# Call-Off Schedule 1 (Transparency Reports)

1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.

1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.

1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.

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

**Annex A: List of Transparency Reports**

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

# Call-Off Schedule 2 (Staff Transfer) N/A

# Call-Off Schedule 3 (Continuous Improvement)

1. Buyer’s Rights
	1. The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.
2. Supplier’s Obligations
	1. The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer’s costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
	2. The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
	3. In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year (**"Continuous Improvement Plan"**) for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
		1. identifying the emergence of relevant new and evolving technologies;
		2. changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
		3. new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
		4. measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
	4. The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
	5. The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
	6. The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
	7. If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
	8. Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
		1. the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
		2. the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
	9. The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
	10. All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
	11. Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
	12. At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

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# Call-Off Schedule 4 (Call Off Tender)

Call off tender is made up of Statement of Requirement (refer to Call off Schedule 20) and Pricing Matrix (refer to Call off Schedule 5).

Tender breakdown:

REDACTED

# Call-Off Schedule 5 (Pricing Details)

REDACTED

# Call-Off Schedule 6 Annex E As a Service (Additional Terms) N/A

# Call-Off Schedule 6 (ICT Services) N/A

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

|  |  |
| --- | --- |
| "Buyer Property"  | the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract; |
| "Buyer Software" | any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables; |
| "Buyer System" | the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables; |
| “Commercial off the shelf Software” or “COTS Software” | Non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms |
| “Core Network” | the provision of any shared central core network capability forming part of the overall Services delivered to the Buyer, which is not specific or exclusive to a specific Call-Off Contract, and excludes any configuration information specifically associated with a specific Call-Off Contract; |
| "Defect" | any of the following: * 1. any error, damage or defect in the manufacturing of a Deliverable; or
	2. any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or
 |
|  | * 1. any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or
	2. any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;
 |
| "Emergency Maintenance" | ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault; |
| "ICT Environment" | the Buyer System and the Supplier System; |
| "Licensed Software" | all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Call Off Contract, including any COTS Software; |
| "Maintenance Schedule" | has the meaning given to it in paragraph 8 of this Schedule; |
| "Malicious Software" | any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence; |
| "New Release" | an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item; |
| "Open Source Software" | computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge; |
| "Operating Environment" | means the Buyer System and any premises (including the Buyer Premises, the Supplier’s premises or third party premises) from, to or at which:1. the Deliverables are (or are to be) provided; or
2. the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or
3. where any part of the Supplier System is situated;
 |
| "Permitted Maintenance" | has the meaning given to it in paragraph 8.2 of this Schedule; |
| "Quality Plans" | has the meaning given to it in paragraph 6.1 of this Schedule; |
| "Sites" | has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place; |
| "Software" | Specially Written Software COTS Software and non-COTS Supplier and third party Software; |
| "Software Supporting Materials" | has the meaning given to it in paragraph 9.1 of this Schedule; |
| "Source Code" | computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software; |
| "Specially Written Software" | any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR; |
| "Supplier System" | the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System); |

1. **When this Schedule should be used**
	1. This Schedule is designed to provide additional provisions necessary to facilitate the provision of ICT Services which are part of the Deliverables.
2. **Buyer due diligence requirements**
	1. The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;
		1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
		2. operating processes and procedures and the working methods of the Buyer;
		3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
		4. existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.
	2. The Supplier confirms that it has advised the Buyer in writing of:
		1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;
		2. the actions needed to remedy each such unsuitable aspect; and
		3. a timetable for and the costs of those actions.
3. **Licensed software warranty**
	1. The Supplier represents and warrants that:
		1. it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier’s obligations under this Contract including the receipt of the Deliverables by the Buyer;
		2. all components of the Specially Written Software shall:
			1. be free from material design and programming errors;
			2. perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 14 (Service Levels) and Documentation; and
			3. not infringe any IPR.
4. **Provision of ICT Services**
	1. The Supplier shall:
		1. ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;
		2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
		3. ensure that the Supplier System will be free of all encumbrances;
		4. ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;
		5. minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables;
5. **Standards and Quality Requirements**
	1. The Supplier shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**")**.**
	2. The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.
	3. Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
	4. The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:
		1. be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;
		2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
		3. obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.
6. **ICT Audit**
	1. The Supplier shall allow any auditor access to the Supplier premises to:
		1. inspect the ICT Environment and the wider service delivery environment (or any part of them);
		2. review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
		3. review the Supplier’s quality management systems including all relevant Quality Plans.
7. **Maintenance of the ICT Environment**
	1. If specified by the Buyer in the Order Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.
	2. Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (other than to the Core Network) (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
	3. The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance, including to the Core Network.
	4. The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.
8. **Intellectual Property Rights in ICT**
	1. **Assignments granted by the Supplier: Specially Written Software**
		1. The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:
			1. the Documentation, Source Code and the Object Code of the Specially Written Software; and
			2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").
		2. The Supplier shall:
			1. inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;
			2. deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and
			3. without prejudice to paragraph 9.1.2.2, provide full details to the Buyer of any of the Supplier’s Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier’s Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.
		3. The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Buyer.
	2. **Licences for non-COTS IPR from the Supplier and third parties to the Buyer**
		1. Unless the Buyer gives its Approval the Supplier must not use any:
9. of its own Existing IPR that is not COTS Software;
10. third party software that is not COTS Software
	* 1. Where the Buyer Approves the use of the Supplier’s Existing IPR that is not COTS Software the Supplier shall grants to the Buyer a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer’s (or, if the Buyer is a Central Government Body, any other Central Government Body’s) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.
		2. Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:
			1. notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and
			2. only use such third party IPR as referred to at paragraph 9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.
		3. Where the Supplier is unable to provide a license to the Supplier’s Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.
		4. The Supplier may terminate a licence granted under paragraph 9.2.1 by giving at least thirty (30) days’ notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.
	1. **Licenses for COTS Software by the Supplier and third parties to the Buyer**
		1. The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
		2. Where the Supplier owns the COTS Software it shall make available the COTS software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
		3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licencee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
		4. The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:
			1. will no longer be maintained or supported by the developer; or
			2. will no longer be made commercially available
	2. **Buyer’s right to assign/novate licences**
		1. The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 9.2 (to:
			1. a Central Government Body; or
			2. to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.
		2. If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in paragraph 9.2.
	3. **Licence granted by the Buyer**
		1. The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer Software and the Specially Written Software solely to the extent necessary for providing the Deliverables in accordance with this Contract, including the right to grant sub-licences to Sub-Contractors provided that any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (Confidentiality).
	4. **Open Source Publication**
		1. Unless the Buyer otherwise agrees in advance in writing (and subject to paragraph 9.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is:
			1. suitable for publication by the Buyer as Open Source; and
			2. based on Open Standards (where applicable),

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

* + 1. The Supplier hereby warrants that the Specially Written Software and the New IPR:
			1. are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by the Buyer will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Buyer System;
			2. have been developed using reasonable endeavours to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them;
			3. do not contain any material which would bring the Buyer into disrepute;
			4. can be published as Open Source without breaching the rights of any third party;
			5. will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the date notified by the Buyer to the Supplier; and
			6. do not contain any Malicious Software.
		2. Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:
			1. as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and
			2. include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer’s ability to publish such other items or Deliverables as Open Source.
	1. **Malicious Software**
		1. The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
		2. If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.
		3. Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 9.7.2 shall be borne by the Parties as follows:
			1. by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and
			2. by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).
1. **Supplier-Furnished Terms**
	1. **Software Licence Terms**
		1. Terms for licensing of non-COTS third party software in accordance with Paragraph 9.2.3 are detailed in Annex A of this Call Off Schedule 6.
		2. Terms for licensing of COTS software in accordance with Paragraph 9.3 are detailed in Annex B of this Call Off Schedule 6.
	2. **Software Support & Maintenance Terms**
		1. Additional terms for provision of Software Support & Maintenance Services are detailed in Annex C of this Call Off Schedule 6**.**
	3. **Software as a Service Terms**
		1. Additional terms for provision of a Software as a Service solution are detailed in Annex D of this Call Off Schedule 6**.**

 **As a Service Terms**

* + 1. Additional terms for provision of a devices, utility and consumption models for technology infrastructure generally described as “As a Service” solutions are detailed in Annex E to this Call-Off Schedule 6.

 **Customer Premises**

* 1. Licence to occupy Customer Premises
		1. Any Customer Premises shall be made available to the Supplier on a non-exclusive licence basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under this Call- Off Contract. The Supplier shall have the use of such Customer Premises as licensee and shall vacate the same immediately upon completion, termination, expiry or abandonment of this Call-Off Contract [ and in accordance with Call-Off Schedule 10 (Exit Management)].
		2. The Supplier shall limit access to the Buyer Premises to such Supplier Staff as is necessary to enable it to perform its obligations under this Call-Off Contract and the Supplier shall co-operate (and ensure that the Supplier Staff co-operate) with such other persons working concurrently on such Buyer Premises as the Buyer may reasonably request.
		3. Save in relation to such actions identified by the Supplier in accordance with paragraph 3.2 of this Call-Off Schedule 6 and set out in the Order Form (or elsewhere in this Call Off Contract), should the Supplier require modifications to the Buyer Premises, such modifications shall be subject to Approval and shall be carried out by the Buyer at the Supplier's expense. The Buyer shall undertake any modification work which it approves pursuant to this paragraph 11.1.3 without undue delay. Ownership of such modifications shall rest with the Buyer.
		4. The Supplier shall observe and comply with such rules and regulations as may be in force at any time for the use of such Buyer Premises and conduct of personnel at the Buyer Premises as determined by the Buyer, and the Supplier shall pay for the full cost of making good any damage caused by the Supplier Staff other than fair wear and tear. For the avoidance of doubt, damage includes without limitation damage to the fabric of the buildings, plant, fixed equipment or fittings therein.
		5. The Parties agree that there is no intention on the part of the Buyer to create a tenancy of any nature whatsoever in favour of the Supplier or the Supplier Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Call-Off Contract, the Buyer retains the right at any time to use any Buyer Premises in any manner it sees fit.
	2. **Security of Buyer Premises**
		1. The Buyer shall be responsible for maintaining the security of the Buyer Premises. The Supplier shall comply with the reasonable security requirements of the Buyer while on the Buyer Premises.
		2. The Buyer shall afford the Supplier upon Approval (the decision to Approve or not will not be unreasonably withheld or delayed) an opportunity to inspect its physical security arrangements.

 **Buyer Property**

* 1. Where the Buyer issues Buyer Property free of charge to the Supplier such Buyer Property shall be and remain the property of the Buyer and the Supplier irrevocably licences the Buyer and its agents to enter upon any premises of the Supplier during normal business hours on reasonable notice to recover any such Buyer Property.
	2. The Supplier shall not in any circumstances have a lien or any other interest on the Buyer Property and at all times the Supplier shall possess the Buyer Property as fiduciary agent and bailee of the Buyer.
	3. The Supplier shall take all reasonable steps to ensure that the title of the Buyer to the Buyer Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Buyer's request, store the Buyer Property separately and securely and ensure that it is clearly identifiable as belonging to the Buyer.
	4. The Buyer Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Buyer otherwise within five (5) Working Days of receipt.
	5. The Supplier shall maintain the Buyer Property in good order and condition (excluding fair wear and tear) and shall use the Buyer Property solely in connection with this Call-Off Contract and for no other purpose without Approval.
	6. The Supplier shall ensure the security of all the Buyer Property whilst in its possession, either on the Sites or elsewhere during the supply of the Services, in accordance with Call- Off Schedule 9 (Security) and the Buyer’s reasonable security requirements from time to time.
	7. The Supplier shall be liable for all loss of, or damage to the Buyer Property, (excluding fair wear and tear), unless such loss or damage was solely caused by a Buyer Cause. The Supplier shall inform the Buyer immediately of becoming aware of any defects appearing in or losses or damage occurring to the Buyer Property.

**Supplier Equipment**

* 1. Unless otherwise stated in this Call Off Contract, the Supplier shall provide all the Supplier Equipment necessary for the provision of the Services.
	2. The Supplier shall not deliver any Supplier Equipment nor begin any work on the Buyer Premises without obtaining Approval.
	3. The Supplier shall be solely responsible for the cost of carriage of the Supplier Equipment to the Sites and/or any Buyer Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on the Call-Off Expiry Date the Supplier shall be responsible for the removal of all relevant Supplier Equipment from the Sites and/or any Buyer Premises, including the cost of packing, carriage and making good the Sites and/or the Buyer Premises following removal.
	4. All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Buyer shall be liable for loss of or damage to any of the Supplier's property located on Buyer Premises which is due to the negligent act or omission of the Buyer.
	5. 4.5 Subject to any express provision of the BCDR Plan (if applicable) to the contrary, the loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Services in accordance with this Call Off Contract, including the Service Levels.
	6. The Supplier shall maintain all Supplier Equipment within the Sites and/or the Buyer Premises in a safe, serviceable and clean condition.
	7. The Supplier shall, at the Buyer’s written request, at its own expense and as soon as reasonably practicable:
		1. remove from the Buyer Premises any Supplier Equipment or any component part of Supplier Equipment which in the reasonable opinion of the Buyer is either hazardous, noxious or not in accordance with this Call-Off Contract; and
		2. replace such Supplier Equipment or component part of Supplier Equipment with a suitable substitute item of Supplier Equipment.

