

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

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## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

### **Order Form**

Call-Off Reference: C296786

Call-Off Title: Data Enablement and Acceleration Partner

Call-Off Contract Description: The provision of Data Services to deliver data initiatives to drive insight and improve business processes and services, including: Data Engineering, Data Science, Insight Analysis and Data Visualisation, Data Warehousing, User Centred Design, Big Data Analytics and Data Reporting.

The Buyer: NHS Business Services Authority

Buyer Address: Stella House, Goldcrest Way, Newburn Riverside. Newcastle upon Tyne. NE15 8NY

The Supplier: Opencast Software Europe Limited

Supplier Address: Studio 2 The Kiln, Hoults Yard, Newcastle Upon Tyne, NE6 1AB

Registration Number: 08047734

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This Order Form is for the provision of the Call-Off Deliverables and dated 6 January 2025.

It's issued under the Framework Contract with the reference number RM1043.8 for the provision of Digital Outcomes Deliverables. The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

### **Call-Off Lot**

Lot 1

### **Call-Off Incorporated Terms**

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

- 1 This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2 Joint Schedule 1 (Definitions) RM1043.8
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
  - Joint Schedules for RM1043.8
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 7 (Financial Difficulties)
    - ~~Joint Schedule 8 (Guarantee) — Not used~~
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data) RM1043.8

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- ~~Joint Schedule 12 (Supply Chain Visibility) — Not used~~

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### • Call-Off Schedules for RM1043.8

- Call-Off Schedule 1 (Transparency Reports)
- ~~Call-Off Schedule 2 (Staff Transfer) — Not used~~
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 5 (Pricing Details and Expenses Policy)
- Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 10 (Exit Management)
- ~~Call-Off Schedule 12 (Clustering) — Not used~~
- Call-Off Schedule 13 (Implementation Plan and Testing)
- Call-Off Schedule 14 (Service Levels and Balanced Scorecard)
- Call-Off Schedule 15 (Call-Off Contract Management)
- ~~Call-Off Schedule 16 (Benchmarking) — Not used~~
- ~~Call-Off Schedule 17 (MOD Terms) — Not used~~
- Call-Off Schedule 18 (Background Checks)
- Call-Off Schedule 20 (Call-Off Specification)
- ~~Call-Off Schedule 21 (Northern Ireland Law) — Not used~~
- ~~Call-Off Schedule 23 (HMRC Terms) — Not used~~
- Call-Off Schedule 25 (Ethical Walls Agreement)
- Call-Off Schedule 26 (Cyber Essentials Scheme)

5 CCS Core Terms (version 3.0.11)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.8

7 Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

### Call-Off Special Terms

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

#### Special Term 1: Non-Solicitation of Staff

A) Neither Party shall (except with the prior written consent of the other Party) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the other Party any person employed or engaged by such other Party in the provision of the Services or (in the case of the Buyer) in the receipt of the Services at any time during such employment or engagement of that person by such other Party, or for a period of twelve (12) months after the cessation of such employment or engagement.

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B) If either the Supplier or the Buyer commits any breach of this clause, the breaching party shall, on demand, pay to the claiming party a sum equal to one year's basic salary or the annual fee that was payable by the claiming party to that employee, worker or independent contractor plus the recruitment costs incurred by the claiming party in replacing such person.

C) Nothing in this clause shall prevent either Party from hiring any person by means of a normal advertising campaign not specifically targeted at any of the staff of the other Party.

### **Special Term 2: Termination for Financial Distress**

Further to Joint Schedule 7 section 5, when CCS or the Buyer can terminate the contract for Financial Distress, the Supplier must ensure that the Buyer has access to any Source Code, object code and Buyer artefacts.

### **Special Term 3: Overtime**

The Supplier shall not charge for any more than seven and a half (7.5) working hours in one Working Day. Where Services are required to be delivered during Overtime by the Buyer it will be agreed in writing between the authorised personnel of the respective Parties prior to the commencement of the Services to be carried out during Overtime. The Supplier will, where required, provide evidence where services to be carried out as Overtime are agreed. The following Contract Charges will apply to Overtime:

The hourly overtime Contract Charge outside of a Working Day during the time Monday 00:01 hours to Friday 23:59 hours excluding public holiday in England and Wales is 1.25 x the Day Rate / 7.5 (hours) for the applicable role.

The hourly overtime Contract Charge outside of a Working Day during the time Saturday 00:01 hours to Sunday 23:59 hours and public holiday in England and Wales is 1.5 x the Day Rate / 7.5 (hours) for the applicable role.

All Overtime requests must be approved by appropriate Buyer Representative - Named Lead on the SoW or agreed senior role (e.g. Product Owner) or their line manager.

### **Special Term 4: SOW Closure Report**

To clarify, the Buyer may use the SOW Delivery Report and SOW Closure Report, in accordance with definition of Satisfaction Certificate, as an alternative to the form of the documents contained in Part A or Part B of Call-Off Schedule 13 (Implementation Plan and Testing) and where Call-Off Schedule 13 is not used, to record and confirm the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test.

Satisfaction Certificate the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;

SOW Delivery Report - Updated throughout the SOW Period monitoring deliverables and recording of Milestone achievement and acceptance by the Buyer.

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SOW Closure Reports - This report records formal acceptance by the Buyer to approve closure of the SOW.

### **Special Term 5: Press Announcements or Publicising Contracts**

The following clauses, 15.7 and 15.8, replace in its entirety clause 15.7 of the Core Terms:

*15.7 The Supplier must not make any press announcement, social media announcements, or publicise the Contract or any part of them in any way, without the prior written consent of the Buyer and must take all reasonable steps to ensure that Supplier Staff do not either. Any consent to be obtained under this Clause 15.7 must be obtained from the Buyer's Head of Communications or their equivalent (as determined by the Buyer). This consent can be withdrawn at any time in which case the Supplier must take down any publicity material, press announcements or social media announcements from various platforms as specified by the Buyer.*

*15.8 In accordance with Clause 15.7, the Supplier must perform its obligations under the Buyer's Media Policy and must ensure that the Supplier Staff are aware of and adhere to the Buyer's Media Policy.*

### **Special Term 6: Tender Commitments by Supplier**

There is an obligation that within three months of the Call-Off Contract Start Date the parties will have completed a review of Call-off Schedule 4 (Call off Tender) and produce a register of the value-add commitments the Supplier included in its Call off Tender to be delivered by the Supplier, and monitored, throughout the Call-Off Contract Period.

### **Special Term 7: Amendment to paragraphs 1.3 and 1.4 of Call-Off Schedule 5 (Pricing Details and Expenses Policy)**

Paragraphs 1.3 and 1.4 of Call-Off Schedule 5 (Pricing Details and Expenses Policy), as amended by the Buyer, shall apply to this Call-Off Contract.

(Please refer to Call-Off Schedule 5).

### **Special Term 8: Supplier Code of Conduct**

In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government which can be found online at: The Buyer expects the Supplier and subcontractors to meet, the standards set out in the Code:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/1163536/Supplier\\_Code\\_of\\_Conduct\\_v3.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf)

The Buyer expects the Supplier and its subcontractors to meet, the standards set out in the Code.

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Call-Off Start Date: 6 January 2025

Call-Off Expiry Date: 5 January 2027

Call-Off Initial Period: 24 Months

Call-Off Optional Extension Period: 12 Months

Minimum Notice Period for Extensions: 1 Month

Call-Off Contract Value: £1,000,000 (excluding VAT)

### **Call-Off Deliverables**

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

### **Warranty Period**

The Supplier shall provide digital and Software Deliverables with a minimum warranty of at least 90 days against all obvious defects, and in relation to the warranties detailed in Paragraphs 4 (licensed Software warranty) and 9.6.2 (Specially Written Software and New IPRs) of Call-Off Schedule 6 (IPRs and Additional Terms on Digital Deliverables).

### **Buyer's Standards**

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

NHSBSA Digital, Data and Technology Playbook - NHSBSA

NHS. UK Frontend toolkit

GDS Role Descriptions

### **Cyber Essentials Scheme**

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

### **Maximum Liability**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms as amended by the Framework Award Form Special Terms.

### **Call-Off Charges**

All work carried out under the Contract will be on a Capped Time and Materials (CTM) basis.

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier

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shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

The roles that can be supplied are not limited to the roles evaluated.

All changes to the Charges must use procedures that are equivalent to those in Paragraph 4 in Framework Schedule 3 (Framework Prices).

### **Reimbursable Expenses**

Any expenses to be claimed in accordance with Call-Off Schedule 5 (Pricing details and Expenses Policy) must be agreed in advance with the Buyers Delivery Manager and shall be in accordance with the Buyer's policy for Travel and Subsistence, as updated and which is set out in Annex 1 of Call-Off Schedule 5 (Pricing Details and Expenses Policy)

### **Payment Method**

Payment via BACS following an electronic invoice from the Supplier.

### **Buyer's Invoice Address**

[REDACTED]  
[REDACTED]  
[REDACTED]

### **Buyer's Authorised Representative**

[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]

### **Buyer's Environmental Policy**

Our Environment Strategy 2022 to 2025 available online at: [Our Environment Strategy 2022 to 2025 | NHSBSA](#)

### **Buyer's Security Policy**

Document Reference: ISMSPOL 001  
[Information Security Policy \(nhsbsa.nhs.uk\)](#)

### **Supplier's Authorised Representative**

[REDACTED]

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Project Version: v2.0

Model Version: v3.8

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Role: [REDACTED]

Phone: [REDACTED]

Email address: [REDACTED]

Address: [REDACTED]

**Supplier's Contract Manager**

Name: [REDACTED]

Role: [REDACTED]

Phone: [REDACTED]

Email address: [REDACTED]

Address: [REDACTED]

**Progress Report Frequency**

On the fifth Working Day of each calendar month

**Progress Meeting Frequency**

Monthly on the fifth Working Day of each calendar month

**Key Staff**

Supplier: [REDACTED]

Name	Role	Details
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Subcontractor: [REDACTED]

Name	Role	Details
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Worker Engagement Route: Contracted out service - the off-payroll rules do not apply.

**Key Subcontractor(s)**

[REDACTED]

**Commercially Sensitive Information**

As detailed in Joint Schedule 4 (Commercially Sensitive Information).

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Project Version: v2.0

Model Version: v3.8

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**Balanced Scorecard**

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

**Material KPIs**

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14 (Service Levels and Balanced Scorecard):

<b>Material KPIs</b>	<b>Target</b>	<b>Measured by</b>
Accurate Invoicing	At least 95% at all times	Performance will be based upon the number of Invoices submitted within a Service Period. The % will reflect the number of Invoices accepted as accurate.
Achievement and compliance with quality and delivery standards set out in SOWs.	At least 95% at all times	Performance will be based upon the number of Deliverables delivered by the Supplier within a Service Period. The % will reflect the number of Deliverables recorded as being delivered in accordance with the quality and delivery standards prescribed in the SOW.
Timely Delivery Achievement of Deliverables by the Delivery Dates set out in a SOW	At least 95% at all times	Performance will be based upon the number of Deliverables which failed to be delivered by the Supplier by the Delivery Date set out in the SOW within a Service Period. The % will reflect the number of Deliverables recorded as being delivered by the Delivery Date prescribed in the SOW.
Service Level 4: Social Value  To be agreed between Parties in accordance with Order Form Special Term 6	To be agreed between Parties	To be agreed between Parties

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### **Service Credits**

Not applicable

### **Additional Insurances**

Not applicable

### **Guarantee**

Not applicable

### **Social Value Commitment**

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender) and any Social Value Service Levels as set out in Call-Off Schedule 14 (Service Levels and Balanced Scorecard).

### **Statement of Works**

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

### **For and on behalf of the Supplier:**

Signature:

Name:

Role:

Date:

### **For and on behalf of the Buyer:**

Signature:

Name:

Role:

Date:

## **Appendix 1**

Each executed Statement of Work (SOW) shall be inserted into this Appendix 1 in chronology.

### **Annex 1 (Template Statement of Work)**

#### **1. Statement of Works (SOW) Details**

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contract.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

**Date of SOW:**

**SOW Title:**

**SOW Reference:**

**Call-Off Contract Reference:**

**Buyer:**

**Supplier:**

**SOW Start Date:**

**SOW End Date:**

**Duration of SOW:**

**Key Personnel (Buyer):**

**Key Personnel (Supplier):**

**Subcontractors:**

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### 2. Call-Off Contract Specification – Deliverables Context

**SOW Deliverables Background:** [Insert details of which elements of the Deliverables this SOW will address]

**Delivery phase(s):** [Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live]

**Overview of Requirement:** [Insert details including Release Type(s), for example Ad hoc, Inception, Calibration or Delivery]

### 3. Buyer Requirements – SOW Deliverables

**Outcome Description:**

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01			
MS02			

**Delivery Plan:**

**Dependencies:**

**Supplier Resource Plan:**

**Security Applicable to SOW:**

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

[If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW:

[Insert if necessary]

**Cyber Essentials Scheme:**

The Buyer requires the Supplier to have and maintain a **[Cyber Essentials Certificate][OR Cyber Essentials Plus Certificate]** for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

**SOW Standards:**

[Insert any specific Standards applicable to this SOW]

**Performance Management:**

[Insert details of Material KPIs that have a material impact on Contract performance]

Material KPIs	Target	Measured by

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[Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)]

### Additional Requirements:

**Annex 1** – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.

### Key Supplier Staff:

Key Role	Key Staff	Contract Details	Worker Engagement Route (incl. inside/outside IR35)

[Indicate: whether there is any requirement to issue a Status Determination Statement]

### SOW Reporting Requirements:

[Further to the Supplier providing the management information detailed in Call-Off Schedule 15 (Call Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission
1.	[insert]		
1.1	[insert]	[insert]	[insert]

## 4. Charges

### Call Off Contract Charges:

The applicable charging method(s) for this SOW is:

- [Capped Time and Materials]
- [Incremental Fixed Price]
- [Time and Materials]

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- [Fixed Price]
- [2 or more of the above charging methods]

[Buyer to select as appropriate for this SOW]

The estimated maximum value of this SOW (irrespective of the selected charging method) is £[Insert detail].

### **Rate Cards Applicable:**

[Insert SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5 (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.]

### **Reimbursable Expenses:**

[See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy) ]

[Reimbursable Expenses are capped at £[Insert] [OR] [Insert] percent ([X]%) of the Charges payable under this Statement of Work.]

[None]

[Buyer to delete as appropriate for this SOW]

## **5. Signatures and Approvals**

### **Agreement of this SOW**

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

#### **For and on behalf of the Supplier**

Name:

Title:

Date:

Signature:

#### **For and on behalf of the Buyer**

Name:

Title:

Date:

Signature:

## **Annex 1**

### **Data Processing**

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

Template Annex 1 of Joint Schedule 11 (Processing Data) Below

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Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p>Personal data may be processed from time to time. Details of which will be set out in any statement of work (SoW) as appropriate. Such data will be used as appropriate for the purposes of reporting and insight. The supplier will process customer data only on the customer's premises and as instructed within each SoW.</p>
Duration of the Processing	Processing will be for the duration of each SoW, and no longer than the duration of this contract.
Nature and purposes of the Processing	Analysing buyer data, including personal data as appropriate, being processed for the purposes of reporting and driving insight, in support of the customer's <a href="#">strategic</a> mission to be a data driven organisation.
Type of Personal Data	<p>Including, but not limited to;</p> <p>Name;</p> <p>Demographic data</p> <p>Contact details;</p> <p>Employment information</p> <p>Special category data (information relating to health, ethnicity, sexual orientation etc)</p> <p>National identifiers (such as NHS No, NINO)</p> <p>The specific types of personal data to be processed will be documented in each SoW as appropriate.</p>
Categories of Data Subject	<p>NHSBSA staff</p> <p>NHS Service users</p>
Plan for return and destruction of the data once the Processing is complete  UNLESS requirement under Union or	Not applicable. The supplier will not process customer data outside of the customer's infrastructure.

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Member State law to preserve that type of data	
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## **1 Joint Schedule 1 (Definitions) RM1043.8**

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
  - 1.3.1 the singular includes the plural and vice versa;
  - 1.3.2 reference to a gender includes the other gender and the neuter;
  - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;
  - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
  - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
  - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
  - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
  - 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
  - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
  - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
  - 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;
  - 1.3.12 where the Buyer is a Central Government Body it shall be treated as contracting with the Crown as a whole;
  - 1.3.13 where a standard, policy or document is referred to by reference of a hyperlink, if that hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Relevant Authority and the Parties shall update the reference to a replacement hyperlink;

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1.3.14 any reference in a Contract which immediately before Exit Day was a reference to (as it has effect from time to time):

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

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

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

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

Term	Definition
<b>Achieve</b>	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone if specified within the Buyer's acceptance testing procedure and " <b>Achieved</b> ", " <b>Achieving</b> " and " <b>Achievement</b> " shall be construed accordingly;
<b>Additional Insurances</b>	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
<b>Admin Fee</b>	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: <a href="http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees">http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees</a> ;
<b>Affected Party</b>	the Party seeking to claim relief in respect of a Force Majeure Event;
<b>Affiliates</b>	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
<b>Annex</b>	extra information which supports a Schedule;
<b>Approval</b>	the prior written consent of the Buyer and " <b>Approve</b> " and " <b>Approved</b> " shall be construed accordingly;

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<b>Audit</b>	<p>the Relevant Authority's right to:</p> <ul style="list-style-type: none"> <li>(a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract);</li> <li>(b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;</li> <li>(c) verify the Open Book Data;</li> <li>(d) verify the Supplier's and each Subcontractor's compliance with the Contract and applicable Law;</li> <li>(e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</li> <li>(f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</li> <li>(g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</li> <li>(h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</li> <li>(i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</li> <li>(j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or</li> <li>(k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</li> </ul>
<b>Auditor</b>	<ul style="list-style-type: none"> <li>(a) the Buyer's internal and external auditors;</li> <li>(b) the Buyer's statutory or regulatory auditors;</li> <li>(c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</li> <li>(d) HM Treasury or the Cabinet Office;</li> <li>(e) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and</li> <li>(f) successors or assigns of any of the above;</li> </ul>
<b>Authority</b>	CCS and each Buyer;

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<b>Authority Cause</b>	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
<b>Authorised User</b>	CCS' and Buyers' individual or group of individuals (including employees, consultants, contractors and agents) authorised by CCS and/or the Buyer to:  (a) access and use the Platform for the purposes set out in Framework Schedule 7 (Call-Off Award Procedure); and  (b) the rights granted under (a) shall apply unless and until that authorisation is revoked by CCS or the Buyer;
<b>BACS</b>	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
<b>Balanced Scorecard</b>	a tool for Call-Off Contract management activity, through measurement of a Supplier's performance against key performance indicators, which the Buyer and Supplier may agree at the Call-Off Contract Start Date;
<b>Beneficiary</b>	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
<b>Buyer</b>	the relevant public sector purchaser identified as such in the Order Form;
<b>Buyer Assets</b>	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
<b>Buyer Authorised Representative</b>	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
<b>Buyer Guidance</b>	guidance for Buyers on how to buy digital services using the Framework Contract, located at:  <a href="https://www.gov.uk/guidance/digital-outcomes-and-specialists-buyers-guide">https://www.gov.uk/guidance/digital-outcomes-and-specialists-buyers-guide</a> ;
<b>Buyer Premises</b>	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
<b>Buyer Registration Process</b>	the process to be completed in accordance with Framework Schedule 7 (Call-Off Award Procedure) or as otherwise notified to the Buyer in writing by CCS, the completion of which shall result in a potential Buyer being registered as a "Buyer" within the Platform which will entitle the Buyer to undertake a Call-Off Procedure in accordance with Framework Schedule 7, as supported by the Platform;
<b>Call-Off Contract</b>	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;

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<b>Call-Off Contract Period</b>	the Contract Period in respect of the Call-Off Contract;
<b>Call-Off Expiry Date</b>	the latter of: (a) the scheduled date of the end of a Call-Off Contract as stated in the Order Form; or (b) the date of completion of the last Deliverable due under the last Statement of Work under the Call-Off Contract;
<b>Call-Off Incorporated Terms</b>	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
<b>Call-Off Initial Period</b>	the Initial Period of a Call-Off Contract specified in the Order Form;
<b>Call-Off Optional Extension Period</b>	such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form;
<b>Call-Off Procedure</b>	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
<b>Call-Off Special Terms</b>	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
<b>Call-Off Start Date</b>	the date of start of a Call-Off Contract as stated in the Order Form;
<b>Call-Off Tender</b>	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
<b>Cap</b>	the maximum amount to be paid by the Buyer under a Time and Materials mechanism for the delivery of an agreed scope; and <b>"Capped"</b> shall be construed accordingly;
<b>Capped Time and Materials</b>	Time and Materials payable up to a specified Cap for delivery of the agreed scope of Deliverables;
<b>CCS</b>	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
<b>CCS Authorised Representative</b>	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
<b>Central Government Body</b>	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
<b>Change in Law</b>	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;

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<b>Change of Control</b>	is:  (a) a change of control within the meaning of Section 450 of the Corporation Tax Act 2010; or  (b) any instance where the Supplier demerges into 2 or more firms, merges with another firm, incorporated or otherwise changes its legal form;
<b>Charges</b>	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form and, if applicable, each Statement of Work, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
<b>Claim</b>	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
<b>Commercially Sensitive Information</b>	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
<b>Comparable Supply</b>	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
<b>Compliance Officer</b>	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
<b>Confidential Information</b>	any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as " <b>confidential</b> ") or which ought reasonably to be considered to be confidential;
<b>Conflict of Interest</b>	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS, as the context requires;
<b>Contract</b>	either the Framework Contract or the Call-Off Contract, as the context requires;
<b>Contract Period</b>	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the:  (a) applicable Start Date; or  (b) the Effective Date  up to and including the applicable End Date;
<b>Contract Value</b>	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
<b>Contract Year</b>	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;

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<b>Control</b>	<p>(a) control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010; or</p> <p>(b) any instance where the Supplier demerges into 2 or more firms, merges with another firm, incorporate or otherwise changes its legal form;</p> <p>and "<b>Controlled</b>" shall be construed accordingly;</p>
<b>Controller</b>	has the meaning given to it in the UK GDPR;
<b>Core Terms</b>	CCS' terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
<b>Costs</b>	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <p>(a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including:</p> <ul style="list-style-type: none"><li>(i) base salary paid to the Supplier Staff;</li><li>(ii) employer's National Insurance contributions;</li><li>(iii) pension contributions;</li><li>(iv) car allowances;</li><li>(v) any other contractual employment benefits;</li><li>(vi) staff training;</li><li>(vii) work place accommodation;</li><li>(viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</li><li>(ix) reasonable recruitment costs, as agreed with the Buyer;</li></ul> <p>(b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>(c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>(d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <ul style="list-style-type: none"><li>(i) Overhead;</li><li>(ii) financing or similar costs;</li></ul>

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	(iii) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise; (iv) taxation; (v) fines and penalties; (vi) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and (vii) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
<b>CRTPA</b>	the Contract Rights of Third Parties Act 1999;
<b>Data Protection Impact Assessment</b>	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
<b>Data Protection Legislation</b>	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy;
<b>Data Protection Liability Cap</b>	the amount specified in the Framework Award Form;
<b>Data Protection Officer</b>	has the meaning given to it in the UK GDPR;
<b>Data Subject</b>	has the meaning given to it in the UK GDPR;
<b>Data Subject Access Request</b>	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
<b>Day Rate</b>	the Pricing Mechanism where the Supplier will invoice the Buyer for Supplier Staff providing Deliverables (or one or more of the elements of the Deliverables) based on a rate for no more than 7.5 Work Hours performed by the Supplier's Staff;
<b>Deductions</b>	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
<b>Default</b>	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
<b>Default Management Charge</b>	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
<b>Delay Payments</b>	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
<b>Deliverables</b>	Goods and/or Services that may be ordered under the Contract including the Documentation;

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<b>Delivery</b>	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. " <b>Deliver</b> " and " <b>Delivered</b> " shall be construed accordingly;
<b>Disclosing Party</b>	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
<b>Dispute</b>	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
<b>Dispute Resolution Procedure</b>	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
<b>Documentation</b>	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <p>(a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>(b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>(c) has been or shall be generated for the purpose of providing the Deliverables;</p>
<b>DOTAS</b>	the Disclosure of Tax Avoidance Schemes rules which require a promoter of Tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
<b>DPA 2018</b>	the Data Protection Act 2018;
<b>Due Diligence Information</b>	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
<b>Effective Date</b>	the date on which the final Party has signed the Contract;
<b>EIR</b>	the Environmental Information Regulations 2004;
<b>Electronic Invoice</b>	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b)

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	any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
<b>Employment Regulations</b>	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
<b>End Date</b>	the earlier of:  (a) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or  (b) if a Contract or Statement of Work is terminated before the date specified in (a) above, the date of termination of the Contract or Statement of Work (as the context dictates);
<b>Environmental Policy</b>	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
<b>Equality and Human Rights Commission</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>Estimated Year 1 Charges</b>	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;
<b>Estimated Yearly Charges</b>	for the purposes of calculating each Party's annual liability under clause 11.2 :  (i) in the first Contract Year, the Estimated Year 1 Charges; or (ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or  (iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
<b>Exempt Buyer</b>	a public sector purchaser that is:  (a) eligible to use the Framework Contract; and  (b) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of:  (i) the Regulations; (ii) the Concession Contracts Regulations 2016 (SI 2016/273); (iii) the Utilities Contracts Regulations 2016 (SI 2016/274); (iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848); (v) the Remedies Directive (2007/66/EC); (vi) Directive 2014/23/EU of the European Parliament and Council; (vii) Directive 2014/24/EU of the European Parliament and Council; (viii) Directive 2014/25/EU of the European Parliament and Council; or

