

**Call-Off Schedule 14 (Service Levels)**

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**Call-Off Schedule 14 (Service Levels)**

The SSC is an umbrella solution enabling different service requirements to be delivered. Service Lines may be added into the scope of the SSC when identified and if they fit the remit of UKHSA. Each Service Line will have its own specification setting out the required scope of works against which these service levels will be measured.

**1. Definitions**

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

<b>“Activities”</b>	any substantive interaction between an Agent and a Citizen as part of the delivery of a Service Line;
<b>"Additional Performance Metrics"</b>	means the performance metrics set out in Annex C (Additional Performance Metrics) of this Call Off Schedule 14 (Service Levels);
<b>"Additional Performance Monitoring Metrics"</b>	means the performance monitoring metrics set out in Annex D (Additional Performance Metrics) of this Call Off Schedule 14 (Service Levels);
<b>“Bid Net Available Hours”</b>	means [REDACTED] hours per FTE Agent per week;
<b>“Critical Service Level Failure”</b>	means where the performance of a Service Level does not meet the percentage or other figure set out in the column labelled “Critical service level” for a particular Service Level in a particular Measurement Period;
<b>"Complaint"</b>	means any complaint made by a Citizen in respect of Activities;
<b>"Fully-Upheld Complaint"</b>	a Complaint which is deemed by the Buyer to be wholly and entirely justified, and it is agreed between the Citizen and the Buyer that something has gone wrong, which may result in a change being made or planned (such change being notified by the Buyer to the Supplier as part of its complaints investigation procedure);
<b>“Gold KPIs”</b>	means the Key Performance Indicators for Gold Contracts set out in Paragraph 4.2 of this Schedule 14 (Service Levels);

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<b>“Invoice”</b>	means an invoice submitted in accordance with Call Off Schedule 5 (Pricing Details).
<b>“Measurement Period”</b>	means the period specified in respect of a particular Service Level in the column labelled “Measurement period” in the table in Annex A to this Schedule 14 (Service Levels);
<b>“Monthly Service Credit Cap”</b>	means ■■■ of the Charges payable in any Service Period for a Service Line in respect of which Service Credits are payable;
<b>“Net Available Hours”</b>	means the number of hours, to two decimal places, an Agent is available to deliver the Service, that is, the number of hours for which an Agent is paid by the Supplier, minus: <ul style="list-style-type: none"> <li>(a) holidays, sickness and other absences;</li> <li>(b) personal breaks;</li> <li>(c) coaching;</li> <li>(d) team meetings; and</li> <li>(e) any other mutually agreed shrinkages.</li> </ul>
<b>“Net Available Hours Invoiced”</b>	means the number of Net Available Hours invoiced by the Supplier;
<b>“Net Available Hours Ordered”</b>	means the number of Net Available Hours ordered by the Buyer
<b>“Outbound File”</b>	means any data file provided by the Buyer to the Supplier from time to time containing contact details for any outbound calls that need to be made;
<b>“Operational Hour”</b>	means an hour when the Services are operational and available for Citizens;
<b>"Partially-Upheld Complaint"</b>	a Complaint which only part, and not all, of which is deemed by the Buyer to be justified, and it is agreed between the Citizen and the Buyer that something has gone wrong;
<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 the Targets in respect of one or more Service Levels;
<b>“Service Level”</b>	means an item identified by the reference SL1 to SL21 in the table in Annex A to this Schedule 14 (Service Levels);
<b>"Service Level Failure"</b>	means a failure to meet the Target in respect of a Service Level in any Measurement Period;

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<b>“Service Period”</b>	means a calendar month;
<b>“Social Media Posts”</b>	Content shared on social media through a user’s profile.
<b>“Target”</b>	means the percentage or other figure set out in the column labelled “Target” in the table in Annex A of this Schedule 14 (Service Levels) for a particular Service Level in a particular Measurement Period;
<b>“Weighting”</b>	means the relevant percentage set out in the following table:

Level	Percentage
Level 1	██████
Level 2	██████
Level 3	██████

## 1.2 Where a Measurement Period is specified as:

- 1.2.1 A month, that period starts at midnight on the first calendar day of a month and ends at 11:59pm on the last day of that month;
- 1.2.2 A week, that period starts at midnight on the Monday of that week and ends at 11:59pm on the Sunday of that week; and
- 1.2.3 A day, that period starts at midnight on that day and ends at 11:59pm on that day.

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

- 2.1 The Supplier shall at all times provide the Services and Deliverables to meet or exceed the Target for each Service Level.
- 2.2 Subject to Paragraphs 2.3 and 2.4 below, 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 not be deemed to have committed a Service Level Failure where, following a root cause analysis, the Service Level Failure is found to be attributable to the level of Net Available Hours ordered by the Buyer being insufficient to meet demand. For the avoidance of doubt, this Paragraph 2.3 does not preclude the Supplier relying, in the appropriate circumstances, on Authority Cause, under Clause 5 of the Core Terms, or a Force Majeure Event, under Clause 21 of the Core Terms, to excuse a Service Level Failure.
- 2.4 The Buyer shall not be entitled to receive any Service Credits for any Service Level Failure, other than in respect of Service Levels SL8

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(reporting); SL16 (security checks) and SL21 (call recordings and transcripts):

- 2.4.1 in respect of the Awarded Service Lines during the first eight (8) weeks after the Call-Off Start Date; or
- 2.4.2 In respect of any Additional Service Lines or New Service Lines during the first eight (8) weeks after the Supplier has commenced the provision of that Service Line, or such shorter time as may be agreed between the Buyer and Supplier as part of the Variation Procedure introducing a New Service Line.
- 2.5 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.
- 2.6 The total Service Credits payable in respect of any month:
  - 2.6.1 are calculated in accordance with the formula set out in Annex A; and
  - 2.6.2 cannot exceed the Monthly Service Credit Cap for that month.
- 2.7 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
  - 2.7.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Monthly Service Credit Cap; and/or
  - 2.7.2 the Service Level Failure:
    - (a) is a Critical Service Level Failure for that Service Level;
    - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
    - (c) results in the corruption or loss of any Government Data; and/or
    - (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
  - 2.7.3 the Buyer is entitled to or does terminate this Contract pursuant to Clause 11.4 (CCS and Buyer Termination Rights).
- 2.8 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the Weighting 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:
  - 2.8.1 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;



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- 2.8.2 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
- 2.8.3 there is no change to the Monthly Service Credit Cap.
- 2.9 The Supplier shall meet or exceed the Additional Performance Metrics. Failure to meet or exceed the Additional Performance Metrics shall not constitute a Service Level Failure or Critical Service Level Failure.

### **3. Critical Service Level Failure**

- 3.1 On the occurrence of a Critical Service Level Failure:
  - 3.1.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
  - 3.1.2 the Buyer may withhold and retain as compensation a sum equal to the Monthly Service Credit Cap in respect of the affected Service Line which would otherwise have been due to the Supplier in respect of that Service Period ("Compensation for Critical Service Level Failure"); and
  - 3.1.3 in respect of the SL12, the Supplier shall pay to the Customer the greater of: (i) an amount equivalent to the Service Credit that would have accrued during the relevant Service Period; and (ii) the additional costs incurred by the Buyer.

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.

- 3.2 On the occurrence of a Critical Service Level Failure:
  - 3.2.1 the Supplier shall within 48 hours, or such longer period as the Buyer may agree:
    - (a) undertake a root cause analysis to determine the reason for the failure;
    - (b) present its findings to the Buyer together with an action plan to rectify the root cause, and prevent re-occurrence, of the Critical Service Level Failure;
  - 3.2.2 the Buyer must notify the Supplier as soon as reasonably practicable whether it accepts or rejects plan;
  - 3.2.3 If the Buyer rejects the plan, the Supplier must within 24 hours, or such longer period as the Buyer may agree, of the rejection submit a revised plan and Paragraph 3.2.2 will apply to the re-submitted plan;
  - 3.2.4 If the Buyer accepts the Certification Rectification Plan, the Supplier must start work immediately on the plan.

### **4. Key Performance Indicators (KPIs)**

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- 4.1 The Supplier shall at all times provide the Services and Deliverables to meet or exceed the KPIs. Failure to meet a KPIs shall not result in the Supplier incurring Service Credits.
- 4.2 The Supplier shall meet the following Gold KPIs:

KPI Name	KPI description	Service Level
Agent Availability	Delivery of █████% of the Bid Net Available Hours during the Service Period	SL2 and SL2A
Quality of Agents	█████% of Agents call meeting agreed quality standard (measured against 100% of monitored calls)	SL9
Availability of telephony platform	█████% Availability of telephony platform Amount of time during which all telephone platform supplied by the Supplier are available for use by 100% of Agents at any time in the Service Period	SL12

## Part A: Service Levels, Service Credits and Key Performance Indicators

### 1. Service Levels

If the level of performance of the Supplier in respect of each Service Line:

- 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.

### 2. Service Credits

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- 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. Future Service Levels and Service Credits**

The Supplier acknowledges that:

- 3.1 the Buyer has appointed a Collaboration Supplier, in addition to the Supplier, to provide the Services;
- 3.2 the nature and scope of the Services will change over time as the Buyer:
  - 3.2.1 ends certain Service Lines;
  - 3.2.2 makes Enhancements to Service Lines; and
  - 3.2.3 adds New Service Lines; and
- 3.3 certain Service Lines require further definition; and as a consequence agrees that:
- 3.4 the Buyer may from time to time introduce new Service Levels, Service Credits and Additional Performance Metrics, whether in respect of Service Lines or New Service Lines;
- 3.5 the Buyer may adjust the definition of certain Service Levels to provide greater clarity and ensure consistency between the Service Levels applying to the Supplier and those applying to the other organisation;
- 3.6 where a Service Level that is also a Gold KPI changes, that Gold KPI will also change accordingly; and
- 3.7 it will act in good faith in facilitating any Variation to achieve these changes.

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

The following table (Table A) shall apply in respect of each Service Line delivered as part of (i) the UKHSA umbrella SSC service and (ii) the NPFS National Pandemic Flu Service. Each Service Line will be measured individually and independently to each other Service Line, in accordance with Table A.

**TABLE A**

Ref	Performance Criteria	Indicator	Measure	Measurement period	Target	Critical service level	Weight
SL1	Accuracy of invoicing	Invoice corrections	Number of revisions to any one Invoice as a result of checking and validation by the Buyer in the Measurement Period	Monthly	■	■	Level 3
SL2	Net Available Hours (Inbound)	Net Available Hours per FTE	In respect of any inbound Service Line, the average number of Net Available Hours per FTE expressed as a percentage of ((number of FTEs x Bid Net Available Hours) ÷ 5) ÷ number of FTEs. This measure shall only be applicable if SL4 and	Daily	■■■■	■■■■	Level 3

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Ref	Performance Criteria	Indicator	Measure	Measurement period	Target	Critical service level	Weight
			SL5 have both been failed.				
SL2A	Net Available Hours (Outbound)	Net Available Hours per FTE	In respect of any outbound Service Line, the average number of Net Available Hours per FTE expressed as a percentage of ((number of FTEs x Bid Net Available Hours) ÷ 5) ÷ number of FTEs.	Daily	████	████	Level 3
SL3	Billable Hours	Net Available Hours for which Invoices submitted	Number of Net Available Hours Invoiced in Measurement Period expressed as a percentages of the number of Net Available Hours Ordered for the Measurement Period (inclusive of any ramp-up or ramp-down). This measure shall only be applicable if SL4 and	Weekly	████	████	Level 1

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Ref	Performance Criteria	Indicator	Measure	Measurement period	Target	Critical service level	Weight
			SL5 have both been failed				
SL4	Inbound Calls Answered	Time taken to answer calls after presentation to ACD	Percentage of calls offered to be answered within 60 seconds of the call being presented to the ACD	Weekly	████	████	Level 1
SL5	Inbound Calls Abandoned	Number of calls abandoned by caller after presentation to ACD	Number of calls abandoned by the caller in the Measurement Period as a percentage of the total number of calls presented to the ACD in the Measurement Period	Weekly	████	████	Level 2
SL6	Outbound File Penetration	Number of records per Outbound File attempted	Number of records per Outbound File to receive at least one call in the Measurement Period expressed as a percentage of the number of records per Outbound File for the Measurement Period	24 hours, commencing from the time that the Supplier receives an Outbound File	████	████	Level 1

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Ref	Performance Criteria	Indicator	Measure	Measurement period	Target	Critical service level	Weight
SL7	Inbound emails and webforms	Period between time email or webform received and time of substantive response (i.e. providing an update or progress on action taken) from Agent or issue escalated by Agent	Number of emails or webforms received in a month that are replied to substantively or escalated within 24 hours of receipt expressed as a percentage of the number of emails or webforms received in that month	Monthly	■	■	Level 1
SL8	Reporting	Reports delivered in accordance with the times and standards specified in Part B (Performance Monitoring) of this Schedule	Number of reports delivered after the specified date or not to the specified quality	Monthly	■	■	Level 2

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Ref	Performance Criteria	Indicator	Measure	Measurement period	Target	Critical service level	Weight
		14 (Service Levels) or otherwise specified by the Buyer					
SL9	Quality Assurance and Compliance	Number of assessed Activities that pass relevant quality assurance standards	Number of Activities assessed as passing the relevant quality assurance standard in the Measurement Period expressed as a percentage of Activities subject to quality assurance in the Measurement Period	Monthly	████	████	Level 2
SL10	Quality Assurance Completion	Number of Activities quality assured	Average number of Activities assessed per Agent in the Measurement Period expressed as a percentage of 6	Monthly	████	████	Level 3
SL11	Calibration	Number of quality assurance reports agreed	Number of quality assurance reports agreed as accurate with UKHSA in the	Monthly	████	████	Level 1

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Ref	Performance Criteria	Indicator	Measure	Measurement period	Target	Critical service level	Weight
		as accurate with UKHSA	Measurement Period expressed as a percentage of the number of quality assessment reports assessed by UKHSA in the Measurement Period				
SL12	Platform Stability	Uptime of all systems provided by Supplier	Amount of time during which all systems supplied by the Supplier are available for use by 100% of agents at any time in the Measurement Period expressed as a percentage of the total time in which the systems are required to be operational in that Measurement Period	Monthly	██████ ██	██████	Level 1
SL13	Fully-Upheld Complaints	Number of Fully-Upheld Complaints	The total number of Fully-Upheld Complaints received in the Measurement	Monthly	████	██	Level 2 Should SL13 and SL14 both