**ANNEX A**

**Non-COTS Third Party Software Licensing Terms**

**ANNEX B**

**COTS Licensing Terms**

**ANNEX C**

**Software Support & Maintenance Terms**

**ANNEX D**

**Software as a Service Terms**

**ANNEX E**

**As a Service Terms**

# Call-Off Schedule 7 (Key Supplier Staff) N/A

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

## 1. Definitions

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

|  |  |
| --- | --- |
| **“Annual Revenue”** | means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the Supplier or, as appropriate, the Supplier Group in its most recent published accounts, subject to the following methodology:figures for accounting periods of other than 12 months should be scaled pro rata to produce a proforma figure for a 12 month period; andwhere the Supplier, the Supplier Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to British Pound Sterling at the closing exchange rate on the Accounting Reference Date; |
| **“Appropriate Authority” or “Appropriate Authorities”** | means the Buyer and the Cabinet Office Markets and Suppliers Team or, where the Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team; |
| **“Associates”** | means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles; |
| **"BCDR Plan"** | has the meaning given to it in Paragraph 2.2 of this Schedule; |
| **"Business Continuity Plan"** | has the meaning given to it in Paragraph 2.3.2 of this Schedule; |
| **“Class 1 Transaction”** | has the meaning set out in the listing rules issued by the UK Listing Authority; |
| **“Control”** | the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “**Controls**” and “**Controlled**” shall be interpreted accordingly; |
| **“Corporate Change Event”** | means:* + - 1. any change of Control of the Supplier or a Parent Undertaking of the Supplier;
			2. any change of Control of any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Deliverables;
			3. any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Deliverables;
			4. a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier whose shares are listed on the main market of the London Stock Exchange plc;
			5. an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Supplier or any Parent Undertaking of the Supplier;
			6. payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding 25% of the Net Asset Value of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any 12 month period;
			7. an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group;
			8. any member of the Supplier Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of the Supplier Group;
			9. the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Supplier Group; and/or
			10. any process or events with an effect analogous to those in paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales;
 |
| **“Critical National Infrastructure”** | means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in:major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social impacts; and/orsignificant impact on the national security, national defence, or the functioning of the UK; |
| **“Critical Service Contract”** | a service contract which the Buyer has categorised as a Gold Contract using the Cabinet Office Contract Tiering Tool or which the Buyer otherwise considers should be classed as a Critical Service Contract; |
| **“CRP Information”** | means, together, the:Group Structure Information and Resolution Commentary; andUK Public Sector and CNI Contract Information; |
| **“Dependent Parent Undertaking”** | means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into the Contract, including for the avoidance of doubt the provision of the Deliverables in accordance with the terms of the Contract; |
| **"Disaster"** | the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable); |
| **"Disaster Recovery Deliverables"** | the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster; |
| **"Disaster Recovery Plan"** | has the meaning given to it in Paragraph 2.3.3 of this Schedule; |
| **"Disaster Recovery System"** | the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster; |
| **“Group Structure Information and Resolution Commentary”** | means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 2 to 4 and Appendix 1 to Part B; |
| **“Parent Undertaking”** | has the meaning set out in section 1162 of the Companies Act 2006; |
| **“Public Sector Dependent Supplier”** | means a supplier where that supplier, or that supplier’s group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business; |
| **"Related Supplier"** | any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time; |
| **"Review Report"** | has the meaning given to it in Paragraph 6.3 of this Schedule; |
| **“Strategic Supplier”** | means those suppliers to government listed athttps://www.gov.uk/government/publications/strategic-suppliers; |
| **“Subsidiary Undertaking”** | has the meaning set out in section 1162 of the Companies Act 2006; |
| **“Supplier Group”** | means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings; |
| **"Supplier's Proposals"** | has the meaning given to it in Paragraph 6.3 of this Schedule; |
| **“UK Public Sector Business”** | means any goods, service or works provision to UK public sector bodies, including Central Government Departments and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations; and |
| **“UK Public Sector / CNI Contract Information”** | means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 2 to 4 and Appendix 2 of Part B; |

## Part A: BCDR Plan

1. **BCDR Plan**
	1. The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
	2. At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer’s written approval a plan (a **“BCDR Plan”**), which shall detail the processes and arrangements that the Supplier shall follow to:
		1. ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
		2. the recovery of the Deliverables in the event of a Disaster
	3. The BCDR Plan shall be divided into four sections:
		1. Section 1 which shall set out general principles applicable to the BCDR Plan;
		2. Section 2 which shall relate to business continuity (the **"Business Continuity Plan"**);
		3. Section 3 which shall relate to disaster recovery (the **"Disaster Recovery Plan"**); and
		4. Section 4 which shall relate to an Insolvency Event of the Supplier, and Key-Subcontractors and/or any Supplier Group member (the “**Insolvency Continuity Plan**”).
	4. Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
2. **General Principles of the BCDR Plan (Section 1)**
	1. Section 1 of the BCDR Plan shall:
		1. set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
		2. provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
		3. contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
		4. detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
		5. contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
		6. contain a risk analysis, including:
			1. failure or disruption scenarios and assessments of likely frequency of occurrence;
			2. identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
			3. identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
			4. a business impact analysis of different anticipated failures or disruptions;
		7. provide for documentation of processes, including business processes, and procedures;
		8. set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
		9. identify the procedures for reverting to "normal service";
		10. set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
		11. identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan;
		12. provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer’s business continuity plans;
		13. set out how the business continuity and disaster recovery elements of the BCDR Plan link to the Insolvency Continuity Plan, and how the Insolvency Continuity Plan links to the business continuity and disaster recovery elements of the BCDR Plan;
		14. contain an obligation upon the Supplier to liaise with the Buyer and (at the Buyer’s request) any Related Supplier with respect to issues concerning insolvency continuity where applicable; and
		15. detail how the BCDR Plan links and interoperates with any overarching and/or connected insolvency continuity plan of the Buyer and any of its other Related Suppliers in each case as notified to the Supplier by the Buyer from time to time.
	2. The BCDR Plan shall be designed so as to ensure that:
		1. the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
		2. the adverse impact of any Disaster is minimised as far as reasonably possible;
		3. it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
		4. it details a process for the management of disaster recovery testing.
	3. The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
	4. The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI’s) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.
3. **Business Continuity (Section 2)**
	1. The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
		1. the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
		2. the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
	2. The Business Continuity Plan shall:
		1. address the various possible levels of failures of or disruptions to the provision of Deliverables;
		2. set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
		3. specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI’s) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
		4. set out the circumstances in which the Business Continuity Plan is invoked.
4. **Disaster Recovery (Section 3)**
	1. The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
	2. The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
		1. loss of access to the Buyer Premises;
		2. loss of utilities to the Buyer Premises;
		3. loss of the Supplier's helpdesk or CAFM system;
		4. loss of a Subcontractor;
		5. emergency notification and escalation process;
		6. contact lists;
		7. staff training and awareness;
		8. BCDR Plan testing;
		9. post implementation review process;
		10. any applicable Performance Indicators (PI’s) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI’s) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
		11. details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
		12. access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
		13. testing and management arrangements.
5. **Insolvency Continuity Plan (Section 4)**
	1. The Insolvency Continuity Plan shall be designed by the Supplier to permit continuity of the business operations of the Buyer supported by the Deliverables through continued provision of the Deliverables following an Insolvency Event of the Supplier, any Key Sub-contractor and/or any Supplier Group member with, as far as reasonably possible, minimal adverse impact.
	2. The Insolvency Continuity Plan shall include the following:
		1. communication strategies which are designed to minimise the potential disruption to the provision of the Deliverables, including key contact details in respect of the supply chain and key contact details for operational and contract Supplier Staff, Key Subcontractor personnel and Supplier Group member personnel;
		2. identification, explanation, assessment and an impact analysis of risks in respect of dependencies between the Supplier, Key Subcontractors and Supplier Group members where failure of those dependencies could reasonably have an adverse impact on the Deliverables;
		3. plans to manage and mitigate identified risks;
		4. details of the roles and responsibilities of the Supplier, Key Subcontractors and/or Supplier Group members to minimise and mitigate the effects of an Insolvency Event of such persons on the Deliverables;
		5. details of the recovery team to be put in place by the Supplier (which may include representatives of the Supplier, Key Subcontractors and Supplier Group members); and
		6. sufficient detail to enable an appointed insolvency practitioner to invoke the plan in the event of an Insolvency Event of the Supplier.
6. **Review and changing the BCDR Plan**
	1. The Supplier shall review the BCDR Plan:
		1. on a regular basis and as a minimum once every six (6) Months;
		2. within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 8; and
		3. where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer’s written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer’s approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer’s prior written approval.
	2. Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
	3. The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
	4. Following receipt of the Review Report and the Supplier’s Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
	5. The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier’s expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.
7. **Testing the BCDR Plan**
	1. The Supplier shall test the BCDR Plan:
		1. regularly and in any event not less than once in every Contract Year;
		2. in the event of any major reconfiguration of the Deliverables
		3. at any time where the Buyer considers it necessary (acting in its sole discretion).
	2. If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer’s requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
	3. The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
	4. The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
	5. The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
		1. the outcome of the test;
		2. any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
		3. the Supplier's proposals for remedying any such failures.
	6. Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.
8. **Invoking the BCDR Plan**
	1. In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.
	2. The Insolvency Continuity Plan element of the BCDR Plan, including any linked elements in other parts of the BCDR Plan, shall be invoked by the Supplier:
		1. where an Insolvency Event of a Key Sub-contractor and/or Supplier Group member (other than the Supplier) could reasonably be expected to adversely affect delivery of the Deliverables; and/or
		2. where there is an Insolvency Event of the Supplier and the insolvency arrangements enable the Supplier to invoke the plan.
9. **Circumstances beyond your control**
	1. The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.
10. **Amendments to this Schedule in respect of Bronze Contracts**
	1. Where a Buyer’s Call-Off Contract is a Bronze Contract, if specified in the Order Form, the following provisions of this Call-Off Schedule 8, shall be disapplied in respect of that Contract:
		1. Paragraph 1.3.4 of Part A so that the BCDR plan shall only be required to be split into the three sections detailed in paragraphs 1.3.1 to 1.3.3 inclusive;
		2. Paragraphs 2.1.13 to 2.1.15 of Part A, inclusive;
		3. Paragraph 5 (Insolvency Continuity Plan) of Part A;
		4. Paragraph 8.2 of Part A; and
		5. The entirety of Part B of this Schedule.
	2. Where a Buyer’s Call-Off Contract is a Bronze Contract, if specified in the Order Form, the following definitions in Paragraph 1 of this Call-Off Schedule 8, shall be deemed to be deleted:
		1. Annual Review;
		2. Appropriate Authority or Appropriate Authorities;
		3. Associates;
		4. Class 1 Transaction;
		5. Control;
		6. Corporate Change Event;
		7. Critical National Infrastructure;
		8. Critical Service Contract;
		9. CRP Information;
		10. Dependent Parent Undertaking;
		11. Group Structure Information and Resolution Commentary;
		12. Parent Undertaking;
		13. Public Sector Dependent Supplier;
		14. Subsidiary Undertaking;
		15. Supplier Group;
		16. UK Public Sector Business; and
		17. UK Public Sector/CNI Contract Information.

Part B: Corporate Resolution Planning

1. **Service Status and Supplier Status**
	1. This Contract is a Critical Service Contract.
	2. The Supplier shall notify the Buyer in writing within 5 Working Days of the Effective Date and throughout the Call-Off Contract Period within 120 days after each Accounting Reference Date as to whether or not it is a Public Sector Dependent Supplier.
2. **Provision of Corporate Resolution Planning Information**
	1. Paragraphs 2 to 4 of this Part B shall apply if the Contract has been specified as a Critical Service Contract under Paragraph 1.1 of this Part B or the Supplier is or becomes a Public Sector Dependent Supplier.
	2. Subject to Paragraphs 2.6, 2.10 and 2.11 of this Part B:
		1. where the Contract is a Critical Service Contract, the Supplier shall provide the Appropriate Authority or Appropriate Authorities with the CRP Information within 60 days of the Effective Date; and
		2. except where it has already been provided, where the Supplier is a Public Sector Dependent Supplier, it shall provide the Appropriate Authority or Appropriate Authorities with the CRP Information within 60 days of the date of the Appropriate Authority’s or Appropriate Authorities’ request.
	3. The Supplier shall ensure that the CRP Information provided pursuant to Paragraphs 2.2, 2.8 and 2.9 of this Part B:
		1. is full, comprehensive, accurate and up to date;
		2. is split into two parts:
			1. Group Structure Information and Resolution Commentary;
			2. UK Public Service / CNI Contract Information and is structured and presented in accordance with the requirements and explanatory notes set out at Annex I of the latest published version of the Resolution Planning Guidance published by the Cabinet Office Government Commercial Function and available at https://www.gov.uk/government/publications/the-outsourcingplaybook and contains the level of detail required (adapted as necessary to the Supplier’s circumstances);
		3. incorporates any additional commentary, supporting documents and evidence which would reasonably be required by the Appropriate Authority or Appropriate Authorities to understand and consider the information for approval;
		4. provides a clear description and explanation of the Supplier Group members that have agreements for goods, services or works provision in respect of UK Public Sector Business and/or Critical National Infrastructure and the nature of those agreements; and
		5. complies with the requirements set out at Appendix 1 (Group Structure Information and Resolution Commentary) and Appendix 2 (UK Public Sector / CNI Contract Information) respectively.
	4. Following receipt by the Appropriate Authority or Appropriate Authorities of the CRP Information pursuant to Paragraphs 2.2, 2.8 and 2.9 of this Part B, the Buyer shall procure that the Appropriate Authority or Appropriate Authorities shall discuss in good faith the contents of the CRP Information with the Supplier and no later than 60 days after the date on which the CRP Information was delivered by the Supplier either provide an Assurance to the Supplier that the Appropriate Authority or Appropriate Authorities approves the CRP Information or that the Appropriate Authority or Appropriate Authorities rejects the CRP Information.
	5. If the Appropriate Authority or Appropriate Authorities rejects the CRP Information:
		1. the Buyer shall (and shall procure that the Cabinet Office Markets and Suppliers Team shall) inform the Supplier in writing of its reasons for its rejection; and
		2. the Supplier shall revise the CRP Information, taking reasonable account of the Appropriate Authority’s or Appropriate Authorities’ comments, and shall re-submit the CRP Information to the Appropriate Authority or Appropriate Authorities for approval within 30 days of the date of the Appropriate Authority’s or Appropriate Authorities’ rejection. The provisions of paragraph 2.3 to 2.5 of this Part B shall apply again to any resubmitted CRP Information provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure under Clause 34 of the Core Terms at any time.
	6. Where the Supplier or a member of the Supplier Group has already provided CRP Information to a Department or the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely to the Cabinet Office Markets and Suppliers Team) and has received an Assurance of its CRP Information from that Department and the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely from the Cabinet Office Markets and Suppliers Team), then provided that the Assurance remains Valid (which has the meaning in paragraph 2.7 below) on the date by which the CRP Information would otherwise be required, the Supplier shall not be required to provide the CRP Information under Paragraph 2.2 if it provides a copy of the Valid Assurance to the Appropriate Authority or Appropriate Authorities on or before the date on which the CRP Information would otherwise have been required.
	7. An Assurance shall be deemed Valid for the purposes of Paragraph 2.6 of this Part B if:
		1. the Assurance is within the validity period stated in the Assurance (or, if no validity period is stated, no more than 12 months has elapsed since it was issued and no more than 18 months has elapsed since the Accounting Reference Date on which the CRP Information was based); and
		2. no Corporate Change Events or Financial Distress Events (or events which would be deemed to be Corporate Change Events or Financial Distress Events if the Contract had then been in force) have occurred since the date of issue of the Assurance.
	8. If the Contract is a Critical Service Contract, the Supplier shall provide an updated version of the CRP Information (or, in the case of Paragraph 2.8.3 of this Part B its initial CRP Information) to the Appropriate Authority or Appropriate Authorities:
		1. within 14 days of the occurrence of a Financial Distress Event (along with any additional highly confidential information no longer exempted from disclosure under Paragraph 2.11 of this Part B) unless the Supplier is relieved of the consequences of the Financial Distress Event under Paragraph 7.1 of Joint Schedule 7 (Financial Distress) (if applicable);
		2. within 30 days of a Corporate Change Event unless not required pursuant to Paragraph 2.10;
		3. within 30 days of the date that:
			1. the credit rating(s) of each of the Supplier and its Parent Undertakings fail to meet any of the criteria specified in Paragraph 2.10; or
			2. none of the credit rating agencies specified at Paragraph 2.10 hold a public credit rating for the Supplier or any of its Parent Undertakings; and
		4. in any event, within 6 months after each Accounting Reference Date or within 15 months of the date of the previous Assurance received from the Appropriate Authority (whichever is the earlier), unless:
			1. updated CRP Information has been provided under any of Paragraphs 2.8.1 2.8.2 or 2.8.3 since the most recent Accounting Reference Date (being no more than 12 months previously) within the timescales that would ordinarily be required for the provision of that information under this Paragraph 2.8.4; or
			2. unless not required pursuant to Paragraph 2.10.
	9. Where the Supplier is a Public Sector Dependent Supplier and the Contract is not a Critical Service Contract, then on the occurrence of any of the events specified in Paragraphs 2.8.1 to 2.8.4 of this Part B, the Supplier shall provide at the request of the Appropriate Authority or Appropriate Authorities and within the applicable timescales for each event as set out in Paragraph 2.8 (or such longer timescales as may be notified to the Supplier by the Buyer), the CRP Information to the Appropriate Authority or Appropriate Authorities.
	10. Where the Supplier or a Parent Undertaking of the Supplier has a credit rating of either:
		1. Aa3 or better from Moody’s;
		2. AA- or better from Standard and Poors;
		3. AA- or better from Fitch;