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	(ix) Directive 2009/81/EC of the European Parliament and Council;
<b>Exempt Call-off Contract</b>	the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract;
<b>Exempt Procurement Amendments</b>	any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;
<b>Expenses Policy</b>	the Buyer's expenses policy as set out in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy);
<b>Existing IPR</b>	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise) and shall include, in the case of CCS, the website domain names <a href="http://www.crowncommercial.gov.uk">www.crowncommercial.gov.uk</a> and [Insert] regarding the Platform;
<b>Exit Day</b>	shall have the meaning in the European Union (Withdrawal) Act 2018;
<b>Expiry Date</b>	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
<b>Extension Period</b>	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
<b>Fixed Price</b>	the Pricing Mechanism where Charges are agreed at a set amount in relation to all work to be done under a Contract, Statement of Work, Deliverable(s) (or one or more element of the Deliverable(s)) including all materials and/or Milestones, no matter how much work is required to complete each Contract, Statement of Work, Deliverable(s) (or one or more element of the Deliverable(s)) within the agreed scope, and the total amount to be paid by the Buyer will not exceed the agreed fixed price;
<b>FOIA</b>	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
<b>Force Majeure Event</b>	<p>any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including:</p> <ul style="list-style-type: none"><li>(a) riots, civil commotion, war or armed conflict;</li><li>(b) acts of terrorism;</li><li>(c) acts of government, local government or regulatory bodies;</li><li>(d) fire, flood, storm or earthquake or other natural disaster,</li></ul>

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	but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;
<b>Force Majeure Notice</b>	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
<b>Framework Award Form</b>	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
<b>Framework Contract</b>	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the notice published on the Find a Tender Service;
<b>Framework Contract Period</b>	the period from the Framework Start Date until the End Date of the Framework Contract;
<b>Framework Expiry Date</b>	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
<b>Framework Incorporated Terms</b>	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
<b>Framework Optional Extension Period</b>	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;
<b>Framework Price(s)</b>	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
<b>Framework Special Terms</b>	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
<b>Framework Start Date</b>	the date of start of the Framework Contract as stated in the Framework Award Form;
<b>Framework Tender Response</b>	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);
<b>Further Competition Procedure</b>	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
<b>General Anti-Abuse Rule</b>	(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;
<b>General Change in Law</b>	a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
<b>Goods</b>	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
<b>Good Industry Practice</b>	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a

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	skilled and experienced person or body engaged within the relevant industry or business sector;
<b>Government</b>	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
<b>Government Data</b>	<p>the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:</p> <ul style="list-style-type: none"><li>(i) are supplied to the Supplier by or on behalf of the Authority;</li><li>(ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract;</li><li>(iii) any Personal Data for which CCS or the Buyer is the Controller; or</li><li>(iv) all Buyer Registration Process data submitted by Buyers into the Platform, including the full auditable history of any and all transactions and procedures conducted via the Platform;</li></ul>
<b>Guarantor</b>	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
<b>Halifax Abuse Principle</b>	the principle explained in the CJEU Case C-255/02 Halifax and others;
<b>HMRC</b>	Her Majesty's Revenue and Customs;
<b>Hourly Rate</b>	the Pricing Mechanism where the Supplier will invoice the Buyer for the work undertaken by Supplier Staff providing the Deliverables (or one or more of the elements of the Deliverables) under the Contract (and, if applicable, each SOW) based on the division of the applicable Supplier Staff Day Rate by no less than 7.5 being the applicable Work Day where the Supplier Staff grade is set out in Annex 1 of Framework Schedule 3 (Framework Prices);
<b>ICT Policy</b>	the Buyer's policy and any Platform policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
<b>Impact Assessment</b>	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"><li>(a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;</li><li>(b) details of the cost of implementing the proposed Variation;</li><li>(c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources</li></ul>

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	<p>and/or expenditure required by either Party and any alteration to the working practices of either Party;</p> <p>(d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</p> <p>(e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</p>
<b>Implementation Plan</b>	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
<b>Incremental Fixed Price</b>	the Price Mechanism where the overall Statement of Work is based on Capped Time and Materials, but where the prices for individual Deliverables Increments are fixed prior to the work being undertaken. The Charges for the first Deliverable Increment or Deliverables Increments for the Statement of Work will be fixed, but the Charges for subsequent Deliverables Increments will be reviewed and refined prior to the execution of each subsequent Deliverables Increment within the same Statement of Work;
<b>Indemnifier</b>	a Party from whom an indemnity is sought under this Contract;
<b>Independent Control</b>	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and “ <b>Independent Controller</b> ” shall be construed accordingly;
<b>Indexation</b>	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
<b>Information</b>	has the meaning given under section 84 of the Freedom of Information Act 2000;
<b>Information Commissioner</b>	the UK’s independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
<b>Initial Period</b>	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
<b>Insolvency Event</b>	<p>with respect to any person, means:</p> <p>(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:</p> <p>(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</p> <p>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986</p>

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

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	(c) all other rights having equivalent or similar effect in any country or jurisdiction;
<b>Invoicing Address</b>	the address to which the Supplier shall invoice the Buyer as specified in the Order Form;
<b>IPR Claim</b>	any action, suit, claim, demand, Loss or other liability which the Relevant Authority or Central Government Body may suffer or incur as a result of any claim that the performance of the Deliverables infringes or allegedly infringes (including the defence of such infringement or alleged infringement or passing off) of any third party IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
<b>IR35</b>	the off-payroll rules requiring individuals who work through their company pay the same income tax and National Insurance contributions as an employee which can be found online at: <a href="https://www.gov.uk/guidance/ir35-find-out-if-it-applies">https://www.gov.uk/guidance/ir35-find-out-if-it-applies</a> ;
<b>Joint Controller Agreement</b>	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (Processing Data);
<b>Joint Controllers</b>	where two or more Controllers jointly determine the purposes and means of Processing;
<b>Joint Control</b>	where two or more Controllers agree jointly to determine the purposes and means of Processing Personal Data;
<b>Key Staff</b>	the individuals (if any) identified as such in the Order Form and any Statement of Work;
<b>Key Sub-Contract</b>	each Sub-Contract with a Key Subcontractor;
<b>Key Subcontractor</b>	any Subcontractor: (a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or (b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or (c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract,

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	and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in the Order Form;
<b>Know-How</b>	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
<b>Law</b>	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
<b>Location</b>	the place at or from which the Supplier's team will provide the Services under the Call-Off Contract and, if applicable, each SOW;
<b>Losses</b>	all losses, liabilities, damages, costs, expenses (including legal and professional fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and " <b>Loss</b> " shall be interpreted accordingly;
<b>Lots</b>	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
<b>Management Charge</b>	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
<b>Management Information or MI</b>	the management information specified in Framework Schedule 5 (Management Charges and Information);
<b>Material KPIs</b>	any Key Performance Indicators which are identified by the Buyer as having a material impact on the performance of the Call-Off Contract;
<b>MI Default</b>	when two (2) MI Reports are not provided in any rolling six (6) month period;
<b>MI Failure</b>	when an MI report: (a) contains any material errors or material omissions or a missing mandatory field; or (b) is submitted using an incorrect MI reporting Template; or (c) is not submitted by the reporting date (including where a declaration of no business should have been filed);
<b>MI Report</b>	a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
<b>MI Reporting Template</b>	the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
<b>Milestone</b>	an event or task described in the Implementation Plan or Statement of Work;

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<b>Milestone Date</b>	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
<b>Misconduct</b>	has the meaning given to it in Paragraph 8.2 of Framework Schedule 7 (Call-Off Award Procedure);
<b>Month</b>	a calendar month and " <b>Monthly</b> " shall be interpreted accordingly;
<b>National Insurance</b>	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
<b>New IPR</b>	<p>(a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>(b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>
<b>Occasion of Tax Non-Compliance</b>	<p>where:</p> <p>(a) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>(i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</p> <p>(ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>(b) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for Tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
<b>Off-Payroll Worker</b>	a worker (or contractor), not employed by the Supplier or any other organisation within the supply chain, that provides their services through their own private limited company or other type of intermediary which may include the worker's own personal service company, a partnership or an individual;
<b>Open Book Data</b>	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <p>(a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including</p>

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	<p>capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <p>(b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <p>(i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</p> <p>(ii) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade;</p> <p>(iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and</p> <p>(iv) Reimbursable Expenses, if allowed under the Order Form;</p> <p>(c) Overheads;</p> <p>(d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>(e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</p> <p>(f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>(g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p> <p>(h) the actual Costs profile for each Service Period;</p>
<b>Option</b>	the selection of an option by the Buyer which is incorporated into the Call-Off Contract and, if applicable, any Statement of Work, which the Supplier must comply with;
<b>Optional Extension Period</b>	is the Buyer's maximum optional extension period to the Call-Off Initial Period as set out in the Order Form;
<b>Order</b>	an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
<b>Order Form</b>	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
<b>Order Form Template</b>	the template in Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules);
<b>Other Contracting Authority</b>	any actual or potential Buyer under the Framework Contract;
<b>Overhead</b>	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";

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<b>Parliament</b>	takes its natural meaning as interpreted by Law;
<b>Party</b>	in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
<b>Performance Indicators or PIs</b>	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
<b>Personal Data</b>	has the meaning given to it in the UK GDPR;
<b>Personal Data Breach</b>	has the meaning given to it in the UK GDPR;
<b>Personnel</b>	all directors, officers, employees, agents, consultants and suppliers of the Relevant Authority and/or of any subcontractor and/or Subprocessor (as detailed in Joint Schedule 11 (Processing Data)) engaged in the performance of its obligations under a Contract;
<b>Platform</b>	the platform, site or system operated on behalf of CCS which requires a potential Buyer to complete the Buyer Registration Procedure and specify its Authorised Users who may access and use the platform, site or system on behalf of the Buyer and use it to assist in selecting or shortlisting suppliers when undertaking a Call-Off Procedure in accordance with Framework Schedule 7, to Order Deliverables under a Contract;
<b>Prescribed Person</b>	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: <a href="https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies">https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies</a> ;
<b>Pricing Mechanism</b>	the pricing mechanisms are (a) Capped Time and Materials, (b) Incremental Fixed Prices, (c) Time and Materials, (d) Fixed Price, and (e) a combination of two or more of these as set out in Framework Schedule 3 (Framework Prices) and Framework Schedule 7 (Call-Off Award Procedure) and as may be refined in the Further Competition Procedure;
<b>Processing</b>	has the meaning given to it in the UK GDPR;
<b>Processor</b>	has the meaning given to it in the UK GDPR;
<b>Progress Meeting</b>	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
<b>Progress Meeting Frequency</b>	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
<b>Progress Report</b>	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
<b>Progress Report Frequency</b>	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;

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<b>Prohibited Acts</b>	<p>(a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <p>(i) induce that person to perform improperly a relevant function or activity; or</p> <p>(ii) reward that person for improper performance of a relevant function or activity;</p> <p>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>(c) committing any offence:</p> <p>(i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p> <p>(ii) under legislation or common law concerning fraudulent acts; or</p> <p>(iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</p> <p>(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
<b>Protective Measures</b>	<p>appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract;</p>
<b>Recall</b>	<p>a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;</p>
<b>Recipient Party</b>	<p>the Party which receives or obtains directly or indirectly Confidential Information;</p>
<b>Rectification Plan</b>	<p>the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:</p> <p>(a) full details of the Default that has occurred, including a root cause analysis;</p> <p>(b) the actual or anticipated effect of the Default; and</p> <p>(c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);</p>

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<b>Rectification Plan Process</b>	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);
<b>Regulations</b>	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
<b>Reimbursable Expenses</b>	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's Expenses Policy current from time to time, but not including:</p> <p>(a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and</p> <p>(b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</p>
<b>Relevant Authority</b>	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
<b>Relevant Authority's Confidential Information</b>	<p>(a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>(b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</p> <p>(c) information derived from any of the above;</p>
<b>Relevant Requirements</b>	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
<b>Relevant Tax Authority</b>	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
<b>Reminder Notice</b>	a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time;
<b>Replacement Deliverables</b>	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
<b>Replacement Subcontractor</b>	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
<b>Replacement Supplier</b>	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;

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<b>Request For Information</b>	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
<b>Required Insurances</b>	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
<b>Restricted Staff</b>	any person employed or engaged by either Party, in the capacity of director or in any research, technical, IT, security, engineering, procurement, financial, legal or managerial role who has been engaged in the provision of the Deliverables or management of the Contract either as principal, agent, employee, independent contractor or in any other form of employment or engagement over the previous 12 months, directly worked with or had any material dealings, but shall not include any person employed or engaged in an administrative, clerical, manual or secretarial capacity;
<b>Retained EU Law</b>	the category of UK Law created under Section 2 to 4 of the European Union (Withdrawal) Act 2018 at the end of the transition period following the repeal of the savings to the European Communities Act 1972;
<b>Request for Information or RFI Tool</b>	the functional tool within the Platform (or as otherwise described in Framework Schedule 7 (Call-Off Award Procedure) to be used by Buyers to seek clarification or additional information from one or more suppliers that will assist the Buyer in preparing its Statement of Requirement, planning and conducting its Call-Off Procedure, before undertaking a Call-Off Procedure in accordance with Framework Schedule 7 (Call-Off Award Procedure);
<b>Satisfaction Certificate</b>	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
<b>Security Management Plan</b>	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
<b>Security Policy</b>	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
<b>Self Audit Certificate</b>	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
<b>Serious Fraud Office</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>Service Capability</b>	the Service capabilities of the Supplier as set out in Framework Schedule 1 (Specification);
<b>Service Levels</b>	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels and Balanced Scorecard) is used in this Contract, are specified in the Annex to Part A of such Schedule);
<b>Service Period</b>	has the meaning given to it in the Order Form;

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<b>Services</b>	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
<b>Service Provision</b>	one or more service provisions set out in Paragraph 1.1 of Framework Schedule 1 (Specification);
<b>Service Transfer</b>	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
<b>Service Transfer Date</b>	the date of a Service Transfer;
<b>Sites</b>	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:  (a) the Deliverables are (or are to be) provided; or  (b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
<b>SME</b>	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
<b>SOW End Date</b>	the date up to and including this date when the supply of the Deliverables under the Statement of Work shall cease;
<b>SOW Start Date</b>	the date of the start of the Statement of Works as stated in the SOW;
<b>Special Terms</b>	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
<b>Specific Change in Law</b>	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
<b>Specification</b>	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
<b>Standards</b>	any:  (a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;  (b) standards detailed in the specification in Schedule 1 (Specification);  (c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;  (d) relevant Government codes of practice and guidance applicable from time to time;

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<b>Start Date</b>	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form, and in the case of a Statement of Work, the date specified in that Statement of Work;
<b>Statement of Requirements</b>	a statement issued by the Buyer detailing its requirements and expected outcomes in respect of Deliverables issued in accordance with the Call-Off Procedure;
<b>Statement of Work or (SOW)</b>	the document which, upon its execution by the Buyer and Supplier, shall become incorporated into their Call-Off Contract and outlines the agreed body of works to be undertaken as part of the Call-Off Contract Deliverables. There may be any number of Statements of Work incorporated into a Call-Off Contract and each Statement of Work may include (but is not limited to) the Statement of Requirements, identified output(s), completion date(s) and charging method(s);
<b>Status Determination Statement or (SDS)</b>	a statement that describes the determination reached by the Buyer/client on the employment status (i.e. IR35 status) of an Off-Payroll Worker for a particular Call-Off Contract or any element of work undertaken as part of any SOW, and the reasons for reaching that determination. The SDS must be passed to the worker and the person or organisation the client contracts with for the worker's services;
<b>Storage Media</b>	the part of any device that is capable of storing and retrieving data;
<b>Sub-Contract</b>	any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:  (a) provides the Deliverables (or any part of them);  (b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or  (c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
<b>Subcontractor</b>	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
<b>Subprocessor</b>	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
<b>Summary of Work</b>	a short description or overview of the Buyer's Statement of Requirements;
<b>Supplier</b>	the person, firm or company identified in the Framework Award Form;
<b>Supplier Assets</b>	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
<b>Supplier Authorised Representative</b>	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
<b>Supplier Compliance Officer</b>	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligation;
<b>Supplier's Confidential Information</b>	(a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier

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	<p>Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</p> <p>(b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;</p> <p>(c) Information derived from any of (a) and (b) above;</p>
<b>Supplier's Contract Manager</b>	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
<b>Supplier Equipment</b>	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
<b>Supplier Marketing Contact</b>	shall be the person identified in the Framework Award Form;
<b>Supplier Non-Performance</b>	<p>where the Supplier has failed to:</p> <p>(a) Achieve a Milestone by its Milestone Date;</p> <p>(b) provide the Goods and/or Services in accordance with the Service Levels; and/or</p> <p>(c) comply with an obligation under a Contract;</p>
<b>Supplier Profit</b>	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
<b>Supplier Profit Margin</b>	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
<b>Supplier Staff</b>	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
<b>Supporting Documentation</b>	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
<b>Tax</b>	<p>(a) all forms of taxation whether direct or indirect;</p> <p>(b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;</p> <p>(c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and</p>

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	(d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,  in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;
<b>Termination Notice</b>	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
<b>Test Issue</b>	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
<b>Test Plan</b>	a plan:  (a) for the Testing of the Deliverables; and  (b) setting out other agreed criteria related to the achievement of Milestones;
<b>Tests</b>	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and <b>"Tested"</b> and <b>"Testing"</b> shall be construed accordingly;
<b>Third Party IPR</b>	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
<b>Time and Materials</b>	a Pricing Mechanism whereby the Buyer agrees to pay the Supplier for the work performed by the Supplier Staff and for the material used in the project, no matter how much work is required to complete the project, based on no more than the pro rata division of the Day Rates by 7.5 to provide an Hourly Rate for the Supplier Staff who undertook the work and for the materials used in the project based on pre-agreed material disclosures and subject to time approval by the Buyer;
<b>Transferring Supplier Employees</b>	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
<b>Transparency Information</b>	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for:  (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and  (ii) Commercially Sensitive Information;
<b>Transparency Reports</b>	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
<b>UK GDPR</b>	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
<b>User Terms</b>	the terms of use applicable to all Buyer's Authorised Users who access and use the Platform which are available at: <b>[Insert link]</b> ;
<b>Variation</b>	any change to a Contract;

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<b>Variation Form</b>	the form set out in Joint Schedule 2 (Variation Form);
<b>Variation Procedure</b>	the procedure set out in Clause 24 (Changing the contract);
<b>VAT</b>	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>VCSE</b>	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
<b>Worker</b>	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables;
<b>Worker Engagement Route</b>	the details of the labour supply chain through which the worker is engaged as Supplier Staff. For example, the worker could be: <ul style="list-style-type: none"><li>(a) employed by the Supplier the Buyer contracts with,</li><li>(b) employed by another organisation within the supply chain, e.g. an agency or umbrella company,</li><li>(c) an off-payroll worker engaged via an intermediary e.g. the worker's own personal service company, or</li><li>(d) an independent sole trader;</li></ul>
<b>Working Day</b>	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;
<b>Work Day</b>	a minimum of 7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
<b>Work Hours</b>	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.

## Joint Schedule 2 (Variation Form)

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

<b>Contract Details</b>		
This variation is between:	[delete as applicable: CCS / Buyer] (" <b>CCS</b> " / " <b>the Buyer</b> ") And [insert name of Supplier] (" <b>the Supplier</b> ")	
Contract name:	[insert name of contract to be changed] ("the Contract")	
Contract reference number:	[insert contract reference number]	
[Statement of Work (SOW) reference:]	[insert SOW reference number and title (if applicable) or delete row]	
[Buyer reference:]	[insert cost centre/portfolio codes as appropriate]	
<b>Details of Proposed Variation</b>		
Variation initiated by:	[delete as applicable: CCS/Buyer/Supplier]	
Variation number:	[insert variation number]	
Date variation is raised:	[insert date]	
Proposed variation	[insert detail here or use Annex 1 below]	
Reason for the variation:	[insert reason]	
An Impact Assessment shall be provided within:	[insert number] days	
<b>Impact of Variation</b>		
Likely impact of the proposed variation:	[Supplier to insert assessment of impact]	
<b>Outcome of Variation</b>		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> <li>• [CCS/Buyer to insert original Clauses or Paragraphs to be varied and the changed clause]</li> <li>• [reference Annex 1 as appropriate]</li> </ul>	
Financial variation:	Original Contract Value:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Contract value:	£ [insert amount]
[Timescale variation/s:]	[insert changes to dates/milestones or delete row]	

## Joint Schedule 2 (Variation Form)

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

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

Signature:

Date:

Name (in capitals):

Job Title:

Address:

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

Signature:

Date:

Name (in capitals):

Job Title:

Address:

## **Annex 1**

**[insert details as required]**

## **Joint Schedule 3 (Insurance Requirements)**

### **1 The insurance the Supplier needs to have**

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

### **2 How to manage the insurance**

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

### **3 What happens if the Supplier is not insured**

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

### **Joint Schedule 3 (Insurance Requirements)**

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reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

#### **4 Evidence of insurance to be provided**

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

#### **5 Required amount of insurance**

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

#### **6 Cancelled insurance**

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

#### **7 Insurance claims**

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

### **Joint Schedule 3 (Insurance Requirements)**

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#### **Annex: Required insurances**

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

**Joint Schedule 4 (Commercially Sensitive Information)****1 What is the Commercially Sensitive Information?**

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

No.	Date	Item(s)	Duration of Confidentiality
1	30/10/2024	Opencast considers that the full tender it submitted , is deemed to be commercially sensitive, as disclosure to competitors would potentially lead to commercial and/or competitive advantage. Opencast have requested that the tender submission in full (including pricing) is categorised as sensitive and will not subsequently be shared with any other organisation for a time period of 10 years.	10 years

## **Joint Schedule 6 (Key Subcontractors)**

### **1 Restrictions on certain subcontractors**

- 1.1 The Supplier is entitled, unless the Buyer states to the contrary, to sub-contract its obligations under each Call-Off Contract to the Key Subcontractors set out in the Call-Off Order Form.
- 1.2 Subject to Paragraph 1.1, the Supplier is entitled to sub-contract some of its obligations under a Call-Off Contract to Key Subcontractors who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Subcontractor, it must obtain the prior written consent of the Buyer and the Supplier shall, at the time of requesting such consent, provide the Buyer with the information detailed in Paragraph 1.4. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. The Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
  - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
  - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
  - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
  - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
  - 1.4.2 the name and details of the directors, employees, agents, consultants and contractors of the subcontractor engaged in the performance of the Supplier's obligations under the Contract. Details should include: name; role; email address; address; contract details; Worker Engagement Route – for example, employed by subcontractor; engaged via worker's intermediary e.g. PSC (i.e. a personal service company), engaged as an independent sole trader or employed by another entity in supply chain;
  - 1.4.3 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
  - 1.4.4 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's length" terms;
  - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and
  - 1.4.6 (where applicable) the Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.

## **Joint Schedule 6 (Key Subcontractors)**

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- 1.5 If requested by CCS and/or the Buyer, within 10 Working Days, the Supplier shall also provide:
  - 1.5.1 a copy of the proposed Key Sub-Contract; and
  - 1.5.2 any further information reasonably requested by CCS and/or the Buyer.
- 1.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
  - 1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
  - 1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;
  - 1.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
  - 1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;
  - 1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Framework Contract in respect of:
    - (a) the data protection requirements set out in Clause 14 (Data protection);
    - (b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);
    - (c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
    - (d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
    - (e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
  - 1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the buyer can end this contract) and 10.5 (When the supplier can end the contract) of this Contract; and
  - 1.6.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.

**Joint Schedule 7 (Financial Difficulties)****1 Definitions**

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

<b>Term</b>	<b>Definition</b>
<b>Credit Rating Threshold</b>	the minimum credit rating level for the Monitored Company as set out in Annex 2;
<b>Financial Distress Event</b>	<p>the occurrence or one or more of the following events:</p> <ul style="list-style-type: none"><li>(a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;</li><li>(b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;</li><li>(c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Company;</li><li>(d) Monitored Company committing a material breach of covenant to its lenders;</li><li>(e) a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or</li><li>(f) any of the following:<ul style="list-style-type: none"><li>(i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;</li><li>(ii) non-payment by the Monitored Company of any financial indebtedness;</li><li>(iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or</li><li>(iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company</li></ul></li></ul> <p>in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Call-Off Contract;</p>
<b>Financial Distress Service Continuity Plan</b>	a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with [each Call-Off] Contract in the event that a Financial Distress Event occurs;

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<b>Monitored Company</b>	Supplier Key Subcontractor; and
<b>Rating Agencies</b>	the rating agencies listed in Annex 1.

### 2 When this Schedule applies

- 2.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.
- 2.2 The terms of this Schedule shall survive:
  - 2.2.1 under the Framework Contract until the later of (a) the termination or expiry of the Framework Contract or (b) the latest date of termination or expiry of any call-off contract entered into under the Framework Contract (which might be after the date of termination or expiry of the Framework Contract); and
  - 2.2.2 under the Call-Off Contract until the termination or expiry of the Call-Off Contract.

### 3 What happens when your credit rating changes

- 3.1 The Supplier warrants and represents to CCS that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2.
- 3.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify CCS in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.
- 3.3 If there is any downgrade credit rating issued by any Rating Agency for the Monitored Company the Supplier shall ensure that the Monitored Company's auditors thereafter provide CCS within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by CCS (such requests not to exceed 4 in any Contract Year) with sufficient working accounts to allow further validation of financial status to be undertaken.
- 3.4 The Supplier shall:
  - 3.4.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and
  - 3.4.2 promptly notify (or shall procure that its auditors promptly notify) CCS and Buyers in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.
- 3.5 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

### 4 What happens if there is a financial distress event

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

## Joint Schedule 7 (Financial Difficulties)

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- 4.2 In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, CCS shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:
- 4.2.1 rectify such late or non-payment; or
  - 4.2.2 demonstrate to CCS's reasonable satisfaction that there is a valid reason for late or non-payment.
- 4.3 The Supplier shall and shall procure that the other Monitored Companies shall:
- 4.3.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and
  - 4.3.2 where CCS or Buyers reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1 which CCS may share with Buyers) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:
    - (a) submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and
    - (b) provide such financial information relating to the Monitored Company as CCS may reasonably require.
- 4.4 If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.
- 4.5 If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.
- 4.6 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:
- 4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;
  - 4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and

## **Joint Schedule 7 (Financial Difficulties)**

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- 4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.6.
- 4.8 CCS shall be able to share any information it receives from the Buyer in accordance with this Paragraph with any Buyer who has entered into a Call-Off Contract with the Supplier.