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Ref	Performance Criteria	Indicator	Measure	Measurement period	Target	Critical service level	Weight
			Period as a percentage of the number of all complaints received in the Measurement Period				be failed in any Measurement Period, Service Credits shall only be payable in respect of either SL13 or SL14, at UKHSA's option, but not both.
SL14	Partially-Upheld Complaints	Number of Partially-Upheld Complaints	The total number of Partially-Upheld Complaints received in the Measurement Period as a percentage of the number of all complaints received in the Measurement Period	Monthly	■	■	Level 2 Should SL13 and SL14 be failed in any measurement period there is a cap of 0.25 for both

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Ref	Performance Criteria	Indicator	Measure	Measurement period	Target	Critical service level	Weight
SL18	Return of signed and completed Variation Forms	Time taken to return a copy of the completed Variation Form signed by the Supplier.	Number of completed Variation Forms that have been signed and returned by the Supplier within 24 hours of the terms of the Variation being agreed by the Parties, expressed as a percentage of the total number of Variations agreed by the Parties in the Measurement Period.	6 months	████	████	Level 3
SL19	Provision of credentials to enable Agent access to Supplier Equipment	Time taken from the point of request for the Supplier to provide credentials for Supplier Equipment to all Agents for	Number of responses received by Agents from the Supplier to a request for credentials for Supplier Equipment within 24 hours of such a request being made, expressed as a percentage of the total	Monthly	████	████	Level 1

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Ref	Performance Criteria	Indicator	Measure	Measurement period	Target	Critical service level	Weight
		whom the Supplier is responsible for the provision of such credentials.	number of such requests made in the Measurement Period.				
SL20	Penetration testing	Number of penetration tests undertaken by the Supplier within a year.	Number of penetration tests conducted by the Supplier, at the Supplier's cost and in accordance with Part B, Annex 2 of Call-Off Schedule 9.	Annually	■	■■■■■	Level 1
SL21	Return of call recordings and call overviews	Time taken from the point of request for the Supplier to return call recordings and call overviews.	Percentage of requests for call recordings and call overviews by the Buyer that have been effected by the Supplier within 4 Operational Hours (in the case of critical requests) or 48 hours (in the case of all other requests) of such a request being made, expressed as a	Daily (measurement is of all requests made on that day)	■■■■■	■■■■■ ■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■	Level 1

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Ref	Performance Criteria	Indicator	Measure	Measurement period	Target	Critical service level	Weight
			percentage of the total number of such requests made in the Measurement Period.				
[SL2 2	Daily Net Available Hours Provided	Net Available Hours provided compared to Net Available Hours ordered	Number of times within the Measurement Period that the Net Available Hours provided by the Supplier on each day is $\geq 105\%$ of the Net Available Hours Ordered for that day (inclusive of any ramp-up or ramp-down).	Monthly	████	To be agreed.	To be agreed.]

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In lieu of SL4 (Inbound Calls Answered) set out in Table A above, the following table (Table B) shall apply in respect of each Service Line delivered as part of the NPFS National Pandemic Flu Service. For the avoidance of doubt, save for SL4, all other Service Levels shall apply to each Service Line delivered as part of the NPFS National Pandemic Flu Service. Each Service Line will be measured individually and independently to each other Service Line, in accordance with Table B.

TABLE B

Service Level Performance Criterion	Service Level Performance Measure	Service Level Performance Definition	Service Credit applied	Target	Critical Service Level	Weight
<b>Average Speed of Answer (ASA) Monthly</b>	■ of calls answered are answered within 30 seconds	Average Speed of call answer - after release from IVR - Monthly	Yes  (Provided calls offered are within 5% of forecast & schedule)	■	■	Level 2
<b>Average Speed of Answer (ASA) Weekly</b>	■ of calls answered are answered within 30 seconds	Average Speed of call answer - after release from IVR - Weekly	TBC  (Provided calls offered are within 5% of	■	■	Level 1

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			forecast & schedule)			
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The Service Credits for both Table A and Table B, other than the Service Credits for SL18 (Variations) and SL20 (penetration testing), shall be calculated for each applicable Service Line on the basis of the following formula:

$$SC = C \times W$$

Where

SC is the Service Credit payable;

C is the Charges payable by the Buyer in the relevant Measurement Period for the relevant Service Line in respect of which Service Credits are payable; and

W is the relevant Weighting, expressed as a percentage.

All Service Credits in a month, other than the Service Credits for SL18 (Variations) and SL20 (penetration testing), are accumulated and subject to the Monthly Service Credit Cap.

Worked example

In a given month of 30 days, the Supplier operates a Service Line for which the Call Off Contract Charges are £100,000 per day or £3,000,000 for the month.

During two weeks of the month, (the “**Affected Weeks**”), ■■■% of calls were abandoned by Customers (SL5). The Service Credits payable in respect of each week is:

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$$£100,000 \times 7 \times \blacksquare\% = £\blacksquare$$

For the two Affected Weeks weeks, the total Service Credit is:

$$£3,150 \times 2 = £6,300$$

During the Affected Weeks, only  $\blacksquare\%$  of calls were answered within 60 seconds of the call being presented to the ACD (SL4). The Service Credit payable in respect of each week is:

$$£100,000 \times 7 \times \blacksquare\% = £\blacksquare$$

For the two Affected Weeks, the total Service Credit is:

$$£5,250 \times 2 = £10,500$$

On ten days during the two Affected Weeks, the Net Available Hours (Inbound) per FTE Agent (SL2) was  $\blacksquare\%$ , as was the Net Available Hours (Outbound) per Agent (SL2A).

For SL2, the Service Credit payable in respect of each day is:

$$£100,000 \times \blacksquare\% = £\blacksquare$$

For the 10 days, the total Service Credit is:

$$£250 \times 10 = £2,500$$

For SL2A, the Service Credit payable in respect of each day is:

$$£100,000 \times \blacksquare\% = £\blacksquare$$

For the 10 days, the total Service Credit is:

$$£250 \times 10 = £2,500$$



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In addition, the Billable Hours for one of the Affected Week (SL3) was ■■■% of the Net Available Hours ordered by the Buyer (SL3)

The Service Credit for that week is:

$$£100,000 \times 7 \text{ days} \times \text{■■■}\% = \text{£■■■}$$

During that month, Platform Stability (SL12) was ■■■%.

The Service Credit for that month is £3,000,000 x ■■■% = £■■■

The total Service Credit payable is:

Service Level	Amount
SL2	£■■■
SL2A	£■■■
SL3	£■■■
SL4	£■■■
SL5	£■■■
SL12	£■■■
Total	£■■■

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Percentage of invoice	██████%
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The Service Credits for SL18 (Variations) and SL20 (Penetration Testing) shall be payable in accordance with the following formula:

SC = the smaller of:

CSC; or

RSC

Where:

CSC is the Service Credit payable for the SL using the formula:

$$\text{CSC} = \text{C} \times \text{W}$$

Where:

C is the Charges payable by the Buyer in the relevant Measurement Period; and

W is the relevant Weighting, expressed as a percentage.

RSC is residual service credits, calculated using the following formula:

$$\text{RSC} = \text{ASC} - \text{LSC}$$

Where:

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ASC is the available Service Credits, ie, ■■■% of the Charges payable by the Buyer in the relevant Measurement Period; and

LSC is the levied Service Credits, ie, those Service Credits actually levied by the Buyer in respect of the months making up the relevant Measurement Period.

#### Worked examples

The Supplier fails to complete ■■■ penetration test in the first year of the Contract. During that period it had levied Charges of £100m and had incurred Service Credits of £6m.

In that case:

CSC = £750,000;

RSC = £4m; and

SC = £750,000.

The Supplier fails to complete ■■■ penetration test in the first year of the Contract. During that period it had levied Charges of £100m and had incurred Service Credits of £9.5m.

In that case:

CSC = £750,000;

RSC = £500,000; and

SC = £500,000.

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## Part B: Performance Monitoring

### 4. Performance Monitoring and Performance Review

- 4.1 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, including the Additional Performance Metrics and the Additional Performance Monitoring Metrics, will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 4.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
  - 4.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
  - 4.2.2 for each KPI (including the Gold KPIs), the actual performance achievement over the KPI for the relevant Service Period;
  - 4.2.3 a summary of all failures to achieve Service Levels that occurred during that Service Period;
  - 4.2.4 details of any Critical Service Level Failures;
  - 4.2.5 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
  - 4.2.6 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
  - 4.2.7 such other details as the Buyer may reasonably require from time to time.
- 4.3 The Supplier shall provide daily real time access via a dashboard to up to date detailed management information ("**Dashboard MI**") ahead of the daily (i.e. by 8am each day) and weekly meetings. The Dashboard MI will include the following information as a minimum:
  - 4.3.1 Net Available Hours delivered;
  - 4.3.2 availability of Agents
  - 4.3.3 volume and AHT by tier, by disposition (volume & AHT)
  - 4.3.4 volume; and
  - 4.3.5 AHT.
- 4.4 The Supplier shall provide and input such quality data as the Buyer specifies to the quality hub, weekly and monthly, using such methodology for data input and presentation as the Buyer may specify.

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- 4.5 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Monthly Business Review**") on a Monthly basis. The Monthly Business Review will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Monthly Business Review shall:
  - 4.5.1 take place within the second week of the month following the issue by the Supplier of the previous month's Performance Monitoring Reports, at such location and time (within normal business hours) as the Buyer shall reasonably require;
  - 4.5.2 be attended by the Supplier's Representative and the Buyer's Representative; and
  - 4.5.3 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.
- 4.6 The minutes of the preceding Month's Monthly Business Review will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 4.7 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

**5. Satisfaction Surveys**

- 5.1 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.

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**Part C: Additional Performance Metrics**

<b>Performance Criteria</b>	<b>Indicator</b>	<b>Measure</b>	<b>Measurement Period</b>
Attrition	<p>The rate at which Agents leave the workforce over a given period of time.</p> <p>This measure applies only to Agents who were, at the time of leaving working in the live environment, and excludes any Agents who were being trained and have not yet participated in delivering any part of the Services.</p> <p>This measure includes Agents whose employment has been terminated by its employer on the grounds of failure to delivery any Services to a satisfactory standard (i.e., "forced attrition"), as well as where Agents have left for any other reason (i.e., "natural attrition").</p>	<p>The level of attrition should not be above ■ in any Measurement Period.</p> <p>The Supplier must report on natural, forced and total attrition rates broken down by the duration (tenure) of the Agents' employment with the supplier, and further broken down into the following categories:</p> <ul style="list-style-type: none"> <li>• &lt;1 month</li> <li>• 1-2 months</li> <li>• 2-3 months</li> <li>• 3-6 months</li> <li>• &gt;6 months</li> </ul>	Monthly
Outbound completed call disposition % (it is understood that Citizens may not answer call	Whilst Citizens may not answer call attempts first time, as a proportion of overall work it is reasonable to	The % of "complete" dispositions should not fall below ■% of overall attempts in the reporting period. Any days	24 hours

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attempts) – where a completed call is when an Agent has spoken to the Citizen and taken them through the journey.	assume that a % of attempts should result in a positive outcome at the close of business daily. Comparison of Supplier performance against this metric will also be undertaken.	falling below this threshold will be highlighted on the appropriate reporting for root cause analysis if appropriate.	
Outbound dialler performance	Review the performance management of the dialler across the network of suppliers.	Numbers of calls made per Service Line compared with other suppliers delivering the same Service Lines.	Monthly
Management of Call Handle Times (inbound and outbound)	Median handle times across Service Lines reviewed quarterly.	Suppliers to conduct quarterly reviews of the median handle times taken by agents across all work types (currently Trace / Contacts / ISO / IAC / inbound). Call handle times should also have the appropriate call scoring overlay applied to ensure the true handle time mid-point of calls with acceptable quality scores.  Upper and lower thresholds will be identified and will be used in a “RAG” target level to report/ highlight any areas of concern. This allows for targeted root cause analysis to be completed, where necessary, helping to identify	Review handle times daily but baseline quarterly



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		any material changes required to performance and any impacts agreed capacity plans.	
Delivery of call outcomes	Call outcomes delivered within AHT per Service Line.	The number and type of call outcomes delivered within baselined AHT thresholds compared across the supplier network.	Monthly

**Part D: Additional Performance Monitoring Metrics**

<b>Number</b>	<b>Metric Name</b>	<b>Frequency</b>
1.	Number of cases handled	Daily / Weekly /Monthly
2.	Number of cases completed	Daily / Weekly /Monthly
3.	Number of cases managed by disposition	Daily / Weekly /Monthly
4.	Number of cases managed by disposition by agent	Daily / Weekly /Monthly
5.	Number & % of cases not contacted in 24hrs	Daily / Weekly /Monthly
6.	Average number of calls until completion	Daily / Weekly /Monthly
7.	Number of stale cases	Daily / Weekly /Monthly
8.	Number of flowback cases from LA	Daily / Weekly /Monthly
9.	Average handle time of case	Daily / Weekly /Monthly
10.	Average handle time of completed case	Daily / Weekly /Monthly
11.	Average handle time by disposition	Daily / Weekly /Monthly
12.	Net available Hours actual vs target	Daily / Weekly /Monthly
13.	Utilisation of agents	Daily / Weekly /Monthly
14.	Number of cases managed per hour by agents	Daily / Weekly /Monthly
15.	% & # of Multi-skilled agents	Weekly / Monthly
16.	Sickness levels %	Weekly / Monthly
17.	Attrition levels of staffing	Weekly / Monthly
18.	Average tenure of agents	Monthly
19.	Quality scores of agents	Monthly
20.	Quality outlier and performance management of agents	Monthly
21.	Risks & issues logged (including data protection breach)	Monthly
22.	Complaint levels generated	Monthly
23.	Schedule / Resource alignment	Weekly / Monthly
24.	Resource requests / fulfilment	Weekly / Monthly

**Call-Off Schedule 14 (Service Levels)**

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

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# **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):

**"Project Manager"** the manager appointed in accordance with paragraph 5.1 of this Schedule;

## **2. SCOPE**

2.1 This schedule sets out:

2.1.1 contract management procedures; and

2.1.2 the Management Information and reporting requirements, with which the Supplier shall comply with a view to promoting a successful working relationship in relation to the provision of the Services.