the Supplier will not be required to provide any CRP Information unless or until either (i) a Financial Distress Event occurs (unless the Supplier is relieved of the consequences of the Financial Distress Event under Paragraph 7.1 of Annex 3 to Joint Schedule 7 (Financial Distress), if applicable) or (ii) the Supplier and its Parent Undertakings cease to fulfil the criteria set out in this Paragraph 2.10, in which cases the Supplier shall provide the updated version of the CRP Information in accordance with paragraph 2.8.

* 1. Subject to Paragraph 4, where the Supplier demonstrates to the reasonable satisfaction of the Appropriate Authority or Appropriate Authorities that a particular item of CRP Information is highly confidential, the Supplier may, having orally disclosed and discussed that information with the Appropriate Authority or Appropriate Authorities, redact or omit that information from the CRP Information provided that if a Financial Distress Event occurs, this exemption shall no longer apply and the Supplier shall promptly provide the relevant information to the Appropriate Authority or Appropriate Authorities to the extent required under Paragraph 2.8.
1. **Termination Rights**
	1. The Buyer shall be entitled to terminate the Contract if the Supplier is required to provide CRP Information under Paragraph 2 of this Part B and either:
		1. the Supplier fails to provide the CRP Information within 4 months of the Effective Date if this is a Critical Service Contract or otherwise within 4 months of the Appropriate Authority’s or Appropriate Authorities’ request; or
		2. the Supplier fails to obtain an Assurance from the Appropriate Authority or Appropriate Authorities within 4 months of the date that it was first required to provide the CRP Information under the Contract,

 which shall be deemed to be an event to which Clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply accordingly.

1. **Confidentiality and usage of CRP Information**
	1. The Buyer agrees to keep the CRP Information confidential and use it only to understand the implications of an Insolvency Event of the Supplier and/or Supplier Group members on its UK Public Sector Business and/or services in respect of CNI and to enable contingency planning to maintain service continuity for end users and protect CNI in such eventuality.
	2. Where the Appropriate Authority is the Cabinet Office Markets and Suppliers Team, at the Supplier’s request, the Buyer shall use reasonable endeavours to procure that the Cabinet Office enters into a confidentiality and usage agreement with the Supplier containing terms no less stringent than those placed on the Buyer under paragraph 4.1 of this Part B and Clause 15 of the Core Terms.
	3. The Supplier shall use reasonable endeavours to obtain consent from any third party which has restricted the disclosure of the CRP Information to enable disclosure of that information to the Appropriate Authority or Appropriate Authorities pursuant to Paragraph 2 of this Part B subject, where necessary, to the Appropriate Authority or Appropriate Authorities entering into an appropriate confidentiality agreement in the form required by the third party.
	4. Where the Supplier is unable to procure consent pursuant to Paragraph 4.3 of this Part B, the Supplier shall use all reasonable endeavours to disclose the CRP Information to the fullest extent possible by limiting the amount of information it withholds including by:
		1. redacting only those parts of the information which are subject to such obligations of confidentiality;
		2. providing the information in a form that does not breach its obligations of confidentiality including (where possible) by:
			1. summarising the information;
			2. grouping the information;
			3. anonymising the information; and
			4. presenting the information in general terms
	5. The Supplier shall provide the Appropriate Authority or Appropriate Authorities with contact details of any third party which has not provided consent to disclose CRP Information where that third party is also a public sector body and where the Supplier is legally permitted to do so.

## Appendix 1: Group structure information and resolution commentary

1. The Supplier shall:
	1. provide sufficient information to allow the Appropriate Authority to understand the implications on the Supplier Group’s UK Public Sector Business and CNI contracts listed pursuant to Appendix 2 if the Supplier or another member of the Supplier Group is subject to an Insolvency Event;
	2. ensure that the information is presented so as to provide a simple, effective and easily understood overview of the Supplier Group; and
	3. provide full details of the importance of each member of the Supplier Group to the Supplier Group’s UK Public Sector Business and CNI contracts listed pursuant to Appendix 2 and the dependencies between each.

## Appendix 2: UK Public Sector / CNI Contract Information

1. The Supplier shall:
	1. provide details of all agreements held by members of the Supplier Group where those agreements are for goods, services or works provision and:
		1. are with any UK public sector bodies including: central Government departments and their arms-length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police fire and rescue, education bodies and the devolved administrations;
		2. are with any private sector entities where the end recipient of the service, goods or works provision is any of the bodies set out in paragraph 1.1.1 of this Appendix 2 and where the member of the Supplier Group is acting as a key sub-contractor under the agreement with the end recipient; or
		3. involve or could reasonably be considered to involve CNI;
	2. provide the Appropriate Authority with a copy of the latest version of each underlying contract worth more than £5m per contract year and their related key sub-contracts, which shall be included as embedded documents within the CRP Information or via a directly accessible link.

# Call-Off Schedule 9 (Security)

## Part A: Short Form Security Requirements

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

|  |  |
| --- | --- |
| **"Breach of Security"** | 1. the occurrence of:
	1. 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
	2. 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,
2. 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;
 |
| **"Security Management Plan"**  | 1. the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.
 |

1. **Complying with security requirements and updates to them**
	1. The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
	2. 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.
	3. Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
	4. If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
	5. Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.
2. **Security Standards**
	1. The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
	2. The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
		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.
	3. The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
	4. In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.
3. **Security Management Plan**
	1. **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.
	2. **Content of the Security Management Plan**
		1. The Security Management Plan shall:
			1. comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
			2. identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
			3. 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;
			4. 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;
			5. 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;
			6. 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
			7. 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.
	3. **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.
	4. **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:
			1. emerging changes in Good Industry Practice;
			2. any change or proposed change to the Deliverables and/or associated processes;
			3. where necessary in accordance with paragraph 2.2, any change to the Security Policy;
			4. any new perceived or changed security threats; and
			5. 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:
			1. suggested improvements to the effectiveness of the Security Management Plan;
			2. updates to the risk assessments; and
			3. 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.
4. **Security breach**
	1. Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
	2. Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
		1. immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
			1. minimise the extent of actual or potential harm caused by any Breach of Security;
			2. 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;
			3. prevent an equivalent breach in the future exploiting the same cause failure; and
			4. 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.
	3. In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

## Part B: Long Form Security Requirements - N/A

 Call-Off Schedule 10 (Exit Management)

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

|  |  |
| --- | --- |
| **“Core Network”** | the provision of any shared central core network capability forming part of the overall Services delivered to the Buyer, which is not specific or exclusive to a specific Call-Off Contract, and excludes any configuration information specifically associated with a specific Call-Off Contract; |
| **“Core Network Assets”** | the assets used in the provision of the Core Network; |
| **"Exclusive Assets"** | Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables; |
| **"Exit Information"** | has the meaning given to it in Paragraph 3.1 of this Schedule; |
| **"Exit Manager"** | the person appointed by each Party to manage their respective obligations under this Schedule; |
| **“Exit Plan”** | the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule; |
| **"Net Book Value"** | the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice); |
| **"Non-Exclusive Assets"** | those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes; |
| **"Registers"** | the register and configuration database referred to in Paragraph 2.2 of this Schedule;  |
| **"Replacement Goods"** | any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party; |
| **"Replacement Services"** | any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those services are provided by the Buyer internally and/or by any third party; |
| **"Termination Assistance"** | 1. the provision of any configuration information reasonably required to effect the implementation of the Replacement Services excluding the Core Network;
2. any activity required to facilitate the transition from the live operation of an existing Service to the live operation of a Replacement Service excluding the Core Network; and

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

1. **Supplier must always be prepared for contract exit**
	1. The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
	2. During the Contract Period, the Supplier shall promptly:
		1. create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
		2. create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables

 ("**Registers**").

* 1. The Supplier shall:
		1. ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
		2. procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.
	2. Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.
1. **Assisting re-competition for Deliverables**
	1. The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "Exit Information").
	2. The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier’s or its Subcontractors’ prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
	3. The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information (excluding the Core Network) which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
	4. The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables (excluding the Core Network); and not be disadvantaged in any procurement process compared to the Supplier.
2. **Exit Plan**
	1. The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
	2. The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
	3. The Exit Plan shall set out, as a minimum:
		1. a detailed description of both the transfer and cessation processes, including a timetable;
		2. how the Deliverables (excluding the Core Network) will transfer to the Replacement Supplier and/or the Buyer;
		3. details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
		4. proposals for the training of key members of the Replacement Supplier’s staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
		5. proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
		6. proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
		7. proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
		8. proposals for the disposal of any redundant Deliverables and materials;
		9. how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
		10. any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
	4. The Supplier shall:
		1. maintain and update the Exit Plan (and risk management plan) no less frequently than:
			1. every [six (6) months] throughout the Contract Period; and
			2. no later than [twenty (20) Working Days] after a request from the Buyer for an up-to-date copy of the Exit Plan;
			3. as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than [ten (10) Working Days] after the date of the Termination Assistance Notice;
			4. as soon as reasonably possible following, and in any event no later than [twenty (20) Working Days] following, any material change to the Deliverables (including all changes under the Variation Procedure); and
		2. jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
	5. Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
	6. A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.
3. **Termination Assistance**
	1. The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a **"Termination Assistance Notice"**) at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
		1. the nature of the Termination Assistance required; and
		2. the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.
	2. The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
		1. no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and
		2. the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.
	3. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
	4. Where the Buyer indicates in a Termination Assistance Notice that it requires any additional services to assist with exit in accordance with paragraph 5.1.3, the Supplier shall provide to the Buyer within ten (10) Working Days of receipt of such Termination Assistance Notice a quotation in the form of an itemised list of costs (in line with any day rates specified in the Contract) for each line of the additional services that the Buyer requires. Within five (5) Working Days of receipt of such quotation the Buyer shall confirm to the Supplier which of those itemised services it requires and the Supplier shall provide those services as part of the Termination Assistance at the Charges provided in the quotation
	5. In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).
4. **Termination Assistance Period**
	1. Throughout the Termination Assistance Period the Supplier shall:
		1. continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
		2. provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
		3. use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
		4. subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI’s) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
		5. at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
		6. seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
	2. If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
	3. If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.
5. **Obligations when the contract is terminated**
	1. The Supplier shall comply with all of its obligations contained in the Exit Plan.
	2. Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
		1. vacate any Buyer Premises;
		2. remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
		3. provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
			1. such information relating to the Deliverables as remains in the possession or control of the Supplier; and
			2. such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
	3. Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.
6. **Assets, Sub-contracts and Software**
	1. Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
		1. terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
		2. terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables excluding the Core Network; or
		3. (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.
	2. Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:
		1. which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("Transferring Assets");
		2. which, if any, of:
			1. the Exclusive Assets that are not Transferable Assets; and
			2. the Non-Exclusive Assets,

the Buyer and/or the Replacement Supplier requires the continued use of; and

* + 1. which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the **"Transferring Contracts"**),

 in order for the Buyer and/or its Replacement Supplier to provide the Deliverables excluding the Core Network from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables (excluding the Core Network) or the Replacement Goods and/or Replacement Services (excluding the Core Network).

* 1. With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
	2. Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
	3. Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
		1. procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
		2. procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
	4. The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
	5. The Buyer shall:
		1. accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
		2. once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
	6. The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
	7. The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.
1. **No charges**
	1. Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.
2. **Dividing the bills**
	1. All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:
		1. the amounts shall be annualised and divided by 365 to reach a daily rate;
		2. the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
		3. the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

# Call-Off Schedule 11 (Installation Works) N/A

# Call-Off Schedule 12 (Clustering) N/A

# Call-Off Schedule 13 (Implementation Plan and Testing) N/A

# Call-Off Schedule 14 (Service Levels)

Please refer to Call off Schedule 20, section 17.

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

1**.** **Definitions**

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

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

**2. Project Management**

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

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

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

**3. Role of the Supplier Contract Manager**

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

3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;

3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;

 3.1.3 able to cancel any delegation and recommence the position himself; and

 3.1.4 replaced only after the Buyer has received notification of the proposed change.

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

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

**4. Role of the Operational Board**

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

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

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

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

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

**5. Contract Risk Management**

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

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

 5.2.1 the identification and management of risks;

 5.2.2 the identification and management of issues; and

 5.2.3 monitoring and controlling project plans.

5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.