### **5 When CCS or the Buyer can terminate for financial distress**

- 5.1 CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Call-Off Contracts for material Default if:
  - 5.1.1 the Supplier fails to notify CCS of a Financial Distress Event in accordance with Paragraph 3.4;
  - 5.1.2 CCS and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or
  - 5.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.
- 5.2 If the Contract is terminated in accordance with Paragraph 5.1, Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

### **6 What happens If your credit rating is still good**

- 6.1 Without prejudice to the Supplier's obligations and CCS' and the Buyer's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:
  - 6.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and
  - 6.1.2 CCS shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

## **Annex 1: Rating Agencies**

Dun and Bradstreet (“D&B”)

## **Annex 2: Credit Ratings and Credit Rating Thresholds**

### **Part 1: Current Rating**

<b>Entity</b>	<b>Credit rating (long term)</b>
Supplier	D&B Rating - Risk Indicator = 1
Key Subcontractor	D&B Rating - Risk Indicator = 3

**Joint Schedule 10 (Rectification Plan)**

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**Joint Schedule 10 (Rectification Plan)**

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

**Joint Schedule 10 (Rectification Plan)**

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Outcome of review	<b>[Plan Accepted] [Plan Rejected] [Revised Plan Requested]</b>		
Reasons for rejection (if applicable)	[add reasons]		
Signed by <b>[CCS/Buyer]</b>		Date:	

## **Joint Schedule 11 (Processing Data) RM1043.8**

### **Definitions**

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

<b>Term</b>	<b>Definition</b>
<b>Processor Personnel</b>	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract.

### **Status of the Controller**

- 2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:
- (a) “Controller” in respect of the other Party who is “Processor”;
  - (b) “Processor” in respect of the other Party who is “Controller”;
  - (c) “Joint Controller” with the other Party;
  - (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,
- in respect of certain Personal Data under a Contract and shall specify in Annex 1 (Processing Personal Data) which scenario they think shall apply in each situation.

### **Where one Party is Controller and the other Party its Processor**

- 3 Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (Processing Personal Data) by the Controller.
- 4 The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
- 5 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
- (a) a systematic description of the envisaged Processing and the purpose of the Processing;
  - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 6 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (Processing Personal Data), unless the Processor is required to do otherwise by Law. If it is so required

## Joint Schedule 11 (Processing Data) RM1043.8

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the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:

- (i) nature of the data to be protected;
- (ii) harm that might result from a Personal Data Breach;
- (iii) state of technological development; and
- (iv) cost of implementing any measures;

(c) ensure that:

(i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (Processing Personal Data));

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

- . are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (Data protection), 15 (What you must keep confidential) and 16 (When you can share information) of the Core Terms;
- . are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
- . are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
- . have undergone adequate training in the use, care, protection and handling of Personal Data;

(d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

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

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

(iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and

(e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

7 Subject to Paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:

## Joint Schedule 11 (Processing Data) RM1043.8

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- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Personal Data Breach.
- 8 The Processor's obligation to notify under Paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
- 9 Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
  - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 10 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
  - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
  - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 11 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 12 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 13 Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:

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- (a) notify the Controller in writing of the intended Subprocessor and Processing;
  - (b) obtain the written consent of the Controller;
  - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
  - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 14 The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 15 The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- 16 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

### **Where the Parties are Joint Controllers of Personal Data**

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

### **Independent Controllers of Personal Data**

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

## Joint Schedule 11 (Processing Data) RM1043.8

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its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

- 24 A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
- 25 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract ("Request Recipient"):
  - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
  - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
    - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
    - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 26 Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
  - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
  - (b) implement any measures necessary to restore the security of any compromised Personal Data;
  - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
  - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 27 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (Processing Personal Data).
- 28 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (Processing Personal Data).
- 29 Notwithstanding the general application of Paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with Paragraphs 18 to 28 of this Joint Schedule 11.

## Annex 1: Processing Personal Data

- 1 This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.
- 1.1 The contact details of the Relevant Authority's Data Protection Officer are:

Chris Gooday  
NHS Business Services Authority  
Stella House  
Goldcrest Way  
Newburn Riverside  
Newcastle upon Tyne  
NE15 8NY  
[Chris.gooday@nhsbsa.nhs.uk](mailto:Chris.gooday@nhsbsa.nhs.uk)
- 1.2 The contact details of the Supplier's Data Protection Officer: David Sarginson – [david.sarginson@Opencastsoftware.com](mailto:david.sarginson@Opencastsoftware.com)
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p>Personal data may be processed from time to time. Details of which will be set out in any statement of work (SoW) as appropriate. Such data will be used as appropriate for the purposes of reporting and insight. The supplier will process customer data only on the customer's premises and as instructed within each SoW.</p> <p>For every new piece of work, a new SoW must be drafted and agreed, in terms what (if any) personal data will be handled.</p> <p>If the personal data to be processed changes during the delivery of a SoW a change request must be completed for annex 1 within the SoW.</p>

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Duration of the Processing	Processing will be for the duration of each SoW, and no longer than the duration of this contract.
Nature and purposes of the Processing	Analysing buyer data, including personal data as appropriate, being processed for the purposes of reporting and driving insight, in support of the customer's <u>strategic</u> mission to be a data driven organisation.
Type of Personal Data	Including, but not limited to; Name; Demographic data Contact details; Employment information Special category data (information relating to health, ethnicity, sexual orientation etc) National identifiers (such as NHS No, NINO) The specific types of personal data to be processed will be documented in each SoW as appropriate.
Categories of Data Subject	NHSBSA staff NHS Service users Supplier staff
Plan for return and destruction of the data once the Processing is complete  UNLESS requirement under Union or Member State law to preserve that type of data	Not applicable. The supplier will not process customer data outside of the customer's infrastructure.

## **Call-Off Schedule 1 (Transparency Reports)**

### **1 Transparency Reports**

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

**Call-Off Schedule 1 (Transparency Reports)**

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**Annex A: List of Transparency Reports**

<b>Title</b>	<b>Content</b>	<b>Format</b>	<b>Frequency</b>
<b>Performance metrics</b>	Data in relation to the Material Key Performance Indicators and or any KPIs as set out in Call-Off Schedule 14 (Service Levels and Balanced Scorecard)	MS Excel Report	Monthly
<b>Call-Off Contract Charges and Spend Data under the Contract</b>	This data includes details of all spend on individual invoices, payments or other relevant transactions that are over £25,000 in relation to the call-off contract.	MS Excel Report	Monthly

## **Call-Off Schedule 3 (Continuous Improvement)**

### **1 Buyer's Rights**

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

### **2 Supplier's Obligations**

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

### **Call-Off Schedule 3 (Continuous Improvement)**

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

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

### 1 Call-Off Contract Charges

1.1 The Supplier shall provide:

- 1.1.1 as part of the Further Competition Procedure, its pricing for the Deliverables is in accordance with the Buyer's Statement of Requirements.
- 1.1.2 for each individual Statement of Work (SOW), the applicable Charges shall be calculated in accordance with the Pricing Mechanisms detailed in the Order Form using all of the following:
  - (a) the agreed rates for Supplier Staff and/or facilities (which are exclusive of any applicable expenses and VAT) incorporated into the Call-Off Contract; and
  - (b) the number of Work Days, or pro rata portion of a Work Day (see Paragraph 2.3.1 of Framework Schedule 3 (Framework Pricing)), that Supplier Staff work solely to provide the Deliverables and/or the provision of facilities solely to be used for the Buyer's stated purposes of providing the Deliverables and to meet the tasks sets out in the SOW between the SOW Start Date and SOW End Date.

1.2 Further to Paragraph 2.2.2 of Framework Schedule 3 (Framework Pricing), the Supplier will provide a detailed breakdown of its Charges for the Deliverables in sufficient detail to enable the Buyer to verify the accuracy of any invoice submitted.

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

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

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

- the Supplier shall continue to work on the Deliverables until they are satisfactorily complete and accepted by the Buyer at its own cost and expense where the Capped or Fixed Price is exceeded; and
- the Buyer will have no obligation or liability to pay any additional Charges or cost of any part of the Deliverables yet to be completed and/or Delivered after the Capped or Fixed Price is exceeded by the Supplier.
- the Supplier shall not be able to claim for any expenses incurred by the Supplier in working on the Deliverables where the Capped or Fixed price is exceeded.

1.4 All risks or contingencies will be included in the Charges. The Parties agree that the following assumptions, representations, risks and contingencies will apply in relation to the Charges:

- 1.4.1 **Capped Time and Materials** - Capped Time and Materials is an agreed total cost, detailing the duration of works with day rates and total number of days, covering all necessary costs to deliver the Deliverables as set out in a Statement of Work. If the Supplier reaches the capped limit before all of the work is finished, the Supplier has to complete the work at their own cost. If the Supplier delivers the Deliverables early, the Buyer shall only pay the Supplier for the time taken to deliver the Deliverables.
- 1.4.2 **Supplier Day Rates:** Charges for Services under this Call-Off Contract will be calculated in accordance with Table A of this Schedule. (Please note, all rates are based upon on premise at NHSBSA's Head Office at Stella House, Newcastle upon Tyne.)
- 1.4.3 **SFIA Levels 6 and 7** - Any roles with SFIA levels not listed (i.e. Level 6 or 7) in Table A to this Schedule shall be provided by the Supplier, if required if used at a, Day Rate which does not exceed Supplier's Maximum Day Rate on the CCS Digital Outcomes Framework (RM1043.8) of £1200 (excluding VAT).
- 1.4.4 **Expenses** – the following provisions shall apply in relation to Expenses under this Call-Off Contract:
- A) Where roles listed in Table A to this Schedule are being provided by the Supplier, expenses shall only be claimed by the Supplier up to the value of the Daily Expenses amount stated against the role in Table A.
  - B) Any expenses incurred by the Supplier when working on deliverables where the Capped Time and Materials cost is exceeded shall not be reimbursed by the Buyer.
  - C) In the event that SFIA Levels 6 and/or 7 roles are provided by the Supplier in accordance with paragraph 1.4.3 above, expenses may be claimed by the Supplier strictly in accordance with the Buyer's Expenses Policy at Annex 1 of this Schedule.
  - D) Any expenses that are permitted to be claimed by the Supplier under this Call-Off Contract shall be claimed in accordance with the buyer's Expenses Policy at Annex 1 of this Schedule.
- 1.4.5 **SOW 1 – Phase 1: Discovery** – The Supplier shall deliver Phase 1 – Discovery of SOW01 in accordance with the costs submitted as part of their tender bid, on a Capped Time and Materials basis, as set out in Table B to this Schedule

**Table A - Supplier Day Rates:**

Role	Day Rate (£ ex VAT)	SFIA LEVEL	Day Rate (£ ex VAT)	SFIA LEVEL	Day Rate (£ ex VAT)	SFIA LEVEL	Daily Expenses to be claimed by Supplier against any Role (ex VAT)
<b>DDaT job role</b>							
Business analyst		3		4		5	0
Data analyst		3		4		5	0
Data architect		3		4		5	0
Data engineer		3		4		5	0
Data scientist		3		4		5	0
Delivery manager		3		4		5	0
Frontend developer		3		4		5	0
Performance analyst		3		4		5	0
Technical architect		3		4		5	0
Test engineer		3		4		5	0
User researcher		3		4		5	0

**Table B - Delivery of SOW01 Phase 1 Discovery - Capped Time and Materials**

SFIA Category	Skills	SFIA Category Role (e.g. developer)	SFIA Skills Category Level	Number of days	Total Expenses/Subsidence*	Day Rate (£ ex VAT)	Total per role
			4		0		
			3		0		
			5		0		
			4		0		
			4		0		
			4		0		
			4		0		
<b>Total Capped Time and Materials Price (including expenses and ex VAT)</b>							

## **Annex 1 (Expenses Policy)**

### Buyer's Expenses Policy

## **Finance Guidance**

### **Travel, subsistence and expenses**

#### **1. General Principles**

- 1.1. Business travel must only be undertaken when there is no other reasonable option. Where travel is business critical, and there are no reasonable digital alternative, staff should select the most environmentally friendly mode of transport wherever possible. This should be in line with the sustainable travel hierarchy (see appendix 2).
- 1.2. When business critical travel it is undertaken, the most cost effective means must be chosen with the consideration given to use of staff time, value for money and health and fitness benefits.
- 1.3. Public transport should be used, where available.
- 1.4. All travel must be approved in advance by an authorised manager on the relevant form. Journeys must be planned using the method of travel which is most cost effective and has least environmental impact.
- 1.5. Travel and accommodation must be booked through the NHSBSA appointed service agents.
- 1.6. Claims must be submitted within 3 months of the date the expense was incurred.
- 1.7. Any fines incurred, e.g. parking fines or other motoring offences, are the responsibility of the traveller and will not be reimbursed.
- 1.8. Suspected false claims will be investigated and may be reported to the NHSBSA Loss and Fraud Protection team or NHS Counter Fraud Authority. Disciplinary and/or criminal action may be taken against individuals found to have submitted fraudulent claims.

#### **2. Travel**

##### **Active Travel**

- 2.1. NHS BSA supports active travel for staff, given its health and environmental benefits (see appendix 2).

- 2.2. For business travel undertaken by bicycle, you may be reimbursed at the rate shown in appendix 1

## **Rail**

- 2.3. Public transport including trains is the preferred mode of business travel due to its (comparatively small) environmental footprint. Where staff have a reasonable rail option, this should be prioritised over air or car wherever possible.
- 2.4. All rail travel will be standard class.
- 2.5. Rail travel will normally be the lowest cost method of travel. It also enables staff to work whilst travelling.
- 2.6. Tickets should be procured as economically as possible, taking advantage of cheaper fares available through advance booking or by booking specific trains. This will be done automatically by the NHSBSA appointed service agent.

## **Air**

- 2.7. Given the significant environmental impacts of air travel, lower carbon options must be considered first before flights. Where travel by an alternative mode of transport is not possible staff must provide clear justification for any flight.
- 2.8. Before air travel is decided upon, it must be considered with rail travel as part of a cost-benefit assessment. Often, travelling to city centre locations is faster, easier and cheaper by train when other costs such as travel to and from airports, parking charges, check-in processes, baggage charges etc are taken into account.
- 2.9. Domestic air travel should only be authorised where:
- Business need warrants air travel;
  - There is a cost benefit for the NHSBSA (in terms of total travel costs, avoidance of subsistence/accommodation costs and environmental footprint).
- 2.10. International air travel must be authorised by the Chief Executive prior to booking.

## **Taxis**

- 2.11 Staff should travel by public transport wherever possible. Where the need for a taxi is identified in advance bookings should be made, where practical, through NHSBSA contracts where these exist.

- 2.12 Where a taxi is required, and the need has not been anticipated or it isn't practical to pre-book, the costs may be reclaimed in the following circumstances:-
- If no public transport is reasonably available;
  - When travelling early in the morning or late at night where personal safety is perceived as an issue;
  - When carrying heavy/bulky luggage;
  - If the use of available public transport is not appropriate or possible due to a medical condition;
  - In an emergency.
- 2.13 Prior authorisation should be obtained from a more senior manager wherever possible. It is the responsibility of the manager to determine the cost effectiveness of taxi travel.
- 2.14. Where a claim includes a taxi fare, a reason for use of a taxi must be included and a receipt attached to the claim.

## Road

- 2.15. Road travel has a negative impact on the environment and your health. Where there is a reasonable option staff should prioritise public transport over car travel to reduce the environmental impacts associated with travel.
- 2.16 Car travel can be economical, particularly where more than one person is making the journey and/or the journey cannot easily be made by rail travel.
- 2.17. Battery Electric Vehicles (BEV) may be used to undertake business travel, irrespective of journey length. ***If vehicles are charged at an NHSBSA site prior to the journey mileage claims are not permissible.*** The vehicle must be insured for business use and comply with other legal requirements.
- 2.18. Where business travel mileage for one return journey is less than 90 miles an Internal Combustion Engine (ICE) vehicles, Plug-in Hybrid Vehicles (PHEV) and Hybrid Electric Vehicles (HEV) may be used. Where one return journey is greater than 90 miles a hire car, or BEV, should be used.
- 2.19. Hire cars must be booked through the NHSBSA appointed provider. When booking a hire car the vehicle with lowest emissions should be considered first. Use of Ultra Low Emission Vehicles (ULEV) should be prioritised, where this option is not available hybrid cars may be considered. If there is no other reasonable alternative the use of a petrol or diesel vehicle is permitted.
- 2.20. ICE vehicles, PHEV and HEV may only be used where a BEV, public transport, or a hire car is unavailable, impractical or more costly. The vehicle must be insured for business use and comply with other legal requirements.

- 2.21. Where a private ICE vehicle, PHEV, or HEV is used when travel by a public service, BEV or hire car would be more appropriate, business travel mileage will be reimbursed at the reserve rate.

### 3. Subsistence

- 3.1. HMRC benchmark rates are applied for subsistence claims and must only be used where all of the qualifying conditions are met. The qualifying conditions are:
- the travel must be in the performance of duties or to a temporary place of work.
  - be absent from the normal place of work or home for a continuous period in excess of 5, 10 or 15 hours (see appendix 1 for details).
  - costs claimed for food and drink must have been incurred after starting the journey. Food and drink purchased prior to the journey starting cannot be claimed.
- 3.2. If the cost of an evening meal or breakfast is reimbursed on an actual basis because it is included in the cost of an overnight stay, staff are not entitled to the benchmark rate for breakfast or late evening meal.
- 3.3. If absent from the normal place of work, where food and drink is provided and there has been no cost incurred to the individual, staff are not entitled to the benchmark meal rate.
- 3.4. Peripatetic staff, with home as their base, may not claim day subsistence whilst undertaking their normal duties.

### 4. Expense Claims

- 4.1. Expense claims should be submitted electronically via the link <https://nhsbsa.easy.giltbyte.com>. In submitting a claim, the member of staff confirms that:
- the expense was necessarily incurred on approved NHSBSA business; and
  - they are entitled to claim reimbursement within the agreed rules; and
  - they understand that the submission of false information may result in disciplinary action and/or criminal prosecution.
- 4.2. Expense claims should normally be submitted in the month following the month in which the expenditure was incurred. Claims must be submitted in any case within 3 months and must include original, itemised receipts **where these are required**. Original receipts must be scanned, saved and submitted electronically with the relevant claim. Original receipts must be retained by the claimant for one month following payment of the expense into their bank account. Expense claims will not be paid without evidence, i.e. receipts, where these are required.
- 4.3. Expense claims must be approved by a manager authorised to do so. Managers must satisfy themselves that each claim is correct and that the expense has necessarily been incurred on NHSBSA business. Managers must ensure that relevant receipts for expenses are attached to the claim.

- 4.4. Payment will be made in arrears on a monthly basis, with the claimant's salary.
- 4.5. Payment for expenses that are subject to deductions for tax and NI will be made on a monthly basis, with the claimant's salary. It is the claimant's responsibility to ensure that the correct Expense Type is selected in respect of any taxable expenses i.e. those related to overtime, staying with friends, family subsistence etc. (Further information can be obtained from the [Payroll and Expenses](#) team).
- 4.6. Mileage claims must be based on the most direct route to and from the place visited.
- 4.7. Any changes to an individual's circumstances (i.e. address, bank details, etc.) must be advised to Corporate Finance via the submission of an ESR Change Form by the line manager or via Employee Self Service in ESR. Vehicles used for making claims must be added and maintained by the claimant in the Expenses System and the appropriate vehicle must be selected when a claim is entered. All bank details will default to those set up in the Payroll system.

## Appendix 1

Transport and related allowances
<p><b>Own transport</b></p> <p>Where a private ICE vehicle, PHEV, or HEV is used when travel by a public service, BEV or hire car would be more appropriate, business travel mileage will be reimbursed at the reserve rate of 28p per mile (see paragraph 2.21. above).</p> <p>Reimbursement of the cost of business mileage where a private ICE vehicle, PHEV, or HEV is used will be at 59p per mile up to 3,500 miles and 24p per mile over 3,500 (see paragraph 2.18. and 2.20. above).</p> <p><b>BEV rate:</b> Lease vehicle (NHS Fleet Solutions) 25p per mile (taxable above HMRC allowance) Private vehicle 45p per mile (non-taxable)</p> <p><b>Motor cycles rate:</b> 30p per mile</p> <p><b>Pedal cycle rate:</b> 20p per mile</p> <p><b>Passenger rate (this applies if you carry any official passengers on a business journey, but does not apply to travel in a lease vehicle):</b> 5p per mile per passenger.</p> <p><b>Overtime:</b> paid at the reserve rate (30p) and taxed at source</p> <p><b>Interviewees:</b> paid at the reserve rate (30p)</p> <p><b>Training/ Further Education:</b> as business mileage</p> <p><b>Excess Travel:</b> paid when an member of staff is transferred to another base at the request of the organisation at the reserve rate (30p) for a maximum of 4 years (if the transfer is for less than 2 years the excess is non-taxable, if the transfer is for more than 2 years or deemed a permanent transfer from the start then the excess is taxable)</p> <p><b>Travel from home to base:</b> This is not reimbursed.</p> <p><b>Personal motor insurance</b></p> <p>All staff who plan to drive their own motor vehicle or motor cycle for business purposes must ensure that their vehicle insurance policy includes cover whilst on the business of the organisation in addition to travelling to and from work. The submission of an Expense Claim in the Expenses System incorporates a declaration to indicate insurance compliance and mileage claims will not be reimbursed without business use insurance.</p>

## **Additional motoring costs**

Reasonable garage and parking expenses and charges for tolls and ferries will be reimbursed. Appropriate receipts should be obtained where possible and an explanation included where receipts are not available.

## **Road traffic offences and fines**

No reimbursement will be made by the organisation in respect of any penalty imposed under the Road Traffic Acts or any associated expense arising from a traffic accident or offence. Parking fines will **not** be reimbursed.

(c)

(d) **Taxi travel**

(e)

(f) Consideration should be given to the appropriateness of public transport in certain circumstances. It is essential to consider personal safety bearing in mind location and time of day and travelling to conferences or meetings with heavy boxes. These instances may make the use of public transport unrealistic and in these circumstances travel by taxi is allowable. The cost of journeys by taxi together with any reasonable gratuity will be fully reimbursed. **A receipt should be obtained wherever possible.** Where a journey is made by taxi for convenience only, staff will be entitled to claim the sum they would have paid had they travelled by public service vehicle. The reason for taxi use must be stated on the claim.

## **Travel by rail**

All staff must consider travelling in the most economical manner possible and obtain approval from their line manager for the journey. The Corporate travel provider should be used in the first instance when booking travel by rail.

## **Travel by air**

Travel by air will be allowed only in exceptional circumstances and when adequate reason is given or when the journey dictates that no other form of public transport would be appropriate, a saving is made in respect of the need for an overnight stay or its environmental impact is lower than alternatives. The Corporate travel provider should be used in the first instance when booking travel by air.

If meals and refreshments are provided by the carrier subsistence is not payable during flights (i.e. the time spent on an aircraft does not count when calculating the qualifying time for over 5, 10 or 15 hours subsistence).

## **Travel by bus/tram/metro/underground**

Wherever possible the most economical route and means of travel should be chosen, but business need and environmental footprint should also be considered. **Receipts are required when claiming costs**

## **Hire cars**

Hire cars should only be used when cheaper and more environmentally friendly forms of transport including public transport are not available for the business journeys to be undertaken. Mileage should **not** be included when claiming costs for hire car as this may be processed if the claim is not marked clearly that a hire car has been used.

### **Motor insurance when using hire cars**

When staff use a hire car for business use the vehicle will only be insured from the date stated for the actual hire. If a hire car is delivered to a home address on a day prior to travel, the car is insured whilst parked but NOT in use. The car becomes insured on the day that the official journey commences. If the individual needs to load equipment into the car prior to the journey this must be made clear on the request form to enable the necessary level of insurance to be arranged. Personal use of the hire vehicle is strictly prohibited.

Details of the hire car policy can be obtained from the Corporate Procurement Team.

### **Late night journeys home**

Taxi fares can be claimed where staff are required to work extra hours beyond 10.00 p.m. as an extension of their normal working day.

The cost of the taxi journey together with any reasonable gratuity will be reimbursed. **A receipt should be obtained from the driver.** This should be submitted with the expense claim which should also indicate the time the journey was taken.

Expenses claimed in respect of taxi journey to home after 10.00 p.m. are taxable and will therefore be reimbursed via monthly salaries

## **Subsistence allowances**

### **Short overnight stays in hotels, guesthouses and commercial accommodation**

When a member of staff stays overnight in a hotel, guest house or other commercial accommodation within central London the maximum booking limit is £150 per night. Where a member of staff stays overnight in a hotel, guest house or other commercial accommodation outside central London, the maximum booking limit is £100 per night. The maximum booking limits do not have to include any transactional fees (e.g. booking fee) that may be added to your booking by the corporate travel provider

Accommodation should be booked through the Corporate travel provider.

### **Short overnight stays in non commercial accommodation**

Staff may make arrangements to stay somewhere other than in a hotel or guest house. If you stay elsewhere (e.g. with relatives or friends, or in a caravan) you may claim the flat rate of £25 per night which is liable for tax. This is to cover accommodation and meal expenses and **no** further payment will be made that relate to this period.