2.2 The objective of this Schedule is to enable:

2.2.1 the implementation of the Services in a timely manner and in any event in accordance with the timescales required under this Agreement; and

2.2.2 The Buyer to monitor the Supplier's performance of the Services.

2.3 The contract management set out in this Schedule is intended to support the Parties in achieving, amongst other things, the objectives set out in paragraph 3.1.

## **3. CONTRACT MANAGEMENT OBJECTIVES**

3.1 The contract management structure set out in this Schedule is intended to support the Buyer and the Supplier in achieving, amongst other things, the following principles:

3.1.1 the regular monitoring of the performance of the Services in order to ensure compliance with the terms of this Agreement

3.1.2 the early identification of problems and issues in the performance of the Services so that they may be resolved in a prompt and co-operative manner;

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- 3.1.3 the discussion and resolution of issues and Disputes prior to further escalation in accordance with the Dispute Resolution Procedure;
- 3.1.4 the anticipation of potential Changes, and monitoring of Changes to be implemented so that Change is managed in a prompt and co-operative manner and in accordance with the Change Control Request Procedure; and
- 3.1.5 meeting the Buyer's Objectives during the Term.

## **4. ESCALATION**

The Parties shall escalate Disputes to (and between) the Governance Groups in accordance with the Dispute Resolution Procedure.

## **5. PROJECT MANAGEMENT**

- 5.1 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.
- 5.2 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.
- 5.3 Without prejudice to paragraph 4 below, the Parties agree to hold the meetings specified as set out in the Annex to this Schedule.

## **6. Role of the Supplier Contract Manager**

- 6.1 The Supplier's Contract Manager's shall be:
  - 6.1.1 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;
  - 6.1.2 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;
  - 6.1.3 able to cancel any delegation and recommence the position himself; and
  - 6.1.4 replaced only after the Buyer has received notification of the proposed change.
- 6.2 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.

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- 6.3 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.

## **7. CONTRACT RISK MANAGEMENT**

- 7.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 7.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
- 7.2.1 the identification and management of risks;
  - 7.2.2 the identification and management of issues;
  - 7.2.3 monitoring and controlling project plans; and
  - 7.2.4 monitoring and disclosing to the Buyer any risks allocated by the Supplier to their supply chain.
- 7.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 7.4 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.

## **8. TERMS OF REFERENCE FOR CONTRACT MANAGEMENT**

- 8.1 The Contract Management Groups, their purpose, objectives and method of operation shall include, but shall not be limited to, for the:
- 8.1.1 Daily Stand Up Call Group, as set out in Annex;
  - 8.1.2 Performance Review Group, as set out in Annex;
  - 8.1.3 Quality Review Group, as set out in Annex;
  - 8.1.4 Forecasting and Planning Group, as set out in Annex;
  - 8.1.5 Contract and Relationship Review Group, as set out Annex; and
  - 8.1.6 Quarterly Review Group, as set out in Annex.
- 8.2 Each meeting identified within the Annex will be chaired by a representative as agreed by the parties.
- 8.3 The Supplier shall be responsible for ensuring that records and minutes are kept of any meeting of a Contract Management Group in accordance with this Schedule and within five (5) Working Days of the meeting update the action log detailing actions for either the Supplier or the Buyer.

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- 8.4 The Buyer shall have the right to make such amendments to the minutes of the Contract Management Groups meetings as it may reasonably require.
- 8.5 The Parties shall ensure that their respective representatives at any meeting of the Contract Management Groups have a sufficient level or seniority, responsibility, authority and availability to allow that Contract Management Group to carry out its business.
- 8.6 The decisions taken by, actions of and any failure to act by, the Contract Management Groups shall not in any way relieve the Supplier of any of its obligations under this Agreement nor shall they constitute a Change or grounds for a Change Request or make the Buyer responsible for any additional cost or expense or create any liability on the Buyer (unless expressly agreed in writing by the Buyer at the time of, or subsequent to, such decision, action or failure to act).
- 8.7 Where a decision of a Contract Management Group requires amendment or variation to this Agreement or any documentation referred to pursuant to this Agreement, such decision of that Contract Management Group shall not be deemed to be final and binding on the Parties unless and until this Agreement or such other documentation as may be referred to under this Agreement has been amended in accordance with the relevant Change Control Request Procedure.

## **9. REPORTING**

- 9.1 The Supplier shall provide all reports as stipulated in the Statement of Requirements in accordance with the timeframes set out in this Agreement.
- 9.2 The Supplier shall provide all Management Information in accordance with the Statement of Requirements and the Service Level Agreements.

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## Annex: Meetings

The Parties agree to operate the following meetings at the locations and at the frequencies set out below (unless agreed otherwise by the Parties from time to time):

### Outbound

Name	Chair	Attendees	Frequency	Purpose	Outcomes
Daily stand up - (T&T + IAC)	████ ████	<b>UKHSA</b> Supplier Performance Quality Planning Change <b>Supplier</b> Management	Daily – 30 minutes	<ul style="list-style-type: none"> <li>•Previous day performance review of supplier data</li> <li>•AHT performance outliers</li> <li>•Dispositions logged</li> <li>•Net hours in line with plan</li> <li>•Issues / Risks / outages / readiness</li> </ul>	<ul style="list-style-type: none"> <li>•Short term issues identified and remedied (complaints)</li> <li>•Identify / agree any fluctuations / mitigants in performance</li> <li>•Ensure numbers as per plan are adhered to (NAH)</li> <li>•Feedback on any issues that have been identified</li> <li>•Visibility on daily execution of ramp plans</li> </ul>
Weekly Meeting (T&T + IAC)	████ ████	<b>UKHSA</b> Supplier Performance Quality Planning Change Commercial <b>Supplier</b> <b>management</b>	Weekly – 60 minutes	<ul style="list-style-type: none"> <li>•Review of supplier weekly data / Performance</li> <li>•Review short term trends or performance issues</li> <li>•Supplier feedback on operational performance</li> <li>•Understand if change has delivered as intended</li> <li>•Look forward to coming week – Special event etc</li> </ul>	<ul style="list-style-type: none"> <li>•If any issues are spotted raised as actions and followed up</li> <li>•Has change has landed in operation and any impact +/-</li> <li>•Ensure resources being deployed as planned</li> <li>•Feedback from front line</li> <li>•Review any risks or issues raised</li> </ul>
Monthly Business Review Meeting (T&T)	████ ████	<b>UKHSA/Supplier</b> Supplier Performance Quality Planning Change	Monthly 120 minutes	<ul style="list-style-type: none"> <li>•Rolled up view of previous months performance and performance against KPIs and SLAs</li> <li>•Understand short / medium trends</li> </ul>	<ul style="list-style-type: none"> <li>•Top down view of performance by supplier</li> <li>•Target areas or improvement or identify areas of operational best practice</li> </ul>

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		Commercial		<ul style="list-style-type: none"> <li>•Review risks or issues</li> <li>•Understand if plans were executed in line with expectations</li> <li>•Look forward at next period / Change agenda</li> </ul>	<ul style="list-style-type: none"> <li>•Ensure planned targets (AHT / NAH / Shrinkage) have been met or understand why not</li> <li>•Ensure risk have been appropriately mitigated / managed</li> <li>•Feedback on change / or improvement opportunities from suppliers</li> </ul>
Quarterly review of AHT targets.-	■■■■■ ■■■■■	<b>UKHSA</b> Performance Managers <b>Supplier</b> Management	Quarterly – 60 minutes	<ul style="list-style-type: none"> <li>•Benchmark exercise to overall AHT with quality</li> <li>•Agree revised AHT RAG targets for daily updates</li> </ul>	Agree new target AHTs for daily monitoring
Quarterly business reviews	Supplier	UKHSA Senior Directors (as appropriate) Supplier Senior Staff (as appropriate)	Quarterly - 120 minutes	<ul style="list-style-type: none"> <li>•Review of quarter's performance against SLAs/KPIs</li> <li>•Understand trends</li> <li>•Review risks or issues</li> <li>•Review continuous improvement plans and progress</li> <li>•Horizon scanning</li> <li>•Strategic forward look</li> <li>•Present Gainshare, Efficiencies and Strategic opportunities delivered</li> </ul>	<ul style="list-style-type: none"> <li>•Service is fit for purpose</li> <li>•Top down view of performance by supplier</li> <li>•Target areas or improvement or identify areas of operational best practice</li> <li>•Understand opportunities for efficiencies or enhanced process or customer journey improvements.</li> <li>•Understanding of future strategic direction and alignment between UKHSA and supplier.</li> <li>•Agree Gainshare, Efficiencies and Strategic opportunities way forward</li> <li>•QBR report for wider distribution</li> </ul>
Weekly Resource and Capacity meeting	UKHSA	UKHSA ops and capacity planners Suppliers		<ul style="list-style-type: none"> <li>•Share insight planning assumption</li> <li>•Execution of resource change</li> <li>•Levels of multi skilling</li> </ul>	<ul style="list-style-type: none"> <li>•Agreed approach to resourcing</li> <li>•Understanding of factors influencing demand</li> </ul>

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Weekly Business Review (WBR) Meeting (T&T)	■■■■■	UKHSA Financial  Commercial Supplier	Weekly – 60 minutes	<ul style="list-style-type: none"> <li>• Review of supplier monthly billing and source data</li> <li>• Supplier feedback on contractual obligations</li> <li>• Understand if change and or operational requirements (including new service lines) is contractually compliant</li> <li>• Review SL and SC</li> <li>• Review of change requests (CR) and register</li> <li>• Review and outstanding actions on Variations (VAR)</li> <li>• Consider Gainshare, Efficiencies and Strategic opportunities</li> </ul>	<ul style="list-style-type: none"> <li>• Agree actions and status from last meeting</li> <li>• Track and Review Risks &amp; Issues</li> <li>• Ensure billing in consistence with contract terms / cost per volume of hours</li> <li>• Agree outstanding CR and or VAR</li> </ul>

**Inbound and Service Hub**

Name	Chair	Attendees	Frequency	Purpose	Outcomes
Daily stand up	UKHSA	<b>UKHSA</b> Ops <b>Supplier</b> Ops	Daily – 15 minutes	<ul style="list-style-type: none"> <li>• Daily Focus</li> </ul>	<ul style="list-style-type: none"> <li>• Discuss and agree priorities for the day</li> </ul>
End of Day Review	UKHSA	<b>UKHSA</b> – Ops <b>Supplier</b> Ops Client relationship	Monday – 1 hour, Wednesday and Friday – 30 minutes	<ul style="list-style-type: none"> <li>• Monday – previous week performance review of supplier data</li> <li>• Wednesday and Friday performance review of the daily dashboard</li> </ul>	<ul style="list-style-type: none"> <li>• Any Short term issues identified and remedied</li> <li>• Identify / agree any fluctuations / mitigants in performance</li> </ul>

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Weekly MI review, Action and change requests	UKHSA	<b>UKHSA</b> Supplier Performance <b>Supplier</b> Ops Client relationship MI team	1hr	<ul style="list-style-type: none"> <li>•Review of action tracker for MI development and new requests</li> <li>•Review of current position of CRs</li> <li>•Review of project status</li> </ul>	<ul style="list-style-type: none"> <li>•Updated and prioritised actions associated with MI</li> <li>•Identify any blockers and actions to remove, options to accelerate to ensure delivery</li> </ul>
Weekly Forecast Review	UKHSA	<b>UKHSA</b> Ops Forecasting <b>Supplier</b> Ops Forecasting	Friday– 30 minutes	<ul style="list-style-type: none"> <li>•UKHSA presentation of latest forecast and requirements</li> <li>•Detailed level - intraday level</li> <li>•Open forum inviting challenge to ensure correct understanding of requirements.</li> </ul>	<ul style="list-style-type: none"> <li>•Understanding of forecast and requirements</li> </ul>
Weekly 119 Test Intraday review	UKHSA	<b>UKHSA</b> Ops forecasting <b>Supplier</b> Ops/Forecasting	Thursday - 30 minutes	<ul style="list-style-type: none"> <li>•Review Hot spots for coming week</li> </ul>	<ul style="list-style-type: none"> <li>• Actions to take to close any gaps between forecast/resource</li> </ul>
Weekly Business review WBR	UKHSA	<b>UKHSA– Finance</b> <b>UKHSA</b> <b>– Commercial Supplier</b>	Weekly 60 minutes	<ul style="list-style-type: none"> <li>•Review of supplier monthly billing and source data</li> <li>•Supplier feedback on contractual obligations</li> <li>•Understand if change and or operational requirements (including new service lines) is contractually compliant</li> <li>•Review SL and SC</li> <li>•Review of Change Requests (CR) and register</li> <li>•Review and outstanding actions on Variations (VAR)</li> <li>•Consider Gainshare, Efficiencies and Strategic opportunities</li> </ul>	<ul style="list-style-type: none"> <li>• Agree actions and status from last meeting</li> <li>• Track and Review Risks &amp; Issues</li> <li>• Ensure billing in consistence with contract terms / cost per volume of hours</li> <li>• Agree outstanding CR and or VAR</li> </ul>
MBR	Supplier	<b>UKHSA</b> Ops/Quality/C commercial/Data team	Monthly – 2 Hours	<ul style="list-style-type: none"> <li>•Review of last month's performance (KPIs)</li> </ul>	<ul style="list-style-type: none"> <li>•Top down view of performance by supplier</li> </ul>