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

 **Annex: Contract Boards** the Parties agree to operate the following boards at the locations and at the frequencies set out below:

# Call-Off Schedule 16 (Benchmarking) N/A

# Call-Off Schedule 17 (MOD Terms)

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

|  |  |
| --- | --- |
| **"MOD Terms and Conditions"** | the terms and conditions listed in this Schedule; |
| **"MOD Site"** | shall include any of Her Majesty's Ships or Vessels and Service Stations; |
| **"Officer in charge"** | shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments; |

1. **Access to MOD sites**
	1. The Buyer shall issue passes for those representatives of the Supplier who are approved for admission to the MOD Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Buyer and shall be surrendered on demand or on completion of the supply of the Deliverables.
	2. The Supplier's representatives when employed within the boundaries of a MOD Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of staff at that MOD Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.
	3. The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a MOD Site. Sleeping accommodation and messing facilities, if required, may be provided by the Buyer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At MOD Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's staff for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible give his decision before the commencement of this Contract where so asked by the Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Buyer and shall be obtained by the Supplier from the Officer in charge. Such certificate shall be presented to the Buyer with other evidence relating to the costs of this Contract.
	4. Where the Supplier's representatives are required by this Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in the Buyer Contract Details. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Buyer shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas which is necessary for the purpose of this Contract shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge and, where so provided, shall be free of charge.
	5. Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.
	6. Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc. Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.
	7. No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.
	8. The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Buyer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made at the Site to which the Supplier's representatives are attached. All such advances made by the Buyer shall be recovered from the Supplier.

3 **DEFCONS and DEFFORMS**

3.1 The DEFCONS and DEFORMS listed in Annex 1 to this Schedule are incorporated into this Contract.

3.2 Where a DEFCON or DEFORM is updated or replaced the reference shall be taken as referring to the updated or replacement DEFCON or DEFORM from time to time.

3.3 In the event of a conflict between any DEFCONs and DEFFORMS listed in the Order Form and the other terms in a Call Off Contract, the DEFCONs and DEFFORMS shall prevail.

4 **Authorisation by the Crown for use of third party intellectual property**  **rights**

4.1 Notwithstanding any other provisions of the Call Off Contract and for the avoidance of doubt, award of the Call Off 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 such authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

**ANNEX 1 - DEFCONS & DEFFORMS**

The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via <https://www.gov.uk/guidance/knowledge-in-defence-kid>.

The following MOD DEFCONs and DEFFORMs form part of this contract:

DEFCONs

|  |  |  |
| --- | --- | --- |
| **DEFCON No** | **Version** | **Description** |
| DEFCON 5J  | 18/11/2016 | Unique Identifiers |
| DEFCON 68 | 02/02/2017 | Supply Of Data for Hazardous Articles, Material and Substances |
| DEFCON 76 | 06/2021 | Contractors Personnel at Government Establishments |
| DEFCON 90 | 06/2021 | Copyright |
| DEFCON 117 | 07/2021 | Supply of Information for NATO Codification and Defence Inventory Introduction |
| DEFCON 129J | 18/11/2026 | The Use of Electronic Business Delivery Form |
| DEFCON 520 | 08/2021 | Corrupt Gifts and Payments of Commission |
| DEFCON 522 | 11/2021  | Payment And Recovery of Sums Due |
| DEFCON 531 | 09/2021 | Disclosure Of Information  |
| DEFCON 532B | 09/2021 | Protection Of Personal Data |
| DEFCON 632 | 11/2021 | Third Party Intellectual Property Rights – Rights and Restrictions |
| DEFCON 656B | 08/2016 | Termination for Convenience – Over £5m |
| DEFCON 658 | 09/2021 | Cyber |
| DEFCON 659A | 09/2021 | Security Measures |
| DEFCON 660 | 12/2015 | Official Sensitive Security Requirements |
| DEFCON 670 | 02/2017 | Tax Compliance |
| DEFCON 694 | 07/2021 | Accounting For Property of The Authority |
| DEFCON 761 | 10/2022 | Plastic Packaging Tax |
| DEFCON 703 | 06/2021 | Intellectual Property Rights - Vesting in the Authority |
| DEFCON 707 | 11/2022 | Rights in Technical Data  |

DEFFORMs (Ministry of Defence Forms)

|  |  |  |
| --- | --- | --- |
| **DEFFORM No** | **Version** | **Description** |
|  |  |  |

# Call-Off Schedule 18 (Background Checks)

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

 This Schedule should be used where Supplier Staff must be vetted before working on Contract.

1. **Definitions**

**“Relevant Conviction”** means any conviction listed in Annex 1 to this Schedule.

1. **Relevant Convictions**
	* 1. The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.
		2. Notwithstanding Paragraph 3.1.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):
			1. carry out a check with the records held by the Department for Education (DfE);
			2. conduct thorough questioning regarding any Relevant Convictions; and
			3. ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Deliverables any person who has a Relevant Conviction or an inappropriate record.

**Annex 1 – Relevant Convictions**

**[Insert Relevant Convictions here]**

# Call-Off Schedule 19 (Scottish Law) N/A

# 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

**Annex A – Statement of Requirement**

**PROVISION OF CRIMES HQ SPCB DFD Technical HARDWARE REFRESH**

**(DInfoCom/0289)**

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**PURPOSE**

 The Service Police Crime Bureau (SPCB), Digital Forensics Department, Lab South (DFD L (S)), Southwick Park require the complete renewal of the departments physical hardware (HW) that is essential for operational functionality of the department.

 The MoD may be referred to as “the Authority” hereafter.

**BACKGROUND TO THE CONTRACTING authority**

 Army Headquarters is responsible for overseeing all non-MODNET ICS procurements for the Army.

**Background to requirement/OVERVIEW of requirement**

 SPCB DFD, DFL S, is responsible for extracting digital forensic data from a multitude of devices utilising high performance workstations designed to process, analyse, and secure digital evidence efficiently.

 These high-performance workstations utilised by SPCB DFD, DFL S, require High-speed processers, extensive RAM, specialised forensic software, large capacity secure storage and dedicated Graphics Processing Units (GPU) to handle complex digital forensic investigations.

 SPCB DFD, DFL S, forensic workstations must comply with legal and regularity standards, ensuring data integrity, chain of custody and cyber security resilience. The existing hardware used by DFD has fallen out of regulatory compliance and extended warranty coverage increasing the risk of operational ineffectiveness and the likelihood of costly failures.

**definitions**

|  |  |
| --- | --- |
| **Expression or Acronym** | **Definition** |
| MOD | Ministry of Defence  |
| AST | Application Support Team  |
| DST | Digital Support Team (previously AST) |
| DFD | Digital Forensics Department |
| DFL (S) | Digital Forensics Lab South (sub-unit of DFD) |
| SJS | Service Justice System  |
| SPCB | Service Police Crime Bureau  |

**scope of requirement**

 SPCB DFD, DFL S, require purpose-built hardware (HW) that must feature high performance multi core central processing units (CPU) and dedicated GPUs to handle complex digital forensic investigations. These purpose-built machines have been designed with cost in mind without compromising the integrity of the digital evidence being processed.

**The requirement**

 Suppliers are asked to provide pricing for the following products:

|  |  |
| --- | --- |
| **Product** | **Qty** |
| **Forensic Workstation*** Dual CPU (Xeon Gold 6148 20 core or better)
* 256GB RAM
* 2x 2TB NVME (RAID) for OS, software installations and local operating files.
* 8TB SSD for localhost processing (i.e. image files, tool output, etc)
* SD card media slot
* Front fascia: minimum 2x USB-A ports (USB 3+)
* Rear I/O: minimum 4x USB-A ports (USB 3+), 1Gb Ethernet connection.
* DVD/CD reader/writer
* 1 x RTX GPU with HDMI + DisplayPort.
* 1 x NIC with Fibre connection.
* Integrated hardware write blocker (IDE/SATA/SAS/USB/FireWire/PCIe) for 2x simultaneous devices.
 | 9 |
| **Forensic Management Workstation*** Single CPU (Xeon Silver~)
* 64GB RAM
* 1x 1TB NVME for OS, software installations and local operating files.
* 2TB SSD for local storage.
* SD card media slot
* Front fascia: minimum 2x USB-A ports (USB 3+)
* Rear I/O: minimum 4x USB-A ports (USB 3+), 1Gb Ethernet connection, HDMI/Display port support for 2x monitors.
* DVD/CD reader/writer
* 1 x NIC with Fibre connection.
 | 4 |
| **Forensic Discovery Workstation*** Single CPU (Xeon Silver~)
* 128GB RAM
* 2x 2TB NVME (RAID) for OS, software installations and local operating files.
* 2TB SSD for local storage.
* SD card media slot
* Front fascia: minimum 2x USB-A ports (USB 3+)
* Rear I/O: minimum 4x USB-A ports (USB 3+), 1Gb Ethernet connection, HDMI/Display port support for 2x monitors.
* DVD/CD reader/writer
* 1 x NIC with Fibre connection.
 | 4 |
| **Forensic Isolation Workstation*** Single CPU (Xeon Silver~)
* 16GB RAM
* 1x 1TB NVME for OS, software installations and local operating files.
* 512GB SSD for local storage.
* SD card media slot
* Front fascia: minimum 2x USB-A ports (USB 3+)
* Rear I/O: minimum 4x USB-A ports (USB 3+), 1Gb Ethernet connection, HDMI/Display port support for 2x monitors.
* DVD/CD reader/writer
* 1 x NIC with Fibre connection.
 | 2 |
| **Forensic Virus Workstation*** Single CPU
* 32GB RAM
* 1x 1TB NVME for OS, software installations and local operating files.
* 1TB SSD for local storage.
* SD card media slot
* Front fascia: minimum 2x USB-A ports (USB 3+)
* Rear I/O: minimum 4x USB-A ports (USB 3+), 1Gb Ethernet connection, HDMI port.
* DVD/CD reader/writer
* 1 x NIC with Fibre connection.
 | 1 |
| HD monitors (27”) * HDMI/4K + DisplayPort connections.
* Internal speakers
* Table mounts.
 | 20 (2x each workstation) |
| Dell Thunderbolt Dock WD22TB4,180W OR EQUIVALENT  | 9 |
| EPOS EXPAND 20 OR EQUIVALENT | 2 |
| 4 TB External SSD (USB-a 3.0)  | 17 |

 The contract is for a period of fifty eight (58) months, which shall begin on the delivery date offered by the successful Supplier during the Tender Stage. This fifty eight (58) month period is to include.

Hardware (HW) and comprehensive warranty for 58 months, covering parts, labour, and customer support to ensure continued operational reliability and compliance with service level agreements.

**SUPPORT AND MAINTENANCE**

 Potential providers are requested to provide a PDF quotation, outlining a detailed breakdown of the required hardware (HW), support and maintenance renewal as part of their tender submission.

 The potential providers must provide and ensure that a 24/7 technical support line for onsite repairs or parts replacements for the duration of the fifty eight (58) contract length is provided.

 The potential providers are to ensure that a dedicated account manager and escalation process is in place to address critical issues promptly. All support services must be covered for a minimum of fifty eight (58) months, to maintain system integrity and minimise downtime.

**INSTALLATION, CONFIGURATION, COMMISSIONING AND TESTING:**

 Contract is for the delivery of the HW, and subsequent support and maintenance only. Installation of requisite HW can be conducted by SPCB DFD staff, utilising internal subject matter expert (SME) support if required.

**key milestones**

 The Potential Provider should note the following project milestones that the Authority will measure the quality of delivery against:

|  |  |  |
| --- | --- | --- |
| **Milestone** | **Description** | **Timeframe** |
| 1 | Successful delivery of DFD Hardware refresh and support and maintenance | Within 4 weeks of contract Award  |
| 3 | Adherence to all the required service level agreements as part of the support and maintenance contract. | Throughout the fifty eight (58) month Contract term.  |

**authority’s responsibilities**

Not applicable.

**reporting**

NA – No reports required.

**volumes**

Volumes are as described in Section 6.

**continuous improvement**

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

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

**Sustainability**

Not applicable.

**quality**

Not applicable.

**STAFF AND CUSTOMER SERVICE**

The Authority requires the Potential Provider to provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service to all Parties.

Potential Provider’s staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract.

The Potential Provider shall ensure that staff understand the Authority’s vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

**service levels and performance**

The Authority will measure the quality of the Supplier’s delivery by:

|  |  |  |  |
| --- | --- | --- | --- |
| **KPI/SLA** | **Service Area** | **KPI/SLA description** | **Target** |
| 1 | Delivery timescales | Delivery Timescales: Successful delivery of DFD HW Technical Refresh, support and maintenance within four (4) weeks of Contract award.  | 100% |
| 2 | Support and Maintenance  | Support and Maintenance:Adherence to the following service levels; Fault/breakdown resolution – full issue resolution within 24 hrs (on working days Mon-Fri 0800-1700) within 48 hrs (on sat/sun/bank holidays) throughout the five (5) year Contract term.  | 100% |
| 3 | Support and Maintenance  | Support and Maintenance: Routine maintenance should be completed in line with customer operational availability, throughout the five (5) year Contract term;  | 100% |

Where a Potential Provider fails the KPI’s listed above, the Authority will, in the first instance, seek a mutually agreeable resolution with the Supplier. However, if this is not possible, the Authority reserves the right to cancel the agreement and seek alternative supply from the next ranked Potential Provider identified during the procurement event.

This is a COTS item therefore there are no security requirements on this occasion.

**intellectual property rights (ipr)**

Not applicable.

**additional information**

Nil.