Staff staying in accommodation provided by the employer or host organisation shall be entitled to an allowance to cover meals which are not provided free of charge up to a maximum of £25 for each 24 hours you are away from home (the relevant benchmark rate will apply). Further allowances relating to this period are not permitted.

### **Day meals subsistence allowances**

HMRC have developed benchmark rates which employers can use for payment or reimbursement of staff expenses. These rates are the maximum tax and NICs free amounts that can be paid by employers who choose to use the system. **From April 1<sup>st</sup> 2019 receipted evidence of expenditure is no longer necessary and the appropriate benchmark rate should be claimed instead. However, evidence that a journey which qualified for subsistence was undertaken may be required.**

The rates are payable when staff are away on official business and more than 5 miles from their home or permanent workplace for a period in excess of 5 hours from the time of leaving to the time of returning on the same day. Peripatetic staff with home as their base may not claim day subsistence whilst undertaking their normal duties.

#### **Over 5 hour benchmark rate\***

Staff must be away from their base for a period of more than 5 hours to claim the benchmark rate of £5.

#### **Over 10 hour benchmark rate\***

Staff must be away from their base for a period of more than 10 hours to claim the benchmark rate of £10.

\* Where an individual is still travelling at 8pm a further benchmark rate of £10 can be claimed in addition to the relevant hour rate.

#### **Over 15 hour benchmark rate**

Staff must be away from their base for a period of more than 15 hours to claim the benchmark rate of £25.

***The maximum Day Meals Subsistence payment available in any 24 hour period is £25.***

### **Tips and gratuities**

As a general rule the NHSBSA does not reimburse gratuities. However, where service is not included in the cost of a meal, your claim may include a sum up to 10% of the cost of the meal as a tip but the claim amount cannot exceed the relevant benchmark rate.

### **Alcohol**

Claims for alcohol are not permitted, unless it is part of a meal deal and cannot be separately identified.

## **Overseas**

### **Overseas subsistence**

Where staff are required to travel abroad the normal rates for overnight and daytime subsistence detailed above do not apply. The Expenses Team will obtain from HMRC subsistence rates appropriate to the country and city to be visited. Subsistence rates are quoted in local currency and the rate to be paid will be the sterling equivalent either at the time of the request for cash advance, or at the time of travel where no advance is claimed.

In exceptional circumstances the actual expenditure incurred will be reimbursed upon production of a receipt, at a sterling equivalent based on tourist exchange rates prevailing at the time of travel. Likewise any travel costs within the foreign country will be reimbursed at prevailing exchange rates. It will be the individual's responsibility to convert sterling into foreign currency, but any costs incurred may be reimbursed.

### **Overseas travel costs**

The individual should determine the total in local currency then convert to UK currency using the exchange rate at the time of travel. It will be the individual's responsibility to convert sterling into foreign currency but any costs incurred may be reimbursed.

### **Other business costs**

Receipted costs relating to any other business activities (such as fax, telephone, internet charges) may be reimbursed on production of appropriate receipts.

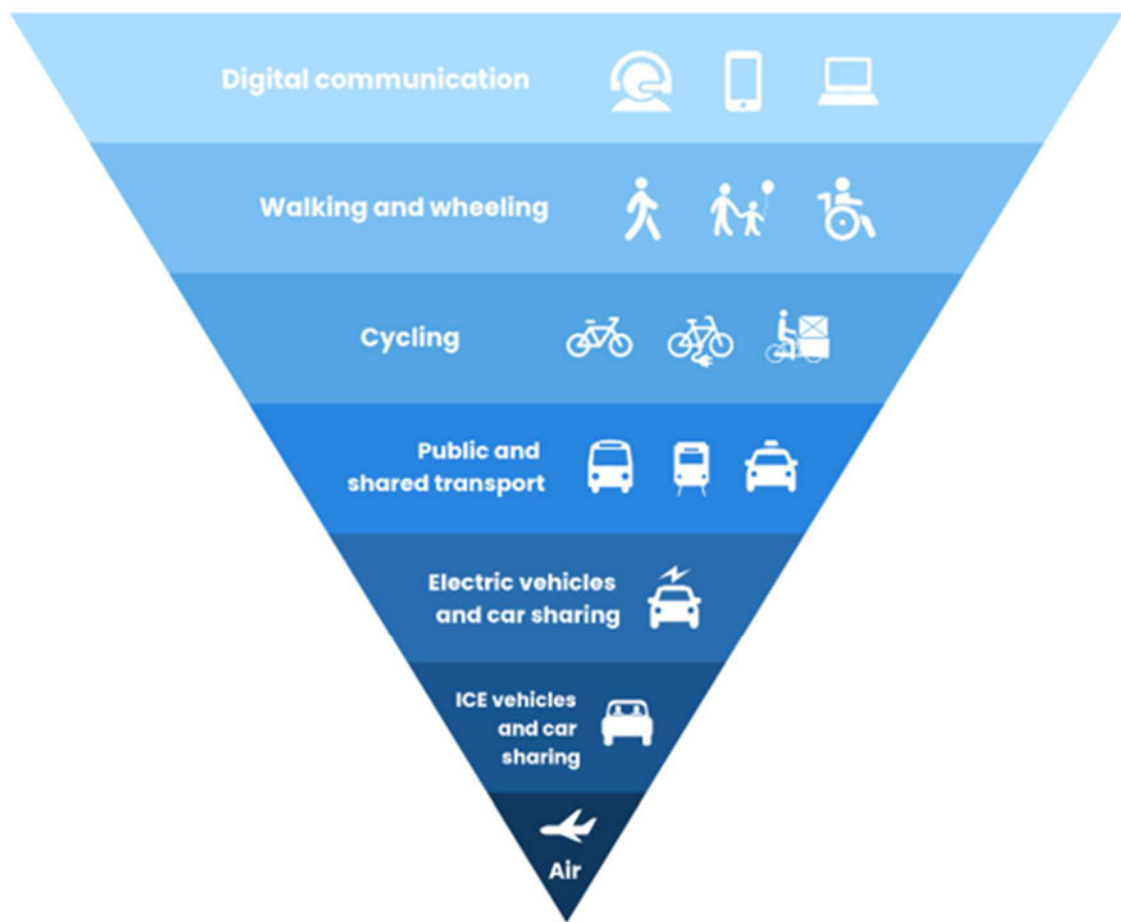
### **Hospitality**

Modest hospitality e.g., lunches in the course of working visits may be acceptable providing this is normal and reasonable under the circumstances. The scale of such hospitality should be similar to that which the organisation would be likely to offer in similar circumstances.

All offers of gifts, hospitality or entertainment made to staff should be declined. If individuals have any doubts they should check with their manager. Casual gifts offered by contractors, suppliers etc. may not be in any way connected to the performance of your duties. Such gifts should nevertheless be politely but firmly declined. If you suspect that they have been offered as a form of inducement you should inform your manager. Items of low value such as calendars or diaries may be accepted but if you have any doubt as to the acceptability of such a gift you should either decline or consult your manager.

## **Appendix 2**

### **The Sustainable Travel Hierarchy**



Source - Energy Saving Trust (2021): An introduction to the sustainable travel hierarchy.

## **Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)**

### **1 Definitions**

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

<b>Term</b>	<b>Definition</b>
<b>Buyer Property</b>	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;
<b>Buyer Software</b>	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;
<b>Buyer System</b>	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;
<b>Commercial off the shelf Software or COTS Software</b>	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;
<b>Defect</b>	any of the following:  (a) any error, damage or defect in the manufacturing of a Deliverable; or  (b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or  (c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or  (d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;
<b>Emergency Maintenance</b>	ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment

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	or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;
<b>ICT Environment</b>	the Buyer System and the Supplier System;
<b>Licensed Software</b>	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;
<b>Maintenance Schedule</b>	has the meaning given to it in Paragraph 8 of this Schedule;
<b>Malicious Software</b>	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;
<b>New Release</b>	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;
<b>Open Source Software</b>	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;
<b>Operating Environment</b>	means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:  (a) the Deliverables are (or are to be) provided; or  (b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or  (c) where any part of the Supplier System is situated;
<b>Permitted Maintenance</b>	has the meaning given to it in Paragraph 8.2 of this Schedule;
<b>Quality Plans</b>	has the meaning given to it in Paragraph 6.1 of this Schedule;
<b>Sites</b>	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;
<b>Software</b>	Specially Written Software COTS Software and non-COTS Supplier and third party Software;
<b>Software Supporting Materials</b>	has the meaning given to it in Paragraph 9.1 of this Schedule;
<b>Source Code</b>	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,

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	technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
<b>Specially Written Software</b>	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; and
<b>Supplier System</b>	the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System).

### 2 When this Schedule should be used

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

### 3 Buyer due diligence requirements

- 3.1 The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;
- 3.1.1 suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
  - 3.1.2 operating processes and procedures and the working methods of the Buyer;
  - 3.1.3 ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
  - 3.1.4 existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.
- 3.2 The Supplier confirms that it has advised the Buyer in writing of:
- 3.2.1 each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;
  - 3.2.2 the actions needed to remedy each such unsuitable aspect; and
  - 3.2.3 a timetable for and the costs of those actions.
- 3.3 The Supplier undertakes:
- 3.3.1 and represents to the Buyer that Deliverables will meet the Buyer's acceptance criteria as set out in the Call-Off Contract and, if applicable, each Statement of Work; and
  - 3.3.2 to maintain all interface and interoperability between third party software or services, and Specially Written Software required for the performance or supply of the Deliverables.

## **Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)**

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### **4 Licensed software warranty**

4.1 The Supplier represents and warrants that:

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

### **5 Provision of ICT Services**

5.1 The Supplier shall:

- 5.1.1 ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;
- 5.1.2 ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
- 5.1.3 ensure that the Supplier System will be free of all encumbrances;
- 5.1.4 ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;
- 5.1.5 minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables.

### **6 Standards and Quality Requirements**

- 6.1 The Supplier shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 6.2 The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.
- 6.3 Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
- 6.4 The Supplier shall ensure that the Supplier Personnel shall at all times during the Call-Off Contract Period:

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- 6.4.1 be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;
- 6.4.2 apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
- 6.4.3 obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

## 7 ICT Audit

- 7.1 The Supplier shall allow any auditor access to the Supplier premises to:
  - 7.1.1 inspect the ICT Environment and the wider service delivery environment (or any part of them);
  - 7.1.2 review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
  - 7.1.3 review the Supplier's quality management systems including all relevant Quality Plans.

## 8 Maintenance of the ICT Environment

- 8.1 If specified by the Buyer in the Order Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.
- 8.2 Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
- 8.3 The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance.
- 8.4 The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

## 9 Intellectual Property Rights

### 9.1 Assignments granted by the Supplier: Specially Written Software

- 9.1.1 The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:
  - 9.1.1.1 the Documentation, Source Code and the Object Code of the Specially Written Software; and
  - 9.1.1.2 all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").

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### **9.1.2 The Supplier shall:**

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

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

- 9.2.1 Unless the Buyer gives its Approval the Supplier must not use any:
- (a) of its own Existing IPR that is not COTS Software;
  - (b) third party software that is not COTS Software
- 9.2.2 Where the Buyer Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grant to the Buyer a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.
- 9.2.3 Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:
- 9.2.3.1 notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and
  - 9.2.3.2 only use such third party IPR as referred to at Paragraph 9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.

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

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

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

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

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

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

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

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

9.3.4.2 will no longer be made commercially available

### **9.4 Buyer's right to assign/novate licences**

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

9.4.1.1 a Central Government Body; or

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

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

### **9.5 Licence granted by the Buyer**

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

### **9.6 Open Source Publication**

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- 9.6.1 Unless the Buyer otherwise agrees in advance in writing (and subject to Paragraph 9.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is:
- 9.6.1.1 suitable for publication by the Buyer as Open Source; and
- 9.6.1.2 based on Open Standards (where applicable),  
and the Buyer may, at its sole discretion, publish the same as Open Source.
- 9.6.2 The Supplier hereby warrants that the Specially Written Software and the New IPR:
- 9.6.2.1 are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by the Buyer will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Buyer System;
- 9.6.2.2 have been developed using reasonable endeavours to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them;
- 9.6.2.3 do not contain any material which would bring the Buyer into disrepute;
- 9.6.2.4 can be published as Open Source without breaching the rights of any third party;
- 9.6.2.5 will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the date notified by the Buyer to the Supplier; and
- 9.6.2.6 do not contain any Malicious Software.
- 9.6.3 Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:
- 9.6.3.1 as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and
- 9.6.3.2 include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer's ability to publish such other items or Deliverables as Open Source.

## 9.7 Malicious Software

- 9.7.1 The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
- 9.7.2 If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.
- 9.7.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Paragraph 9.7.2 shall be borne by the Parties as follows:

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

### **10 IPR asset management**

- 10.1 The Parties shall work together to ensure that there is appropriate IPR asset management under each Call-Off Contract, and:
  - 10.1.1 where the Supplier is working on the Buyer's System, the Supplier shall comply with the Buyer's IPR asset management approach and procedures.
  - 10.1.2 where the Supplier is working on the Supplier's System, the Buyer will ensure that it maintains its IPR asset management procedures in accordance with Good Industry Practice.

Records and materials associated with IPR asset management shall form part of the Deliverables, including those relating to any Specially Written Software or New IPR.
- 10.2 The Supplier shall comply with any instructions given by the Buyer as to where it shall store all work in progress Deliverables and finished Deliverables (including all Documentation and Source Code) during the term of the Call-Off Contract and at the stated intervals or frequency specified by the Buyer and upon termination of the Contract or any Statement of Work.
- 10.3 The Supplier shall ensure that all items it uploads into any repository contain sufficient detail, code annotations and instructions so that a third-party developer (with the relevant technical abilities within the applicable role) would be able to understand how the item was created and how it works together with other items in the repository within a reasonable timeframe.
- 10.4 The Supplier shall maintain a register of all Open Source Software it has used in the provision of the Deliverables as part of its IPR asset management obligations under this Contract.

## **Call-Off Schedule 7 (Key Supplier Staff)**

### **1 Key Supplier Staff**

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

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

**2 Key Personnel (Supplier) - Opencast Software Europe Limited**

Name	Role	Details
Laura Lord	Head of Delivery	<a href="mailto:laura.lord@opencastsoftware.com">laura.lord@opencastsoftware.com</a>
Lee Foster	Chief Technology Officer	<a href="mailto:lee.foster@opencastsoftware.com">lee.foster@opencastsoftware.com</a>

3

**4 Key Personnel (Subcontractor) – Serios Group Limited**

Name	Role	Details
David Milnes	Service Delivery Director	<a href="mailto:david.milnes@seriosgroup.com">david.milnes@seriosgroup.com</a>
Mark Fishwick	Commercial Director	<a href="mailto:Mark.fishwick@seriogroup.com">Mark.fishwick@seriogroup.com</a>

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

### 1 Definitions

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

Term	Definition
<b>BCDR Plan</b>	has the meaning given to it in Paragraph 2.2 of this Schedule;
<b>Business Continuity Plan</b>	has the meaning given to it in Paragraph 2.3.2 of this Schedule;
<b>Disaster</b>	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);
<b>Disaster Recovery Deliverables</b>	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
<b>Disaster Recovery Plan</b>	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
<b>Disaster Recovery System</b>	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
<b>Related Supplier</b>	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
<b>Review Report</b>	has the meaning given to it in Paragraph 6.3 of this Schedule; and
<b>Supplier's Proposals</b>	has the meaning given to it in Paragraph 6.3 of this Schedule.

### 2 BCDR Plan

2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.

2.2 At least ninety (90) Working Days after the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Supplier shall follow to:

2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and

2.2.2 the recovery of the Deliverables in the event of a Disaster

2.3 The BCDR Plan shall be divided into three sections:

2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;

2.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and

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2.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").

2.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

### **3 General Principles of the BCDR Plan (Section 1)**

3.1 Section 1 of the BCDR Plan shall:

3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;

3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;

3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;

3.1.4 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;

3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;

3.1.6 contain a risk analysis, including:

(a) failure or disruption scenarios and assessments of likely frequency of occurrence;

(b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;

(c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and

(d) a business impact analysis of different anticipated failures or disruptions;

3.1.7 provide for documentation of processes, including business processes, and procedures;

3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;

3.1.9 identify the procedures for reverting to "normal service";

3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;

3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and

3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.

3.2 The BCDR Plan shall be designed so as to ensure that:

3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;

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- 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
- 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
- 3.2.4 It details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

### **4 Business Continuity (Section 2)**

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
  - 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
  - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
  - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
  - 4.2.2 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;
  - 4.2.3 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
  - 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

### **5 Disaster Recovery (Section 3)**

- 5.1 The Disaster Recovery Plan (which shall be invoked 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.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
  - 5.2.1 loss of access to the Buyer Premises;
  - 5.2.2 loss of utilities to the Buyer Premises;
  - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
  - 5.2.4 loss of a Subcontractor;
  - 5.2.5 emergency notification and escalation process;

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- 5.2.6 contact lists;
- 5.2.7 staff training and awareness;
- 5.2.8 BCDR Plan testing;
- 5.2.9 post implementation review process;
- 5.2.10 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;
- 5.2.11 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;
- 5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- 5.2.13 testing and management arrangements.

## 6 Review and changing the BCDR Plan

- 6.1 The Supplier shall review the BCDR Plan:
  - 6.1.1 on a regular basis and as a minimum once every six (6) Months;
  - 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
  - 6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.
- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a "**Review Report**") setting out the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so

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as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

### **7 Testing the BCDR Plan**

7.1 The Supplier shall test the BCDR Plan:

7.1.1 regularly and in any event not less than once in every Contract Year;

7.1.2 in the event of any major reconfiguration of the Deliverables;

7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).

7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.

7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.

7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.

7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:

7.5.1 the outcome of the test;

7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and

7.5.3 the Supplier's proposals for remedying any such failures.

7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

### **8 Invoking the BCDR Plan**

8.1 In the event of a complete loss of service or in the event of a Disaster, 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.

### **9 Circumstances beyond your control**

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

## **Call-Off Schedule 9 (Security)**

### **Part A: Short Form Security Requirements**

#### **1 Definitions**

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

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

#### **2 Complying with security requirements and updates to them**

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

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

### **3 Security Standards**

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

### **4 Security Management Plan**

#### **4.1 Introduction**

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

#### **4.2 Content of the Security Management Plan**

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

## **Call-Off Schedule 9 (Security)**

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Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

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

### **4.3 Development of the Security Management Plan**

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

### **4.4 Amendment of the Security Management Plan**

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

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

## 5 Security breach

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

## **6 Data security**

6.1 The Supplier will ensure that any system on which the Supplier holds any Government Data will be accredited or assured as specific to the Buyer and will comply with:

- the Government Security Policy Framework (see: <https://www.gov.uk/government/publications/security-policy-framework>);
- the Government Functional Standard GovS 007: Security (see: <https://www.gov.uk/government/publications/government-functional-standard-govs-007-security>); and
- guidance issued by the National Cyber Security Centre (NCSC) for:
  - risk management: <https://www.ncsc.gov.uk/collection/risk-management-collection>;
  - cloud security: <https://www.ncsc.gov.uk/collection/cloud-security/implementing-the-cloud-security-principles>; and
  - 10 steps to cyber security: <https://www.ncsc.gov.uk/collection/10-steps>.

6.2 Where the duration of a Call-Off Contract exceeds one (1) year, the Supplier will review the accreditation or assurance status at least once each year to assess whether material changes have occurred which could alter the original accreditation decision in relation to Government Data. If any changes have occurred then the Supplier agrees to promptly re-submit such system for re-accreditation.

**Call-Off Schedule 10 (Exit Management)****1 Definitions**

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

<b>Term</b>	<b>Definition</b>
<b>Exclusive Assets</b>	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
<b>Exit Information</b>	has the meaning given to it in Paragraph 3.1 of this Schedule;
<b>Exit Manager</b>	the person appointed by each Party to manage their respective obligations under this Schedule;
<b>Exit Plan</b>	the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;
<b>Net Book Value</b>	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);
<b>Non- Exclusive Assets</b>	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;
<b>Registers</b>	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
<b>Replacement Goods</b>	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;
<b>Replacement Services</b>	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
<b>Termination Assistance</b>	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;
<b>Termination Assistance Notice</b>	has the meaning given to it in Paragraph 5.1 of this Schedule;
<b>Termination Assistance Period</b>	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

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	pursuant to Paragraph 5.2 of this Schedule;
<b>Transferable Assets</b>	Exclusive Assets which are capable of legal transfer to the Buyer;
<b>Transferable Contracts</b>	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;
<b>Transferring Assets</b>	has the meaning given to it in Paragraph 8.2.1 of this Schedule; and
<b>Transferring Contracts</b>	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

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

2.1 The Supplier shall within 30 days from the Call-Off Contract Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.

2.2 During the Contract Period, the Supplier shall promptly:

2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and

2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables which will be stored in the Deliverables IPR asset management system which includes all Document and Source Code repositories.

("Registers").

2.3 The Supplier shall:

2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and

2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

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

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### 3 Assisting re-competition for Deliverables

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

### 4 Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer a Call-Off Contract and SOW Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
  - 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable (this may require modification to take into account the need to facilitate individual SOW Exit Plan provisions which shall be updated and incorporated as part of the SOW;
  - 4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
  - 4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
  - 4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
  - 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
  - 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;

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- 4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
- 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
- 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
- 4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4 The Supplier shall:
  - 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
    - (a) prior to each SOW and no less than every **six (6) Months** throughout the Contract Period; and
    - (b) no later than **twenty (20) Working Day** after a request from the Buyer for an up-to-date copy of the Exit Plan;
    - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than **ten (10) Working Days** after the date of the Termination Assistance Notice;
    - (d) as soon as reasonably possible following, and in any event no later than **twenty (20) Working Days** following, any material change to the Deliverables (including all changes under the Variation Procedure); and
  - 4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

## 5 Termination Assistance

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

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- 5.2.2 the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.
- 5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.4 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

## **6 Termination Assistance Period**

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

## **7 Obligations when the contract is terminated**

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
  - 7.2.1 vacate any Buyer Premises;

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- 7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
- 7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
- (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
  - (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
- 7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

## 8 Assets, Sub-contracts and Software

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

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

## **9 No charges**

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

## **10 Dividing the bills**

- 10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:
- 10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;
- 10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

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

**Call-Off Schedule 13 (Implementation Plan and Testing)****Part A: Implementation****1 Definitions**

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

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

**2 Agreeing and following the Implementation Plan**

- 2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan 30 days after the Call-Off Contract Start Date.
- 2.2 The draft Implementation Plan:
- 2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively for the whole Call-Off Contract and each Statement of Work issued under it for the supply of Deliverables and as the Buyer may otherwise require;
- 2.2.2 shall provide details on how the required Social Value commitments will be delivered through the Call-Off Contract; and
- 2.2.3 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 2.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is achieved on or before its Milestone Date.

## **Call-Off Schedule 13 (Implementation Plan and Testing)**

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- 2.5 The Supplier shall also provide as required or requested reports to the Buyer concerning activities and impacts arising from Social Value including in the Implementation Plan.
- 2.6 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.
- 2.7 The Supplier shall, in relation to each SOW, incorporate within it all Implementation Plan and Testing requirements for the satisfactory completion of each Deliverable Item to be provided under that SOW.

### **3 Reviewing and changing the Implementation Plan**

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

### **4 Security requirements before the Start Date**

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

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

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### 5 What to do if there is a Delay

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

### 6 Compensation for a Delay

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

### 7 Implementation Plan

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

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

### **Annex 1: Implementation Plan**

A.1 The Supplier shall provide a:

- (a) high level Implementation Plan for the Call-Off Contract as part of the Further Competition Procedure; and

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(b) a detailed Implementation Plan for each SOW.

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

- Milestone:
- Deliverable Items:
- Duration:
- Milestone Date:
- Buyer Responsibilities:
- Milestone Payments:
- Delay Payments:

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

For the purposes of Paragraph 6.1.2 the Delay Period Limit shall be **[insert number of days]**.

**Part B: Testing****1 Definitions**

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

<b>Term</b>	<b>Definition</b>
<b>Component</b>	any constituent parts of the Deliverables;
<b>Material Test Issue</b>	a Test Issue of Severity Level 1 or Severity Level 2;
<b>Satisfaction Certificate</b>	a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
<b>Severity Level</b>	the level of severity of a Test Issue, the criteria for which are described in Annex 1;
<b>Test Issue Management Log</b>	a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule;
<b>Test Issue Threshold</b>	in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
<b>Test Reports</b>	the reports to be produced by the Supplier setting out the results of Tests;
<b>Test Specification</b>	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of this Schedule;
<b>Test Strategy</b>	a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule;
<b>Test Success Criteria</b>	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule;
<b>Test Witness</b>	any person appointed by the Buyer pursuant to Paragraph 9 of this Schedule; and
<b>Testing Procedures</b>	the applicable testing procedures and Test Success Criteria set out in this Schedule.

**2 How testing should work**

- 2.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.
- 2.2 The Supplier shall not submit any Deliverable for Testing:
- 2.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;

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- 2.2.2 until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and
- 2.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).
- 2.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.
- 2.4 Prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

### **3 Planning for testing**

- 3.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Start Date but in any case no later than twenty (20) Working Days after the Start Date.
- 3.2 The final Test Strategy shall include:
  - 3.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;
  - 3.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
  - 3.2.3 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
  - 3.2.4 the procedure to be followed to sign off each Test;
  - 3.2.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;
  - 3.2.6 the names and contact details of the Buyer and the Supplier's Test representatives;
  - 3.2.7 a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;
  - 3.2.8 the technical environments required to support the Tests; and
  - 3.2.9 the procedure for managing the configuration of the Test environments.