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		<b>Supplier</b> Ops/quality/manageme nt		<ul style="list-style-type: none"> <li>•Rolled up view of previous months performance</li> <li>•Understand short / medium trends</li> <li>•Review risks or issues</li> <li>•Understand if plans were executed in line with expectations</li> <li>•Look forward at next period / Change agenda</li> </ul>	<ul style="list-style-type: none"> <li>•Target areas or improvement or identify areas of operational best practice</li> <li>•Ensure planned targets (AHT / NAH / Shrinkage) have been met or understand why not</li> <li>•Ensure risk have been appropriately mitigated / managed</li> <li>•Feedback on change / or improvement opportunities from suppliers</li> </ul>
Quarterly business reviews	Supplier	UKHSA Senior Directors (as appropriate) Supplier Senior Staff (as appropriate)	Quarterly - 90 minutes	<ul style="list-style-type: none"> <li>•Rolled up view of previous quarter's performance against KPIs and SLAs</li> <li>•Understand trends</li> <li>•Review risks or issues</li> <li>•Review continuous improvement plans and progress</li> <li>•Horizon scanning</li> <li>•Strategic forward look</li> <li>•Present Gainshare, Efficiencies and Strategic opportunities delivered</li> </ul>	<ul style="list-style-type: none"> <li>•Service is fit for purpose</li> <li>•Top down view of performance by supplier</li> <li>•Target areas or improvement or identify areas of operational best practice</li> <li>•Understand opportunities for efficiencies or enhanced process or customer journey improvements.</li> <li>•Understanding of future strategic direction and alignment between UKHSA and supplier.</li> <li>•Agree Gainshare, Efficiencies and</li> </ul>

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					Strategic opportunities way forward • QBR report for wider distribution
Strategic operations management	UKHSA	UKHSA Ops Forecasting Supplier Ops Forecasting/account/team managers	Weekly	<ul style="list-style-type: none"> <li>Weekly Performance/KPIs</li> <li>Capacity/FTE planning</li> <li>Actions for strategic objectives</li> <li>Actions for high/low</li> <li>Actions for CI* initiatives</li> </ul>	<ul style="list-style-type: none"> <li>Performance reports</li> <li>Alignment of capacity/FTE plans against forecast</li> <li>Action log</li> </ul>
Weekly Operations meetings	UKHSA	UKHSA Ops forecasting Supplier Ops/Forecasting	Weekly	<ul style="list-style-type: none"> <li>Training changes/issues</li> <li>Process/changes /issues</li> </ul>	<ul style="list-style-type: none"> <li>Actions to log</li> </ul>

**Quality and training**

Name	Chair	Attendees	Frequency	Purpose	Outcomes
Training content		UKHSA Suppliers	Weekly	<ul style="list-style-type: none"> <li>current training initiatives review</li> <li>sharing of risks / issues / opportunities</li> <li>horizon scanning</li> </ul>	<ul style="list-style-type: none"> <li>early sight of upcoming changes that require training</li> <li>pain points in terms of capacity</li> </ul>

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Training and Scripts	██████ ██████ ██████ ██████ ██████	UKHSA quality, training and Scripts and Guidance team Suppliers	Twice Weekly	<ul style="list-style-type: none"> <li>•review of change underway and planned and impact on agents</li> <li>•PHE views invited</li> <li>•Service Hub impact</li> <li>•NHSP considerations</li> </ul>	<ul style="list-style-type: none"> <li>•agreement on comms and engagement approach</li> <li>•agreement on training and briefing needs</li> <li>•impact assessments</li> </ul>
Quality and Training Review	██████ ██████	UKHSA Head Quality and Training Suppliers Director and Account Manager Head of Quality	Weekly	<ul style="list-style-type: none"> <li>•Quality and Training matters arising</li> <li>•Horizon scanning on Q&amp;T</li> <li>•Review of risks / issues</li> </ul>	<ul style="list-style-type: none"> <li>•Specific concerns addressed swiftly</li> <li>•Opportunities discussed</li> </ul>
Quality (121)	██████ ██████	UKHSA Quality Suppliers Quality Lead and Account Manager	Weekly	<ul style="list-style-type: none"> <li>•Quality matters arising</li> <li>•Review of risks / issues</li> </ul>	<ul style="list-style-type: none"> <li>•Specific concerns addressed swiftly</li> <li>•Opportunities discussed</li> </ul>
Training review (121)	██████	UKHSA Training Supplier - training lead	Weekly	<ul style="list-style-type: none"> <li>•Training matters arising</li> <li>•Review of risks / issues</li> </ul>	<ul style="list-style-type: none"> <li>•Specific concerns addressed swiftly</li> <li>•Opportunities discussed</li> </ul>
Performance Review Suppliers	██████ ██████	UKHSA Supplier Performance Quality Planning Change Supplier Management	Weekly	<ul style="list-style-type: none"> <li>•Dashboard performance review</li> <li>•Deep Dives agreed where required for hotspots</li> <li>•Training time investment reviewed</li> <li>•Sharing of best practice and opportunities pan suppliers</li> <li>•Skills base review</li> </ul>	<ul style="list-style-type: none"> <li>•Improvement activity agreed and reviewed when delivered</li> <li>•Recognition given where deserved</li> </ul>

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Project Version: v1.0

Model Version: v3.1

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

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Quality and Training Performance Review with Suppliers	■■■■■ ■■■■■	UKHSA Quality and Training Suppliers	Monthly	<ul style="list-style-type: none"> <li>•Dashboard performance review for month including trends / glidepath</li> <li>•Deep Dives outcomes reviewed</li> <li>•Training time investment</li> </ul>	<ul style="list-style-type: none"> <li>•Training plans reviewed</li> <li>•Skills base review</li> <li>•Improvement activity agreed for delivery and reviewed</li> <li>•Recognition given where deserved</li> </ul>
Quality Errors review with Suppliers	■■■■■ ■■■■■	<ul style="list-style-type: none"> <li>•DHSC</li> <li>•Suppliers</li> </ul>	Weekly	<ul style="list-style-type: none"> <li>•Review of performance and trends</li> <li>•Top 5 errors</li> <li>•Repeat offenders dealt with</li> </ul>	<ul style="list-style-type: none"> <li>•Process improvement / briefings / FAQ opportunities</li> <li>•Training needs agreed and deployed</li> </ul>
Quality and Training Call Calibration Suppliers	■■■■■ ■■■■■	Suppliers stakeholders who also attend	Monthly	<ul style="list-style-type: none"> <li>•To observe randomly selected NON scored calls</li> <li>•To discuss areas of opportunity</li> <li>•To give praise / constructive feedback</li> <li>•To provide consistency between suppliers</li> </ul>	<ul style="list-style-type: none"> <li>•Agree actions to be taken on process / agent skills and knowledge</li> </ul>
Quality and Training Call Calibration – internal exercise dip check	■■■■■ ■■■■■	•UKHSA Quality	Weekly – adhoc	<ul style="list-style-type: none"> <li>•Consistency</li> <li>•Non announced involvement</li> </ul>	<ul style="list-style-type: none"> <li>•Feedback of observations</li> <li>•Look forward to coming week – Special event etc</li> </ul>
Quality and Training Inbound calibration	■■■■■ ■■■■■	<ul style="list-style-type: none"> <li>•Supplier</li> <li>•UKHSA– Ops</li> <li>•Quality and Training</li> </ul>	Weekly	<ul style="list-style-type: none"> <li>•Random selection of calls observed</li> <li>•Monthly Meeting</li> <li>•look forward at next period / Change agenda</li> </ul>	<ul style="list-style-type: none"> <li>•Agreement on levelling-</li> </ul>

Framework Ref: RM6181

Project Version: v1.0

Model Version: v3.1

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

Call-Off Ref:

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Quality and Training Performance Review Inbound	██████ ██████	TP DHSC – Ops DHSC – Quality and Training	Weekly	<ul style="list-style-type: none"> <li>•Current content being re drawn at our request</li> </ul>	<ul style="list-style-type: none"> <li>•NEW dashboard now agreed for implementation end of September</li> <li>•NEW scorecard now agreed for implementation in October</li> </ul>
Supplier Agent Forums	██████ ██████ ██████ ██████	Suppliers	Monthly (adhoc)	<ul style="list-style-type: none"> <li>•Benchmark exercise to overall AHT with quality</li> <li>•Agree revised AHT RAG targets for daily update</li> </ul>	<ul style="list-style-type: none"> <li>•Matters arising</li> <li>•Impact of change for front line</li> <li>•Feedback on pain points</li> <li>•Opportunities</li> </ul>

**Call-Off Schedule 16 (Benchmarking)**

Call-Off Ref:

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**Call-Off Schedule 16 (Benchmarking)****1. DEFINITIONS**

1.1 In this Schedule, the following expressions shall have the following meanings:

<b>"Benchmark Review"</b>	1 a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;
<b>"Benchmarked Deliverables"</b>	2 any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;
<b>"Comparable Rates"</b>	3 the Charges for Comparable Deliverables;
<b>"Comparable Deliverables"</b>	4 deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;
<b>"Comparison Group"</b>	5 a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;
<b>"Equivalent Data"</b>	6 data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;
<b>"Good Value"</b>	7 that the Benchmarked Rates are within the Upper Quartile; and
<b>"Upper Quartile"</b>	8 in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables.



## **Call-Off Schedule 16 (Benchmarking)**

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## **2. When you should use this Schedule**

- 2.1 The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.
- 2.2 This Schedule sets to ensure the Contracts represent value for money throughout and that the Buyer may terminate the Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.
- 2.3 Amounts payable under this Schedule shall not fall with the definition of a Cost.

## **3. Benchmarking**

### **3.1 How benchmarking works**

- 3.1.1 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.
- 3.1.2 The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.
- 3.1.3 The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Commencement Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 3.1.4 The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.
- 3.1.5 The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.
- 3.1.6 Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.
- 3.1.7 The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case

**Call-Off Schedule 16 (Benchmarking)**

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the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

**3.2 Benchmarking Process**

3.2.1 The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:

- (a) a proposed cost and timetable for the Benchmark Review;
- (b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
- (c) a description of how the benchmarker will scope and identify the Comparison Group.

3.2.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.

3.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.

3.2.4 Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.

3.2.5 Once it has received the Approval of the draft plan, the benchmarker shall:

- (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:
  - (i) market intelligence;
  - (ii) the benchmarker's own data and experience;
  - (iii) relevant published information; and
  - (iv) pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;
- (b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;

**Call-Off Schedule 16 (Benchmarking)**

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- (c) using the Equivalent Data, calculate the Upper Quartile;
- (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.

3.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.

3.2.7 In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:

- (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
- (b) exchange rates;
- (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

**3.3 Benchmarking Report**

3.3.1 For the purposes of this Schedule "**Benchmarking Report**" shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;

3.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:

- (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
- (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
- (c) include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.

3.3.3 The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at

**Call-Off Schedule 16 (Benchmarking)**

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the direction of the Buyer in accordance with Clause 25  
(Changing the contract).

**Call-Off Schedule 18 (Background Checks)**

Call-Off Ref:

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# **Call-Off Schedule 18 (Background Checks)**

## **1. Scope**

The requirements set out in this Schedule shall apply in addition to any other requirements relating to the vetting of Supplier Staff or Agents set out elsewhere in the Contract.

## **2. Definitions**

**“Relevant Conviction”** means any previous or pending prosecution, conviction or caution (excluding any spent conviction under the Rehabilitation of Offenders Act 1974) relating to offences involving dishonesty, terrorism, immigration, firearms, fraud, forgery, tax evasion, offences against people (including sexual offences), driving offences, offences against property, drugs, alcohol, public order offences or any other offences relevant to Services as the Buyer may specify.

## **3. Relevant Convictions**

3.1.1 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.

3.1.2 Notwithstanding Paragraph 3.1.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):

- (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.

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

This Schedule incorporates the following documents (each attached to this Schedule), which set out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract:

- Statement of Requirements;
- Annex 1 – BAU Document;
- Annex 2 – IT Landscape Overview;
- Annex 3 – Scripts and Procedures; and
- Annex 4 – Quality Scoring Matrix.



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## **Statement of Requirements**

Contract Reference: CCCS20A15

Provision of Contact Centre Services for The Single Service Centre

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## 1. PURPOSE

- 1.1 The Buyer is seeking to establish a strategic contact centre capability to manage business as usual services or helplines and to respond to any Public Health emergency event or health incidents that are currently ongoing or arise in the future. This is being referred to as the Single Service Centre (“SSC”)

## 2. BACKGROUND TO THE BUYER

- 2.1 A new Executive Agency, the UK Health Security Agency (“UKHSA”) has been established under a single structure that will bring together Public Health England (“PHE”), NHS Test & Trace Service (“NHS T&T”), and the Joint Biosecurity Centre (“JBC”) (PHE, NHS T&T, and the JBC, together, shall be referred to as the “Health Authorities”).
- 2.2 The head of the UKHSA service directly reports into the Secretary of State DHSC, a ministerial department, supported by 15 arm’s-length bodies and several other agencies and public bodies.
- 2.3 The UKHSA will be responsible for planning, preventing, and responding to quickly to pandemics and external health threats, and providing intellectual, scientific, and operational leadership at national and local level, as well as on the global stage and to meet the need to look forward and to become better equipped to handle any current and future health incident or helplines.

## 3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- i. The UKHSA creates a single agency managing existing services (inbound and outbound) such as 119 and the National Pandemic Flu Service (NPFs) with a current focus on COVID-19, but anticipating and reacting to future challenges posed by domestic and global threats to health.
- ii. There is a requirement for a SSC that will provide the Buyer with Citizen and organisation communication capabilities for pandemic and wider health incident management. This will require the SSC to support the Buyer’s priorities which are:
  - **Prevent:** anticipate threats to health and help build the nation’s readiness, defences, and health security;
  - **Detect:** use cutting edge environmental and biological surveillance to proactively detect and monitor infectious diseases and threats to health;
  - **Analyse:** use world-class science and data analytics to assess and continually monitor threats to health, identifying how best to control and mitigate the risks;
  - **Respond:** take rapid, collaborative and effective actions nationally and locally to mitigate threats to health when they materialise;
  - **Lead:** lead strong and sustainable global, national, regional and local partnerships designed to save lives, protect the nation from public health threats, and reduce inequalities.
- iii. The Buyer requires an agile and scalable SSC which offers a multi-channel Citizen and organisation contact and information service in respect of UK health requirements which can mobilise at pace, provided by Multi –Skilled Agents, facilitating the response to any public health incident.