**Location**

The location for delivery of the goods is to be delivered to:

REDACTED

# Call-Off Schedule 21 (Northern Ireland Law) N/A

# Call-Off Schedule 22 (Lease Terms) Financial Lease N/A

# Call-Off Schedule 22 (Lease Terms) Operational Lease N/A

1. **INTRODUCTION**
	1. The Buyer has decided to lease Equipment under the Framework Contract using Framework Schedule 7 (Call-Off Award Procedure) and has stated its requirement using Framework Schedule 6 (Order Form Template and Call-Off Schedules) including specified Joint Schedules and Call-Off Schedules, this Call-Off Schedule 22 (Lease Terms), the Core Terms and each Equipment Order.
2. **DEFINITIONS**
	1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

|  |  |
| --- | --- |
| **“Agreed Percentage"** | means in relation to the leasing of any Equipment, the agreed percentage specified in the relevant Equipment Order Form; |
| **“Authorised User”** | means a person authorised by the Buyer to use and operate the Equipment and who has the necessary qualifications and permits to operate the Equipment, including its employees, agents and independent contractors of the Buyer;  |
| **“Business Hours”** | means 9:00am to 17:00pm Monday to Friday excluding bank holidays or as otherwise detailed in the Call-Off Order Form; |
| **“Default”** | any breach of the obligations of the Supplier (including abandonment of a Call-Off Contract under the Framework 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 this Equipment Order; |
| **“Delivery”** | the transfer of physical possession of the Equipment to the Buyer at the Delivery Place; |
| **“Delivery Date”** | the date on which a piece of Equipment is actually delivered to the Buyer to the Delivery Place as specified by the Buyer in the Equipment Order; |
| **“Delivery Place”** | the place for Delivery specified in the Equipment Order;  |
| **“Due Delivery Date”** | the date specified as the due date for Delivery to the Delivery Place of a piece of Equipment in the Equipment Order; |
| **“Equipment"** | the technology products set out in Framework Schedule 1 - Specification (including all related accessories, manuals and instructions provided for such) and ordered by the Buyer as may be supplemented in the Call-Off Contract or in an Equipment Order and where such equipment comprises multiple items of equipment, references to “Equipment” shall be construed as references to all or any individual item of equipment and any substitutions, replacement or renewal equipment as the context so requires; |
| **“Equipment Order”** | the order by the Buyer specifying the Equipment that the Buyer will lease from the Supplier under the Call-Off Contract, incorporating these Lease Terms, the details of which will be set out in the completed Equipment Order Form;  |
| **“Equipment Order Form”** | in relation to each Equipment Order, made pursuant to the Call Off Contract, an equipment order form which will be substantially in the form at Annex A (Equipment Order Form) or otherwise as prescribed by the Buyer or in an equivalent form as agreed by the Parties from time to time; |
| **“Equipment Maintenance”** | the routine maintenance but excluding any maintenance or repair required as a result wilful damage, neglect or accidental damage between routine maintenance; |
| **“Equipment Maintenance Costs”** | means the costs agreed by the Buyer with the Supplier for the Equipment Maintenance as set out in the Call-Off Order Form;  |
| **“Equipment Owner”** | the person who has title to the Equipment, who could be the Supplier or Finance Provider (as applicable), and who shall be the Lessor of the Equipment to the Buyer as the Lessee; |
| **"Excess"** | has the same meaning given to it in Paragraph 11.9.1; |
| **“Finance Provider”** | means the organisation that has financed the purchasing of the Equipment and as identified in the Equipment Order Form; |
| **“Lease Expiry Date”** | means the end of the Lease Period; |
| **"Lease Payments"** | means the amounts (exclusive of any applicable VAT) [including/excluding] Equipment Maintenance Costs payable to the Equipment Owner by the Buyer under this Call-Off Contract for the full and proper performance by the Supplier of its obligations under the Call-Off Contract as specified in the Equipment Order Form;  |
| **"Lease Period"** | means in relation to a piece of Equipment, the period commencing on the Delivery Date [and subject to confirmation of the Buyer's acceptance] for the particular piece of Equipment and ending on the Lease Expiry Date or Return Date for that piece of Equipment as specified in the Equipment Order Form unless extended or terminated early in accordance with this Call-Off Contract, including these Lease Terms; |
| **"Lease Terms"** | the terms and conditions of supply and lease of Equipment set out in this Call-Off Schedule 22 and which are in addition and supplemental to the Call-Off Contract terms; |
| **"Net Book Value"** | the value of a piece of Equipment from time to time being its purchase price less an amount equal to the depreciation of the piece of Equipment, calculated on a straight-line basis, at the time a valuation is made; |
| **“Net Proceeds”** | means the gross proceeds of sale of any item of Equipment excluding any VAT and after deduction of all third party costs and expenses properly incurred by the Supplier in repossessing, transporting, storing, insuring, selling, maintaining and repairing the Equipment; |
| **“OEM”** | original equipment manufacturer; |
| **“Purchase Option”** | the Buyer’s option to purchase the Equipment as more fully described in paragraph 15; |
| **“Purchase Option Price”** | the price of the Purchase Option which will be the Residual Value;  |
| **“Rebate”** | has the meaning set out in the Equipment Order Form; |
| **“Relevant Percentage”** | means [insert percentage ] % if the Equipment is returned within the first six (6) months of the Lease Period, reducing by [insert percentage ] % for each full calendar month thereafter;  |
| **“Relief Equipment”** | has the meaning set out in paragraph 9; |
| **“Residual Value”** | means, in relation to any Equipment, the residual value specified in the relevant Equipment Order Form (or where the residual value specified in the Equipment Order Form relates to multiple assets, the residual value in relation to any single item of Equipment shall be as specified for such individual item of Equipment in the Equipment Order Form or where no residual value is specified for such individual item of Equipment in the Equipment Order Form, shall be on a pro rata basis); |
| **"Return Date"** | the date so specified in the Equipment Order or as varied by the application of paragraph 5.7; **[Guidance note**: the Equipment may be returned to the Equipment Owner rather than purchased outright at the end] |
| **“Secondary Lease Payments”** | means, in relation to the leasing of any Equipment during the Secondary Lease Period, the secondary payments specified in the relevant Equipment Order Form; |
| **“Self-Insure”** | means any item of Equipment being subject to self-insurance by the Buyer as may be specified in the relevant Equipment Order Form; |
| **"Termination Sum"** | for any piece of Equipment, the aggregate of:1. any Lease Payments due pursuant to this Call Off Contract but unpaid up to the date of termination (together with any interest at the relevant interest rate as set out in the Equipment Order Form); [and/or
2. [the price of that piece of Equipment as at the end of the Lease Period (based on its age and ordinarily expected wear and tear at the time of termination),]
 |
| **“Third Party Terms”** | means the terms submitted by the Supplier or Finance Provider and which are incorporated into this Call-Off Contract and scheduled to the Equipment Order Form; |
| **“Total Loss”** | due to the Buyer’s default, the Equipment is lost, destroyed, stolen, seized, confiscated or in the opinion of the insurers, is damaged beyond repair; and |
| **“Warehouse Charges”** | means the cost of storing the Equipment in the Supplier’s warehouse prior to actual Delivery to the Buyers Delivery Place (if applicable) as set out in the Call-Off Order Form. |

1. **EXCLUSION OF CERTAIN CORE TERMS**
	1. When the Parties have entered into a Call-Off Contract which incorporates the Lease Terms, the following Core Terms are modified in respect of the Call-Off Contract (but are not modified in respect of the Framework Contract):
		1. Clause 3.1.2 does not apply to the Call-Off Contract;
		2. Clause 3.2 does not apply to the Call-Off Contract;
		3. Clause 8.7 does not apply to the Call-Off Contract;
		4. Clause 10.1.2 does not apply to the Buyer extending the Lease Period of any Equipment;
		5. Clause 11.3 does not apply where the Buyer must pay any amount under paragraph 11.
	2. Where Third Party Terms are incorporated into this Call-Off Contract, as set out in the Equipment Order Form, and there is a conflict between the Third Party Terms and these Lease Terms, these Lease Terms shall take precedence.
	3. As the case may be and as set out in the Equipment Order Form, the Supplier or Finance Provider (as applicable) is acting as the “lessor” and the Buyer is the “lessee” of the Equipment.
	4. Where the Buyer has entered into a finance arrangement with a Finance Provider, the Finance Provider shall act as agent on behalf of the Buyer in making payment to the Supplier for the Equipment.
	5. These Lease Terms shall apply to any repaired or replacement Equipment and any Relief Equipment supplied by the Supplier and references to “Equipment” shall be construed accordingly.
2. **Lease Period**
	1. The Lease Period for a piece of Equipment starts on the Delivery Date unless the Buyer (acting in good faith) notifies the Supplier that the piece of Equipment is not in accordance with the agreed specification or otherwise not in conformity with the requirements of the Equipment Order (faulty Equipment) by telephone and confirmed by email within 10 (ten) calendar days of the Delivery Date.
	2. The Supplier shall notify the Buyer no less than three (3) months before the Lease Expiry Date that the Equipment Order is due to expire. This Equipment Order shall terminate automatically on the Lease Expiry Date or Return Date (whichever is the earlier), unless extended in accordance with paragraph 4.3.

**[Guidance note:** an operating lease envisages the period not being more than the useful economic life of the asset and the Equipment being returned to the Owner].

* 1. If the Buyer wants to [extend the Lease Period] or enter into a Secondary Lease Period] any piece of Equipment after the expiry of the Lease Period then the Buyer must give no less than one (1) months written notice to the Supplier prior to the end of the Lease Period and the Supplier must confirm its agreement (which the Supplier cannot unreasonably refuse).

[**Guidance note**: This schedule allows for a Buyer to enter into a Secondary Lease Period. Alternatively, a new lease could be entered into, however to comply with the terms of the Framework the Buyer will need to run a mini-competition. The direct award provisions do not apply to this Lease Schedule. Entering into a Secondary Lease Period does not mean that a new Finance Agreement cannot be entered into. The Finance Agreement would need to be updated in any event as the Buyer will be paying a nominal fee during the Secondary Lease Period.]

* 1. The Supplier shall ensure that the [extended] [Secondary] Lease Period shall not exceed expiry of the useful economic life of the Equipment. In the case of an operating lease, the Lease Period shall not extend to the full period of the useful economic life of the Equipment.
1. **Equipment Order**
	1. Each Equipment Order is subject to and incorporates the Lease Terms so that no other terms and conditions which the Supplier tries to impose under any quotation, confirmation of order, delivery note, invoice or similar document are part of the Call-Off Contract, save for those specific Third Party Terms attached to the Equipment Order Form.
	2. The Parties agree that any other terms or conditions (whether or not inconsistent with the terms of this Call-Off Contract) contained or referred to in any correspondence or any documentation submitted by the Supplier which is not part of the Framework Contract or which are elsewhere implied by custom, practice or course of dealing do not apply.
	3. The Supplier must send a confirmation of the Equipment Order to the Buyer by electronic means (or in any other method as the Parties may agree from time to time) within twenty-four (24) hours of receipt of the Equipment Order and the confirmation will confirm the order details including:
		1. a description of the piece of Equipment ordered;
		2. the anticipated delivery details; and
		3. the name and address of the Supplier.
	4. For the avoidance of doubt, each Equipment Order survives the expiration or termination of the Framework Contract if the Framework Contract expires or is terminated before the expiry or termination of the Equipment Order.
2. **Payments**
	1. Subject to paragraphs 4.1, 6.2 and 6.3, the Buyer shall pay the Lease Payments to the Equipment Owner.
	2. The Supplier shall reimburse the Buyer for any Lease Payments [and any Equipment Maintenance Costs] paid to the Equipment Owner in respect of the period between notifying the Supplier that the Equipment is defective pursuant to paragraph 8.2 and requires repair or replacement and the Supplier completing the Delivery and installation of the repaired or replacement Equipment or Relief Equipment at the Delivery Place or such other premises of the Buyer as it may notify to the Supplier. The amount of the Lease Payments and [any Equipment Maintenance Costs] shall be adjusted on a pro rata basis.
	3. The Buyer shall not be obliged to make any payment unless the Equipment Owner submits a valid invoice for the Lease Payments [and/or Equipment Maintenance Costs] due plus VAT, which shall include the invoice number, the Buyer’s order number and the Equipment Owner’s VAT registration number, and any supporting documentation that the Buyer may reasonably require.

6.3C.1 within five (5) Working Days after the end of the Lease Period;

6.3C.2 in the event the Equipment is not delivered to the Delivery Place within Please see Schedule 20 part 17 The Supplier will or will procure that the Owner repays the Deposit within [insert number ] Working Days of a request in writing from the Buyer; or

6.3C.3 within [insert number] Working Days of notification from the Buyer in writing that the Equipment was not fit for purpose and in accordance with the specification upon Delivery.]