### **4 Preparing for Testing**

- 4.1 The Supplier shall develop Test Plans and submit these for Approval as soon as practicable but in any case no later than twenty (20) Working Days prior to the start date for the relevant Testing as specified in the Implementation Plan.
- 4.2 Each Test Plan shall include as a minimum:
  - 4.2.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and
  - 4.2.2 a detailed procedure for the Tests to be carried out.
- 4.3 The Buyer shall not unreasonably withhold or delay its approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of the Buyer in the Test Plan.

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### **5 Passing Testing**

- 5.1 The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 4.

### **6 How Deliverables will be tested**

- 6.1 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).
- 6.2 Each Test Specification shall include as a minimum:
- 6.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;
  - 6.2.2 a plan to make the resources available for Testing;
  - 6.2.3 Test scripts;
  - 6.2.4 Test pre-requisites and the mechanism for measuring them; and
  - 6.2.5 expected Test results, including:
    - (a) a mechanism to be used to capture and record Test results; and
    - (b) a method to process the Test results to establish their content.

### **7 Performing the tests**

- 7.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.
- 7.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3.
- 7.3 The Supplier shall notify the Buyer at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.
- 7.4 The Buyer may raise and close Test Issues during the Test witnessing process.
- 7.5 The Supplier shall provide to the Buyer in relation to each Test:
- 7.5.1 a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and
  - 7.5.2 the final Test Report within 5 Working Days of completion of Testing.
- 7.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
- 7.6.1 an overview of the Testing conducted;
  - 7.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;
  - 7.6.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;

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- 7.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and
- 7.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 7.7 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
- 7.8 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 7.9 If the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

## **8 Discovering Problems**

- 8.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.
- 8.2 The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Buyer upon request.
- 8.3 The Buyer shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

## **9 Test witnessing**

- 9.1 The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 9.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 9.3 The Test Witnesses:
  - 9.3.1 shall actively review the Test documentation;
  - 9.3.2 will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
  - 9.3.3 shall not be involved in the execution of any Test;
  - 9.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;

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- 9.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;
- 9.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
- 9.4 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

### **10 Auditing the quality of the test**

- 10.1 The Buyer or an agent or contractor appointed by the Buyer may perform on-going quality audits in respect of any part of the Testing (each a **"Testing Quality Audit"**) subject to the provisions set out in the agreed Quality Plan.
- 10.2 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 10.3 The Buyer will give the Supplier at least 5 Working Days' written notice of the Buyer's intention to undertake a Testing Quality Audit.
- 10.4 The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Buyer to enable it to carry out the Testing Quality Audit.
- 10.5 If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall prepare a written report for the Supplier detailing its concerns and the Supplier shall, within a reasonable timeframe, respond in writing to the Buyer's report.
- 10.6 In the event of an inadequate response to the written report from the Supplier, the Buyer (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Buyer.

### **11 Outcome of the testing**

- 11.1 The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 11.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:
  - 11.2.1 the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
  - 11.2.2 the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
  - 11.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.3 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
- 11.4 The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:

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- 11.4.1 the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
- 11.4.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.
- 11.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).
- 11.6 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.
- 11.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.
- 11.8 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
  - 11.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within 10 Working Days of receipt of the Buyer's report pursuant to Paragraph 10.5); and
  - 11.9.2 where the Buyer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

## **12 Risk**

- 12.1 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:
  - 12.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Deliverable or Milestone; or
  - 12.1.2 affect the Buyer's right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

## **Annex 1: Test Issues, Severity Levels**

### **1 Severity 1 Error**

- 1.1 This is an error that causes non-recoverable conditions, e.g. it is not possible to continue using a Component.

### **2 Severity 2 Error**

- 2.1 This is an error for which, as reasonably determined by the Buyer, there is no practicable workaround available, and which:
  - 2.1.1 causes a Component to become unusable;
  - 2.1.2 causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or
  - 2.1.3 has an adverse impact on any other Component(s) or any other area of the Deliverables;

### **3 Severity 3 Error**

- 3.1 This is an error which:
  - 3.1.1 causes a Component to become unusable;
  - 3.1.2 causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
  - 3.1.3 has an impact on any other Component(s) or any other area of the Deliverables; but for which, as reasonably determined by the Buyer, there is a practicable workaround available;

### **4 Severity 4 Error**

- 4.1 This is an error which causes incorrect functionality of a Component or process, but for which there is a simple, Component based, workaround, and which has no impact on the current Test, or other areas of the Deliverables.

### **5 Severity 5 Error**

- 5.1 This is an error that causes a minor problem, for which no workaround is required, and which has no impact on the current Test, or other areas of the Deliverables.

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

Call-Off Ref: RM1043.8

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### Annex 2: Satisfaction Certificate

To: [insert name of Supplier]

From: [insert name of Buyer]

[insert Date dd/mm/yyyy]

Dear Sirs,

#### Satisfaction Certificate

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

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

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

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

#### [OR]

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

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

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Buyer]

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

### **SECTION 1: SERVICE LEVELS**

#### **1 Definitions**

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

<b>Term</b>	<b>Definition</b>
<b>Critical Service Level Failure</b>	has the meaning given to it in the Order Form;
<b>Service Credits</b>	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
<b>Service Credit Cap</b>	has the meaning given to it in the Order Form;
<b>Service Level Failure</b>	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
<b>Service Level Performance Measure</b>	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
<b>Service Level Threshold</b>	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

#### **2 What happens if you do not meet the Service Levels**

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule, including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
- 2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
- 2.4.2 the Service Level Failure:
- (a) exceeds the relevant Service Level Threshold;
  - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
  - (c) results in the corruption or loss of any Government Data; and/or
  - (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or

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

Call-Off Ref: RM1043.8

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- 2.4.3 the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).
- 2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
  - 2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
  - 2.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
  - 2.5.3 there is no change to the Service Credit Cap.

### 3 Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

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

provided that the operation of this Paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

## Part A: Service Levels and Service Credits

### 1 Service Levels

If the level of performance of the Supplier:

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

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

- 1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
- 1.2.2 instruct the Supplier to comply with the Rectification Plan Process;
- 1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
- 1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

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

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### 2 Service Credits

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

### 3 Buyer redress for failure to provide Services at or above Service Levels

- 3.1 The Buyer may ask for a Rectification Plan if the Supplier fails to meet any of the Service Levels ("Default") within Section 1 (Service Levels) in any 12-Month rolling period.
- 3.2 This Rectification Plan must clearly detail the improvements and associated timeframes within which the Supplier shall meet and achieve the Service Levels. The Rectification Plan must be provided in accordance with Clause 10.3 of the Core Terms and any failure to correct a Default in line with an accepted Rectification Plan, or failure to provide a Rectification Plan within 10 days of the request may result in the Buyer exercising its right to terminate the Contract in accordance with Clause 10.4 of the Core Terms.

#### Annex A to Part A: Services Levels and Service Credits Table

Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	Buyer redress for Failure to provide Services at or above Service Levels
<b>Service Level 1: Accurate Invoicing</b> The Supplier to submit invoices that are accurate in terms of detail, time periods and costs.  Exception would apply where pre-approval of Invoice detail provided by	Accuracy	Service Level performance will be based upon the number of Invoices submitted within a Service Period. The % will reflect the number of Invoices accepted as accurate.  At least 95% at all times	Achieving less than 80% of accurate invoicing	Once below the Service Level Threshold – the Supplier will engage with the Buyer to provide a formal plan to remedy and ensure improvements are achieved - Subject to Joint Schedule 10 (Rectification Plan)

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

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the Buyer was inaccurate e.g. Where the Buyer reviews the proposed Invoice detail and agrees the content ahead of Invoice submission with the Buyer – if the formal Invoice submission is then recorded as inaccurate the Invoice would be excluded from the Service Level if the inaccurate detail had been pre-approved by the Buyer.		<p>Good Target – 95%</p> <p>Approaching Target Threshold – 90%</p> <p>Requires Improvement Threshold – 85%</p> <p>Inadequate Threshold – 80%</p>		
<p><b>Service Level 2: Achievement and compliance with quality and delivery standards set out in SOWs.</b></p> <p>The completed Deliverables under SOWs will be reviewed against Acceptance Criteria by the Buyer's Delivery Lead and compliance</p>	Performance	Service Level performance will be based upon the number of Deliverables delivered by the Supplier within a Service Period. The % will reflect the number of Deliverables recorded as being delivered in accordance with the quality and delivery standards prescribed in the SOW. At least 95% at all times	Less than 80% of Deliverables being recorded as non-compliant with quality and deliver standards prescribed in the SOW.	Undertake work to rectify the Deliverables to ensure that they are compliant with quality and delivery standards prescribed in the SOW a- Subject to Joint Schedule 10 (Rectification Plan)

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

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<p>against quality and delivery standards set out in the SOW will be recorded within the SOW Delivery Report.</p> <p>Where a Deliverable is recorded as not having met quality and delivery standards set out in the SOW,</p>		<p>Good Target – 95%</p> <p>Approaching Target Threshold – 90%</p> <p>Requires Improvement Threshold – 85%</p> <p>Inadequate Threshold – 80%</p>		
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## Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

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<p><b>Service level 3: Timely Delivery</b> Achievement of Deliverables by the Delivery Dates set out in a SOW, save where the failure to meet a Delivery Date is due to a Buyer cause.</p> <p>Where a CCN has changed the Delivery Date or enhanced the scope of Deliverables the revised Delivery Date agreed in the CCN will be reported against.</p>	Performance	<p>Service Level performance will be based upon the number of Deliverables which failed to be delivered by the Supplier by the Delivery Date set out in the SOW within a Service Period. The % will reflect the number of Deliverables recorded as being delivered by the Delivery Date prescribed in the SOW.</p> <p>At least 95% at all times</p> <p>Good Target – 95%</p> <p>Approaching Target Threshold – 90%</p> <p>Requires Improvement Threshold – 85%</p> <p>Inadequate Threshold – 80%</p>	Less than 80% of Deliverables being recorded as being delivered by the Supplier by the Delivery Date prescribed in the SOW.	Once below the Service Level Threshold – the Supplier will engage with the Buyer to provide a formal plan to remedy and ensure improvements are achieved - Subject to Joint Schedule 10 (Rectification Plan)
<p><b>Service Level 4: Social Value</b></p> <p>To be agreed between Parties in accordance with Order</p>	To be agreed between Parties	To be agreed between Parties	To be agreed between Parties	To be agreed between Parties

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

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Form Special Term 6				
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Please note: No Service Credits apply to

### Part B: Performance Monitoring

#### 1 Performance Monitoring and Performance Review

- 1.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels and the Balanced Scorecard and KPIs (if applicable) will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to Paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period or Balanced Scorecard and KPIs (if applicable) just ended:
  - 1.2.1 for each Service Level, the actual performance achieved over the Service Level or for each KPI, the actual performance achieved over the relevant Service period;
  - 1.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period or KPIs that occurred during that period;
  - 1.2.3 details of any Critical Service Level Failures
  - 1.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
  - 1.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
  - 1.2.6 such other details as the Buyer may reasonably require from time to time.
- 1.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
  - 1.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location, format and time (within normal business hours) as the Buyer shall reasonably require;
  - 1.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
  - 1.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 1.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.

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

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- 1.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier for any specified Service Period.

## **2 Satisfaction Surveys**

- 2.1 The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

**SECTION 2: BALANCED SCORECARD****1 Balanced Scorecard**

- 1.1 As an alternative to or in addition to Service Levels (under Section 1 above) and the Supplier's performance management obligations under the Framework Contract, the Buyer and Supplier may agree to follow the Balanced Scorecard and key performance indicators ("KPIs") for a Call-Off Contract and one or more of its Statements of Work.

**A. KPI: Performance to pay process**

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

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

**Measurement**

<b>Met</b>	<b>Partially met</b>	<b>Not met</b>
All of the inputs are submitted in accordance with the performance to pay process timescales and contain accurate and complete information	Inputs are later than prescribed in the performance to pay process but within 5 Working Days of the prescribed dates <ul style="list-style-type: none"><li>• Inputs are incomplete or inaccurate</li></ul>	Inputs are later than 5 Working Days in the prescribed performance to pay process Inputs contain significant errors

**Source:** Supplier Reports/Invoices

**Owner:** To be agreed

**B. KPI: People (resourcing)**

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

**Measurement**

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

**Source:** Project Managers and wider Buyer team's verification

**Owner:** To be agreed

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

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**C. KPI: Partnering behaviours and added value**

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

**Measurement**

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

**Source:** Collective feedback on Supplier from both Buyer and other Supplier Staff

**Owner:** To be agreed

**D. KPI: People in place (Delivery)**

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

**Measurement**

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

**Source:** Project manager and wider Buyer team

**Owner:** To be agreed

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

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- 1.2 The purpose of the Balanced Scorecard is to promote contract management activity through measurement of the Supplier's performance against KPIs. The Buyer and Supplier shall agree the content of the Scorecard before the Call-Off Contract Start Date including the Material KPIs as defined in Framework Schedule 4 (Framework Management). Targets and measures to be listed in the Scorecard (example above for guidance only) should be tailored to meet the Buyer's needs and the Supplier's competences.
- 1.3 The recommended process for using the Balanced Scorecard is as follows:
  - the Buyer and Supplier agree a template Balanced Scorecard together with a performance management plan which clearly outlines the responsibilities and actions that will be taken if agreed performance levels are not achieved.
  - on a pre-agreed schedule (for example, Monthly) both the Buyer and the Supplier provide a rating on the Supplier's performance
  - following the initial rating, both Parties meet to review the scores and agree an overall final score for each KPI
  - following agreement of final scores, the process is repeating as per the agreed schedule

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

- 2.1 The Buyer may ask for a Rectification Plan if the Supplier:
  - 2.1.1 fails to meet **[any][OR][Insert Number]** of the key performance indicators ("KPIs") listed within Section 2 (Balanced Scorecard) ("a Default") on at least **[3]** occasions within a 12-Month rolling period
  - 2.1.2 demonstrates poor performance of a Call-Off Contract or any Statement of Work, evidenced through Buyer feedback to CCS that the Supplier has scored a 'red' status on any one of the **[4]** KPI targets listed on the Balanced Scorecard, on at least **[2]** occasions within a **[Call-Off Contract duration][or][Statement of Work duration]**, or within a period of 3 Months (whichever is the earlier)
- 2.2 This Rectification Plan must clearly detail the improvements and associated timeframes within which the Supplier shall meet and achieve the KPI targets. The Rectification Plan must be provided in accordance with Clause 10.3 of the Core Terms and any failure to correct a Default in line with an accepted Rectification Plan, or failure to provide a Rectification Plan within 10 days of the request may result in the Buyer exercising its right to terminate the Contract in accordance with Clause 10.4 of the Core Terms.

## 3 Performance Monitoring and Performance Review

- 3.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of KPIs in the Balanced Scorecard will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed which shall contain, as a minimum, the following information in respect of the relevant KPIs just ended:

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

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- 3.2.1 for each KPI, the actual performance achieved over the relevant period;
  - 3.2.2 a summary of all failures to achieve KPIs that occurred during that period;
  - 3.2.3 details of any failures of KPIs across the Call-Off Contract and, if applicable, one or more SOW;
  - 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence; and
  - 3.2.5 such other details as the Buyer may reasonably require from time to time.
- 3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
- 3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location, format and time (within normal business hours) as the Buyer shall reasonably require;
  - 3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
  - 3.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 3.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier for any specified period.

## **Call-Off Schedule 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):

<b>Term</b>	<b>Definition</b>
<b>Operational Board</b>	the board established in accordance with Paragraph 4.1 of this Schedule; and
<b>Project Manager</b>	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.

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

Call-Off Ref: RM1043.8

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- 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:

Parties shall meet every six months' during the term of the Contract Term.

## **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 the Contract.

### **2 Definitions**

<b>Term</b>	<b>Definition</b>
<b>Relevant Conviction</b>	means any conviction listed in Annex 1 to this Schedule.

### **3 Relevant Convictions**

- 3.1 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.
- 3.2 Notwithstanding Paragraph 3.1 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):
- (a) carry out a check with the records held by the Department for Education (DfE);
  - (b) conduct thorough questioning regarding any Relevant Convictions; and
  - (c) 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**

Any unspent convictions.

## **Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: RM1043.8

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## **Call-Off Schedule 20 (Call-Off Specification)**

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

### **Background to the Call-Off Contract Requirements and Deliverables required**

The appointment of a Data Enablement and Acceleration Partner under the Call-Off Contract aligns to NHSBSA's organisation strategy, which outlines our ambition to become a more data driven organisation. Data is extremely important to its delivery highlighted by a step-change needed for us to be data driven.

By continuing NHSBSA's journey to being data driven we will support delivery of our overall business strategy by:

- Supporting continuous improvement in delivering business service excellence and customer experience across our services.
- Facilitating the identification and measurement of efficiencies and taxpayer value.
- Actively using our service data and insights to have a positive impact on health outcomes.
- Providing high quality and easily accessible data and insight, as well as Official Statistics, which improve the health and wellbeing of patients and people across the UK through better decision making.

The Supplier is appointed to support the enablement and acceleration of data across the NHSBSA. While the specific projects will evolve, the NHSBSA requires the Supplier to work with NHSBSA to deliver data initiatives across the organisation, helping NHSBSA to achieve our Data Strategy for the utilisation of data to drive insight which in turn is used to improve business processes and services. Statements of Work (SOW) will be called-off during the term of the Call-Off Contract with the aim of providing the following benefits:

- Supporting continuous improvement in delivery business service excellence and customer experience across our services.
- Facilitating the identification and measurement of efficiencies and taxpayer value.
- Actively using our service data and insights to have a positive impact on health outcomes.
- Providing high quality and easily accessible data and insight, as well as Official Statistics, which improve service delivery and the health and wellbeing of patients and people across the UK through better decision making.

The core capabilities expected to be provided by the Supplier when delivering work under the Call-Off Contract reflect the end-to-end data lifecycle, which include:

- Data Solution and Architecture delivery from design to implementation and knowledge transfer.
- Data Engineering
- Data Science
- Insight Analysis and Data Visualisation

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- Data Warehousing
- User centred design
- Big Data Analytics
- Reporting through the presentation of data in consumable formats to end users

### Who the users are and what they need to do:

Key User	Key User Definition
<b>Broad user base</b>	<p>There is a broad user base that the NHSBSA data team supports. This includes internal and external users, including those who directly interact with the team and those who use products and outputs from the team to make decisions. It must also be recognised that internal colleagues are key users of the data team.</p> <p>Previous work has been done to create high level personas</p>
<b>Raw Data User</b>	Needs clean, good quality data with data dictionary and data flow that are consistent and reliable
<b>Self Service User</b>	Needs easy access to insight rather than data. Requires consistent, repeatable processes for accessing products, with the flexibility to ask additional questions and self serve. Able to drill down into data when further detail is required
<b>Full Service User</b>	Needs to form a partnership, not a transactional relationship. Wants to feel involved in the process. May want to turn the final product into a Self Service User's product. Needs help to define the problem and then determine the solution. Needs access to resources they don't have within their own teams

### Work setup:

Address where the work will take place	<p>We require the supplier to be able to provide resources which can be co located with our existing NHSBSA teams who are primarily based in Newcastle (North East England). It is envisaged work will be carried out onsite, at the following NHSBSA office base:</p> <p>NHS Business Services Authority Stella House Goldcrest Way Newburn Riverside Newcastle upon Tyne</p>
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Working arrangements	<p>The Supplier will work as a part of the DDaT team, they will be viewed as part of the overall NHSBSA DDaT Team with a one team ethos. The DDaT team work following Agile and GDS principles and it is expected that the successful supplier's people will work in this way.</p> <p>The Supplier must comply with relevant NHSBSA policies and standards.</p>
Security clearance	<ul style="list-style-type: none"><li>• Baseline Personnel Security Standard (BPSS)</li></ul> <p>Specific security requirements will be outlined in each Statement of Work (SOW).</p>

### **Background to SOWs to be called off under Call-Off Contract**

The Digital, Data and Technology directorate within NHSBSA (DDaT) are responsible for the delivery of over 20 services utilised internally by NHSBSA and/or externally by the broader health system. The range of services varies from being internal facing to public facing.

To monitor the effective delivery of these services and data products, the NHSBSA is seeking to establish near real-time operational reporting of the performance of those services/data products.

It is envisaged that the operational reporting mechanism which is established by the Supplier under the Call-Off Contract will provide access to near real-time key data that will enable NHSBSA teams to prioritise activities and initiatives to drive improvements and monitor progress against key objectives.

DDaT are currently undertaking analysis of 22 services/data products to identify the core data metrics which need to be surfaced in the operational reporting mechanism that the Supplier will be tasked with delivering. To date, 18 metrics have been identified across the 22 services.. (Please note that the analysis exercise being undertaken by DDaT is still ongoing and further metrics may be identified which will need to be scoped into SOW requirements at a later date.)

The following high level metrics have been identified by DDaT as important and will be required to be included in the operational reporting mechanism (NHSBSA will provide further instructions as to which metrics are required to be included in reports for each separate surface in due course):

- Activity
  - Number of active users
  - Number of completed transactions
  - Response times (API load times)
  - Response times (download times)
- Customers
  - CSAT and Net Easy scores
  - End of application/journey survey results

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- Calls and emails
  - User journey
  - Accessibility standards
- Incidents
  - P1/2/3/4 and impact (closed/open)
  - Time to resolution
  - Service availability (uptime – incident driven)
- Application security
  - Security
  - Security Vulnerabilities (CVEs)
  - Secure coding issues
- Finance
  - AWS cloud compute (hours) + Storage (GB)
  - AWS cloud costs
  - Cost per transaction

The expectation is that the output will be freely available to internal colleagues via the intranet (MyHub), which is a SharePoint site. The report will be updated on a regular basis, which may vary depending on the status of the DDaT product. For example, a new service may require hourly reports compared to a more established service, which may require daily updates. There will also be some variation depending upon how the data is created.

Work has already been initiated across DDaT to create a prototype and develop standard definitions and benchmark current use. (Please note: This work which is currently ongoing within DDaT is distinct from the work to be undertaken under this SOW and is out of scope of this SOW. It is not anticipated that the Supplier will become involved in the ongoing analysis work.)

The data that will form the basis of the visualisations developed as part of this project will be accessed via several different NHSBSA platforms including (but not limited to)

- SharePoint
- Datadog
- Jira and AWS buckets.

The data pipeline and visualisation refresh to establish the operational reporting mechanism will be created by the Supplier, in line with NHSBSA standards (NHSBSA Digital, Data and Technology Playbook - NHSBSA).

In the initial phase it is expected that this will include the use of Alteryx and Power BI tools to create the content to be surfaced by the operational reporting mechanism created by the Supplier to be provided on the SharePoint intranet site (MyHub).

There will be a focus on automation and ensuring that the final visualisation complies with the NHS toolkit (Examples - NHS.UK frontend ([nhsuk.github.io](https://nhs.uk))) and NHSBSA data visualisation design standards and templates (which will be provided by the Buyer).

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### **SOW01 – Discovery Phase**

The intended purpose of the Discovery Phase is for the Supplier to gather detailed requirements relating to the core metrics which have been identified by DDaT, to understand user needs and define a detailed scope and Delivery Plan for the Delivery Phase.

### **SOW01 – Delivery Phase**

To deliver the outcomes set out in the Delivery Plan created following the Discovery Phase to produce the operational reporting mechanism, as agreed between parties following Phase 1 (Discovery).

A draft SOW01 is included at Appendix 1 to this Schedule and the final version of SOW01 will be agreed between Parties following commencement of the Call-Off Contract.