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- iv. The Supplier will be required to cooperate with UKHSA's internal governance structures.
- v. The SSC is an umbrella solution enabling different service requirements to be delivered
- vi. Service Lines may be added into the scope of the SSC when identified and if they fit the remit of UKHSA. Each Service Line will have its own specification setting out the required scope of works that shall be consistent with the overarching specification set out in this Statement of Requirements. Such additions will be subject to the change control process set out in the Contract. Any such additions will be classified as Additional Services, as permitted within the scope of the Public Contract Regulations 2015.

#### 4. DEFINITIONS

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

Expression or Acronym	Definition
Access Devices	The devices Agents will use to connect into the DHSC Technology Solution and contact Users, either on-premises and/or Bring Your Own Device (BYOD).
AHT or Average Handling Time	The total time to complete a transaction, including Prep Time (looking up record etc) , including handling the transaction (talk time or email response time or other) , including Hold Time and including Wrap Time
Attrition	The rate at which Agents (excluding any Agents who are being trained and have not yet participated in delivering any part of the Services) choose to leave the workforce over a given period of time once working in the live environment. It is also known as "employee turnover", or "employee churn".
Complaints Management Procedure	Means the complaints management procedure to be developed by the Buyer and provided to the Supplier.
COVID-19	Means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).
CPM	Contract Performance Manager(s)
Crisis	Means pandemics, epidemics (including, without limitation, COVID-19 and its other forms), global health emergencies including but not limited to viral outbreaks, chemical contamination or plague, notifiable infectious diseases as listed under the Health Protection (Notification) Regulations 2010, and other crisis situations.
CQC	Care Quality Commission.
CTAS	Contact Tracing and Advisory Service: a web-based platform currently used to manage the identification of contacts and provide relevant advice.
CTI	Computer Telephony Integration.
DHSC	Department of Health & Social Care
DHSC Technology Solution	The technology solution that will be used by the Supplier in the delivery of the Services.
DPIA	Data Protection Impact Assessment.

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Expression or Acronym	Definition
EDGE	The Buyer's data engineering platform into which various data feeds are consumed across the service e.g. call stats, CRM data, dependent department systems data (e.g. Home Office) on which various BI and MI solutions are implemented.
FTE	Full-time equivalent (FTE); is a unit that indicates the workload of a fulltime employed person.
GP	General Practitioners.
HMG's Baseline Security Standard	Microsoft Word - HMG Baseline Personnel Security Standard - May 2018 (publishing.service.gov.uk) as may be updated from time to time.
Hold Time	The time an Agent puts a customer on hold whilst on a call.
Institutional Settings	Means settings considered more complex where the risk of transmission is higher including but not limited to care homes, schools, universities & colleges, employers, NHS Trusts, or prisons.
Implementation Team	The team of resources, from both UKHSA and the Supplier, who will work to ensure implementation of the Services from the existing suppliers is transitioned to the Supplier into BAU.
Implementation	Means the transition of the Service from the existing suppliers to the Supplier in accordance with the Implementation Plan.
Isolation Assurance & Compliance service (IAC)	A Service Line which involves calling a sample of international travellers to check they are self-isolating and refers for enforcement if not.
IT Landscape Overview	Means an overview of the current IT landscape and the Buyer's future vision for the same, attached at Annex 2.
ITSM	Information Technology Service Management.
KPI	Key Performance Indicators.
Multi-Skilled Agent	An agents providing inbound/outbound services across multiple Service Lines.
NHSBSA	NHS Business Services Authority.
NHSE&I	NHS England and Improvement.
NHSP	NHS Professionals.
NHS Test & Trace	The end-to-end service that delivers Testing, Tracing and Containment.
NHS Trace Service	The delivery of National and Local Contact Tracing along with Citizen Engagement, Specialist Services, Testing Support and Monitoring.
NPIs	Non-Pharmaceutical Interventions.
OSL	Operating Service Level.
Operational Partners	Organisations that work closely together with NHS Trace in the pursuit of common goals or mutual benefit including but not limited to NHS Test, NHS Contain, local authorities, community support, central government, law enforcement or Health Protection Teams.

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Expression or Acronym	Definition
PEN	Penetration Test.
Prep Time	The time it takes an Agent to prepare before an inbound or outbound call.
PSTN	Public Switched Telephone Network.
Quality Scoring Matrix	Means the quality scoring matrix attached at Annex 4.
SCAS	South Central Ambulance Service.
Scripts and Procedures	Means those proforma scripts and procedures as currently used by Agents to deliver the services, as more particularly set out in Annex 3 and which may be updated from time to time.
SFTP	Secure File Transfer Protocol.
SSC	Single Service Centre.
Speech Analytics	This feature helps to analyse callers' voices and interactions to identify if there is any reason for concern and to facilitate improvements to the customer journey.
Talk Time	Time spent talking from call answer time to call completion time, excluding Hold Time.
TDA	Technical Design Authority - a cross organisational and supplier group with the remit to collectively approve key technology decisions which impact on the delivery of the Services. The group has representation from DHSC, PHE, NHSBSA, and NHSP, and will include the Supplier.
User(s)	Those different stakeholders that use the service including those that administer the service e.g. contact centre agents, Operational Partners or local tracing partnerships or those that are recipients of the service.
Utilisation	The percentage of time an Agent spends actively on calls or performing call-related work. Utilisation is expressed as a percentage calculation of the ratio of work performed (busy time) divided by Net Available Hours (Headset on) capacity.
VPN	Virtual Private Network.
WAV	Waveform Audio File Format (WAVE, or WAV).
Wrap Time	The time an Agent needs to complete any admin or other following completion of a call or email.

## 5. SERVICE REQUIREMENTS

5.1 This document sets out the Buyer's requirement for the provision of Citizen contact services through the provision of the Services. The requirement will include, without limitation, the detail set out below under the following headings:

- i. Service delivery;
- ii. People;
- iii. Facilities;
- iv. Technology.

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- 5.2 The Supplier shall provide the full suite of requirements and deliver all Service Lines assigned to it by UKHSA.

### 5.3 Service Delivery

The Buyer is outsourcing the entire delivery responsibility for the Services to the Suppliers. Each Supplier shall have “supplier enabling capabilities” in place for:

- i. **Demand & Resource Allocation** – Management of the Supplier’s workforce based on the level of demand coming into the service;
- ii. **Supplier Service Management** – A set of specialised organisational capabilities for providing value to Users in the form of service transition and service operations;
- iii. **Incident & Problem Management** – Management of any operational risks and issues, within the Supplier’s service boundary, which could disrupt delivery of the services;
- iv. **Data Management** – The Supplier shall handle data correctly and in a way that aligns with rules and regulations of the Buyer, meeting obligations as laid out in the Contract;
- v. **Service Improvement Delivery** – Ensuring the quality of the Services and delivering continuous improvement (see Section (6));
- vi. **Training & Development Delivery** – The Buyer will provide the tooling and initial ‘train the trainer’ (where appropriate). The Supplier shall be responsible for rolling out training to their wider workforce;
- vii. **MI & Reporting** – Working to clear outcome-based KPIs agreed with the Buyer to maintain a high level of Service provision in the following areas: customer experience outcomes, people support, process management and Quality (see Section 7); and
- viii. **Translation Services** – The Supplier shall provide translation services throughout operating hours so that Citizen accessibility is possible for non-native English speakers from across the globe. In addition to those languages set out in Framework Schedule 1, the Supplier shall ensure it is capable of providing the Services in the following languages: Belarusian, Bengali (IN & BD), Bulgarian, Swahili, Ukrainian, Dutch, Estonian, Filipino, Finnish, German, Marathi, Montenegrin, Norwegian, Pashto, Sindhi, Swedish, Tagalog, Tamil, Telugu, and Turkish;
- ix. **Supply Chain Management.** Appropriate selection and appointment of sub-contractors. Management of any Services or Service Lines sub-contracted; and
- x. **Key Personnel** - Appointment of key personnel in the provision of the Services ensuring quality and management of operational risks and issues.

#### Implementation

- xi. The Supplier shall be required to deliver a draft detailed implementation plan for each Service Line to the Buyer in accordance with Call-Off Schedule 13 (Implementation Plan & Testing).
- xii. The draft implementation plan shall take account of the high level process diagrams/architecture contained within the IT Landscape Overview document but be implemented according to the scope of works agreed with UKHSA.
- xiii. Staffing Ratios

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xiv. The Supplier shall implement the following staffing ratios:

- 1:15 – Team Advisor to Agent
- 1:30 – Quality Assurance Escalation Lead to Agent
- 1:100 – Contact Centre Manager to Agent
- 1:400 – Site Manager to Agent

#### Location

xv. The Supplier shall deliver the Services at a national and local level. The Supplier shall, if and to the extent required by the Buyer, provide support to Local Authorities carrying out their own tracing activities with Agents identified as being based locally to the region. Where the Supplier is specifically requested to engage Agents that are located in London to support the activities of a Local Authority, the Parties shall agree how any additional cost of engaging such Agents arising due to London Living Wage component of the Real Living Wage shall be borne between the Parties by way of the Variation Procedure. Where the Supplier is specifically requested to engage Agents that are located in London to support the activities of the Buyer, any additional cost of engaging such Agents arising due to the London Living Wage component of the Real Living Wage shall be borne by the Supplier.

#### Collaboration and Cooperation

xvi. The Supplier shall work collaboratively with the Buyer and any third party nominated by the Buyer.

#### Flexibility and Change

xvii. The Supplier shall build in and deliver flexibility and adaptability to meet the evolving needs of the Buyer's requirements for pandemic and health response. This shall include, but is not limited to:

- Rapid pace of change;
- Rapid recruitment of suitable Agents, project and change management, training and administrative teams;
- Downsizing of operations in line with Buyer requirements and forecasts;
- Ability to offer/source and equip suitable premises or homeworking;
- Provision of telephony solution for inbound and outbound calling including ACD services including call recordings and storage;
- Integration to the UK Government's CRM platform as required;
- Workflow processes and management;
- Meeting Buyer security and data protocols;
- Workforce Management tool (integrated into Buyer technology solution where required);
- Any other IT required above and beyond what the Buyer will provide;

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- Helpdesk support for Agents;
- Backoffice processing e.g. Print, post etc.;
- MI & Reporting while the Buyer technology solution is being developed.

### Management Information and Reporting

#### *Introduction*

- xviii. Management information ("**MI**") and reporting will be required across all Services. In addition, the Supplier will be expected to provide insight (behavioural, market), information and reporting from the aggregation of data that sits across platforms where requested.

#### *Reports*

- xix. The Buyer will require regular reporting (as set out in the Contract) to enable a complete view of the performance of Services over time as against the Service Levels, and the Supplier will proactively drive the development of data, MI, and insight, that can help inform the improvement of Services in the achievement of public health outcomes with greater effectiveness and efficiency in delivery.
- xx. The Supplier's reports shall ensure the Buyer has a complete view of performance across all Services under the following areas (not exhaustive and to be proactively developed by the Supplier):
- Supplier overall service effectiveness, efficiency and value for money reporting;
  - Customer record handling reports: e.g., volume flow, stock & work in progress, average handle times, by hour and by Agent transaction and outcome reporting (Service overall, Service Line, customer, channel, agent);
  - Service demand & resource scheduling reporting: Utilisation, Net hour delivery performance, ramp up, ramp down, re-balance, cross and re-skilling, resource hours by status reporting (Service overall, Service Line, channel);
  - Quality reporting: Service performance overall, Service Line, customer, Agent, agent training sessions (duration, frequency);
  - Customer impact & journey reporting: attempts and contacts, customer effort and friction, pace of Service reporting (time to attempt, connect and record outcomes), outcomes and measures of success and failure reporting (efficacy of service provision), enquiry and complaint handling;
  - People management: Agent performance results and Agent performance management reporting, workforce reporting such as cultural survey results, reward and recognition results, staff interventions and actions, clinical effectiveness of staff;
  - Process reporting: efficiency and effectiveness reporting to drive improvement agenda;
  - Risks, issues & incident reporting;

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- Change & service improvement plans: change delivery performance and evidence of outcomes with regard to the positive impact on key outcomes;
  - Systems reporting: availability, performance, planned and unplanned outages, incidents, security and standards; and
  - Compliance & conformity reporting: systems, data, licencing, training and mandatory learning.
- xxi. The Supplier shall respond to ad hoc report requests as required by the Buyer from time to time.

#### *Management Information*

- xxii. The Supplier shall provide daily MI to the Buyer in the required format no later than 0800 the following day to which the data relates (Mon – Sun, including public holidays).
- xxiii. Intra-day MI to be provided no later than 12:30 by the Supplier or 30 minutes past the hour if hourly MI is required by the Buyer.
- xxiv. The Supplier shall provide the Buyer with access to all MI through dashboards provided by the Supplier and which will be agreed with the Buyer. MI will also be provided to be ingested into the Buyer's data warehouse where requested by the Buyer.
- xxv. The Supplier shall make provision to respond to urgent data requests from the Buyer (e.g. for return on the same day).
- xxvi. In addition, the Supplier shall provide reports on the following areas:
- Identified risks and issues and measures put in place to mitigate
  - Using KPIs to identify opportunities to improve the service
  - Supplier related complaints and queries
  - MI relating to the Supplier's workforce including training and development, health & wellbeing, recruitment and resourcing, attrition, and sickness levels.
- xxvii. All information and reporting provided by the Supplier shall be collated with KPIs to assess delivery performance against each Service Level. This will be used to guide discussions with the Supplier around the current standard of Service delivery and to identify areas for improvement in a collaborative way. All KPIs to be used by Buyer in the assessment of the Service are included in Call-Off Schedule 14 of the Contract.

#### *Monitoring Tools*

- xxviii. The Supplier shall provide the Buyer to access real-time performance monitoring tools including but not limited to:
- Live calls while being handled by the Supplier's employees;
  - Service Level tracking on a daily basis to ensure quality of service;
  - Access to recorded calls;
  - Access to any working procedures relevant to the Services provided to the Buyer; and

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- Remote access to the above tools will be required by the Buyer.

#### Complaints

xxix. The Supplier is required to deliver a complaints handling service which:

- is developed in accordance with the Complaints Management Procedure; and
- is capable of meeting or exceeding the relevant Service Levels.

#### Operational checks

xxx. Every day, the Supplier shall check that:

- (i) the Services open at the start, and close at the end, of the operating hours set out in section 10 of the BAU Document (which are subject to change from time to time); and
- (ii) any voice recording systems used in the delivery of the Services is fully-functioning.