* 1. The Supplier shall, if required, store any piece of Equipment for thirty (30) days free of charge. Where the Supplier is unable to make Delivery on the Due Delivery Date due to Buyer delay the Supplier shall invoice the Buyer for the Warehouse Charges after the expiry of the thirty (30) days free of charge storage.
	2. The Lease Payments payable in relation to any [extensions of a] [Secondary] Lease Period are (unless otherwise agreed between the Parties) calculated:
		1. where the extension is for twenty-eight (28) days or less, proportionately based on the original Lease Payments for the piece of Equipment; or
		2. where the extension is for more than twenty-eight (28) days, using the same method that was used to calculate the original Lease Payments.
1. **delivery**
	1. The Supplier must give the Buyer confirmation of the anticipated Due Delivery Date for each piece of Equipment within two (2) Working Days of receipt of the Equipment Order.
	2. Before the Due Delivery Date of any piece of Equipment the Buyer can amend or cancel and remove that piece of Equipment from the Equipment Order by notifying the Supplier. If the Buyer does cancel all or part of an Equipment Order:
		1. for standard specification pieces of Equipment, the Buyer can cancel any Equipment Order or part of any Equipment Order which has not been delivered. The Buyer will pay the Supplier’s reasonable and proven costs already incurred on the cancelled Equipment Order as long as the Supplier takes all reasonable steps to minimise these costs, including an attempt to redeploy the ordered Equipment to an alternative customer;
		2. in all other circumstances (including where the Equipment is not standard specification), the Supplier will take all reasonable steps to allocate the piece of Equipment to an alternative buyer. If the Supplier is unable to re-allocate the piece of Equipment, the Buyer must pay the Supplier any cancellation charges reasonably, properly and proven to be incurred by the Supplier provided that the Supplier can prove to the reasonable satisfaction of the Buyer that the Supplier has taken all reasonable efforts to minimise such charges; and
		3. where the amendment or cancellation of an Equipment Order is directly or indirectly due to the Supplier’s failure to comply with its obligations under the Call-Off Contract, the Buyer has no liability to the Supplier in respect of the amendment or cancellation.
	3. Delivery of the Equipment shall be made by the Supplier (or the Supplier shall arrange for delivery by the OEM) to the Delivery Place or as otherwise reasonably directed by the Buyer during the Buyer’s usual Business Hours.
	4. The Supplier must ensure that the Equipment:
		1. is properly packed and secured in such manner as to enable it to reach the Delivery Place in good and clean condition; and
		2. is accompanied by a delivery note which shows special usage and storage instructions.
	5. If the Buyer has specified in the Call-Off Order Form that the Supplier must install the Equipment at the Delivery Place, at the Buyer’s expense. The Buyer must make sure that a duly authorised representative of the Buyer is present during the installation of the Equipment.
	6. To facilitate Delivery and, if applicable, installation, the Buyer must provide all requisite materials, facilities, access and suitable working conditions to enable Delivery and, if applicable, installation to be carried out safely and efficiently.
	7. The Supplier can only effect Delivery of the Equipment before the Due Delivery Date if the Buyer agrees in writing to early Delivery before the Supplier attempts Delivery.
	8. Delivery of a piece of Equipment shall be complete once:
		1. a duly authorised representative of the Buyer signs a delivery note (which quotes the Supplier's order number and full details of the piece of Equipment) to confirm Delivery of the Equipment but that signature is not evidence that the Equipment complies with the requirements of the Equipment Order; or
		2. the Equipment has been installed at the Delivery Place.
	9. For the purposes of Delivery to the Supplier’s premises, the Supplier (acting in good faith) shall be duly authorised to provide a proof of delivery to the Buyer to confirm delivery of the Equipment.
	10. If requested by or otherwise due to Buyer cause the Buyer is unable to take Delivery of a piece of Equipment on or after the Due Delivery Date the Supplier, shall store or arrange for the storage of the Equipment for a reasonable time and must safeguard the Equipment including insuring the Equipment until Delivery and the Buyer will, subject to paragraph 6.3, pay the relevant Warehouse Charges to the Supplier as detailed in the Call-Off Order Form.
	11. The Supplier must make sure (at its own cost) that each piece of Equipment is delivered in a new and unused condition unless otherwise set out in the Equipment Order that refurbished to “as if new” condition is acceptable. The Buyer can at its sole discretion reject a piece of Equipment within 10 (ten) Working Days of Delivery which is not in the condition requested in accordance with the Equipment Order and specification and/or in respect of which the Delivery note does not include the required information. If the Supplier becomes aware that a piece of Equipment cannot be delivered by the agreed Due Delivery Date or if a piece of Equipment is not actually delivered by its Due Delivery Date, the Supplier shall inform the Buyer of the revised delivery date. Where the Buyer has indicated that the timing of Delivery is critical, the Supplier must provide an alternative piece of Equipment of the same specification or one with equivalent specification by the Due Delivery Date until the time as the piece of Equipment is actually delivered. If the Supplier cannot supply an alternative piece of Equipment by the Due Delivery Date, the Supplier must meet and promptly refund to the Buyer and any additional costs incurred by the Buyer for provision of a piece of Equipment of the same specification or one with equivalent specification.
	12. The Supplier indemnifies the Buyer against all reasonable Losses incurred whilst the Equipment is unavailable for use by the Buyer due a Default or due to the negligence of the Supplier, its servants or agents.
	13. These Lease Terms shall apply to any repaired or replacement Equipment and Relief Equipment supplied by the Supplier.
2. **Warranties**
	1. The Supplier warrants and will ensure that the Equipment Owner/Original Equipment Manufacturer (as applicable) warrants that the Equipment substantially conforms to its specification (as made available by the Supplier), is of satisfactory quality and fit for any purpose held out by the Supplier.
	2. The Supplier must use all reasonable endeavours to remedy, free of charge, any material defect in the Equipment which manifests itself within twelve (12) Months from the Delivery Date, provided that:
		1. the Buyer notifies the Supplier of any defect in writing within ten (10) Working Days of the defect occurring or of becoming aware of the defect;
		2. the Buyer permits the Supplier (and Owner where they are different) to make a full examination of the alleged defect;
		3. the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than the Supplier’s/Owner’s authorised personnel;
		4. the defect did not arise out of any information, design or any other assistance supplied or furnished by the Buyer or on its behalf; and
		5. the defect is directly attributable to defective material, workmanship or design.
	3. The Supplier is responsible for obtaining all necessary warranties and should transfer such warranties to the Buyer or must ensure that the Buyer can otherwise directly rely on any manufacturers' warranties relating to the fitness and performance of the Equipment (as the Buyer’s election).
	4. If the Supplier does not remedy any material defect in the Equipment in accordance with Clause 8.2, the Supplier must or where they are not the Owner will procure that the Owner, at the Buyer’s request, accept the return of part or all of the Equipment and shall make an appropriate reduction to the Lease Payments which represent the time remaining of the Lease Period.
3. **Relief Equipment**
	1. If, whilst in the United Kingdom, a piece of Equipment is re-called by the Original Equipment Manufacturer the Supplier will provide the Buyer with a replacement piece of Equipment (“Relief Equipment”). The Supplier must make Relief Equipment available for the Buyer's use within the conditions specified in the Call-Off Contract for a period up to twenty-four (24) hours days for any one event.
	2. The Supplier must provide Relief Equipment that is, where reasonably possible, a comparable model to the piece of Equipment which has been re-called.
	3. The Buyer must return the Relief Equipment as directed by the Supplier within five (5) Working Days of being informed that the original Equipment is fit for all of the purposes for which Equipment of its type is commonly used.
	4. The Buyer must use and insure the Relief Equipment on the terms specified within this Call-Off Contract until the point the Relief Equipment is returned to the Supplier.
	5. Where a piece of Equipment is withdrawn from service as a result of a re-call under paragraph 9.1 above, if the Supplier does not provide Relief Equipment to the Buyer within twenty four (24) hours of withdrawal, the Supplier shall reimburse the Buyer for any Lease Payments [and any Equipment Maintenance Costs] paid by the Buyer to the Equipment Owner until Relief Equipment has been provided or the Equipment has been returned to the Buyer.
4. **Title, Possession and Risk**
	1. The Equipment shall at all times remain the property of the Equipment Owner and the Buyer shall have no right, title or interest in or to the Equipment save the right to possession and use the Equipment in accordance with the Call-Off Contract, [Guidance **note**: include the following if the Buyer may want to purchase] [except where the Buyer purchases the Equipment pursuant to the Purchase Option].
	2. [Guidance **note**: This paragraph 10.2 provides for testing of all equipment ordered or a sample. If Buyers do not want to provide for testing this paragraph can be deleted and marked not used]

[The Supplier shall, acting reasonably and in good faith, inspect and test [each piece of Equipment – include if only small amount/a [insert number] or [insert percentage]% sample of the Equipment] (on behalf of the Buyer) to ensure that it is in new condition or “as if new” condition, fit for purpose, in accordance with the agreed specification, and in conformity with the requirements of the Equipment Order. If so requested by the Buyer, the Supplier will give the Buyer reasonable advance notice of such tests, which the Buyer shall be entitled to attend. The Supplier will notify the Buyer and where applicable the Finance Provider of the outcome of the Equipment tests and inspections. Where the Equipment has passed the tests and inspections Delivery can take place on the Due Delivery Date.]

* 1. Except where non-acceptance is due to Default of the Buyer, in the event of non-acceptance the Supplier will, at its own expense make an equivalent alternative piece of Equipment available for use by the Buyer until the time that the Supplier actually delivers an acceptable piece of Equipment to the Buyer. If non-acceptance is due to the Default of the Buyer, the Buyer can cancel the part of the Equipment Order relating to that piece of Equipment but must pay cancellation charges to the Equipment Owner as detailed in the Equipment Order Form.
	2. Subject to paragraph 10.3, from the Delivery Date the Buyer bears the risk of loss or damage to the Equipment however caused and whether insured or not, provided that the Buyer does not bear the risk of loss or damage:
		1. caused by the negligence of the Supplier, its Subcontractors or its agents; or
		2. while the Supplier has possession of the Equipment for maintenance
	3. The Supplier shall give and shall obtain or require that any Equipment Owner shall give (where the Supplier is not the Equipment Owner) give, the Buyer quiet possession of the Equipment and the Supplier warrants and shall obtain or require that the Equipment Owner shall give (if the Supplier is not the Equipment Owner) shall warrant that the Buyer can peaceably hold the Equipment throughout the Lease Period [and any Secondary Lease Period (as applicable)] free of any interference from the Supplier, Equipment Owner or any person acting through the Supplier/ Equipment Owner (as applicable).
1. **Limit of use and Insurance**
	1. The Buyer must not alter, tamper with or modify any Equipment without the Equipment Owner’s written consent, which cannot be unreasonably withheld or delayed.
	2. During the Lease Period, the Buyer must comply with the limits of use detailed in this clause and also those detailed in the Equipment Order Form .
	3. The Buyer must make sure that at all times the Equipment is identifiable as being the Equipment Owner’s property and wherever possible must make sure that a visible sign is attached to the Equipment labelling it as the Equipment Owner’s property.
	4. The Buyer must not sell or offer to sell the Equipment and can only part with possession or control of the Equipment to an Authorised User.
	5. The Buyer must not allow to exist any lien nor assign mortgage pledge or otherwise deal with the Equipment in a manner inconsistent with the Equipment Owner’s interest in the Equipment.
	6. The Buyer must keep the Equipment Owner fully informed of all material matters relating to the Equipment.
	7. The Buyer must at all times keep the Equipment in the possession or control of the Buyer and keep the Equipment Owner informed of its location.
	8. The Buyer must allow the Equipment Owner or its duly authorised representative to inspect the Equipment at all reasonable times and, to enable the Equipment Owner to do so, the Buyer must allow the Equipment Owner entry to the Delivery Place or any premises at which the Equipment may be located, and must grant reasonable access and facilities for such inspection.

**Insurance**

* 1. The Buyer must (unless Self-Insuring):
		1. insure the Equipment from the Delivery Date and keep the Equipment insured until the Return Date to or collection by the Supplier or Equipment Owner (if different to the Supplier) or upon purchase of the Equipment by the Buyer in accordance with paragraph 15, or its nominated agent to the full replacement value of the Equipment under a fully comprehensive policy of insurance in the name of the Buyer bearing endorsements recording the interest of the Supplier and any other persons the Supplier nominates as loss payee. The insurance policy referred to above may be subject to such uninsured amount ("Excess") as may be applicable from time to time and the Buyer indemnifies the Supplier against any Losses with the Excess;
		2. punctually pay all premiums due under the insurance policy and otherwise comply with all the terms and conditions thereof and produce to the Supplier on demand the policy, evidence of the adequacy of the insurance and evidence that all premiums have been duly paid. If the Buyer does not pay any premium the Supplier can do so and the Buyer must reimburse the Supplier;
		3. apply all money received in respect of such insurances in the repairing of damage to or in restoring or replacing the Equipment; and
		4. on termination of the lease of a piece of Equipment for Total Loss, pay the Termination Sum, subject to Paragraph 14 and any early termination/settlement fees payable under the Third Party Terms. .

**Taking Overseas**

* 1. The Buyer must not take or allow any Equipment to be taken out of the United Kingdom without the previous written consent of the Supplier, which cannot be unreasonably withheld or delayed.
	2. If the Supplier grants consent the Buyer must pay a repatriation insurance premium to an association approved by the Supplier to make sure that the Equipment can, if necessary, be returned to the United Kingdom without cost to the Supplier.
	3. The Buyer must make sure that any Equipment is not taken outside of the United Kingdom for a period of more than twenty-eight (28) days without the previous written consent of the Supplier which cannot be unreasonably withheld or delayed.
1. **Maintenance**

**[Guidance note**: Paragraph 12 should be updated to reflect the position in respect of maintenance.]

* 1. [The Buyer shall during the Lease Period [and any Secondary Lease Period (as applicable)] whilst the Equipment is in its possession, maintain the Equipment as detailed in the Equipment Order Form in a good and safe state of repair at all times. [The Buyer may enter into a separate contract for the provision of Equipment maintenance.]

**OR** [The Buyer during the Lease Period [and any Secondary Lease Period (as applicable)] whilst the Equipment is in its possession maintain the Equipment is responsible for maintaining the Equipment a good and safe state of repair. The Buyer and the Supplier agree that the Supplier shall provide Equipment Maintenance. The Equipment Maintenance Costs shall be detailed in the Call Off Order Form.

* 1. The Supplier is responsible for Equipment Maintenance. The Equipment Maintenance Costs are incorporated into the Lease Payments. [Where the maintenance costs are included in the Lease Payments paid by the Buyer to Finance Provider, the Finance Provider will be acting as the Supplier’s agent in collecting the maintenance charges from the Buyer].
	2. Where Equipment Maintenance is required, the Supplier shall provide the Equipment Maintenance to the Equipment for the Buyer and the Buyer is responsible for the Maintenance Costs.
	3. If the Supplier replaces any components which wear out due to fair wear and tear, the replacement component must be new and of the same or equivalent specification.]
1. **Termination**
	1. Without affecting any other right or remedy available to them, the Supplier can terminate the lease of any piece of Equipment with immediate effect by giving written notice to the Buyer if:
		1. the Buyer fails to pay any amount due under this Call-Off Contract (or where there is a third party Finance Provider who is the Equipment Owner, the Buyer fails to make payment to the Finance Provider) on the due date for payment and remains in Default not less than 60 Working Days after being notified in writing to make such payment;
		2. there is a Default of any other term of these Lease Terms by the Buyer which is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 60 Working Days after being notified in writing to do so; or
		3. there is a consistent repeated failure by the Buyer to comply with any of the terms of the Call-Off Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with them having the intention or ability to give effect to the terms of the Call-Off Contract.
	2. The lease of a piece of Equipment terminates automatically if a Total Loss occurs in relation to the Equipment.
	3. At any time, the Buyer can terminate the lease of any piece of Equipment by giving the required written notice to the Supplier or Equipment Owner, if different, as set out in the Equipment Order Form.

**[Guidance note**: The following paragraph 13.4 applies where there is a third party finance agreement. The Buyer should delete the text if not applicable and detail ‘not used’.]