### **Clarification Questions and Responses provided by the Buyer**

#### **Stage 1:**

<b>No.</b>	<b>Clarification Question</b>	<b>Date Submitted</b>	<b>Clarification Answer</b>	<b>Date Shared</b>
1	<p>Stage 1 DOS answers are restricted to 175 characters (approx 100 words/3 sentences).</p> <p>The questions you have asked at stage one are (in the main) multi-part questions that would require considerably more characters to answer fully with any degree of fidelity.</p> <p>Could you please review your request and offer further guidance to suppliers?</p>	18/09/2024	<p>All suppliers who wish to be considered for the stage 1: shortlisting phase of your procurement must provide a response to your essential and nice-to-have requirement questions by the requested deadline.</p> <p>Suppliers are requested to provide an individual response against each of your questions. Each response should not exceed 750 characters in length (the equivalent of about 150 words).</p> <p>Technical questions at Stage 2 provides higher word limits to all shortlisted suppliers.</p>	18/09
2	<p>Regarding the work setup and the location, could NHS please confirm if the supplier needs to be onsite at the NHSBSA office in Newcastle five days a week for the entire contract</p>	18/09/2024	<p>Yes it onsite only, however no. of days will be as per project progress and requirements. Also, further documents attached.</p>	19/09

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	duration, or if a hybrid/remote working model is permissible?			
3	<p>1. Are Remote and/ or Hybrid working arrangements acceptable to the Authority for the purposes of ensuring a degree of flexibility with the resourcing approaches; intended to ultimately benefit rather than hinder the project(s)?</p> <p>2. Please can you confirm the duration of the contract as it's unclear in the Overview section of 'Attachment 1 Statement of Requirements' whether it's 1, 2 or 2+1 based on the text as written.</p>	19/09/2024	Expected contract length 2 years, onsite only as specified.	19/09
4	Just to confirm there will be no hybrid or remote working on this project?	19/09/2024	It's onsite only.	19/09
5	<p>Kindly clarify in the Attachment 3, the limit of 750 characters for the questions under Essential skills and experience, is for each question and not for the entire section? Same goes for questions under Nice-to-have skills and experience.</p> <p>Also, while responding to the clarifications please share the question as well, as we are only getting the response without the question.</p>	20/09/2024	Yes each response. Questions should be visible in the published opportunity.	20/09
6	Please share the question as well for this response.	20/09/2024	Questions should be visible in the published opportunity.	20/09
7	Please can you share the existing ecosystem engaged within BSA and specifically anyone engaged in the Analysis of the services	20/09/2024	We are not sure which ecosystem you are referring to. Please refer to the 'business problem you need to solve' section for available information within the	20/09

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			published opportunity at this stage.	
8	To support our qualification, please can you share any further details on the SOW1 or the SOW itself. In addition any views you have of potential team and size	20/09/2024	All published information contains information available at this stage 1.  Stage 1 - Statement of requirements was shared as attached	20/09
9	Please could you post the clarification question as well as your response so that all suppliers can see what is being asked. Currently we can only see your reply.	20/09/2024	All clarification response with questions will be shared with all suppliers in due course	20/09
10	Due to question phrasing, please can you confirm if questions 5, 6, and 7 require examples/past evidence to be provided ?	20/09/2024	<p>Question 4 asked for examples of what you have produced for public sector clients or relevant.</p> <p>Q5,6, &amp; 7 requires different aspects of the project.</p> <p>5 Please explain your organisation's approach to the management of development work, including how you ensure that timescales for delivery are met. Please include details of any staff members who will be dedicated to overseeing delivery</p> <p>6 Please explain your approach to ensuring new development work transitions across to business as usual. This should include information on your standard release process and what documentation is created</p>	20/09

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			to support the data output.  7 Please demonstrate your approach to understanding user needs and how you put the user at the centre of your build process.	
11	Please could I request that the original question is copied into the response to the CQs, as we can't see the full email chain?	20/09/2024	All clarification response with questions will be shared with all suppliers in due course	20/09
12	Apologies, but we still have not received any questions for previous clarifications shared. Also, it's unclear what these new attachments being shared along with clarification messages mean. Are these latest versions?	20/09/2024	Apologies stage 2 timeline seems to be auto picked by system however it is correct in the SoR issued which is 25/10/2024 16:00 - Corrected SoR as attached.	20/09
13	Hi thank you for the response, specifically looking at if any other partners are currently incumbent supporting you in the work	20/09/2024	No incumbent supplier.	20/09
14	1. The timeline allows for ~8 working days for Stage 2. The DOS Buyer Guide recommends a minimum of 10 working days. Would you consider allowing for more time at Stage 2 please?  2. The timeline of the newly issued Statement of Requirements contradicts the original Attachment 1, e.g. question and submission deadline are at 16:00 in Attachment 1 (and in the portal) but the SoR says midday. The submission deadline for Stage 2 is also 25-October in the SoR but 23-Oct in Attachment 1. Could you please confirm the timeline?	20/09/2024	1& 2) Apologies stage 2 timeline seems to be auto picked by system however it is correct in the SoR issued which is 25/10/2024 16:00 - Corrected SoR attached as broadcast for all suppliers.  3)Q5- that's correct we do not expect specific personal names.  -4) yes refer to : <a href="https://nhsbsa.github.io/nhsbsa-digital-playbook/">https://nhsbsa.github.io/nhsbsa-digital-playbook/</a>  -5) As per DOS guide supplier have character limit in each response.  -6) No incumbent supplier.	20/09

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	<p>3. Q5 asks for 'details of any staff members who will be dedicated to oversee delivery'. We assume this is asking us to explain how we oversee delivery as part of our approach to managing development (i.e. what that oversight looks like), and not asking us to name the people who we'll dedicate to oversee this contract if successful. Could you please confirm.</p> <p>4. Nice-to-have 1 refers to the 'Digital Service Standard'. Are we right to understand this as asking about our experience developing in line with GDS?</p> <p>5. Where a question asks for 'examples', will more examples receive more points/marks?</p> <p>6. Is this a new requirement or do you have an incumbent supplier/s?</p>			
15	Would NHSBA consider using Azure Data Factory rather than Alteryx as it is fully integrated into Azure / Fabric?	20/09/2024	We are unable to discuss specific technical aspects. Suppliers have opportunity to respond to questions for this opportunity.	20/09
16	Can you please confirm if you will be issuing a revised version of the document "ocds-pf7b7i-53067-FC-DOS 6 FC L1 Bid Pack - Attachment 3 Responses to Essential and Nice-to-have skills and experience" since the Authority has published a new document titled "Stage 1 - Statement of Requirements" with changes to questions and timelines?	20/09/2024	. We have not made any changes to questions-ocds-pf7b7i-53067-FC-DOS 6 FC L1 Bid Pack issued has corrected date to submit Stage 2 written bids, Stage 1 remain same	23/09
17	- Could you please confirm that the character limit is 750 characters per question?	23/09/2024	-As per framework guide, each response should not exceed 750 characters in length (the	23/09

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	- Could you please confirm if there will be an additional clarification window for bidders down selected for stage 2 of the competition?		equivalent of about 150 words).  -There is no further clarification refer to recently issued statement of requirements Timelines for the competition.	
18	In Questions 5 and 6, suppliers are asked to 'explain' rather than demonstrate. Given the character constraints, is the authority looking for evidence/examples of where these approaches have been applied?Bottom of Form	23/09/2024	Authority is aware of each response character limitation and expects Suppliers to submit concise, appropriate responses to each question.	23/09
19	Could you please clarify whether NHSBSA has a preference for using low-code solutions such as Alteryx, or if there is flexibility to incorporate coding options like Python and advanced SQL not only for data science but also for the data engineering? Our goal is to ensure that any solutions we provide are easily maintainable and transferable to your internal team. With that in mind, could you also provide some insight into the technical expertise of your staff and if this influences your preference for a low-code solution? We want to tailor our approach to align with your team's capabilities and preferences	23/09/2024	"There is an existing broad and highly skilled data team within the NHSBSA, with experience in open source coding options such as R, Python and SQL. The focus is on creating sustainable, repeatable processes. As a strategic approach we want a modular architecture that removes dependencies on any one platform.  Alteryx plays a role, as a code free and code friendly tool that work across vendors and coding options. Our access to an Alteryx server means that we have the capability to schedule data extraction from multiple sources, leverage multiple coding languages or connectors as necessary, and transforming them to the appropriate tables for visualisation. For example, we have workflows that utilise, R, SQL and Python that supply different types of outputs including Power BI reports"	23/09

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20	<p>1. Will NHSBSA fulfil any roles within the team for Discovery and Delivery, e.g. Product Owner?</p> <p>2. Has the source of the raw data been identified for all metrics? And if so, are these available to ingest for operational reporting?</p> <p>3. How many data sources are there for the currently identified 18 metrics for the 22 data products/services?</p> <p>4. Are there any metrics where the underlying data is not currently stored and requires a new storage mechanism. If so, who is responsible for storing and making this data available for operating reporting?</p>	24/09/2024	<p>1. Refer to published documentation including existing team section for clarity.</p> <p>2. Source data has been identified for all 18 metrics, but the extraction and manipulation of this data from 9 of these metrics has not yet been established. Some data will be contained in shared folder locations, while some will need to be accessed via API.</p> <p>3. From the work we have done so far, we have identified that there are 9 data sources for the 18 metrics for the 22 data products/services.</p> <p>4. The location of storage for the underlying curated data for the final visualisation has not yet been established. The NHSBSA will maintain responsibility for data storage.</p>	25/09

**Stage 2:**

No.	Clarification Question	Clarification Answer
1.	Do we need to submit the cultural questions presentation ahead in time and if so what is the timeline?	<p>Please refer to Supplier Bidding folder for 'Data Enablement - Cultural Fit via Presentation' file</p> <p>It clearly outlines presentation format. Suppliers are only required to complete with Names/Roles of Attendees with Email ID.</p> <p>After submissions MS Teams link will be sent confirming timing slot for presentation.</p>
2.	In reference to Technical Question 7: 'Please explain how one of your teams has worked with the NHS Design Standards and have delivered a piece of work that has successfully met GDS Service standards or equivalent and explain what measures you took to ensure that	<p>The NHS Service Standard contains the 14 points of the <a href="#">GOV.UK</a> service standard. It also includes guidance to help teams meet them in a health context, and 3 extra points specific to health and social care.</p> <p>The national advice is that if a service is being assessed by the Government Digital Service, you must meet the first 14 points. For those working in</p>

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	<p>the delivery was in accordance with organisational standards.'</p> <p>When you refer to GDS Service Standards and Assessment, do you mean NHS Service Standard 17 points and associated Assessments (not the <a href="https://www.gov.uk">Gov.UK</a> 14 point Service Standard)?</p>	<p>health, it is recommended to try and meet all 17 points.</p> <p>The question is therefore based around experience of using NHS standards but reflects the slightly different assessment approaches between the service standards.</p>
3.	<p>Could NHSBSA provide more clarity on how the Supplier is expected to collaborate with other suppliers during Phase 2? Will NHSBSA provide any formal collaboration agreements, or will the Supplier need to manage coordination autonomously?</p>	<p>At this stage it is not expected that other Suppliers will be involved in Phase 2. This is included as a contingency, depending on the progress of the work and what is required based on the work in Phase 1. The NHSBSA works with a range of delivery partners within Product Teams which own the respective business services. If this is required the work would be coordinated by the NHSBSA via the multidisciplinary Teams and a Collaboration Agreement will not be required. The Statement of Work for Phase Two will set out clear Deliverables and any dependencies on the NHSBSA and/or its suppliers that support Product Teams.</p>
4.	<p>Can NHSBSA provide more guidance on the specific sustainability reporting metrics that must be included? Are there any preferred tools or platforms for tracking the carbon footprint of the digital services provided under this contract?</p>	<p>Within DDaT this information is being managed, within a FinOps function with support from Data Services. This is using Alteryx to extract and analyse the Cloud storage data and make available for downstream reporting, including in Power BI. More detailed information will be made available during the Discovery/ Phase 1.</p>
5.	<p>What is NHSBSA's process for reviewing the Supplier's sustainability practices, particularly regarding the engagement of staff, suppliers, and communities in environmental protection initiatives?</p>	<p>Supplier responses to the question will be evaluated against and the stated award criteria. Supplier's are required to response to how they would met Criteria mentioned in the Section 3- Social Value (refer to 'Tender Evaluation Criteria and Methodology Data Enablement' document).</p> <p>The NHSBSA will then monitor the successful supplier's performance against its Social Value commitments through the term of the contract as part of the standard contract management meetings and KPI reporting.</p>
6.	<p>How flexible is the scope for Phase 2 based on the findings of the Discovery Phase? Will there be a formal change request process if</p>	<p>Following completion of Phase 1, parties will meet to agree and formalise the Delivery Plan for Phase 2 and the agreed Delivery Plan will form part of the next SOW(s). Phase 2 will be initiated based on</p>

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	additional requirements are identified, or is the Supplier expected to build these into the initial scope?	outcomes as identified by the Supplier in Phase 1 Discovery under SOW1.
7.	Can NHSBSA provide any details on potential future metrics or services that might be scoped into Phase 2, to help the Supplier plan long-term resource allocation?	<p>Following completion of Phase 1, parties will meet to agree and formalise the Delivery Plan for Phase 2 and the agreed Delivery Plan will form part of this SOW. Phase 2 will be initiated based on outcomes as identified by the Supplier in Phase 1.</p> <p>The scope of Phase 2 will be limited to the content (and timeline) that is agreed in the SoW. It will not include future services and metrics. That development will be managed separately by the NHSBSA</p>
8.	Will the Supplier be responsible for implementing data archiving and retention solutions for legacy data, or only for new data generated during the operational reporting mechanism?	The process and framework for retaining data will be provided during Phase 1. The Supplier will not be responsible for implementing new processes/solutions with regards to legacy data.
9.	How will the NHSBSA handle requests for on-site attendance when staff need to travel frequently? Will there be specific limits or guidelines on travel and subsistence expenses?	<p>It will be agreed upon: Supplier must notify the Buyer of any assistance they require from the Buyer Team to facilitate their work during Phase 1. The Buyer will be responsible for how requests for assistance from the Supplier are met, for example, required attendance at meetings, co-operation and information/documentation provided performance of the team. Please refer to 'RM1043.8_Call-Off-Schedule-5-Pricing-Details-and-Expenses-Policy-v1.0' within supplier documents folder.</p> <p>For the avoidance of doubt, the Supplier will not be permitted to undertake any work under this SOW remotely.</p> <p>All work will be carried out onsite, at the following NHSBSA office base:</p> <p>NHS Business Services Authority Stella House Goldcrest Way Newburn Riverside Newcastle upon Tyne NE15 8NX</p>

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		<p>The applicable charging method(s) for this SOW1 and future SOWs is Capped Time and Materials. The Day Rates will exclude expenses.</p> <p>Please note: In the event that the Capped Time and Materials cost for this SOW is exceeded, the Supplier shall not be permitted to continue to claim expenses from the Buyer for any work that they are required to undertake to complete the Deliverables under this SOW.</p> <p>Total Pricing should reflect total cost for SOW01 payable including any and all expenses as applicable.</p>
10.	Can NHSBSA provide more detail on the process for managing changes in requirements during Phase 1 and Phase 2? Will a formal governance or change management process be in place, and if so, what does it entail?	The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.
11.	Will NHSBSA provide all necessary IT equipment (e.g., laptops, monitors) for Supplier staff, or is the Supplier expected to bring their own devices?	The Supplier is required to ensure it has the necessary equipment (laptops etc) to deliver the services in line with its tender response. The Buyer will provide system access and software licenses as required to meet SOW obligation. The Buyer will provide access to all systems, infrastructure, software and tooling as necessary to allow the Supplier to meet its obligations under the SOW(s).
12.	What is the process for gaining access to NHSBSA's internal systems and networks? Will there be a specific onboarding procedure for setting up user accounts and permissions for Supplier staff?	The Buyer will support the Supplier's on-boarding and knowledge transfer to all supplier staff detailing appropriate behaviour, policies, governance and acceptable standards. The Buyer will provide access to all systems for Supplier to access.
13.	Are there any specific hardware or software requirements (e.g., VPN, security software) that Supplier staff need to meet to access NHSBSA's IT systems while working onsite?	The Buyer will provide access to all systems, infrastructure, software and tooling as necessary to allow the Supplier to meet its obligations under this SOW.

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14.	Will NHSBSA provide licenses for any proprietary software (e.g., Microsoft Office, Power BI, Alteryx) that the Supplier team will need to use while working onsite?	The Buyer will provide system access and software licenses as required to meet its obligations under this SOW.
15.	Are there any restrictions on the use of external tools or software that the Supplier team might bring to facilitate development or collaboration while working on the project?	The Buyer will provide access to all systems, infrastructure, software and tooling as necessary to allow the Supplier to meet its obligations under this SOW.
16.	Question 3 asks us to 'Please provide examples where you have implemented different technologies within the same data project.' Could you please confirm that it is acceptable to provide examples where we have implemented a number of your listed technologies in the same project? Or are you expecting project examples that have implemented all listed technologies in the same project?	As stated in the question examples of 'different technologies' are expected. i.e. showing range of technologies.
17.	- Question 5 asks: 'Please provide a detailed explanation of the technical approach to moving work from projects into live'. Would examples of moving projects into public beta be considered compliant for this question? Or must examples meet the Service Manual definition of Live to be considered compliant?	As stated in the question refers to 'Live'
18.	Your Stage 2 Invitation documents says that 'Work has already been initiated across DDaT to create a prototype and develop standard definitions and benchmark current use.' Please could you confirm if this work has been completed by your internal teams, or another supplier?	Internal team
19.	- With reference to the Capped Time and Materials pricing for SOW01, is it acceptable to include SFIA level 6 roles in our response? Or are you expecting SFIA levels 3, 4 and 5 only?	Please refer to the commercial envelope pricing document as it states SFIA levels.

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20.	Please could you confirm that you expect Suppliers to complete all documents in the 'Order Form' folder as part of our submission? You ask us to 'provide details of the Key Staff who the supplier will appoint to fulfil key roles at the start of this contract, by completing the annex of Call-Off Schedule 7'. Are we expected to list these roles and staff in response to clause 1.5.8? If not, where shall we list this information?	<p>Bidder are expected to complete schedule within 'Order Form/Schedule' folder as listed below to be completed-referred within 'Stage 2 Invitation to Further Competition' documentation:</p> <p>RM1043.8_Call-Off-Schedule-7-Key-Supplier-Staff-v1.0  RM1043.8_Joint-Schedule-6-Key-Subcontractors-v1.0  RM1043.8_Joint-Schedule-4-Commercially-Sensitive-Information-v1.0</p> <p>Key Staff: – Please provide details of the Key Staff who the supplier will appoint to fulfil key roles at the start of this contract, by completing the annex of Call-Off Schedule 7 (Key Supplier Staff). The Key Staff will be inserted into the Contract and can be updated as Statement of Works are agreed where appropriate).</p> <p>Sub-Contractors: – Please provide the full name (registered company name if the company is registered) of any Key Sub-contractors, to whom you may sub-contract any of your obligations to under this Contract. (This information will be inserted into the Contract Order Form at Joint Schedule 6).</p> <p>Commercially Sensitive Information: – please complete the details of any Commercially Sensitive Information, the disclosure of which would be subject to an exemption under the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR), by populating the table in Joint Schedule 4 (Commercially Sensitive Information).</p>
21.	The Evaluation Criteria for Question 2 asks us to outline our 'organisation's approach to the management of the data, including data quality and repeatability'. Please could you share more detail about what you expect from a data repeatability approach?	We have reviewed our documents and have provided details on expected information from Bidder.
22.	- The Evaluation Criteria for Question 1 asks us to include: 'Detailed explanation of the process for moving between stages, and how it is	Yes, that is correct

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	managed. Including how learning is captured and shared.' Could you please confirm that 'moving between the stages' refers to the Service Design delivery stages (Discovery, Alpha, Beta, Live). If not, please could you clarify?	
23.	Could NHSBSA provide additional clarity on how the 18 identified metrics will be prioritised across the 22 services? Will there be flexibility for the Supplier to adjust the metrics during Phase 1, or will these be finalised by NHSBSA before delivery?	<p>By design these are standard metrics that will be reused across all current and future services, so there will not be flexibility to change the metrics.</p> <p>Prioritisation of the formal roadmap will be developed and agreed as an outcome of the Discovery phase/SOW1. The delivery of the prioritised Roadmap will be governed through the future SoW(s).</p>
24	Is there a specific format or existing template that NHSBSA prefers for reporting near real-time data metrics in dashboards, or is the Supplier expected to create new reporting templates?	Corporate templates are being developed, based on NHSBSA data visualisation standards. It is not to rule out the possibility that these templates may require a level of adaptation but the supplier will not be expected to create new templates.

1) Could NHSBSA provide additional clarity on how the 18 identified metrics will be prioritised across the 22 services? Will there be flexibility for the Supplier to adjust the metrics during Phase 1, or will these be finalised by NHSBSA before delivery?

*By design these are standard metrics that will be reused across all current and future services, so there will not be flexibility to change the metrics.*

*Prioritisation of the formal roadmap will be developed and agreed as an outcome of the Discovery phase/SOW1. The delivery of the prioritised Roadmap will be governed through the future SoW(s).*

2) Is there a specific format or existing template that NHSBSA prefers for reporting near real-time data metrics in dashboards, or is the Supplier expected to create new reporting templates?

*Corporate templates are being developed, based on NHSBSA data visualisation standards. It is not to rule out the possibility that these templates may require a level of adaptation but the supplier will not be expected to create templates.*

3) Could NHSBSA provide more clarity on how the Supplier is expected to collaborate with other suppliers during Phase 2? Will NHSBSA provide any formal collaboration agreements, or will the Supplier need to manage coordination autonomously?

*At this stage it is not expected that other Suppliers will be involved in Phase 2. This is*

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*included as a contingency, depending on the progress of the work and what is required based on the work in Phase 1. The NHSBSA works with a range of delivery partners within Product Teams which own the respective business services. If this is required the work would be coordinated by the NHSBSA via the agile Product Teams and a Collaboration Agreement will not be required. The Statement of Work for Phase Two will set out clear Deliverables and any dependencies on the NHSBSA and/or its suppliers that support Product Teams.*

4) Can NHSBSA provide more guidance on the specific sustainability reporting metrics that must be included? Are there any preferred tools or platforms for tracking the carbon footprint of the digital services provided under this contract?

*Within DDaT this information is being managed, within a FinOps function with support from Data Services. This is using Alteryx to extract and analyse the Cloud storage data and make available for downstream reporting, including in Power BI. More detailed information will be made available during the Discovery/ Phase 1.*

5) What is NHSBSA's process for reviewing the Supplier's sustainability practices, particularly regarding the engagement of staff, suppliers, and communities in environmental protection initiatives?

*Supplier responses to the question will be evaluated against and the stated award criteria. Supplier's are required to response to how they would met Criteria mentioned in the Section 3- Social Value (refer to 'Tender Evaluation Criteria and Methodology Data Enablement' document).*

*The NHSBSA will then monitor the successdul supplier's performance against its Social Value commitments through the term of the contract as part of the standard contract management meetings and KPI reporting.*

6) How flexible is the scope for Phase 2 based on the findings of the Discovery Phase? Will there be a formal change request process if additional requirements are identified, or is the Supplier expected to build these into the initial scope?

*Following completion of Phase 1, parties will meet to agree and formalise the Delivery Plan for Phase 2 and the agreed Delivery Plan will form part of the next SOW(s). Phase 2 will be initiated based on outcomes as identified by the Supplier in Phase 1 Discovery under SOW1.*

7) Can NHSBSA provide any details on potential future metrics or services that might be scoped into Phase 2, to help the Supplier plan long-term resource allocation?

*Following completion of Phase 1, parties will meet to agree and formalise the Delivery Plan for Phase 2 and the agreed Delivery Plan will form part of this SOW. Phase 2 will be initiated based on outcomes as identified by the Supplier in Phase 1.*

*The scope of Phase 2 will be limited to the content (and timeline) that is agreed in the SoW. It will not include future services and metrics. That development will be managed separately by the NHSBSA.*

8) Will the Supplier be responsible for implementing data archiving and retention solutions for legacy data, or only for new data generated during the operational reporting

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mechanism?

*The process and framework for retaining data will be provided during Phase 1. The Supplier will not be responsible for implementing new processes/solutions with regards to legacy data.*

9) How will the NHSBSA handle requests for on-site attendance when staff need to travel frequently? Will there be specific limits or guidelines on travel and subsistence expenses?

*It will be agreed upon: Supplier must notify the Buyer of any assistance they require from the Buyer Team to facilitate their work during Phase 1. The Buyer will be responsible for how requests for assistance from the Supplier are met, for example, required attendance at meetings, co-operation and information/documentation provided performance of the team. Please refer to 'RM1043.8\_Call-Off-Schedule-5-Pricing-Details-and-Expenses-Policy-v1.0' within supplier documents folder.*

*For the avoidance of doubt, the Supplier will not be permitted to undertake any work under this SOW remotely.*

*All work will be carried out onsite, at the following NHSBSA office base:*

*NHS Business Services Authority  
Stella House  
Goldcrest Way  
Newburn Riverside  
Newcastle upon Tyne  
NE15 8NX*

*The applicable charging method(s) for this SOW1 and future SOWs is Capped Time and Materials. The Day Rates will exclude expenses.*

*Please note: In the event that the Capped Time and Materials cost for this SOW is exceeded, the Supplier shall not be permitted to continue to claim expenses from the Buyer for any work that they are required to undertake to complete the Deliverables under this SOW.*

*Total Pricing should reflect total cost for SOW01 payable including any and all expenses as applicable.*

10) Can NHSBSA provide more detail on the process for managing changes in requirements during Phase 1 and Phase 2? Will a formal governance or change management process be in place, and if so, what does it entail?

*The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.*

11) Will NHSBSA provide all necessary IT equipment (e.g., laptops, monitors) for Supplier staff, or is the Supplier expected to bring their own devices?

*The Supplier is required to ensure it has the necessary equipment (laptops etc) to deliver the services in line with its tender response. The Buyer will provide system access and software*

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*licenses as required to meet SOW obligation. The Buyer will provide access to all systems, infrastructure, software and tooling as necessary to allow the Supplier to meet its obligations under the SOW(s).*

12) What is the process for gaining access to NHSBSA's internal systems and networks? Will there be a specific onboarding procedure for setting up user accounts and permissions for Supplier staff?

*The Buyer will support the Supplier's on-boarding and knowledge transfer to all supplier staff detailing appropriate behaviour, policies, governance and acceptable standards. The Buyer will provide access to all systems for Supplier to access.*

13) Are there any specific hardware or software requirements (e.g., VPN, security software) that Supplier staff need to meet to access NHSBSA's IT systems while working onsite?

*The Buyer will provide access to all systems, infrastructure, software and tooling as necessary to allow the Supplier to meet its obligations under this SOW.*

14) Will NHSBSA provide licenses for any proprietary software (e.g., Microsoft Office, Power BI, Alteryx) that the Supplier team will need to use while working onsite?

*The Buyer will provide system access and software licenses as required to meet its obligations under this SOW.*

15) Are there any restrictions on the use of external tools or software that the Supplier team might bring to facilitate development or collaboration while working on the project?

*The Buyer will provide access to all systems, infrastructure, software and tooling as necessary to allow the Supplier to meet its obligations under this SOW.*

### **Worker Engagement Route (including IR35 status)**

The Supplier shall exclude resource that are Outside of Scope for IR35.

The Supplier must gain formal written agreement from the Buyer before commencing any resource that is Outside of Scope of IR35.

No changes will be allowed without a signed CCN.

