departments, local authorities, other public / not-for-profit organisations and their trading subsidiaries. He is a Chartered Tax Adviser who specialises in VAT and SDLT.

Relevant Qualifications:

- Chartered Tax Adviser

Relevant Experience:

Adam has over 19 years' experience in advising on the VAT and SDLT issues faced by NHS organisations, including transformation; cost improvement programmes; outsourcing of services (such as pathology and radiology); and restructuring of specific activities, such as outpatient pharmacy. This includes Kings IFM (Adam was involved in the implementation) and other similar subsidiary structures.

Adam often works alongside our health infrastructure team, providing the specialist VAT input into advice around financing, restructuring and transformation, drawing on expertise from the wider tax practice as required.

5. Case Studies



Case study 1: Airedale AGHS Ltd Review

Context

Airedale NHS Foundation Trust (the Trust) commissioned PwC to conduct a review of its wholly owned subsidiary, AGH Solutions Ltd (AGHS), which provides estates, facilities and procurement services to the Trust and other customers. The review was prompted by significant changes in the operating context of AGHS, including the management of the replacement of asbestos-containing ceiling tiles (RAAC) across the Trust's estate, the planning for the new hospital programme (NHP), and the impact of the COVID-19 pandemic. The Trust wanted to understand if the operating model of AGHS remained fit for purpose and what options were available to improve the governance, performance and efficiency of AGHS.

PwC Role

PwC undertook the review through a combination of desktop analysis, interviews and workshops with key stakeholders from the Trust and AGHS, and benchmarking with other NHS organisations. We assessed the governance and oversight of AGHS, the scope and quality of the services provided, the procurement and contract management arrangements, the health and safety and employment issues, the tax and financial implications, and the management of financial surplus. We also considered the alignment of AGHS with the Trust's strategic objectives, especially in relation to RAAC and NHP. We provided the Trust with a detailed report that highlighted the strengths and weaknesses of the current operating model, the risks and benefits of alternative options, and a set of recommendations for improvement.

Project Outcome

The review identified opportunities for the Trust and AGHS to strengthen their governance, communication, collaboration and assurance mechanisms to ensure that AGHS was delivering the services expected and required by the Trust and other customers. The review also found that the scope of AGHS needed to be reviewed and potentially adjusted to reflect the changing needs and priorities of the Trust, particularly in relation to NHP and the enabling works.

The review presented the Trust with options for the future operating model of AGHS, ranging from insourcing all services to the Trust, to retaining AGHS as a provider of some or all services, to outsourcing some or all services to a third party. The review outlined the advantages and disadvantages of each option, as well as the legal, financial, operational and strategic considerations that the Trust would need to take into account. The review also provided a roadmap and an action plan for the Trust to implement the recommendations and the preferred option which they are currently in the process of implementing.



Case study 2: Kent County Council - Subsidiaries Review Context

We were engaged by Kent County Council (KCC) to support its transformation programme for its subsidiary trading companies, collectively known as Kent Holdco Limited (Holdco) and the Group Companies. KCC wished to carry out a far-reaching transformation programme, and strategically pivot its services offerings to ensure that the subsidiaries supported KCC's operations and strategic objectives, worked effectively with the council in a strategic partnership, and traded commercially where it benefits the council as both the shareholder and commissioner of services.

PwC Role

We assisted Holdco in developing a Group Business Plan (GBP) that evaluated the strategic interest, performance, and future potential of each of its trading activities on a service line basis, rather than by legal entity. We also reviewed the current Group Operating Model (GOM) and provided feedback and recommendations on how to align it with the GBP and the Owner's Requirement Statement issued by KCC. We worked collaboratively with Holdco, KCC, and the management teams of the Group Companies to access relevant data, information, and views, and to address key dependencies and risks and to develop a robust assessment of each service line and legal entity as to whether Holdco should retain, divest or invest in each. Additionally, we worked with KCC to help design and apply a framework for assessment of its subsidiary companies to help inform the strategic decision around the future ownership/delivery model for the activity, and advise on the further information needed to make such a decision and the required content for the GBP.

In the second phase of work, using our extensive network and range of Subject Matter Experts (SMEs) across the firm, we were able to provide individual plans and detailed market assessment for each legal entity, dependent on the initial preferred option, determined in Phase 1.