* 1. [Where the Buyer has entered into a separate finance arrangement with a third-party Finance Provider (on the Third Party Terms) and that finance arrangement is terminated for any reason and the Buyer has not purchased the Equipment, subject to paragraph 14.7C these Lease Terms shall also terminate. Where the Supplier is providing any Equipment Maintenance Services, set out in the Call Off Order Form, such Equipment Maintenance Services shall co-terminate on the date of termination of these Lease Terms.]
1. **Consequences of Termination**
	1. Subject to paragraph 15, where the lease of any piece of Equipment is terminated for any reason, the Equipment Owner’s consent to the Buyer’s possession of the Equipment will terminate (unless otherwise agreed between the Buyer and the Equipment Owner) and the Supplier or Equipment Owner (if different) can, by its authorised representatives, with reasonable notice and at the Buyer’s expense, retake possession of the Equipment and for this purpose may enter the Delivery Place or any premises at which the Equipment is located.
	2. Where the Buyer terminates the lease of any piece of Equipment in accordance with paragraph 13.3 of these Lease Terms prior to the expiry of the Lease Period, and the Equipment is returned or collected in accordance with paragraph 4 of these Lease Terms, the Supplier (or Equipment Owner if different) may become entitled to receive a Rebate directly or indirectly from the Original Equipment Manufacturer or distributor (“Seller”) of the Equipment. The Supplier shall (or shall procure that the Equipment Owner (if different) shall) use all reasonable endeavours and act in good faith to secure a Rebate from the Seller. In the event the Supplier (or Equipment Owner (if different) receives a Rebate, the Supplier will (or shall procure the Equipment Owner (if different) will pay the full amount of the Rebate to the Buyer in accordance with paragraph 14.3 of these Lease Terms. The Rebate for each item of Equipment will be the lesser of either:
		1. The Relevant Percentage of the Purchase Option Price of the Equipment; or
		2. The value as detailed in the Equipment Order Form.
	3. Where paragraph 14.2 applies, the Supplier shall (or shall procure that the Equipment Owner (if different) shall) pay the Rebates (where due to the Buyer) to the Buyer within either:
		1. thirty (30) days following the collection of the Equipment by the Supplier/Equipment Owner (as applicable) where the number of pieces of Equipment being returned is less than 4,000;
		2. forty-five (45) days following the collection of the Equipment by the Supplier/Equipment Owner (as applicable) where the number of pieces of Equipment being returned is greater than or equal to 4,000, and the Supplier shall (or shall procure that the Equipment Owner (if different) shall) use reasonable endeavours to provide the Rebates earlier in instalments where possible; or
		3. such other date(s) as agreed in writing between the Parties at (or around) the point of termination.
	4. Subject to paragraph 14.5, where paragraphs 13.1, 13.2 or 13.3 apply or where the lease of a piece of Equipment is terminated for any reason (including Total Loss but excluding termination pursuant to Clause 10 of the Core Terms) the Buyer must, within sixty (60) days of the termination pay the Equipment Owner the Termination Sum and any early termination/settlement fees payable under the Third Party Terms. If the Buyer pays the Equipment Owner the Termination Sum due on termination for Total Loss and any early termination/settlement fees payable under the Third Party Terms, the Buyer shall have no other liability to the Equipment Owner in respect of or in connection with the Total Loss or termination.
	5. The Buyer shall not be liable to make any payments to the Equipment Owner in respect of a Total Loss where the Total Loss occurs to 2% or less of the total of the Equipment as detailed in the Equipment Order Form.
	6. The Supplier agrees (and shall procure that the Equipment Owner (if different) agrees) that any payments made pursuant to paragraph 14.4 above are the Supplier’s/Equipment Owner’s sole and exclusive remedy in respect of the termination which resulted in the payment of money as provided for in that paragraph.
	7. Where the Buyer terminates the Call-Off Contract under Clause 10.4 of the Core Terms and then makes other arrangements for the supply of the Equipment, the Buyer can recover the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Buyer from the Supplier. The Buyer must take reasonable steps to mitigate any additional expenditure. Where the Call-Off Contract is terminated under Clause 10.4 of the Core Terms, the Buyer will not make any further payments under these Lease Terms until the Buyer has established the final cost of making those other arrangements. **[Note**: This would apply where the Supplier is directly supplying the Equipment to the Buyer and is the Equipment Owner.]
	8. Subject to the Buyer exercising the Purchase Option as set out at paragraph 15, on expiry of the Lease Period [or any Secondary Lease Period (as applicable)] or in the event of early termination of the lease in respect of any Equipment the Buyer must:
		1. make the Equipment available for collection by the Supplier or Equipment Owner (if different to the Supplier) at the Buyer’s reasonable cost such reasonable costs limited to disconnecting the Equipment, on the Return Date or other date agreed for collection or alternatively the Buyer shall arrange for return of the Equipment to the Equipment Owner’s designated return address The Supplier will be bound by all obligations under this Call-Off Contract until the time when the Supplier or Equipment Owner (if different) actually collects the Equipment which the Supplier or Equipment Owner (if different) shall do promptly (without prejudice to the continuance of the obligation to pay any Rebates due to the Buyer until such Rebates are paid in cleared funds);
		2. complete an inspection form with the Supplier or Equipment Owner (if different) on the Return Date or other date assigned for collection or return (including a record of the condition of the Equipment in a written and/or photographic report) and ensure that the Equipment together with any books, manuals, service records, registration and other documents relating to it as the Supplier or Equipment Owner (if different and as applicable) may reasonably require, are returned and that the Equipment is in a condition consistent with its age making due allowance for fair wear and tear. If required by the Supplier or Equipment Owner (if different), the Buyer shall permit the Supplier or Equipment Owner (if different) to enter any non-restricted premises at which the Equipment may be located for the purposes of inspecting the Equipment prior to return;
		3. if the Supplier or Equipment Owner (if different) notifies the Buyer that the Equipment is not in the condition required under paragraph 14.8.2, pay to the Supplier or Equipment Owner (if different) the amount that the Parties agree as the cost of rectification as calculated in accordance with Appendix 2 – Damage Matrix of the Equipment Order. Any dispute regarding the condition of the Equipment will be managed in accordance with Clause 34 of the Core Terms; and
		4. in the event of damage to any Equipment the Supplier must forward an invoice to the Buyer within twenty-one (21) days following the Return Date. In the case of dispute the Buyer will notify the Supplier of what is in dispute within twenty-one (21) days of receipt of invoice or pay the invoice in accordance with the payment terms. Any such dispute must be resolved in accordance with Clause 34 of the Core Terms.
2. **Purchase Option**
	1. Subject to paragraph 15.2, the Supplier must make sure that the Buyer has the option, exercisable by not less than twenty (20) Working Days’ written notice to the Equipment Owner to purchase the Equipment from the Equipment Owner on the last Working Day of the Lease Period at the Purchase Option Price.
	2. The Buyer can only exercise the Purchase Option if the Buyer has paid in full all amounts due under the Call-Off Contract up to the date of exercise of the Purchase Option.
	3. On completion of the purchase of the Equipment under this paragraph 15, the title to the Equipment as the Owner had on the Delivery Date will transfer to the Buyer. The Equipment will transfer to the Buyer in the condition and at the location in which it is found on the date of transfer.
3. **Sale of Equipment**

**Re-Sale**

The Supplier shall be entitled to sell or re-lease the Equipment or otherwise deal with the Equipment at the end of the Lease Period or upon the termination or expiration of the leasing of the Equipment.

1. **The Equipment Owner**
	1. If the Equipment Owner and the Supplier are not the same person, the Equipment Owner can enforce:
		1. paragraph 10.1; and
		2. each of the following paragraphs of the Lease Terms as if it was the Supplier:
			1. paragraphs 9.3 and 9.4;
			2. paragraphs 11, 12 and 13.1.2; and
			3. paragraphs 14.1 and 14.8;

**Annex A**

Call-Off Schedule 22 (Lease Terms) – Equipment Order Form Template

**[Buyer guidance:** This Equipment Order Form, when completed and executed by both Parties, forms an Equipment Order. An Equipment Order can be completed and executed using an equivalent document or available electronic purchase order system. If an electronic purchasing system is used instead of signing as a hard-copy, the text below must be copied into the electronic order form]

ORDER REFERENCE: **[Insert** Buyer’s Equipment Order number]

DATE OF ORDER: **[Insert** Date the order is placed]

THE BUYER: **[Insert** Buyer’s name]

BUYER CONTACT [**Insert** business address and contact number]

INVOICE CONTACT [**Insert** business address for equipment invoicing]

THE SUPPLIER: [**Insert** name of Supplier]

SUPPLIER ADDRESS: [**Insert** registered address]

SUPPLIER ACCOUNT

MANAGER: **Insert** registered address]

**THE DELIVERABLES**

[**Buyer guidance**: Insert the details for the Equipment and/or Services which are the subject of the Call-Off Contract. For example:

Equipment: [**Insert** Description of Equipment]

Quantity: [**Insert** Number of items]

Equipment Owner: [**Insert** Name of the owner of the Equipment]

Delivery Place: [**Insert** where the Equipment is to be delivered]

Due Delivery Date: [**Insert** date the Equipment is due to be delivered]

**LEASE PERIOD**

**[Buyer guidance:** The Lease Period and Maximum Lease Period apply to an operating lease. Delete if not applicable.]

The Lease Period shall be the period of **[insert]** months from the Delivery Date until the Lease Expiry Date/Return Date.

Maximum Lease Period extension: [**Insert]** maximum length of extension for operating lease.]

**[Buyer guidance**: Extension periods are agreed in accordance with paragraph 6.5 of the Lease Terms]

**PRICE AND PAYMENT**

[**Buyer Guidance**: The Lease Payments apply to an operating lease. Delete if not applicable.]

|  |  |
| --- | --- |
| Lease Payments payable by the Buyer: | [**Insert** Lease Payments payable (including any applicable discount but excluding VAT)] |

Residual Value: **[Insert** residual value amount. If there are multiple assets with different residual values, the residual values should be set out on a per asset basis. Otherwise, the residual value will be calculated on a pro rata basis for all assets the subject of the same Equipment Order Form.]

[**Buyer guidance**: The residual value is the value of the Equipment at the end of the Lease Period and is the residual risk which the Supplier is taking in the Equipment (i.e. it is not covered by the Lease Payments scheduled to be paid under the lease). The residual value is only really relevant to determine the Total Loss and from an accounting perspective needs to be sufficiently high to qualify for operating lease treatment so that the relevant Public Sector lessee is not deemed to have entered into borrowings which could be outside the powers of the public body).]

|  |  |
| --- | --- |
| Cancellation charges (if applicable): | [**Insert** the cost of cancelling in accordance with paragraphs 7.2.2 and 10.3]  |

Purchase Option Price [**Insert** the Purchase Option Price (excluding VAT)]

Payment Method [**Insert** payment method(s) and necessary details]

**Invoicing and Payment**

The Supplier shall issue invoices and the Buyer shall pay the Supplier within thirty (30) days of receipt of a valid invoice, submitted in accordance with this Equipment Order Form and the provisions of the Call-Off Contract.

**Termination Sum**

The Termination Sum: [**Insert** the sum calculated in accordance with the definition of Termination Sum.]

**LIMITS ON USE**

**[Buyer Guidance:** The below are examples of exclusions of use. The Buyer may wish to add further exclusions or delete any which are not relevant].

In accordance with paragraph 11.2 of the Lease Terms, the Buyer must:

* keep and operate the Equipment in a suitable environment, use it only for the purposes for which it is intended, and operate it in a proper manner by trained competent staff in accordance with any operating instructions provided by the Supplier;
* not without the prior written consent of the Equipment Owner, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on the land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to the land or building and the Buyer must repair and make good any damage caused by the affixation or removal of the Equipment from any land or building;
* not overload the Equipment or use it for sub-lease or reward activities;
* not do or allow to be done anything which will or might jeopardise the right, title and/or interest of the Equipment Owner in the Equipment and, where the Equipment has become affixed to any land or building, the Buyer must take all necessary steps to ensure that the Equipment Owner can enter the land or building and recover the Equipment both during the Lease Period and for a reasonable period after the Lease Period [including by procuring from any person having an interest in the land or building, a waiver in writing and in favour of the Equipment Owner of any rights the person may have or acquire in the Equipment and a right for the Equipment Owner to enter onto the land or building to remove the Equipment;
* not allow the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is confiscated, seized or taken, the Buyer must notify the Equipment Owner and the Buyer must at its sole expense use all reasonable endeavours to procure an immediate release of the Equipment;
* not do or allow anything to be done which could invalidate the insurances referred to in paragraph 11.9 of the Lease Terms; and
* not use the Equipment for any unlawful purpose.

Return condition: [**Insert** any applicable return conditions if the Supplier has particular conditions.]

**INSURANCE**

Is the Buyer Self-Insuring? Yes/No (delete as appropriate)

**SPECIAL TERMS**

[**Buyer Guidance**: Add provisions in special Terms to incorporate Third Party Terms, as applicable. Any Third Party terms should be attached to the Equipment Order Form at Appendix 1.]

This Equipment Form may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Equipment Order Form.

**BY SIGNING AND RETURNING THIS ORDER THE SUPPLIER AGREES** that they have read Order Schedule 22 (Lease Terms) and the Call-Off Contract, and by signing below agree to be bound by the terms of the Call-Off Contract (including the Lease Terms). Terms defined in this Equipment Order Form have the meanings given to such terms in the Lease Terms and Joint Schedule 1 (Definitions).

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

**Appendix 1 Third Party Terms**

**Appendix 2 Damage Matrix**

|  |  |  |  |
| --- | --- | --- | --- |
| **Grade** | **Condition** | **Percentage of Equipment** | **Value (£)** |
| A |  |  |  |
| B |  |  |  |
| C |  |  |  |
| D |  |  |  |
| E |  |  |  |

# Call-Off Schedule 22 (Lease Terms) N/A

# Call-Off Schedule 23 (HMRC Terms)

**Definitions**

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

|  |  |
| --- | --- |
| **“Connected Company”** | in relation to a company, entity or other person, the Affiliates of that company, entity or other person or any other person associated with such company, entity or other person; |
| **“Control”** | the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly; |
| **“Prohibited Transaction”** | 1. any arrangements involving the use of off-shore companies or other off-shore entities the main purpose, or one of the main purposes, of which is to achieve a reduction in United Kingdom Tax of any description otherwise payable by the Supplier or a Connected Company on or in connection with the Charges; or
2. which would be payable by any Key Subcontractor and its Connected Companies on or in connection with payments made by or on behalf of the Supplier under or pursuant to the applicable Key Subcontract,

other than transactions made between the Supplier and its Connected Companies or a Key Subcontractor and its Connected Companies on terms which are at arms-length and are entered into in the ordinary course of the transacting parties’ business; |
| **“Purchase Order Number”** | the Buyer’s unique number relating to the supply of the Deliverables;   |
| **“Supporting Documentation”** | sufficient information in writing to enable the Buyer to reasonably verify the accuracy of any invoice; and |
| **“Tax Compliance Failure”** | where an entity or person under consideration meets all 3 conditions contained in the relevant excerpt from HMRC’s “Test for Tax Non-Compliance”, as set out in Annex 1 (as amended and updated from time to time), where:1. the “Economic Operator” means the Supplier or any agent, supplier or Subcontractor of the Supplier requested to be replaced pursuant to Paragraph 5.3; and
2. any “Essential Subcontractor” means any Key Subcontractor.
 |

**2. Exclusion of certain Core Terms and terms of Schedules**

2.1 When the Parties have entered into a Call-Off Contract which incorporates the terms of this Call-Off Schedule 23, the following Core Terms are modified in respect of that Call-Off Contract (but are not modified in respect of the Framework Contract):

 2.1.1 Clauses 31.1, 31.2, 31.3 and 31.4(d) of the Core Terms do not apply to that Call-Off Contract, but for the avoidance of doubt, the remainder of Clause 31.4 of the Core Terms shall continue to apply to the Call-Off Contract; and

 2.1.2 Clause 7.2 of the Core Terms does not apply to that Call-Off Contract.

2.2 When the Parties have entered into a Call-Off Contract which incorporates the terms of this Call-Off Schedule 23, the following Joint Schedules are modified in respect of that Call-Off Contract (but are not disapplied in respect of the Framework Contract):

 2.2.1. The definition of “Occasion of Tax Non-Compliance” contained in Joint Schedule 1 (Definitions) does not apply to that Call-Off Contract; and

 2.2.2. paragraph 5(d) of Joint Schedule 11 (Processing Data) does not apply to that Call-Off Contract.