**Appendix 1 – Draft SOW01**

**Statement of Work – SOW01 – DATA ENABLEMENT AND ACCELERATION PARTNER PHASE 1 DISCOVERY AND PHASE 2 DELIVERY**

**1. Statement of Works (SOW) Details**

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contract.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

<b>Date of SOW:</b>	TBC														
<b>SOW Title:</b>	SOW01_DATA ENABLEMENT AND ACCELERATION PARTNER PHASE 1 DISCOVERY AND PHASE 2 DELIVERY														
<b>SOW Reference:</b>	TBC														
<b>Call-Off Contract Reference:</b>	TBC														
<b>Buyer:</b>	NHS Business Services Authority														
<b>Supplier:</b>	TBC														
<b>SOW Start Date:</b>	TBC														
<b>SOW End Date:</b>	TBC														
<b>Duration of SOW:</b>	TBC														
<b>Key Personnel (Buyer):</b>	<table border="1"> <thead> <tr> <th>Name</th><th>Role</th><th>Details</th></tr> </thead> <tbody> <tr> <td>Craig Anderson</td><td>Head of Data Services</td><td><a href="mailto:Craig.anderson@nhsbsa.nhs.uk">Craig.anderson@nhsbsa.nhs.uk</a></td></tr> <tr> <td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td></tr> </tbody> </table>			Name	Role	Details	Craig Anderson	Head of Data Services	<a href="mailto:Craig.anderson@nhsbsa.nhs.uk">Craig.anderson@nhsbsa.nhs.uk</a>						
Name	Role	Details													
Craig Anderson	Head of Data Services	<a href="mailto:Craig.anderson@nhsbsa.nhs.uk">Craig.anderson@nhsbsa.nhs.uk</a>													
<b>Key Personnel (Supplier):</b>	<table border="1"> <thead> <tr> <th>Name</th><th>Role</th><th>Details</th></tr> </thead> <tbody> <tr> <td>TBC</td><td></td><td></td></tr> <tr> <td></td><td></td><td></td></tr> </tbody> </table>			Name	Role	Details	TBC								
Name	Role	Details													
TBC															
<b>Subcontractors:</b>	TBC														

**2. Call-Off Contract Specification – Programme/Deliverables Context**

<b>SOW Deliverables Background:</b>	<p><b>Background to the Call-Off Contract</b></p> <p>The appointment of a Data Enablement and Acceleration Partner under the Call-Off Contract aligns to NHSBSA's organisation</p>
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	<p>strategy, which outlines our ambition to become a more data driven organisation. Data is extremely important to its delivery highlighted by a step-change needed for us to be data driven.</p> <p>By continuing NHSBSA's journey to being data driven we will support delivery of our overall business strategy by:</p> <ul style="list-style-type: none"><li>• Supporting continuous improvement in delivering business service excellence and customer experience across our services.</li><li>• Facilitating the identification and measurement of efficiencies and taxpayer value.</li><li>• Actively using our service data and insights to have a positive impact on health outcomes.</li><li>• Providing high quality and easily accessible data and insight, as well as Official Statistics, which improve the health and wellbeing of patients and people across the UK through better decision making.</li></ul> <p>This Supplier is appointed to support the enablement and acceleration of data across the NHSBSA. While the specific projects will evolve, the NHSBSA requires the Supplier to work with NHSBSA to deliver data initiatives across the organisation, helping NHSBSA to achieve our Data Strategy for the utilisation of data to drive insight which in turn is used to improve business processes and services. Statements of Work (SOW) will be called-off during the term of the Call-Off Contract with the aim of providing the following benefits:</p> <ul style="list-style-type: none"><li>• Supporting continuous improvement in delivery of business service excellence and customer experience across our services.</li><li>• Facilitating the identification and measurement of efficiencies and taxpayer value.</li><li>• Actively using our service data and insights to have a positive impact on health outcomes.</li><li>• Providing high quality and easily accessible data and insight, as well as Official Statistics, which improve service delivery and the health and wellbeing of patients and people across the UK through better decision making.</li></ul> <p>The core capabilities expected to be provided by the Supplier when delivering work under the Call-Off Contract reflect the end-to-end data lifecycle, which include:</p> <ul style="list-style-type: none"><li>• Data Solution and Architecture delivery from design to implementation and knowledge transfer.</li><li>• Data Engineering</li><li>• Data Science</li><li>• Insight Analysis and Data Visualisation</li><li>• Data Warehousing</li><li>• User centred design</li><li>• Big Data Analytics</li><li>• Reporting through the presentation of data in consumable formats to end users</li></ul>
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	<p><b><u>Background to SOW01 Deliverables</u></b></p> <p>The Digital, Data and Technology directorate within NHSBSA (DDaT) are responsible for the delivery of over 20 services utilised internally by NHSBSA and/or externally by the broader health system. The range of services varies from being internal facing to public facing.</p> <p>To monitor the effective delivery of these services and data products, the NHSBSA is seeking to establish near real-time operational reporting of the performance of those services/data products.</p> <p>It is envisaged that the operational reporting mechanism which is established by the Supplier will provide access to near real-time key data that will enable NHSBSA teams to prioritise activities and initiatives to drive improvements and monitor progress against key objectives.</p> <p>DDaT are currently undertaking analysis of 22 services/data products to identify the core data metrics which need to be surfaced in the operational reporting mechanism that the Supplier will be tasked with delivering. To date, 18 metrics have been identified across the 22 services. (Please note that the analysis exercise being undertaken by DDaT is still ongoing and further metrics may be identified which will need to be scoped into SOW requirements at a later date.)</p> <p>The following high-level metrics have been identified by DDaT as important and will be required to be included in the operational reporting mechanism (NHSBSA will provide further instructions as to which metrics are required to be included in reports for each separate surface in due course):</p> <p>Activity</p> <ul style="list-style-type: none"><li>○ Number of active users</li><li>○ Number of completed transactions</li><li>○ Response times (API load times)</li><li>○ Response times (download times)</li><li>• Customers<ul style="list-style-type: none"><li>○ CSAT and Net Easy scores</li><li>○ End of application/journey survey results</li><li>○ Calls and emails</li><li>○ User journey</li><li>○ Accessibility standards</li></ul></li><li>• Incidents<ul style="list-style-type: none"><li>○ P1/2/3/4 and impact (closed/open)</li><li>○ Time to resolution</li><li>○ Service availability (uptime – incident driven)</li></ul></li><li>• Application security<ul style="list-style-type: none"><li>○ Security</li><li>○ Security Vulnerabilities (CVEs)</li><li>○ Secure coding issues</li></ul></li><li>• Finance<ul style="list-style-type: none"><li>○ AWS cloud compute (hours) + Storage (GB)</li><li>○ AWS cloud costs</li></ul></li></ul>
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	<ul style="list-style-type: none"><li>○ Cost per transaction</li></ul> <p>The expectation is that the output will be freely available to internal colleagues via the intranet (MyHub), which is a SharePoint site. The report will be updated on a regular basis, which may vary depending on the status of the DDaT product. For example, a new service may require hourly reports compared to a more established service, which may require daily updates. There will also be some variation depending upon how the data is created.</p> <p>Work has already been initiated across DDaT to create a prototype and develop standard definitions and benchmark current use. (Please note: This work which is currently ongoing within DDaT is distinct from the work to be undertaken under this SOW and is out of scope of this SOW. It is not anticipated that the Supplier will become involved in the ongoing analysis work.)</p> <p>The data that will form the basis of the visualisations developed as part of this project will be accessed via several different NHSBSA platforms including (but not limited to)</p> <ul style="list-style-type: none"><li>• Sharepoint,</li><li>• DataDog,</li><li>• Jira and AWS buckets.</li></ul> <p>The data pipeline and visualisation refresh to establish the operational reporting mechanism will be created by the Supplier, in line with NHSBSA standards (<a href="#">NHSBSA Digital, Data and Technology Playbook - NHSBSA</a>).</p> <p>In the initial phase it is expected that this will include the use of Alteryx and Power BI tools to create the content to be surfaced by the operational reporting mechanism created by the Supplier to be provided on the SharePoint intranet site (MyHub).</p> <p>There will be a focus on automation and ensuring that the final visualisation complies with the NHS toolkit (<a href="#">Examples - NHS.UK frontend (nhsuk.github.io)</a>) and NHSBSA data visualisation design standards and templates (which will be provided).</p> <p><b><u>Discovery</u></b></p> <p>The intended purpose of the Discovery Phase is for the Supplier to gather detailed requirements relating the the core metrics which have been identified by DDaT, to understand user needs and define a detailed scope and Delivery Plan for the Delivery Phase.</p> <p><b><u>Delivery</u></b></p> <p>To deliver the outcomes set out in the Delivery Plan created following the Discovery Phase to produce the operational reporting mechanism, as agreed between parties following Phase 1.</p>
<b>Delivery phase(s)</b>	<p>The Supplier will be expected to deliver outcomes under the following phases of work under this SOW:</p> <ul style="list-style-type: none"><li>• Phase 1 - Discovery</li><li>• Phase 2 - Delivery</li></ul>

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	<p>(Please note: following completion of Phase 1, parties will meet to agree the Delivery Plan for Phase 2, which may result in the scope and the outcomes to be delivered by the Supplier in Phase 2 and associated costs to be amended.)</p>
<b>Overview of Requirement:</b>	<p><b><u>Phase 1 – Discovery</u></b></p> <p>A discovery is required to understand the detailed requirements and identify any opportunities to reduce the effort and time for testing per service area.</p> <p><u>Activities/Tasks:</u></p> <ul style="list-style-type: none"><li>• Gather detailed requirements, including developing an understanding of user needs and data sources</li><li>• Defining and documenting a detailed scope of work for the delivery phase</li><li>• Investigating NHSBSA data sources and available integration methods</li><li>• Design of target state and framework</li><li>• Initial gap analysis on metrics available for each service and measure.</li></ul> <p><u>Deliverables</u></p> <ul style="list-style-type: none"><li>• Discovery outcome document, containing detailed explanation of findings and recommended approach to Phase 2 next<ul style="list-style-type: none"><li>• End of discovery show and tell with NHSBSA stakeholders</li><li>• Draft Delivery Plan for Phase 2</li></ul></li></ul> <p><u>Out of Scope</u></p> <p>The discovery exercise to be undertaken by the Supplier in Phase 1 is limited to the activities set out above and the Supplier will not be expected to be involved in any ongoing analysis being conducted by DDaT in respect of reportable metrics (as referred to above).</p> <p><b>Please note: Following completion of Phase 1, parties will meet to agree and formalise the Delivery Plan for Phase 2 and the agreed Delivery Plan will form part of this SOW. Phase 2 will be initiated based on outcomes as identified by the Supplier in Phase 1.</b></p> <p><b><u>Phase 2 – Delivery</u></b></p> <p>Regarding scope, this work aligns to an emerging ‘service performance framework’ which will measure service and product performance across the organisation’s portfolio of services at a strategic level. The focus for this work is on building and ensuring access at an operational level.</p> <p>The activities/tasks to be performed by the Supplier during Phase 2 and outcomes to be delivered will be scoped by the Supplier during Phase 1 and a Delivery Plan will be formally agreed between parties.</p>

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	<p><b>Activities/Tasks:</b></p> <ul style="list-style-type: none"><li>• Delivery against Delivery Plan agreed following completion of Phase 1, to include:<ul style="list-style-type: none"><li>○ Implementation of data ingestion pipelines</li><li>○ Implementation of data model for service performance metrics</li><li>○ Implementation of a fully tested output and gaining user feedback.</li><li>○ Documented solution with backlog for future development</li></ul></li></ul> <p><b><u>Deliverables</u></b></p> <p><b><u>[Against the Delivery Plan to be agreed between parties – Delivery Plan will form part of the SOW once agreed.]</u></b></p> <p>Anticipated to include:</p> <ul style="list-style-type: none"><li>• Output, such as a dashboard, detailing identified metrics</li><li>• Data solution including pipelines and storage mechanisms</li><li>• Fully documented solution.</li><li>• Knowledge transfer to enable NHSBSA to have internal capacity to build and support the services]</li></ul> <p><b>Accountability Models</b></p> <p>The Buyer Team, who will provide information and support to the Supplier to facilitate the Supplier's work during Phase 1, will consist of:</p> <ul style="list-style-type: none"><li>• Product Owners</li><li>• Lead Digital Delivery Manager</li><li>• Data Services.</li></ul>
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### 3. Buyer Requirements – SOW Deliverables

<b>Outcome Description:</b>	<p>Phase 1 – Discovery</p> <ul style="list-style-type: none"><li>• Discovery outcome document, containing detailed explanation of findings and recommended approach to Phase 2 next<ul style="list-style-type: none"><li>• End of Discovery show and tell with NHSBSA stakeholders</li><li>• Draft Delivery Plan for Phase 2</li></ul></li></ul> <p>Phase 2 – Delivery</p> <p><b><u>[Against the Delivery Plan to be agreed between parties – Delivery Plan will form part of the SOW once agreed.]</u></b></p> <p>Anticipated to include:</p> <ul style="list-style-type: none"><li>• Output, such as a dashboard, detailing the identified metrics</li><li>• End to end data solution including pipelines and storage mechanisms</li><li>• Fully documented solution<ul style="list-style-type: none"><li>• Knowledge transfer to enable NHSBSA to have internal capability to build and support the services.]</li></ul></li></ul>
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	Please note: Where required collaboration with other suppliers may be necessary. This contract will not prevent us from using other commercial arrangements, including using capability contracts, to pull together a team from a range of suppliers.			
<b>Milestones</b>	<b>Milestone Ref</b>	<b>Milestone Description</b>	<b>Acceptance Criteria</b>	<b>Due date</b>
	<b>MS01</b>	Discovery outcome document, containing detailed explanation of findings and recommended approach to Phase 2 next	Written report to be emailed to Key Buyer Personnel	TBC
	<b>MS02</b>	End of discovery show and tell with NHSBSA stakeholders	Presentation to stakeholders.	TBC
	<b>MS03</b>	Draft Delivery Plan for Phase 2	To be prepared and submitted together with the Discovery outcome document to Key Buyer Personnel	TBC
<b>Delivery Plan:</b>	<p>TBC</p> <p><u>Phase 1 – Discovery</u> [The proposal provided by appointed supplier during the procurement exercise for the Call-Off Contract will form the Delivery Plan for the Discovery exercise and will be incorporated into this SOW and annexed t.]</p> <p><u>Phase 2 – Delivery</u> Delivery Plan for Phase 2 to be agreed in writing between parties following completion of Phase 1.</p> <p><b>Assumptions:</b> Supplier must be able to provide a solution to perform the following roles within a project as defined by GDS role descriptions. (<a href="https://www.gov.uk/service-manual/the-team/what-each-role-does-in-service-team">https://www.gov.uk/service-manual/the-team/what-each-role-does-in-service-team</a>)</p> <p>Supplier must provide a solution that is aligned to the relevant SFIA role levels charged within the Supplier Resource Plan as defined by SFIA level descriptions.</p> <p>The Supplier will be able to participate in the Buyer's Communities of Practice, to ensure they are integrated into the role group.</p> <p>Overall business prioritisation and direction for Phase 1 to be provided to the Supplier Delivery Lead by the Buyer Product Owner, Buyer Service Owner or nominated deputy.</p>			

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	[Further assumptions may be added once Phase 2 has been scoped and a delivery Plan for Phase 2 has been agreed.]
<b>Dependencies:</b>	<p>Supplier must notify the Buyer of any assistance they require from the Buyer Team to facilitate their work during Phase 1. The Buyer will be responsible for how requests for assistance from the Supplier are met, for example, required attendance at meetings, co-operation and information/documentation provided performance of the team.</p> <p>The Supplier is responsible for the management of Risks and Issues with respect to this SOW.</p> <p>The Buyer is responsible for providing any documentation required to undertake the scope of activities described within this SOW for example any Buyer standards.</p> <p>The Buyer will ensure availability of a Product Owner to clarify requirements and queries of the Supplier during Phase 1. These queries will be raised through the Buyer's Delivery Lead or Product Owner as appropriate.</p> <p>The Buyer will support the Supplier's on-boarding and knowledge transfer to all supplier staff detailing appropriate behaviour, policies, governance and acceptable standards.</p> <p>The Buyer will provide access to all systems, infrastructure, software and tooling as necessary to allow the Supplier to meet its obligations under this SOW.</p>
<b>Supplier Resource Plan:</b>	<p>We require the Supplier to be able to provide resources which can be located with our existing NHSBSA teams who are primarily based in Newcastle (North East England). For the avoidance of doubt, the Supplier will not be permitted to undertake any work under this SOW remotely.</p> <p>All work will be carried out onsite, at the following NHSBSA office base:</p> <p>NHS Business Services Authority Stella House Goldcrest Way Newburn Riverside Newcastle upon Tyne NE15 8NX</p> <p>The Supplier will work as a part of the DDaT team, they will be viewed as part of the overall NHSBSA DDaT Team with a one team ethos (however, please note that the Supplier will remain solely responsible for delivery of outcomes). . The DDaT teamwork following Agile and GDS principles and it is expected that the successful supplier's people will work in this way.</p> <p>The Supplier must comply with relevant NHSBSA policies and standards at all times.</p>

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	<p>Any travel and subsistence expenses incurred by Supplier staff will only be reimbursed if the terms of the NHSBSA travel and subsistence policy has been followed and expenses have been approved by NHSBSA in advance.</p> <p>Total days based upon 100% utilisation for all roles.</p> <p>Please note: Planned leave or sickness related unbillable days will be used as the budget to flexibly adjust the effort. Total budget of the SoW will not be exceeded due to this arrangement</p> <p><b>Risks, Issues and Mitigations</b> General risks:</p> <ul style="list-style-type: none"> <li>• Risk those dependencies are not met, which will impact the timeline and pricing.</li> <li>• Risk those assumptions prove to be incorrect, which could impact the delivery of outcomes.</li> <li>• Agile projects have a scope that will change over time. The detailed scope can evolve and change which may impact the timeline and pricing. The Buyer and Supplier will meet and review the above on a regular basis and agree any required changes to the scope, timeline and/or pricing. Post Discovery Phase, depending on the outcomes and subject to agreement of a Delivery Plan for Phase 2, this SOW will need to be varied to accurately reflect the scope of Phase 2 and to incorporate the agreed Phase 2 Delivery Plan.</li> </ul>
<b>Security Applicable to SOW:</b>	TBC
<b>Cyber Essentials Scheme:</b>	The Buyer requires the Supplier to have and maintain a Cyber Essentials Plus Certificate for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).
<b>SOW Standards:</b>	( <a href="#">NHSBSA Digital, Data and Technology Playbook - NHSBSA</a> )
<b>Performance Management:</b>	In line with Call-Off Contract Schedule 15 (Call-Off Contract Management)
<b>Additional Requirements:</b>	<p><b>Annex 1</b> – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the Data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.</p> <p><b>Personal Data</b> The Supplier will need to:</p> <ul style="list-style-type: none"> <li>• Complete and pass all required Information Governance training made available by the Buyer, completion of which will be signed off by the Buyer.</li> <li>• There will not be a requirement for the Supplier resources to view Production Data / Personal Data as part of the Services provided.</li> <li>• If there is any erroneous exposure to personal data as part of provision of the Services, then notification should be immediately</li> </ul>

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: RM1043.8

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	<p>provided to the other party.</p> <ul style="list-style-type: none"> <li>Should the processing of personal data become relevant or required as part of this SOW, the parties will promptly review and complete a change request to the SOW, appending Annex 1 accordingly.</li> <li>For the avoidance of doubt, should the Supplier be provided with any personal data in the absence of the Annex 1 of Joint Schedule 11 being complete, it will immediately notify the Customer and will not process such data without the steps outlined in the preceding paragraph being complete.</li> </ul> <p><b>Exit Obligations</b> All outputs will be made available to the Buyer on an ongoing basis and throughout delivery.</p>			
<b>Key Supplier Staff</b>	<b>Key Role</b>	<b>Key Staff</b>	<b>Contract Details</b>	<b>Worker Engagement Route (incl. inside/outside IR35)</b>
	<p><b>Worker Engagement Status</b> The Buyer has requested that the Supplier Solution excludes resource, for the full period of the SOW, that are Outside of Scope for IR35. There has not been an IR35 Status Determination for this SOW, the Supplier must gain formal written agreement from the Buyer before commencing any resource that is Outside of Scope of IR35. No changes will be allowed without a signed CCN.</p>			
<b>Any tools/products required by the Supplier:</b>	<b>Software name</b>	<b>Ownership</b>		
	PowerBI	NHSBSA		
	Alteryx	NHSBSA		
	Sharepoint	NHSBSA		
	Microsoft Azure	NHSBSA		
	AWS Cloud	NHSBSA		
	Microsoft Fabric	NHSBSA		
<b>SOW Reporting Requirements :</b>	<b>Ref.</b>	<b>Type of Information</b>	<b>Which Services does this requirement apply to?</b>	<b>Required regularity of Submission</b>
	1.	[insert]		
	1.1	[insert]	[insert]	[insert]
	<p>Reporting Requirements in line with Call-Off Contract. [The Buyer may at a later date request SOW specific reporting, which will be agreed with the Supplier.]</p>			

**4. Charges**

**Call-Off Schedule 20 (Call-Off Specification)**

Call-Off Ref: RM1043.8

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<b>Call Off Contract Charges:</b>	<p>The applicable charging method(s) for this SOW is: Capped Time and Materials.</p> <p>Please note: In the event that the Capped Time and Materials cost for this SOW is exceeded, the Supplier shall not be permitted to continue to claim expenses from the Buyer for any work that they are required to undertake to complete the Deliverables under this SOW.</p> <p>The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.</p>
<b>Rate Cards Applicable:</b>	Refer to Call-Off Contract Rate Card.
<b>Financial Model</b>	TBC
<b>Reimbursable Expenses:</b>	Refer to Buyer's 'Expenses Policy for the Travel' document included within Call-Off Schedule 5 (Pricing Details and Expenses Policy) at Annex 1.

**5. Signatures and Approvals****Agreement of this SOW**

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

**For and on behalf of the Buyer:****For and on behalf of the Supplier:**

## Call-Off Schedule 25 (Ethical Walls Agreement)

Call-Off Ref: RM1043.8

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## Call-Off Schedule 25 (Ethical Walls Agreement)

The Supplier shall, if requested to do so by the Buyer during the Contract Term enter into an Ethical Walls Agreement in the format as set out below:

NHS Business Services Authority (the “**Buyer**”) of Stella house, Goldcrest Way, Newburn Riverside, Newcastle upon Tyne, NE15 8NY;

And

Opencast Software Europe Limited a company registered in England and Wales under registration number 08047734, whose registered office is at Studio 2 The Kiln, Hoults Yard, Newcastle Upon Tyne, NE6 1AB (the “**Supplier**”)

### Ethical Walls Agreement

[Applicability: This standard document has been written from the perspective of the Buyer. Its intended use is as an ethical walls agreement between a Government Department and an incumbent company which intends to submit a tender for a Further Competition Procedure for the Deliverables in question. It will need amending if one of the parties is an individual, partnership or a limited liability partnership (LLP).

Term: Clause 10.1 should be completed with the appropriate period of time being at least as long as the Further Competition Procedure will take to be completed.

Context: This document is a template and may require amendment to suit the circumstances of the transaction you are working on. Please ensure that this document is used in the correct context and amended to reflect that context where necessary. If you are using it as part of a suite of documents make sure that you have amended it to reflect the deal you are working on.

Required action as follows:

1 Optional provision to be deleted if not required or amended to reflect the circumstances; and

2 Details to be inserted.

Version history:

Document last reviewed by GLD on 1 March 2020]

This Agreement is dated [                      ] 20[    ]

Between

1    NHS Business Services Authority (the “**Buyer**”) of Stella house, Goldcrest Way, Newburn Riverside, Newcastle upon Tyne, NE15 8NY;

## Call-Off Schedule 25 (Ethical Walls Agreement)

Call-Off Ref: RM1043.8

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2 and

Opencast Software Europe Limited a company registered in England and Wales under registration number 08047734, whose registered office is at Studio 2 The Kiln, Hoults Yard, Newcastle Upon Tyne, NE6 1AB (the **"Supplier"**)

3 together the "Parties" and each a "Party".

### Background

- A. The Buyer is obliged to ensure transparency, fairness, non-discrimination and equal treatment in relation to its procurement process pursuant to the Public Contracts Regulations 2015 (as amended) (the **PCR**). The purpose of this document ("Agreement") is to define the protocols to be followed to prevent, identify and remedy any conflict of interest (whether actual, potential or perceived) in the context of the Further Competition Procedure.
- B. The Buyer is conducting a Further Competition Procedure for the supply of Digital Outcomes 6 Deliverables under a Call-Off Contract (the **"Purpose"**).
- C. The Buyer has an obligation to deal with conflicts of interest as set out in Regulation 24 (1) of the PCR. The concept of conflict of interest is wide. In the PCR it is described as covering at least "any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure" (Regulation 24(2)). "Staff members" refers to staff members of the Buyer or of a procurement service provider acting on behalf of the Buyer who are involved in the conduct of the procurement procedure or may influence the outcome of that procedure. "Procurement service provider" refers to a public or private body which offers ancillary purchasing activities on the market.
- D. Pursuant to Regulation 41 of the PCR, the Buyer is under an obligation to ensure that competition is not distorted by the participation of any Framework Contract supplier acting as a bidder in a further competition procedure. Accordingly, the Buyer has identified that a potential distortion of competition could arise as a consequence of a bidder wishing to submit a Tender for this Further Competition Procedure, where it has also performed services for the Buyer under existing contractual arrangements or as a subcontractor under those same arrangements.
- E. The Parties wish to enter into this Agreement to ensure that a set of management processes, barriers and disciplines are put in place to ensure that conflicts of interest do not arise, and that the Supplier does not obtain an unfair competitive advantage over Other Bidders.