#### Net Available Hours Forecasting

xxxi. The Buyer shall hold an internal meeting once every week with a view to forecasting the number of Net Available Hours that the Buyer anticipates that the Supplier will need to deliver. During the meeting, attendees shall review a data set, presented by the Buyer's capacity planning team, in respect of relevant Service Lines. The attendees shall consider the implications of such data on the potential demand for the Service Lines, and shall accordingly formulate recommendations regarding the number of FTE and Net Available Hours that the Supplier may be expected to deliver within a certain timeframe. These recommendations shall be communicated by the Buyer to the Supplier as soon as practicable after the meeting.

### **5.4 People**

#### Ramp Up/Ramp-Down

- i. The Supplier shall work with the Buyer to deliver an appropriately-sized workforce in accordance with the demand forecast. The Supplier must scale their capacity up or down as required to meet planned and unexpected changing demand and provide appropriate levels of Service capacity.
- ii. The Supplier shall work collaboratively with the Buyer to develop innovative and intuitive resourcing and Utilisation models to ensure any new or existing Services are resourced appropriately or wound down effectively.
- iii. The Supplier shall provide a ramp-up/ramp-down plan to the Buyer in accordance with the requirements of this section.

#### Ramp-up/Ramp-down Requirements

- iv. Subject to paragraph 5.4v, the Supplier will comply with any ramp-up or ramp-down request within 14 calendar days of the request date set out in the Buyer's ramp-up request or ramp-down request (as applicable). For the avoidance of doubt, a "day 0" request given before 2pm on that day for a 1,000 FTE ramp up means all 1,000 FTE will be live and available to take calls at start of calendar day 15.

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- v. Where the Buyer's ramp-up request would necessitate the recruitment by the Supplier of additional FTE Agents:
  - (i) If the ramp-up request requires the recruitment of 1000 FTE Agents or fewer, the Supplier must fulfil the ramp-up request within 14 calendar days of the request date set out in the Buyer's ramp-up request, in accordance with paragraph 5.4iv; and
  - (ii) If the ramp-up request requires the recruitment of more than 1000 FTE Agents:
    - (A) the Supplier must:
      - (1) fulfil the ramp-up request in respect of the first 1000 FTE Agents within 14 calendar days of the request date set out in the Buyer's ramp-up request, in accordance with paragraph 5.4iv; and
      - (2) use its best endeavours to recruit and train above that number; and
    - (B) the Parties will agree a timetable for the recruitment of FTE agents beyond the period set out in 5.4iv.
- vi. The training duration for each Service Line shall be as per the scope of works agreed in respect of each Service Line.
- vii. Prior agreement with Buyer in respect of FTE ramp-up numbers.
- viii. Weekly FTE summary agreed (including increasing week-by-week FTE) – BAU process.

#### Capacity Demand

- ix. Where forecasted volume foresees an increase in demand, and a gap in current capacity is identified, then the Supplier shall, with prior written approval from the Buyer, facilitate additional resource to manage such increase volume, either through:
  - additional Agent hours (overtime);
  - the use of Multi-Skilled Agents; or
  - recruitment of additional Agents.

The Supplier shall provide details of how it facilitates such additional resource to the Buyer.
- x. The Supplier shall ensure that Multi-Skilled Agents are rotated, as agreed between the Buyer and the Supplier, between Service Lines on a sufficiently frequent basis to ensure Multi-Skilled Agents are sufficiently trained across their designated Service Lines.
- xi. Where additional resource capacity is facilitated by way of overtime the Supplier shall provide full transparency and reporting regarding and/or (where appropriate) compliance in the following areas:
  - the minimum and maximum overtime capability in a week;

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- the number of additional/overtime hours provided from the Agent resource;
- through Net Available Hours model, the Buyer will relax the weekly capped hours using the following methodology:
  - single rate hour will be delivered, in addition to the maximum weekly Net Available Hours (Headset On) requirement per FTE. This is to maximise NAH hours delivery opportunity in the immediate term;
  - Continuing to relax the weekly capped target will be at the Buyer's discretion.

#### Agents

- xii. As a minimum, all of the Supplier's Agents shall be physically based in the UK and shall have the right to work in the UK.
- xiii. All Agents shall, at the cost of the Supplier, be subject to:
  - (i) BPSS Vetting;
  - (ii) Such other pre-employment screening equivalent to BPSS Vetting and agreed to by the Buyer; or
  - (iii) To the extent agreed by the Buyer in relation to any overseas Supplier Staff, BPSS-Equivalent Vetting, before going live on any Service Line.
- xiv. In addition to the requirements of paragraph 5.4xiii above, if required the Supplier shall also ensure that, prior to going live on any Service Line relating to the NPFS National Pandemic Flu Service, each Agent shall be in receipt of either:
  - (i) an Enhanced DBS certificate (or certificate documenting equivalent vetting); or
  - (ii) a cleared Fast Track Adult & Child Barring certificate, provided that an Enhanced DBS certificate has been applied for. If the Enhanced DBS certificate has not been received within twenty eight (28) days of the Agent beginning work in the live environment, the Agent must be removed from the Service Line(s) relating to the NPFS National Pandemic Flu Service and shall only return once clearance has been obtained.
- xv. The Buyer may require additional security checks (such as Enhanced DBS) in respect of certain Service Lines.
- xvi. The Supplier shall maintain up to date records maintaining its compliance with the staff vetting procedure and the relevant checks performed and if requested make these available to the Buyer.
- xvii. The Supplier shall maintain a clear audit trail in regard of the recruitment and training of Agents.
- xviii. The Supplier shall ensure all recruited Agents have signed appropriate confidentiality provisions.

#### Recruitment and training of agents

- xix. Each Agent must receive such training prior to delivering any Service Line as is agreed between the Parties.

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- xx. Agents must be suitably trained on a continuing basis and, where relevant, pass a final assessment, in accordance with the requirements of the relevant Service Line or New Service Lines.
- xxi. The Supplier shall train staff in delivery of more than one Service Line in order to better manage Agent utilisation.

#### Homeworking

- xxii. The Supplier shall ensure that homeworking is deployed in accordance with quality standards, security requirements and the Service Levels.
- xxiii. The Supplier shall develop a "Home Working Policy" document in accordance with quality standards, security requirements and the Service Levels which shall be verified as satisfactory by the Buyer.

#### Social Value

- xxiv. The Supplier shall, and shall ensure that its subcontractors shall, commit to ensuring all directly employed Agents are paid in line with the prevailing Real Living Wage.
- xxv. Subject to paragraph 3.5 of Call-Off Schedule 5 (Pricing Details), the Supplier shall not be entitled to price increases nor to pass-through the cost of increases in the Real Living Wage to the Buyer. The Supplier's commercial model is expected to absorb the costs of any such increases.

#### Alignment of Zero/Minimum Hours Contract Positions

- xxvi. The Supplier will be transparent in reporting to Buyer all zero/min hours contracts via Direct (i.e. employees)/Sub-contractors and where such contracts are identified a "social value review" with the Buyer will be conducted.
- xxvii. Where a zero/min hours employment contract is found to be disadvantageous to the employee, the Supplier will undertake remedial action with the Buyer to improve terms within the employee contract.

#### Re enforcement of Social Values Focus

- xxviii. Supplier shall demonstrate to the Buyer how they are investing in:

- permanent staff (training)
- all staff (wellbeing)
- work/life balance
- Real Living Wage

#### Skills and Experience:

- xxix. Operational Roles

The Supplier shall ensure that it resources the following roles using individuals who possess the requisite level of experience and who demonstrate effective coaching, leadership, motivation, communication, ability to influence, negotiate, and lead by example:

- Team Leaders/Advisers – minimum 12 months contact centre experience with on target performance and successful completion of management training
- Contact Centre Manager – minimum 24 months management experience delivering team targets
- Site Manager – minimum 48 months management experience delivering team targets and evidence of continuous improvement

#### xxx. Quality Roles

The Supplier shall ensure that it resources the following roles using individuals who possess the requisite level of experience and who demonstrate effective analytical/data/excel skills to identify trends and improvement:

- Quality Analyst (QA) – minimum 12 months contact centre experience
- Quality Manager – minimum 36 months quality experience and proven insight deliverables

## 5.5 Technology

The Supplier should refer to the IT Landscape Overview to assist with understanding the requirements of the Buyer.

As per the requirements of each Service Line and its respective scope of works agreed between the Parties:

- The Supplier shall provide appropriate call centre ICT, telecoms wide area network services and infrastructure to facilitate inbound and outbound calls directed to and from the telephone numbers of the Supplier's Sites by the Buyer's telecommunication contractor. The supplier will also be required to ensure there is appropriate infrastructure in place to accept web and email enquiries.
- The Supplier shall ensure the quality of voice and email communication experienced by Citizens who make contact is no worse than that provided by the public network in terms of echo, delay, distortion, and attenuation, and speed of response.
- The Supplier shall, where necessary, fully participate in and contribute to any technical due diligence activities required by the Buyer or its telecoms contractor, prior to and after service commencement, and implement any actions required as a result of such diligence.
- The Supplier shall ensure that the IT is consistent with the ISO/IEC27001 and ISO/IEC27002, ISO 9001:2015 or any which is generally recognised as having replaced it.
- The Supplier shall ensure that it provides the Buyer with a call logger platform in line with the Buyers requirements and an integrated CRM platform which is interoperable with any of the Buyer's primary CRM. This shall enable the capture of call details and Buyer demographics as stated by the Buyer; thereby reducing the need for double capture.
- The Supplier shall ensure that all calls are recorded and stored for the duration of the Contract and otherwise in accordance with data retention requirements therein. These must be extension side recordings both internally and externally and include transfers and any supervisory assistance calls.

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- vii. The Supplier shall ensure that desktops or laptops in the contact centre shall have access disabled to any social media sites.
- viii. The SCAS team on behalf of the Buyer shall attend the telephony provider's service review monthly meetings for NPFS and shall engage with the Supplier to address any issues identified and work to mitigate them.

#### Customer Relationship Management (CRM) Requirements

- ix. The Supplier shall meet the CRM requirements set out in Annex 3 to the IT Landscape Overview.

#### Agent Interfaces

##### *Outbound Agent Interface(s) – Core Operations & IAC*

- x. Dialling capability: Unless agreed otherwise by the Parties, to deliver each Service Line the Supplier shall use dialler technology within the Supplier interface to maximise the effectiveness and utilisation of the Agent workforce. The Buyer requires the Suppliers to provide such connectivity and manage the diallers in such a way to optimise the successful outcomes.

#### Data Retention, Storage & Retrieval

- xi. All call recordings and data shall be held securely by the Supplier in accordance with the Contract.
- xii. The Supplier shall, where requested by the Buyer or otherwise required in accordance with the Contract, transfer all call recordings and data to the Buyer in a easily accessible formats (e.g. MP4 or WAV format for call recordings and Excel, CSV or Word format for data).
- xiii. The Supplier shall provide the call recordings and data to the Buyer via secure formats as required by the Buyer.
- xiv. The Supplier shall gather relevant metadata (including but not limited to) the caller's CLI, time and date stamp and shall include Agent details with any call recordings.

## **5.6 Facilities**

#### Social Distancing & Government Guidelines

- i. The Supplier must familiarise itself and the Supplier Staff with Government guidelines/rules in relation to social distancing and be prepared to implement procedures in accordance with mandatory provisions.

#### Location

All:

- i. data relating to or generated by the Services;
- ii. support and maintenance services; and
- iii. supporting infrastructure;

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shall be performed, held, based and/or hosted within the UK.

- iv. The Buyer shall be afforded clear and unrestricted access to all Sites (excluding Agent homes) used to deliver the Services, and at any time without prior written notice.
- v. All call centres shall be security controlled using either swipe card access or, where this is not present, a manned security check point in operation 24\*7. The access system shall have a recording tracking mechanism for all entry and exit movement.
- vi. Site access shall be required for the following Buyer (or its agents') staff, including but not limited to:
  - Clinical Support Workers
  - Trainers
  - Call Auditors
  - Contract & Performance Managers

## **6. CONTINUOUS IMPROVEMENT**

- 6.1 The Supplier shall demonstrate and evidence continual improvement in accordance with the requirements of the Contract.
- 6.2 Where continuous improvement realises measurable successes, the Supplier shall propose suitable adjustments to the Service Levels to reflect the Service improvement.
- 6.3 The Supplier shall capture direct feedback from Agents and other sources such as Citizens to identify "pain points" in the Service. As part of continuous improvement presented to the Buyer, the Supplier shall design and test solutions to these "pain points" in a robust and agile manner.
- 6.4 If the Buyer wishes to incorporate any improvement identified by the Supplier, such changes to the Services will be agreed in accordance with the Variation Procedure.
- 6.5 The Supplier shall provide the Buyer with the Attrition rate for each Service Line using source data.
- 6.6 The Supplier is required to have attrition rates below 5% after the first 8 weeks of service. This 5% rate excludes forced attrition, e.g. performance management or ramp-down related.
- 6.7 The Supplier shall review Attrition rates on a quarterly basis with the Buyer and shall implement reasonable changes in order to improve Attrition rates over the life of the Contract.

## **7. QUALITY**

- 7.1 The Supplier shall conduct a minimum of six (6) (in accordance with the Buyer's requirements) randomly selected quality reviews per Agent per month using the Quality Scoring Matrix. Where appropriate this should include a sample of voice and written correspondence.
- 7.2 All quality monitoring sessions that receive a score below agreed pass threshold as set out in the Quality Scoring Matrix will receive an appropriate follow-up within 24 hours.
- 7.3 The Supplier shall be responsible for the Quality Monitoring programme to :
  - i. Drive Incident Resolution (IR) and data-based business intelligence regarding barriers to IR and action plans to address;

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- ii. Confirm of quality monitoring performed and documentation regarding any fatal errors including the Agent corrective action plan.

7.4 The Buyer may request specific monitoring for periods of time such as when new product launches, training, or other key initiatives are implemented. Insight from these monitoring exercises shall be shared with Buyer.

## **8. PRICE**

Prices are detailed in Call-Off Schedule 5 (Pricing Details) of the Contract.