Project Outcome

Our work was integral to the production of a realistic and comprehensive GBP that provided KCC with an evidenced and clear view of the strategic direction and future ownership and delivery model for each trading activity within Holdco. As well as a clear position of the perceived future market threats and opportunities to each entity. Our work enabled the GBP to provide clear and consistent guidance on the expected financial and non-financial performance, investment requirements, and governance arrangements for each activity.

Our work also helped Holdco to improve its operating model by streamlining its structure, processes, and systems, and enhancing its business development, risk management, and stakeholder engagement capabilities. Our work contributed to the overall objectives of the Trading Success programme, which aimed to increase the efficiency, effectiveness, and sustainability of KCC's trading interests.

Holdco has since progressed on implementing its GBP with specific divestment and growth plans across the board



Case study 3: Gloucestershire Managed Services Review

Context

We were engaged by Gloucestershire Hospitals NHS Foundation Trust (GH) to develop and undertake an independent review of Gloucestershire Hospitals Subsidiary Company Limited T/A Gloucestershire Managed Services (GMS). GMS is responsible for providing estates and facilities management, equipment management, acting as an agent for the Authority in the management of private finance initiative contracts and sterilisation services. The review was driven by a need for the Authority to understand whether the operations of GMS were in line with the original agreed business case and to also determine the potential future options for GMS, along with defined benefits.

PwC Role

PwC designed and undertook a review, combining both desktop analysis and key stakeholder interviews, in order to develop an understanding of the extent to which GMS had delivered on the original business case since implementation and through initial years of operation. Our review specifically focused on the extent to which GMS had realised key financial and staff and engagement benefits that were originally envisaged. In addition, we assessed GMS's organisation structure, governance structure and arrangements and key performance metrics in order to determine whether all possible and relevant benefits of operating the subsidiary company had been realised.

In addition, we undertook a further review for GH to identify further internal market opportunities to maximise the use of GMS alongside potential external market opportunities for GMS as an external entity. This included a review of opportunities for GMS positioned within the wider Gloucestershire ICS and included the use of statistical analysis, complex cost benefit analysis and a review of forecasting, planning and development of the subsidiary.

Project Outcome

Our review provided GH with a report measurably defining the improvements and benefits realised by GH through the introduction of GMS. In addition, we defined additional positive benefits delivered by GMS over and above the original agreed business case. Our report was used to provide assurance to governors and directors as to the overall performance delivery of GMS.

Through our work, we were also able to identify further areas where GH could measurably improve productivity and efficiency of existing services through the use of GMS. Areas of improvement were clearly defined with quantified costs and benefits. The review also presented GH with further opportunities to maximise the use of the GMS portfolio across the wider Gloucestershire ICS and for other external commercial opportunities.



Case Study 4: iFM Bolton Review - Bolton NHS Foundation Trust NHS Foundation Trust

Context:

iFM Bolton is a wholly owned subsidiary of Bolton NHS Foundation Trust, providing facilities management and procurement services to the Trust and other customers. In 2017, the Trust commissioned PwC to conduct an independent review of iFM Bolton following concerns about its financial performance, operational efficiency, and strategic alignment with the Trust. The review considered the governance of Service Level Agreements (“SLAs”) between iFM Bolton and the Trust for the provision of services, the ongoing contract management of these SLAs and the risk management processes of the project.

PwC role:

PwC conducted a blended desktop and interview based review, and applied a comprehensive and tailored approach to assess the governance arrangements of iFM Bolton, covering its board structure, roles and responsibilities, reporting and escalation mechanisms, risk management, performance management, and stakeholder engagement. PwC also benchmarked iFM Bolton against best practices and peer organisations, and identified areas for improvement and recommendations.

Project outcome:

PwC delivered a detailed report to the Trust, highlighting the strengths and weaknesses of iFM Bolton's governance framework, and providing 28 recommendations across six themes: board effectiveness, strategic direction, risk management, performance management, stakeholder engagement, and culture and values. PwC also supported the Trust and iFM Bolton in developing and implementing an action plan to address the recommendations and enhance the governance maturity and capability of iFM Bolton.

The review helped iFM Bolton to improve its financial sustainability, operational efficiency, and alignment with the Trust's objectives and values, and to strengthen its relationship and communication with the Trust and other stakeholders.