### It is agreed:

#### 1 Definitions and interpretation

- 1.1 The following words and expressions shall have the following meanings in this agreement and its recitals:

Term	Definition
<b>Affiliate</b>	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
<b>Agreement</b>	means this ethical walls agreement duly executed by the Parties;

**Call-Off Schedule 25 (Ethical Walls Agreement)**

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<b>Bid Team</b>	means any Supplier, Affiliate, connected to the preparation of an FCP Response;
<b>Central Government Body</b>	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:  (a) Government Department;  (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);  (c) Non-Ministerial Department; or  (d) Executive Agency;
<b>Conflicted Personnel</b>	means any Supplier, Affiliate, staff or agents of the Supplier or an Affiliate who, because of the Supplier's relationship with the Buyer under any Contract have or have had access to information which creates or may create a conflict of interest;
<b>Contract</b>	means the [contract for [ ]] dated [ ] between the Buyer and the Supplier and/or an Affiliate;
<b>Control</b>	means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and " <b>Controls</b> " and " <b>Controlled</b> " shall be interpreted accordingly;
<b>Effective Date</b>	means the date of this Agreement as set out above;
<b>Further Competition Procedure or FCP</b>	means an invitation to submit tenders issued by the Buyer as part of an FCP Process;
<b>FCP Process</b>	means, with regard to the Purpose, the relevant procedure provided for in Framework Schedule 7 (Call-Off Award Procedure) of RM1043.8 Framework Contract which the Buyer has elected to use to select a contractor, together with all relevant information, correspondence and/or documents issued by the Buyer as part of that procurement exercise, all information, correspondence and/or documents issued by the bidders in response together with any resulting contract;
<b>FCP Response</b>	means the tender submitted or to be submitted by the Supplier or an Affiliate [(or, where relevant, by an Other Bidder)] in response to an FCP;
<b>Other Affiliate</b>	any person who is a subsidiary, subsidiary undertaking or holding company of any Other Bidder;
<b>Other Bidder</b>	means any other bidder or potential bidder that is not the Supplier or any Affiliate that has or is taking part in the FCP Process;
<b>Parties</b>	means the Buyer and the Supplier;
<b>Professional Advisor</b>	means a supplier, subcontractor, advisor or consultant engaged by the Supplier under the auspices of compiling its FCP Response;
<b>Purpose</b>	has the meaning given to it in recital B to this Agreement;

## Call-Off Schedule 25 (Ethical Walls Agreement)

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<b>Representative</b>	refers to a person's officers, directors, employees, advisers and agents and, where the context admits, providers or potential providers of finance to the Supplier or any Affiliate in connection with the FCP Process and the representatives of such providers or potential providers of finance; and
<b>Third Party</b>	means any person who is not a Party and includes Other Affiliates and Other Bidders.

- 1.2 Reference to the disclosure of information includes any communication or making available information and includes both direct and indirect disclosure.
- 1.3 Reference to the disclosure of information, or provision of access, by or to the Buyer or the Supplier includes disclosure, or provision of access, by or to the representatives of the Buyer or Representatives of the Supplier (as the case may be).
- 1.4 Reference to persons includes legal and natural persons.
- 1.5 Reference to any enactment is to that enactment as amended, supplemented, re-enacted or replaced from time to time.
- 1.6 Reference to clauses and recitals is to clauses of and recitals to this Agreement.
- 1.7 Reference to any gender includes any other.
- 1.8 Reference to writing includes email.
- 1.9 The terms “associate”, “holding company”, “subsidiary”, “subsidiary undertaking” and “wholly owned subsidiary” have the meanings attributed to them in the Companies Act 2006, except that for the purposes of section 1159(1)(a) of that Act, the words ‘holds a majority of the voting rights’ shall be changed to ‘holds 30% or more of the voting rights’, and other expressions shall be construed accordingly.
- 1.10 The words “include” and “including” are to be construed without limitation.
- 1.11 The singular includes the plural and vice versa.
- 1.12 The headings contained in this Agreement shall not affect its construction or interpretation.

## 2 Ethical walls

- 2.1 In consideration of the sum of £1 payable by the Buyer to the Supplier, receipt of which is hereby acknowledged, the Supplier:
  - 2.1.1 shall take all appropriate steps to ensure that neither the Supplier nor its Affiliates and/or Representatives are in a position where, in the reasonable opinion of the Buyer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier or its Affiliates or Representatives and the duties owed to the Buyer under the Contract or pursuant to an fair and transparent FCP Process;
  - 2.1.2 acknowledges and agrees that a conflict of interest may arise in situations where the Supplier or an Affiliate intends to take part in the FCP Process and, because of the Supplier’s relationship with the Buyer under any Contract, the Supplier, its Affiliates and/or Representatives have or have had access to information which could provide the Supplier and/or its Affiliates with an advantage and render unfair an otherwise genuine and fair competitive FCP Process; and
  - 2.1.3 where there is or is likely to be a conflict of interest or the perception of a conflict of interest of any kind in relation to the FCP Process, shall comply with Clause 2.2.

## **Call-Off Schedule 25 (Ethical Walls Agreement)**

Call-Off Ref: RM1043.8

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### **2.2 The Supplier shall:**

- 2.2.1 Not assign any of the Conflicted Personnel to the Bid Team at any time;
  - 2.2.2 Provide to the Buyer a complete and up to date list of the Conflicted Personnel and the Bid Team and reissue such list upon any change to it;
  - 2.2.3 Ensure that by no act or omission by itself, its staff, agents and/or Affiliates results in information of any kind or in any format and however so stored:
    - (a) about the Contract, its performance, operation and all matters connected or ancillary to it becoming available to the Bid Team; and/or
    - (b) which would or could in the opinion of the Buyer confer an unfair advantage on the Supplier in relation to its participation in the FCP Process becoming available to the Bid Team;
  - 2.2.4 Ensure that by no act or omission by itself, its staff, agents and/or Affiliates and in particular the Bid Team results in information of any kind or in any format and however so stored about the FCP Process, its operation and all matters connected or ancillary to it becoming available to the Conflicted Personnel;
  - 2.2.5 Ensure that confidentiality agreements which flow down the Supplier's obligations in this Agreement are entered into as necessary between the Buyer and the Supplier, its Affiliates, its staff, agents, any Conflicted Personnel, and between any other parties necessary in a form to be prescribed by the Buyer;
  - 2.2.6 physically separate the Conflicted Personnel and the Bid Team, either in separate buildings or in areas with restricted access;
  - 2.2.7 provide regular training to its staff, agents and its Affiliates to ensure it is complying with this Agreement;
  - 2.2.8 monitor Conflicted Personnel movements within restricted areas (both physical and electronic online areas) to ensure it is complying with this Agreement ensure adherence to the ethical wall arrangements;
  - 2.2.9 ensure that the Conflicted Personnel and the Bid Team are line managed and report independently of each other; and
  - 2.2.10 comply with any other action as the Buyer, acting reasonably, may direct.
- 2.3 In addition to the obligations set out in Clause 2.1.1 and 2.1.3, the Supplier shall:
- 2.3.1 notify the Buyer immediately of all perceived, potential and/or actual conflicts of interest that arise;
  - 2.3.2 submit in writing to the Buyer full details of the nature of the conflict including (without limitation) full details of the risk assessments undertaken, the impact or potential impact of the conflict, the measures and arrangements that have been established and/or are due to be established to eliminate the conflict and the Supplier's plans to prevent future conflicts of interests from arising; and
  - 2.3.3 seek the Buyer's approval thereto, which the Buyer shall have the right to grant, grant conditionally or deny (if the Buyer denies its approval the Supplier shall repeat the process set out in Clause 2.3 until such time as the Buyer grants approval or the Supplier withdraws from the FCP Process).
- 2.4 Any breach of Clause 2.1, Clause 2.2 or Clause 2.3 shall entitle the Buyer to exclude the Supplier or any Affiliate or Representative from the FCP Process, and the Buyer may, in addition to the right to exclude, take such other steps as it deems necessary where, in the reasonable opinion of the Buyer there has been a breach of Clause 2.1, Clause 2.2 or Clause 2.3.

## **Call-Off Schedule 25 (Ethical Walls Agreement)**

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- 2.5 The Supplier will provide, on demand, any and all information in relation to its adherence with its obligations set out under Clauses 2.1 and 2.2 as reasonably requested by the Buyer.
- 2.6 The Buyer reserves the right to require the Supplier to demonstrate the measures put in place by the Supplier under Clauses 2.1.3 and 2.2.
- 2.7 The Supplier acknowledges that any provision of information or demonstration of measures, in accordance with Clauses 2.5 and 2.6, does not constitute acceptance by the Buyer of the adequacy of such measures and does not discharge the Supplier of its obligations or liability under this Agreement.
- 2.8 The actions of the Buyer pursuant to Clause 2.4 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Buyer.
- 2.9 In no event shall the Buyer be liable for any bid costs incurred by:
  - 2.9.1 the Supplier or any Affiliate or Representative; or
  - 2.9.2 any Other Bidder, Other Affiliate or Other Representative,as a result of any breach by the Supplier, Affiliate or Representative of this Agreement, including, without limitation, where the Supplier or any Affiliate or Representative, or any Other Bidder, Other Affiliate or Other Representative are excluded from the FCP Process.
- 2.10 The Supplier acknowledges and agrees that:
  - 2.10.1 neither damages nor specific performance are adequate remedies in the event of its breach of the obligations in Clause 2; and
  - 2.10.2 in the event of such breach by the Supplier of any of its obligations in Clause 2 which cannot be effectively remedied the Buyer shall have the right to terminate this Agreement and the Supplier's participation in the FCP Process.

### **3 Sole responsibility**

- 3.1 It is the sole responsibility of the Supplier to comply with the terms of this Agreement. No approval by the Buyer of any procedures, agreements or arrangements provided by the Supplier or any Affiliate or Representative to the Buyer shall discharge the Supplier's obligations.

### **4 Waiver and invalidity**

- 4.1 No failure or delay by any Party in exercising any right, power or privilege under this Agreement or by law shall constitute a waiver of that or any other right, power or privilege, nor shall it restrict the further exercise of that or any other right, power or privilege. No single or partial exercise of such right, power or privilege shall prevent or restrict the further exercise of that or any other right, power or privilege.
- 4.2 If any provision of this Agreement is prohibited or unenforceable in any jurisdiction in relation to any Party, such prohibition or unenforceability will not invalidate the remaining provisions of this Agreement or affect the validity or enforceability of the provisions of this Agreement in relation to any other Party or any other jurisdiction.

### **5 Assignment and novation**

- 5.1 Subject to Clause 5.2 the Parties shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Agreement without the prior written consent of the Buyer.

## Call-Off Schedule 25 (Ethical Walls Agreement)

Call-Off Ref: RM1043.8

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5.2 The Buyer may assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Agreement and/or any associated licences to:

5.2.1 any Central Government Body; or

5.2.2 to a body other than a Central Government Body (including any private sector body) which performs any of the functions that previously had been performed by the Authority; and

5.2.3 the Supplier shall, at the Buyer's request, enter into a novation agreement in such form as the Buyer reasonably specify in order to enable the Buyer to exercise its rights pursuant to this Clause 5.

5.3 A change in the legal status of the Buyer such that it ceases to be a Central Government Body shall not affect the validity of this Agreement and this Agreement shall be binding on any successor body to the Buyer.

## 6 Contracts (Rights of Third Parties) Act 1999

6.1 A person who is not a Party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 (as amended, updated or replaced from time to time) to enforce any term of this Agreement but this does not affect any right remedy of any person which exists or is available otherwise than pursuant to that Act.

## 7 Transparency

7.1 The Parties acknowledge and agree that the Buyer is under a legal duty pursuant to the PCR to run transparent and fair procurement processes. Accordingly, the Buyer may disclose the contents of this Agreement to potential bidders in the FCP Process, for the purposes of transparency and in order to evidence that a fair procurement process has been followed.

## 8 Notices

8.1 Any notices sent under this Agreement must be in writing.

8.2 The following table sets out the method by which notices may be served under this Agreement and the respective deemed time and proof of service:

Manner of Delivery	Deemed time of service	Proof of service
Email	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an email to the correct email address without any error message.
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day.	Properly addressed and delivered as evidenced by signature of a delivery receipt.
Prepaid, Royal Mail Signed For™ 1st Class or other prepaid, next working day service providing proof of delivery.	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt.

## Call-Off Schedule 25 (Ethical Walls Agreement)

Call-Off Ref: RM1043.8

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	delivery before 9.00am) or on the next Working Day (if after 5.00pm).	
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8.3 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under this Agreement:

### Supplier

Contact:

Address:

Email:

### Buyer

Contact:

Address:

Email:

8.4 This Clause 8 does not apply to the service of any proceedings or other documents in any legal action or other method of dispute resolution.

## 9 Waiver and cumulative remedies

9.1 The rights and remedies under this Agreement may be waived only by notice and in a manner that expressly states that a waiver is intended and what is waived. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Agreement or by law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

9.2 Unless otherwise provided in this Agreement, rights and remedies under this Agreement are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise.

## 10 Term

10.1 Each Party's obligations under this Agreement shall continue in full force and effect for period of [ ] years from the Effective Date.

## 11 Governing law and jurisdiction

11.1 This Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

11.2 The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

### Signed by the Buyer

**Call-Off Schedule 25 (Ethical Walls Agreement)**

Call-Off Ref: RM1043.8

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Name:

Signature:

Position in Buyer:

**Signed by the Supplier**

Name:

Signature:

Position in Supplier:

## Call-Off Schedule 26 (Cyber Essentials Scheme)

Call-Off Ref: RM1043.8

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## Call-Off Schedule 26 (Cyber Essentials Scheme)

### 1 Definitions

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

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

### 2 What Certification do you need

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

## **Call-Off Schedule 26 (Cyber Essentials Scheme)**

Call-Off Ref: RM1043.8

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those imposed on the Supplier under the Call-Off Contract in respect of the Cyber Essentials Scheme under Paragraph 2.1 of this Schedule.

2.5 This Schedule shall survive termination of each and any Call-Off Contract.

## **Joint Schedule 5 (Corporate Social Responsibility) RM1043.8**

### **1 What we expect from our Suppliers**

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government ([https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/646497/2017-09-13\\_Official\\_Sensitive\\_Supplier\\_Code\\_of\\_Conduct\\_September\\_2017.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)).
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

### **2 Equality and Accessibility**

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under section 149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
  - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
  - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

### **3 Modern Slavery, Child Labour and Inhumane Treatment**

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

- 3.1 The Supplier:
  - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
  - 3.1.2 shall not require any Supplier Staff to lodge deposits or identify papers with the employer and shall be free to leave their employer after reasonable notice;
  - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
  - 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world;
  - 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world;
  - 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;

## **Joint Schedule 5 (Corporate Social Responsibility) RM1043.8**

Call-Off Ref: RM1043.8

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- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

### **4 Income Security**

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

### **5 Working Hours**

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

by individuals and by the Supplier Staff as a whole;

## **Joint Schedule 5 (Corporate Social Responsibility) RM1043.8**

Call-Off Ref: RM1043.8

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- 5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
  - 5.3.1 this is allowed by national law;
  - 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;  
appropriate safeguards are taken to protect the workers' health and safety; and
  - 5.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

## **6 Sustainability**

- 6.1 The Supplier shall meet the applicable Government Buying Standards applicable to Deliverables which is online at:

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

## **Call-Off Schedule 4 (Call-Off Tender)**

The Supplier shall provide the Deliverables under the Call-Off Contract in accordance with the Supplier's tender bid, as set out below:

### **Stage 1 :**

#### **Essential skills and experience**

- 1. Please demonstrate your level of skills and experience of developing and delivering a data output that has met a user need. This should include using capabilities from across the life cycle, including Data Architecture, Data Engineering, Data Science, Data Governance, Insight Analysis and Data Visualisation and delivery from design to implementation.**

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- 2. Please demonstrate your understanding and experience of technologies that are used within the NHSBSA. These include but are not limited to Alteryx, Microsoft Azure, AWS Cloud, Power BI, Microsoft Fabric plus open source such as R and Python. Provide examples on how you have implemented them into your data projects.**

[Redacted]

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**Call-Off Schedule 4 (Call-Off Tender)**

Call-Off Ref: RM1043.8

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- 3. Please demonstrate your understanding and experience of reporting through the presentation of data in consumable formats to end users and provide relevant examples of this type of work you have undertaken. This should include accessibility and broader testing techniques.**

[REDACTED]

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- 4. Please demonstrate your understanding and experience of front end web development and give examples of what you have produced for public sector clients**

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- 5. Please explain your organisation's approach to the management of development work, including how you ensure that timescales for delivery are met. Please include details of any staff members who will be dedicated to overseeing delivery.**

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- 6. Please explain your approach to ensuring new development work transitions across to business as usual. This should include information on your standard release process and what documentation is created to support the data output**

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- 7. Please demonstrate your approach to understanding user needs and how you put the user at the centre of your build process.**

## Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref: RM1043.8

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[Redacted content]

## Nice-to-have skills and experience

1. Please demonstrate your experience of developing in accordance with the Digital Service Standard and provide relevant examples.

[Redacted content]

**2. Please demonstrate your experience of reacting to customer and user changes in requirements and how you maintain project delivery focus**

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<p><b>Technical Question 1</b></p>	<p><b>Technical Question 1</b></p> <p>Please provide a detailed proposal setting out your approach to the Phase 1 Discovery exercise, as set out in SOW01.</p> <p>Please include an overview of the activities and tasks that you consider will form part of the Phase 1 Discovery exercise, together with an explanation of the structure of the team you will deploy to undertake the work and how the team will ensure that NHSSA standards are met in delivery of the work.</p> <p>Please provide a draft timed Delivery Plan for delivery of Phase 1 and call out any dependencies and risks you have identified.</p> <p>Please include in your proposal, any opportunity areas where you consider value could be added and/or opportunities where processes could be streamlined.</p> <p>Please Note: Suppliers must submit costs associated with delivery of the Phase 1 Discovery under SOW01 in section 2 of the Pricing Schedule and costs submitted should relate directly to the proposal provided in response to this question.</p> <p><b>(Word Count Limit – maximum 1500 words to exclude the requested Delivery Plan)</b></p> <p><b>(Word Count Limit – maximum 1500 words)</b></p>
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**Call-Off Schedule 4 (Call-Off Tender)**

Call-Off Ref: RM1043.8

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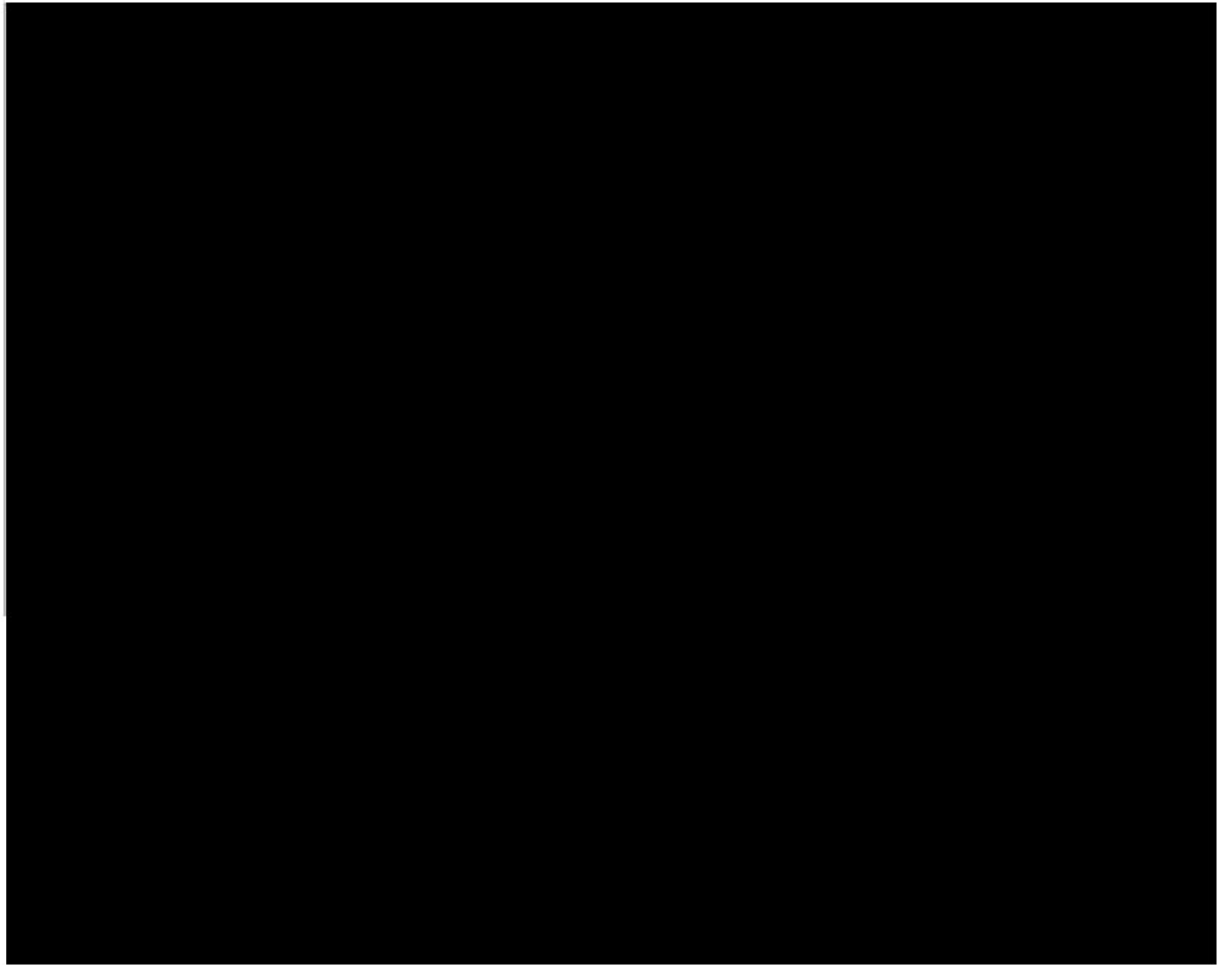

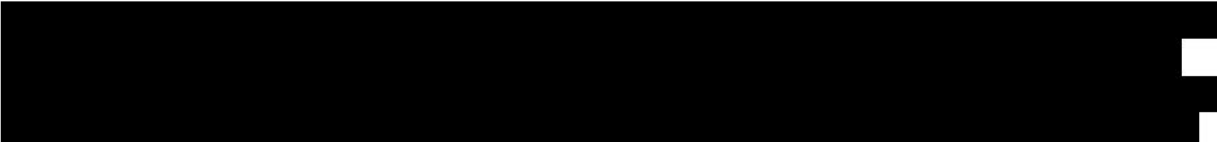
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**Call-Off Schedule 4 (Call-Off Tender)**

Call-Off Ref: RM1043.8

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Response Word Count: 	
<b>Technical Question 2</b>	<b>Technical Question 2</b>  Based on NHSBSA's requirements for the delivery of an operational reporting mechanism to surface near real-time data metrics across over 20 NHSBSA services (as detailed in SOW01), please provide a detailed explanation of your approach to Delivery Phase and how you would propose to meet NHSBSA's requirements  <b>(Word Count Limit – maximum 1500 words)</b>
	

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**Call-Off Schedule 4 (Call-Off Tender)**

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<b>Technical Question 4</b>	<b>Technical Question 4</b>  Please detail your experience in projects involving surfacing data. Please provide in your answer examples of projects that surfaced data for further use by decision makers, in a self-serve way. Please explain the end-to-end approach adopted to ensure the end product met stakeholder and user needs.  <b>(Word Count Limit – maximum 750 words)</b>

**Call-Off Schedule 4 (Call-Off Tender)**

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### Technical Question 5

### Technical Question 5

Please provide a detailed explanation of the technical approach to moving work from projects into live, including the development of

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**Call-Off Schedule 4 (Call-Off Tender)**

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<b>Technical Question 6</b>	<b>Technical Question 6</b>  Provide examples of how data professionals continue to develop, to enhance their skills and experience. This should reflect both technology and ways of working, alongside how new capabilities are introduced.  (Word Count Limit – maximum 750 words)
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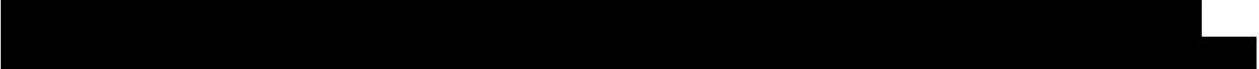



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**Call-Off Schedule 4 (Call-Off Tender)**

Call-Off Ref: RM1043.8

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Response Word Count: 	
<b>Technical Question 7</b>	<b>Technical Question 7</b>  Please explain how one of your teams has worked with the NHS Design Standards and have delivered a piece of work that has successfully met GDS Service standards or equivalent and explain what measures you took to ensure that the delivery was in accordance with organisational standards.  (Word Count Limit – maximum 750 words)
    	

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**Call-Off Schedule 4 (Call-Off Tender)**

Call-Off Ref: RM1043.8

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**Technical  
Question 8**

**Technical Question 8**

Please describe how you identify risks and dependencies and outline approaches to managing them while developing a data led digital service.

**(Word Count Limit – maximum 500 words)**

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**Call-Off Schedule 4 (Call-Off Tender)**

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<b>Social Value Question 1</b>	<p>At NHSBSA we view protecting the environment as a priority for example digital sustainability and are mandated to follow the GGC Greening government: ICT and digital services strategy 2020-2025.</p> <p>Detail how, through the delivery of the contract you will:</p> <p>Improve our digital carbon footprint by:</p> <ul style="list-style-type: none"><li>• Showing efficiencies, providing measuring and reporting on metrics such as run time</li><li>• Optimising and rightsizing systems on a regular basis</li><li>• Using tiering and retention policies on data storage</li><li>• Engage and monitor staff, suppliers, customers, and communities in supporting environmental protection and improvement</li></ul> <p>Please details how, through the delivery of the contract you will engage and monitor staff, suppliers, customers and communities in supporting environmental protection and improvement.</p> <p><b>(Word Count Limit – maximum 1000 words)</b></p>
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Response Word Count:	

Service	Percentage
Online banking	85%
Mobile banking	78%
Social media	72%
Direct deposit	65%
Bill payment	58%

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**Call-Off Schedule 4 (Call-Off Tender)**

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