## **9. SERVICE LEVELS AND PERFORMANCE**

The Service Levels are set out in Call-Off Schedule 14 of the Contract.

## **10. DATA SECURITY AND DATA PROTECTION AND CONFIDENTIALITY REQUIREMENTS**

- 10.1 The Supplier shall immediately notify the Buyer if any of the consents are revoked or changed in any way which impacts on the Customer's rights or obligations in relation to such Personal Data.
- 10.2 The Supplier will work with the Buyer to complete a data impact assessment (<https://in.dh.gov.uk/how-to/manage-information/data-protection/>) to ensure the data solution employed meets the requirements of the Data Protection Regulations.
- 10.3 The Supplier shall be required to comply with NHS data security and protection toolkit and complete an online assessment, to provide assurance that they are practising good data security and that personal information is handled correctly. <https://www.dsptoolkit.nhs.uk>.
- 10.4 Personnel who are at BPSS or BPSS-Equivalent level will have access to only those documents that are deemed necessary to carry out their role and at no higher than OFFICIAL-SENSITIVE. OFFICIAL-SENSITIVE Electronic and hard copy documents must not be removed from the Buyer logical and physical office environments unless specifically an SCS level Civil Servant in at the Buyer gives explicit agreement in writing.
- 10.5 Access to Buyer operational systems in production environments must be limited to personnel accessing from within the UK
- 10.6 Privileged administrator access to Buyer production systems must be limited to UK residents with SC vetting using Buyer equipment. (Privileged administrator access includes those that have the rights to create, modify and delete, identities and access rights unless there is an agreed supervisory control).
- 10.7 Direct access to aggregated or mass customer data must be limited to UK residents with SC clearance using Buyer equipment. (Aggregated customer data refers to data pulled together from various sources/systems that contains statistical data about several individuals that has been combined to show general trends or values. Mass customer data refers to data sets containing more than 100,000 records or any data sets containing sensitive personal data as defined by the UK Data Protection Act 2018).
- 10.8 Access to development environments and developer collaboration tools is permitted using non-Buyer equipment that has been certified to Cyber Essentials Plus or similar standard agreed by the Buyer but any code developed on this equipment must be fully assured to a standard agreed by the Buyer before deployment to production
- 10.9 All development and test environments must only contain dummy test data.

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- 10.10 Development and test environments must have assured separation from the live/production systems and must not use live / production information without prior written approval from the Buyer. All production environments must undergo Buyer assurance prior to the integration of Buyer data.
- 10.11 The Supplier will at all times adhere to the data controller's most recent information security policy:
- i. encrypt personal data at rest and in transit;
  - ii. ensure the ongoing confidentiality, integrity, availability and resiliency of processing systems and services;
  - iii. ensure the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
  - iv. regularly test, assess and evaluate the effectiveness of its technical and organisational measures for ensuring the security of processing; and
  - v. only provide access to personal data and sensitive corporate data to those who have a valid business 'need to know'.
- 10.12 The Supplier will be required to implement a layered approach to physical security at its locations where personal data and/or sensitive corporate data are processed including, for example:
- i. Perimeter security
  - ii. Staffed reception
  - iii. Visitor logging
  - iv. Key card access to work areas
  - v. Locked storage
  - vi. Clear desk policy
  - vii. Locked screen policy
  - viii. Secure waste bins

### **10.13 Penetration Testing**

- i. The Supplier will provide a regular PEN test as part of the Service delivery on an annual basis (at minimum), at the Supplier's cost and share the full results with the Buyer. The Buyer shall be entitled, at its sole option, to (i) require the Supplier to reconduct any penetration testing, or (ii) conduct its own penetration testing either by itself or its authorised representative), in the event that the Buyer is not satisfied, acting reasonably with the scope or results of the Supplier's penetration testing.
- ii. Where the Supplier has recently completed a satisfactory PEN test (no more than 9 months old), this can be presented to the Buyer as a current PEN test outcome.
- iii. Where the above does not apply the Supplier will be required to complete a PEN test within 3 months of going live.

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- iv. The Supplier will need to implement all recommendations from the PEN testing and demonstrate to the Buyer the evidence of implementing them.

## **11. PAYMENT AND INVOICING**

- 11.1 The Supplier shall invoice the Buyer monthly in arrears for any Services provided.
- 11.2 The Buyer shall verify and pay each valid and undisputed invoice received within thirty (30) days of the date of a valid, complete and accurate invoice at the latest. However, the Buyer shall use its reasonable endeavours to pay such undisputed invoices sooner in accordance with any applicable government prompt payment targets.
- 11.3 The Supplier shall ensure that each invoice includes a detailed elemental breakdown of work completed and the associated costs.
- 11.4 The Supplier shall send invoices quoting a valid purchase order number to [REDACTED] [REDACTED] To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO item number (if applicable) and the details (name and telephone number) of the Supplier's contact (e.g. contract manager). Non-compliant invoices will be sent back, which may lead to a delay in payment.
- 11.5 The Supplier is required to work to a Net Available Hour model which is based on Headset-On productive time.
- 11.6 The Supplier shall notify pre-agreed pass through costs to the Buyer and invoice them separately, for example DBS costs. The Supplier shall not apply an additional fee to these or third party costs.
- 11.7 The Supplier shall comply with any improvement initiatives of the Buyer in relation to purchase-to-pay processes and systems throughout the life of the Contract.

## **12. CONTRACT MANAGEMENT**

- 12.1 The Buyer and the Supplier shall work in partnership to fulfil the objectives of the Contract.
- 12.2 The Supplier shall appoint a dedicated Contract Manager who shall be responsible for the overall management of the Contract, as a minimum the Contract Manager is required to;
  - attend weekly, monthly, quarterly contract review meetings, with support performance dashboards to track, monitor and report on progress and the Service Levels through the agreed method outlined in Call-Off Schedule 14 (Service Levels);
  - deliver a Business Continuity Disaster Recovery (BDCR) Plan 1 month post contract award & Exit Plan 3 months post contract Award and execution of the exit plan. The Contract Manager shall also ensure the BCDR Plan and Exit Plan are updated and maintained throughout the duration of the Contract.
- 12.3 The Supplier's Contract Manager shall take an active part in delivering the Implementation Plan and shall ensure any risks related to the Implementation Plan are tracked, reported and managed within a reasonable timeframe as agreed with the Buyer.
- 12.4 The Supplier's Contract Manager shall:
  - i. contribute to and follow the Contract management plan throughout the Contract Period and provide access to key staff involved with the Contract including maintaining and administering it throughout the Contract Period;

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- ii. contribute to the mitigation of identified risks and identification of new risks as soon as they become aware of them. The first point of contact for all risk and escalation will be the Buyer Contract Manager & Operational Manager;
- iii. evaluate and respond all changes to the Contract, in accordance with the Variation Procedure. Where variation or changes cause ambiguity, the Supplier and Buyer shall conduct a conformance exercise, no more than twice in a contracted year;
- iv. ensure a robust process is in place to deal with technical and system outages. Both parties shall review the downtime in the monthly business review meetings as defined in Call-Off Schedule 14 (Service Levels);
- v. ensure that its contract management team follow the Buyer's appropriate governance process when initiating change instructions, submitting payment requests in accordance with the terms of the Contract.
- vi. implement the Dispute Resolution Procedure according to the Contract and review the disputes on monthly basis within the Contract Management meetings. The Parties shall resolve the dispute in accordance with the Dispute Resolution Procedure;
- vii. ensure that monthly invoicing is correct, and all the applied charges are according to the Call-Off Schedule 5 (Pricing Details) as defined in the Contract;
- viii. ensure that monthly invoicing is correct, and all the applied charges are according to the Call-Off Schedule 5 (Pricing Details) as defined in the Contract;
- ix. conduct all the due diligence checks to stop incorrect billing before submitting an invoice to the Buyer;
- x. ensure that a full source data backup is supplied along with the invoice for all the applied cost.

12.5 The Supplier's shall appoint a Service Performance Manager who shall:

- i. act as the main point of contact for all matters relating to the performance of the Services;
- ii. evaluate performance of the Services against KPIs, risks and issues, challenges and opportunities as provided in accordance with the Call-Off Schedule 15 (Call-Off Contract Management);
- iii. proactively seek continuous improvement;
- iv. attend performance review meetings as set out in the Call-Off Schedule 15 (Call-Off Contract Management);
- v. be responsible for delivery of reports as set out in the Call-Off Schedule 15 (Call-Off Contract Management).

12.6 The Supplier shall participate in an end of contract review and "lessons learnt" workshop(s), and report all finding and observations within 3 months of Contract expiry or termination, that includes:

- i. review and report how the operational Services were delivered across the Contract;
- ii. review how successful the collaborations was between all parties involved;
- iii. what went well and areas for improvement.

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Attendance at these Contract review meetings shall be at the Supplier's cost.

## **Annex 1 – BAU Document**

This document provides Suppliers with an 'As-IS' overview of how the various Service Lines are currently structured and delivered.

The current NHS T&T Trace Service delivers contact tracing and related services to a range of User groups using a delivery supply chain which combines 3rd party contact centres operating at a national and increasingly local level.

### **1. Core Trace Services (National and Local)**

#### **1.1 Positive Case Tracing (Awarded Service Line)**

Tracing Citizens who have tested positive for a respective virus. The primary objective of making contact is to provide information on support for self-isolation, to understand the Citizen's recent movements and obtain the contact details of those they have been in close contact with. Typical activities involve:

- Outbound calls
- Information provision in line with Scripts and Procedures
- Contact data capture into structured system fields
- Referrals in line with Scripts and Procedures

#### **1.2 Contact Tracing (Awarded Service Line)**

Tracing Citizens who have been identified as a close contact or near contact of a positive case. The primary objective of making contact is to advise citizens to self-isolate, inform them of how to access a test and direct them to further support if required. Typical activities involve:

- Outbound calls
- Information provision in line with Scripts and Procedures
- Referrals in line with Scripts and Procedures

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### 1.3 Daily Contact Testing *(Additional Service Line)*

Outbound Call - Supplier receives an automated data feed with lists of people who take part in DCT and who are disputing their need to isolate.

- Agent takes outbound record and previews data, looks up testing results
- Agent calls citizen to verify data and test result
- Agent decides advise to citizen from the data if the citizen needs to isolate or not and handles the call and updates records accurately

### 1.4 Trace Inbound Enquiries Support *(Awarded Service Line)*

The Supplier shall provide support, via mailboxes hosted by the Buyer, to Citizens who contact the Trace Service regarding Isolation Advice, Isolation Payments and Contact Tracing General Enquiries via:

- Inbound Telephone (119 Test & Trace – Covid 19 Trace Route);
- Inbound Email (a selection of agreed email addresses that may change from time to time);
- Via the Digital Helper route and the web form to make contacts with further enquiries.
- Any escalations from this inbound route are directed to the Buyer's Knowledge Hub Support team as per the agreed escalation process and methods.

### 1.5 Complex Setting Contact Tracing: *(Awarded Service Line)*

- i. Tracing Citizens who have tested positive in complex settings e.g. Prison, care home.
- ii. Taxi/Military/Workplace Follow Up – Outbound - Contacting these more complex settings where there have been confirmed cases and the case cannot identify the contacts. The Service Hub agents contact these settings/businesses to trace the correct managers/owners to find all the available contacts of a case, identify them and then pass the information to the core contact tracing team.
  - Records are provided to supplier in an agreed format and supplier needs to receive data in an agreed tool (CRM or other) to manage handling the data.

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- Supplier makes outbound calls to these settings to identify the contacts and add their information to the database so that the Core team can contact them for isolation advice.

Local Authority Helpdesk & Complex Settings Helpdesk This service provides a direct line to Local Authorities where they can verify isolation dates for citizen and confirm if they are eligible for isolation payments or other assistance and handles calls relating to complex settings such as workplaces, schools, taxis and others can pro-actively call us and advise if they have had positive cases and to provide contacts of these cases if the case cannot identify this.

Police - Email Service to support police, via mailboxes hosted by the Buyer, with Citizen Information on confirming isolation requirements and legal compliance, so police have the information they need for enforcement where required.

## 2. International Services

### 2.1 The Managed Quarantine Service of International Arrivals (also 'Red Route' or 'MQS')

*(Awarded Service Line)*

- i) Only this element of the International Service as described below is part of the Service Hub.
- ii) This Supplier will be expected to work with hotels and security providers at hotels. It provides a daily service to hotels to ensure the complete management of people who are required to quarantine following the arrival from countries on the Red list to ensure correct isolation and testing. This includes specifically (but is not limited to) a requirement to carry out the following activities:
  - Outbound Calling: Daily calls to all participating hotels to ensure that passengers are isolating, that tests are being completed for the passengers at the agreed dates and to confirm who must further isolate and who can stop isolating
    - (a) Call out daily to provide them with expected lists of day 1 arrivals
    - (b) Call out daily to check on all day 2 and 8 tests to be completed
    - (c) Call on day 10 and confirm departures or isolation extension
    - (d) Ensure full compliance by hotels and security services

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- Administration: Reporting and tracking the dates which passengers need to take tests, reminders for these to be taken and ensuring they are continuing with isolation

## 2.2 International Arrival Isolation Assurance Compliance service ("IAC") (also 'Amber')

*(Awarded Service Line) (same service line as 3.2)*

This Supplier will be expected to call persons who have arrived from other countries to England (each an "Amber International Arrival") on day 2 of that individual Amber International Arrival's 10-day self-isolation period (following their arrival in England) to ensure correct isolation and testing, in line with Government policy, and the Authority's strategy, as updated from time to time. This includes specifically (but is not limited to) a requirement to carry out outbound calling activities, including a call on day 2 to ensure that Amber International Arrivals understand coronavirus symptoms, ensure that they understand the importance of the 10 days self-isolation requirement and are isolating, and identifying those individuals that the Supplier reasonably believes are not compliant and flagging this as a 'case for concern' for referral back to the Home Office Triage Point.