**3. Charges, Payment and Recovery of Sums Due**

3.1 The Supplier shall invoice the Buyer as specified in Clause 4 of the Core Terms as modified by any Framework Special Terms or any Call-Off Special Terms.

3.2 In addition to the provisions of Clause 4 of the Core Terms and any applicable Framework Special Term or Call-Off Special Term, the Supplier shall procure a Purchase Order Number from the Buyer before any Deliverables are supplied. Should the Supplier supply Deliverables without a Purchase Order Number:

 3.2.1. the Supplier does so at its own risk; and

 3.2.2. the Buyer shall not be obliged to pay any invoice without a valid Purchase Order Number having been provided to the Supplier.

3.3 The Supplier shall submit each invoice and any Supporting Documentation required in accordance with Clause 4 of the Core Terms and any applicable Framework Special Term or Call-Off Special Term, as directed by the Buyer from time to time, either:

 3.3.1. via the Buyer ’s electronic transaction system as an Electronic Invoice; or

 3.3.2. to the [specify who the contact in HMRC is] (or such other person notified to the Supplier in writing by the Buyer) by email in pdf format or, if agreed with the Buyer, in hard copy by post.

**4. Warranties**

4.1 The Supplier represents and warrants that:

 4.1.1. in the three years prior to the Effective Date, it has complied with all applicable Law related to Tax in the United Kingdom and in the jurisdiction in which it is established;

 4.1.2. it has notified the Buyer in writing of any Tax Compliance Failure it is involved in; and

 4.1.3. no proceedings or other steps have been taken (nor, to the best of the Supplier’s knowledge, are threatened) for:

 4.1.3.1. the winding up of the Supplier;

 4.1.3.2 the Supplier’s dissolution; or

 4.1.3.3. the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier’s assets or revenue,

 and the Supplier has notified the Buyer of any profit warnings it has issued in the three years prior to the Effective Date.

4.2 If the Supplier becomes aware that any of the representations or warranties under Paragraphs 4.1.1, 4.1.2 and/or 4.1.3 have been breached, are untrue or misleading, it shall immediately notify the Buyer in sufficient detail to enable the Buyer to make an accurate assessment of the situation.

 4.2.1 In the event that the warranty given by the Supplier in Paragraph 4.1.2 is materially untrue, this shall be deemed to be an event to which Clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

**5. Promoting Tax Compliance**

5.1 The Supplier shall comply with all Law relating to Tax and with the equivalent legal provisions of the country in which the Supplier is established.

5.2 The Supplier shall provide to the Buyer the name and, as applicable, the Value Added Tax registration number, PAYE collection number and either the Corporation Tax or self- assessment reference of any agent, supplier or Subcontractor of the Supplier prior to that person supplying any material Deliverables under the Contract.

5.3 Upon a request by the Buyer, the Supplier shall not contract, or will cease to contract, with any agent, supplier or Subcontractor of the Supplier engaged in supplying Deliverables under the Contract.

5.4 If, at any point during the Call-Off Contract Period, there is a Tax Compliance Failure, the Supplier shall:

 5.4.1. notify the Buyer in writing within five (5) Working Days of its occurrence; and

 5.4.2. promptly provide to the Buyer:

 5.4.2.1. details of the steps which the Supplier is taking to resolve the Tax Compliance Failure and to prevent it from recurring, together with any mitigating factors that it considers relevant; and

 5.4.2.2. such other information in relation to the Tax Compliance Failure as the Buyer may reasonably require.

5.5 The Supplier shall indemnify the Buyer against any liability for Tax (including any interest, penalties or costs incurred) of the Buyer in respect of the Supplier's failure to account for or to pay any Tax relating to payments made to the Supplier under this Contract.

5.6 Any amounts due under Paragraph 5.5 shall be paid not less than five (5) Working Days before the date upon which the Tax or other liability is payable by the Buyer. Any amounts due under Paragraph 5.5 shall not be subject to clause 11.2 of the Core Terms.

5.7 Upon the Buyer’s request, the Supplier shall promptly provide information which demonstrates how the Supplier complies with its Tax obligations.

5.8 If the Supplier:

 5.8.1. fails to comply with Paragraphs 5.1, 5.4.1 and/or 5.7 this may be a material breach of the Contract;

 5.8.2. fails to comply with a reasonable request by the Buyer that it must not contract, or must cease to contract, with any agent, supplier or Subcontractor of the Supplier as required by Paragraph 5.3 on the grounds that the agent, supplier or Subcontractor of the Supplier is involved in a Tax Compliance Failure this shall be a material breach of the Contract; and/or

 5.8.3. fails to provide acceptable details of steps being taken and mitigating factors pursuant to Paragraph 5.4.2 this shall be a material breach of the Contract;

 and any such material breach shall be deemed to be an event to which clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

5.9 In addition to those circumstances listed in clause 15.2 to 15.4 of the Core Terms, the Buyer may internally share any information, including Confidential Information, which it receives under Paragraphs 5.2 to 5.4 (inclusive) and 5.7.

**6. Use of Off-shore Tax Structures**

6.1 The Supplier shall not, and shall ensure that its Connected Companies, Key Subcontractors (and their respective Connected Companies) shall not, have or put in place any Prohibited Transactions, unless the Buyer otherwise agrees to that Prohibited Transaction.

6.2 The Supplier shall notify the Buyer in writing (with reasonable supporting detail) of any proposal for the Supplier, its Connected Companies, or a Key Subcontractor (or any of its Connected Companies), to enter into any Prohibited Transaction. The Supplier shall include reasonable supporting detail and make the notification within a reasonable time before the Prohibited Transaction is due to be put in place.

6.3 If a Prohibited Transaction is entered into in breach of Paragraph 6.1, or circumstances arise which may result in such a breach, the Supplier and/or the Key Subcontractor (as applicable) shall discuss the situation with the Buyer. The Parties shall agree (at no cost to the Buyer) any necessary changes to any such arrangements by the undertakings concerned (and the Supplier shall ensure that the Key Subcontractor shall agree, where applicable). The matter will be resolved using clause 34 of the Core Terms if necessary.

6.4 Failure by the Supplier (or a Key Subcontractor) to comply with the obligations set out in Paragraphs 6.2 and 6.3 shall be deemed to be an event to which clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

**7. Data Protection and off-shoring**

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

 7.1.1. not transfer Personal Data outside of the United Kingdom unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

 7.1.2. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;

 7.1.2.1. the Data Subject has enforceable rights and effective legal remedies;

 7.1.2.2 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

 7.1.2.3. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data;

7.2 Failure by the Processor to comply with the obligations set out in Paragraph 7.1 shall be deemed to be an event to which clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

**8. Commissioners for Revenue and Customs Act 2005 and related Legislation**

8.1 The Supplier shall comply with, and shall ensure that all Supplier Staff who will have access to, or are provided with, Government Data comply with the obligations set out in Section 18 of the Commissioners for Revenue and Customs Act 2005 (“**CRCA**”) to maintain the confidentiality of Government Data. Further, the Supplier acknowledges that (without prejudice to any other rights and remedies of the Buyer) a breach of those obligations may lead to a prosecution under Section 19 of CRCA.

8.2 The Supplier shall comply with, and shall ensure that all Supplier Staff who will have access to, or are provided with, Government Data comply with the obligations set out in the Official Secrets Acts 1911 to 1989 and the obligations set out in Section 182 of the Finance Act 1989.Further, the Supplier acknowledges that (without prejudice to any other rights and remedies of the Buyer) a breach of those obligations may lead to prosecution under those Acts.

8.3 The Supplier shall comply with, and shall ensure that all Supplier Staff who will have access to, or are provided with, Government Data comply with the obligations set out in Section 123 of the Social Security Administration Act 1992, which may apply to the fulfilment of some or all of the Deliverables. The Supplier acknowledges that (without prejudice to any other rights and remedies of the Buyer) a breach of the Supplier’s obligations under Section 123 of the Social Security Administration Act 1992 may lead to a prosecution under that Act.

8.4 The Supplier shall regularly (not less than once every six (6) months) remind all Supplier Staff who will have access to, or are provided with, Government Data in writing of the obligations upon Supplier Staff set out in Paragraphs 8.1, 8.2 and 8.3. The Supplier shall monitor the compliance by Supplier Staff with such obligations.

8.5 The Supplier shall ensure that all Supplier Staff who will have access to, or are provided with, Government Data sign (or have previously signed) a Confidentiality Declaration, in the form provided at Annex 2. The Supplier shall provide a copy of each such signed declaration to the Buyer upon demand.

8.6 In the event that the Supplier or the Supplier Staff fail to comply with this Paragraph 8, the Buyer reserves the right to terminate the Contract as if that failure to comply were an event to which clause 10.4.1 of the Core Terms applies.

**Annex 1**

**Excerpt from HMRC’s “Test for Tax Non-Compliance”**

*Condition one (An in-scope entity or person)*

1. There is a person or entity which is either: (“X”)
2. The Economic Operator or Essential Subcontractor (EOS)
3. Part of the same Group of companies of EOS. An entity will be treated as within the same Group of EOS where that entities’ financial statements would be required to be consolidated with those of EOS if prepared in accordance with *IFRS 10 Consolidated Financial Accounts[[1]](#footnote-2)*;
4. Any director, shareholder or other person (P) which exercises control over EOS. ‘Control’ means P can secure, through holding of shares or powers under articles of association or other document that EOS’s affairs are conducted in accordance with P’s wishes.

 *Condition two (Arrangements involving evasion, abuse or tax avoidance)*

1. X has been engaged in one or more of the following:
	1. Fraudulent evasion[[2]](#footnote-3);
	2. Conduct caught by the General Anti-Abuse Rule[[3]](#footnote-4);
	3. Conduct caught by the Halifax Abuse principle[[4]](#footnote-5);
	4. Entered into arrangements caught by a DOTAS or VADR scheme[[5]](#footnote-6);
	5. Conduct caught by a recognised ‘anti-avoidance rule’[[6]](#footnote-7) being a statutory provision which targets arrangements where either a main purpose, or an expected benefit, is to obtain a tax advantage or where the arrangement is not effected for commercial purposes. ‘Targeted Anti-Avoidance Rules’ (TAARs). It may be useful to confirm that the Diverted Profits Tax is a TAAR for these purposes;
	6. Entered into an avoidance scheme identified by HMRC’s published Spotlights list[[7]](#footnote-8);
	7. Engaged in conduct which falls under rules in other jurisdictions which are equivalent or similar to (a) to (f) above.

*Condition three (Arrangements are admitted, or subject to litigation/prosecution or identified in a published list (Spotlights))*

1. X’s activity in *Condition 2* is, where applicable, subject to dispute and/or litigation as follows:
	1. In respect of (a), either X:
		1. Has accepted the terms of an offer made under a Contractual Disclosure Facility (CDF) pursuant to the Code of Practice 9 (COP9) procedure[[8]](#footnote-9); or,
		2. Has been charged with an offence of fraudulent evasion.
	2. In respect of (b) to (e), once X has commenced the statutory appeal process by filing a Notice of Appeal and the appeal process is ongoing including where the appeal is stayed or listed behind a lead case (either formally or informally). NB Judicial reviews are not part of the statutory appeal process and no supplier would be excluded merely because they are applying for judicial review of an HMRC or HMT decision relating to tax or national insurance.
	3. In respect of (b) to (e), during an HMRC enquiry, if it has been agreed between HMRC and X that there is a pause with the enquiry in order to await the outcome of related litigation.
	4. In respect of (f) this condition is satisfied without any further steps being taken.
	5. In respect of (g) the foreign equivalent to each of the corresponding steps set out above in (i) to (iii).

**For the avoidance of doubt, any reference in this Annex 1 to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time including any implementing or successor legislation.**

**Annex 2 Form**

**CONFIDENTIALITY DECLARATION**

CONTRACT REFERENCE: [for Supplier to insert Contract reference number and contract date] ((‘the Agreement’)

DECLARATION:

I solemnly declare that:

1. I am aware that the duty of confidentiality imposed by section 18 of the Commissioners for Revenue and Customs Act 2005 applies to Government Data (as defined in the Agreement) that has been or will be provided to me in accordance with the Agreement.
2. I understand and acknowledge that under Section 19 of the Commissioners for Revenue and Customs Act 2005 it may be a criminal offence to disclose any Government Data provided to me.

|  |
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| SIGNED: |
| FULL NAME: |
| POSITION: |
| COMPANY:  |
| DATE OF SIGNATURE:  |

1. <https://www.iasplus.com/en/standards/ifrs/ifrs10> [↑](#footnote-ref-2)
2. ‘Fraudulent evasion’ means any ‘UK tax evasion offence’ or ‘UK tax evasion facilitation offence’ as defined by section 52 of the Criminal Finances Act 2017 or a failure to prevent facilitation of tax evasion under section 45 of the same Act. [↑](#footnote-ref-3)
3. “General Anti-Abuse Rule” means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any

future legislation introduced into Parliament to counteract tax advantages arising from abusive

arrangements to avoid national insurance contributions [↑](#footnote-ref-4)
4. “Halifax Abuse Principle” means the principle explained in the CJEU Case C-255/02 Halifax and others [↑](#footnote-ref-5)
5. A Disclosure of Tax Avoidance Scheme (DOTAS) or VAT Disclosure Regime (VADR) scheme caught by rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Section 19 and Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Section 19 and Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992. [↑](#footnote-ref-6)
6. The full definition of ‘Anti-avoidance rule’ can be found at Paragraph 25(1) of Schedule 18 to the Finance Act 2016 and Condition 2 (a) above shall be construed accordingly. [↑](#footnote-ref-7)
7. Targeted list of tax avoidance schemes that HMRC believes are being used to avoid paying tax due and which are listed on the Spotlight website: <https://www.gov.uk/government/collections/tax-avoidance-schemes-currently-in-the-spotlight> [↑](#footnote-ref-8)
8. The Code of Practice 9 (COP9) is an investigation of fraud procedure, where X agrees to make a complete and accurate disclosure of all their deliberate and non-deliberate conduct that has led to irregularities in their tax affairs following which HMRC will not pursue a criminal investigation into the conduct disclosed. [↑](#footnote-ref-9)