## 3. **Isolation Services**

### 3.1 Isolation Follow Up *(Awarded Service Line)*

Contacting those (Positive cases, Contacts) who have been asked to self-isolate to remind them of the importance of self-isolation and check they are complying with the rules. Typical activities include:

- Outbound call
- Information provision in line with Scripts and Procedures
- Referrals in line with Scripts and Procedures

### 3.2 Isolation Assurance & Compliance *(Awarded Service Line) (Same as Service Line 2.2)*

Service which calls international travellers to check they are self-isolating and reports for enforcement if not. Typical activities include:

- Outbound calls

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- Information provision in line with Scripts and Procedures
- Referrals in line with Scripts and Procedures

3.3 Self-Isolation Support *(Additional Service Line)*

Support provided by local teams to those self-isolating in the form of food deliveries, delivery of prescriptions etc.

3.4 PCR Rescinds *(Awarded Service Line)*

Outbound Call - Supplier will receive a list of records of Citizens who no longer need to isolate and call to advise them.

**4. International Services**

4.1 International Travel Follow up *(Awarded Service Line) (Same as Service Line 2.2)*

The Supplier will call UK and non-UK passengers arriving in England to remind them of the actions they are required to take (e.g. to quarantine, take tests and to check the guidance provided on the gov.uk website) in line with Government policy as updated from time to time. Where a passenger is suspected to be non-compliant or has not answered a phone call after three (3) attempts, the Supplier will escalate the case to the Enhanced Compliance team for further action or take such other action in line with the Buyer relevant policies as updated from time to time.

4.2 International Contact Tracing *(Additional Service Line)*

The Supplier shall conduct data collection on places a passenger has visited in the backward period, three (3) to (7) days before symptom onset, helping to break chains of transmission more effectively.

4.3 Managed Quarantine Service *(Awarded Service Line)*

The Managed Quarantine Service ensures that arrivals from relevant countries (e.g. "Red list" countries currently) are isolating in quarantine hotels and adhering to quarantine rules. The Suppliers shall contact security staff at each hotel daily to confirm daily arrivals and departures (expected and unexpected) and whether arrivals have taken Day 2 or Day 8 tests.

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#### 4.4 International Translation Services *(Additional Service Line)*

The Supplier shall provide a translation service to support the Buyer's enforcement activities undertaken by third party field agents to ensure quarantine compliance for non-exempt passengers returning from relevant countries (e.g. "Amber list" countries currently).

Where occupants of a quarantine location are unable to communicate in English, the field agent will contact the Supplier and the Supplier will provide, via telephone, an appropriately qualified translator to facilitate a three-way conversation (on speaker phone) between the field agent, the occupant of the quarantine location and the translator.

For the avoidance of doubt, neither the translator nor any of the Suppliers' agents will be required to record the compliance checks or the outcomes of the visit, which will remain the responsibility of the field agent.

### 5. **Targeted Services**

#### 5.1 Backwards Contact Tracing *(Additional Service Line)*

Involves data collection on places a case has visited in the backward period, 3 to 7 days before symptom onset, helping to break chains of transmission more effectively.

#### 5.2 Venue Tracing *(Awarded Service Line)*

Tracing citizens who have attended venues which have had 2 or more positive cases in a 24-hour period. This service incorporates the QR codes (customers scan a QR code upon arrival in a venue) and Customer Logs (customers sign into a manual log upon arrival in a venue) initiatives.

#### 5.3 Setting Risk Assessment *(Additional Service Line)*

Risk Assessment for settings that have had an outbreak to identify key risks and mitigation plan. This work is led by Public Health England's Health Protection Teams.

### 6. **Test Support**

#### 6.1 Test Enquiries *(Awarded Service Line)*

Responding to simple and common citizen enquiries about the end-to-end NHS Test & Trace journey (e.g. virus symptoms, testing locations, self-isolation requirements, self-isolation payment support). Directing citizens to available online resources (e.g., T&T website, online test booking portal).

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## 6.2 Test Bookings *(Awarded Service Line)*

Test booking through 119 for users and specialist settings:

### i) Tier 1

The main inbound route for citizens for all UK Covid related enquiries including for example:

- Initial Grad Bay and new start support;
- a helpline service including assisted digital;
- supporting Citizens with booking PCR tests, registering test results and/or chasing test results;
- reporting results from LFT tests, providing guidance to the citizens including where they can obtain fresh LFTs;
- organizing couriers to collect PCR tests from Citizens' homes to take to test centres; and
- guidance for those going in to hospital or on holiday.

The above, and following list, are also provided in the Welsh language to Welsh speaking citizens. Through the Welsh language, and in accordance with the most up-to-date guidelines for Wales. Agents also assist with English speaking callers that have selected the incorrect option.

Welsh language services:

- Booking Tests
- Confirming Results
- Symptom Advice
- Isolation Guidance

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ii) Tier 2

Tier 2 is to be accessed by Tier 1 Agents to be able to access further information such as:

- Site IDs for PCR sites or LFT sites;
- details of registration checks for barcodes (checking that the telephone number and email is correct);
- general advice to Tier 1 agents regarding calls or FAQ guidance

Results lookup:

- Any delayed results from normal PCR/LFT and International Travel checks - only assist with care homes or any;
- other tests if actual citizens is on the line;
- Non-digital result checks
- People calling back from voicemails left regarding outbound teams or results (Email delayed results on infinity)

iii) Case Management Team

First point of escalation for Tier 1 complaints, data breaches and investigations, such as:

- Complaints (for Citizens who prefer to raise their complain formally);
- Data breaches;
- Outbound (results of investigations).

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iv) Specialist

Support to critical, vulnerable groups and organisations:

- Bespoke Outbound campaigns (a request for such a campaign shall be dealt with, and agreed, by way of a Variation using the Variation Procedure)
- Care Homes
- GP's
- Prisons
- Extra Care/Supported Living
- Schools (All calls that regard bulk registering of tests PCR/Rapids LFDs)
- Hospices
- Adult Day Care Centres
- Independent Health Providers
- Quarantine Hotels (Speak with Security and Staff only)
- Public Sector Organisations
- Satellite Testing Centres (Booking Couriers)

\*Please remember that specialist do not speak to the Citizens, only staff members from the organisations above - Individual LFD tests can be reported by 119

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v) Elective Care

Support all elements of the testing programme in place for Citizens with forthcoming hospital procedures.

- PCR testing support for Citizens
- End to end process support:
  - (a) Test registration
  - (b) Identification of priority post boxes
  - (c) Guidance on when to seek NHS Trust/hospital support
- Arrangement of couriers for the collection of completed test kits
- Assist with registering tests sent by hospital & arrange couriers

\*If a hospital has advised to call 119 to book a test prior to going in for treatment, advising the Citizen that they must speak to the hospital to arrange.

If you can take the hospital's name, area and the department (eg eye clinic) and pass this information on to the elective care team once you have finished your call who will log this.

Mass Testing Results & Evidence - Outbound contact by NHS Trace to distribute mass testing results and evidence to Citizens.

## 7. Common Services – Citizen

### 7.1 Enquiry, Complaints & Disputes (*Awarded Service Line*)

Service for Citizens, via mailboxes hosted by the Buyer, to raise enquiries, complaints and disputes regarding the need to self-isolate or outcomes received. Providing support to Citizens who contact the Trace Service regarding Isolation Advice, Isolation Payments and Contact Tracing General Enquiries via:

- Inbound Telephone (119 Test & Trace – Covid 19 Trace Route)

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- Inbound Email (a selection of agreed email addresses that may change from time to time)
- Via the Digital Helper route and the web form to make contacts with further enquiries

## 7.2 Escalate Cases

Escalating cases to appropriate teams if the risk assessment shows that additional support is needed to progress the case (e.g. a local outbreak, vulnerable individual or unable to contact an individual).

## 7.3 Public Survey (*Awarded Service Line*)

Public outreach and surveys to Citizens for feedback on NHS Trace.

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7.4 SMS Pushing Services *(Additional Service Line)*

Issuing SMS text messages to Citizens as part of processes where Citizens need to be updated via SMS.

7.5 119 Services *(Awarded Service Line)*

Voice, web and email services in respect of the following services of the Buyer:

- test bookings and enquiries;
- trace enquiries;
- BSL/Be My Eyes and Tier 2 Specialist;
- Satellite and Elective Care;
- Complaints Escalation (Case Management Team);
- Welsh Line;
- IANTO;
- Moonshot Dialler;
- Satellite Dialler; and
- Lighthouse Dialler.

**8. Common Services (Operational Partner Facing)**

8.1 Operational Partner Support *(Awarded Service Line)*

Service Desk for operational partners to contact NHS Trace (e.g. technical and non-technical queries).

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## 8.2 Institutional Setting Support *(Awarded Service Line)*

Service Desk for institutional settings to contact NHS Trace (e.g. technical and non-technical queries).

## 8.3 Local Partnerships *(Additional Service Line)*

Managing the relationships with NHS Trace Local Partnerships on a day-to-day basis (e.g. for any technical and non-technical assistance/queries).

## 9. National Pandemic Flu Service ("NPFS") *(Additional Service Line)*

The Supplier shall provide inbound call services to support the Buyer's NPFS. These services will involve the Agent following, and inputting into based on the caller's responses, an on-screen algorithm as part of a triage process, the outcome of which may involve the Agent being prompted to relay certain self-care advice to the caller or refer the caller on to NHS111, their GP, the Clinical Hunt Group or 999, at which point the Agent shall introduce the caller and provide details of their symptoms before releasing the call.

## 10. Operating hours by Service Line

Test & Trace Services	Operating Hours
Positive Case Tracing	08:00 to 20:00 (7 days a week)
Contact Tracing	08:00 to 20:00 (7 days a week)
Isolation Follow Up	08:00 to 20:00 (7 days a week)
Isolation Assurance & Compliance	08.00 to 20.00 (7 days a week)
Complex Setting contact tracing	08:00 to 20:00 (7 days a week)
Service Hub	08:00 to 20:00 (7 days a week)
119 Service	07.00 to 23.00 (7 days a week)
NPFS 'Core'	07.00 to 23.00 (7 days a week)
NPFS 'Extended'	24 hours (7 days a week)

Table above illustrates current core service hours but subject to future requirements the core service hours may be subject to change

The Supplier shall be required to provide call centre provision between the following operating hours:

Inbound services are covered within the 07:00 to 23:00 and Outbound services fall within 08:00 to 20:00, Monday to Sunday, including all bank holidays.

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## **Annex 2 – IT Landscape Overview**

### **1. IT Overview and Requirements**

- 1.1 The Buyer intends to introduce its own technology solution to enable the Services. The Supplier shall, where required by the Buyer, use the Buyer's technology solution to deliver the Service Lines specified. The Buyer expects, in the future, to provide the CRM platform alongside a telephony provision via AWS Connect however the Buyer's technology solution is not ready and therefore the Supplier is required to provision technology, including automation and digital solutions, to interface into the Buyer's operating platform and also support the integration exercise between the Supplier's platform and Buyer's platform.
- 1.2 The Buyer will provide the test booking and contact tracing system. The Buyer's technology solution will contain the following key components:
  - Salesforce Platform: the CRM component
  - Amazon Connect: the telephony component
- 1.3 Any new Supplier may also be expected to transition into current tech provided by incumbent prime Trace Service Supplier for an interim period.
- 1.4 The Supplier shall integrate into the Buyer's chosen third party application and shall adhere to the security standards as set by the Buyer CISO for system authentication and login (the use of multi-factor authentication is expected).
- 1.5 The Supplier shall integrate into the Buyer's Salesforce CRM, when and where appropriate.
- 1.6 The Supplier shall provide any support technology required to integrate into and complement the Buyer technology solution. This will include providing a Workforce Management tool and ensuring a minimum specification of hardware is used by Agents to enable connectivity. Detailed requirements including minimum spec will be provided by the Buyer.
- 1.7 The Supplier shall be responsible for the management of updates, patches and release for technology within their scope. It is expected that the Supplier shall provide notice to the Buyer of any activity associated with this.
- 1.8 The Supplier shall be required to bring their own Workforce Management (WFM) tool as well as a minimum spec of hardware. The WFM tool shall be used by the Supplier to achieve and maintain suitable operational efficiency by ensuring that the right number of Agents are available to meet demand.
- 1.9 To understand planned Full Time Equivalent employee (FTE) and net available hours (headset on), the Supplier's WFM tool shall provide a pre-defined data feed to the Buyer.
- 1.10 The Buyer shall ensure that operational management of the service is in place for the incoming Supplier.
- 1.11 The Supplier must submit technical designs and solutions including its proposed security measures in accordance with the security requirements set out in the contract prior to the agreed service go live milestone for the approval of the Technical Design Authority (TDA). The Supplier's services will only be accepted as ready to go live once approval from the TDA is received. Any subsequent changes or variations to the Supplier's designs or security protocols must be approved by TDA prior to being implemented in the live service.

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- 1.12 The Supplier shall be responsible for integration activity. Integration requirements will be provided by the Buyer. Once integrated, the Supplier shall manage the starter/leaver/mover process for user accounts in accordance with the process to be supplied by the Buyer.

## 2. IT Service Management (ITSM)

- 2.1 The Supplier shall provide their own ITSM tool to handle Level 0 incidents, and the Supplier shall be required to escalate incidents into the Buyer's IT Service Management model.
- 2.2 The Supplier shall be required to provide access management including password reset etc.
- 2.3 The Supplier shall have a reasonable level of autonomy over their processes however will be required to align their processes with those of the Buyer. The Supplier shall be required to join up activities in service management, including matching incident levels, escalation points, and highlighting risk situations.

## 3. Agent Interface

The current configurations for Core Trace, 119 Inbound services, and certain aspects of the Service Hub, are simple 'agent interfaces'. IAC is delivered through ITS. Please refer to the slide deck at Annex 1 below.

## 4. Further details

For further details regarding the Buyer's requirements, please refer to the following documents:

Annex	Document Title	Description
2	Basic Outbound workflow	Explains the different stages of the outbound calls and the required data needed to be collected from each outcome of these calls.
3	SCC Tooling Required	Explains that the Supplier may be required to implement and maintain a CRM system (a simple database for call centre agents to capture data) as instructed by the Authority. It details some examples of what these data requirements may look like.
4	Call List – Contacts and Cases	Both detail the field names associated with the description that comes through with each contact.
5	Isolation Follow Up	
6	Synergy to CTAS	Details what will be assigned as a reject outcome in CTAS and what is assigned as an agent assigned outcome.

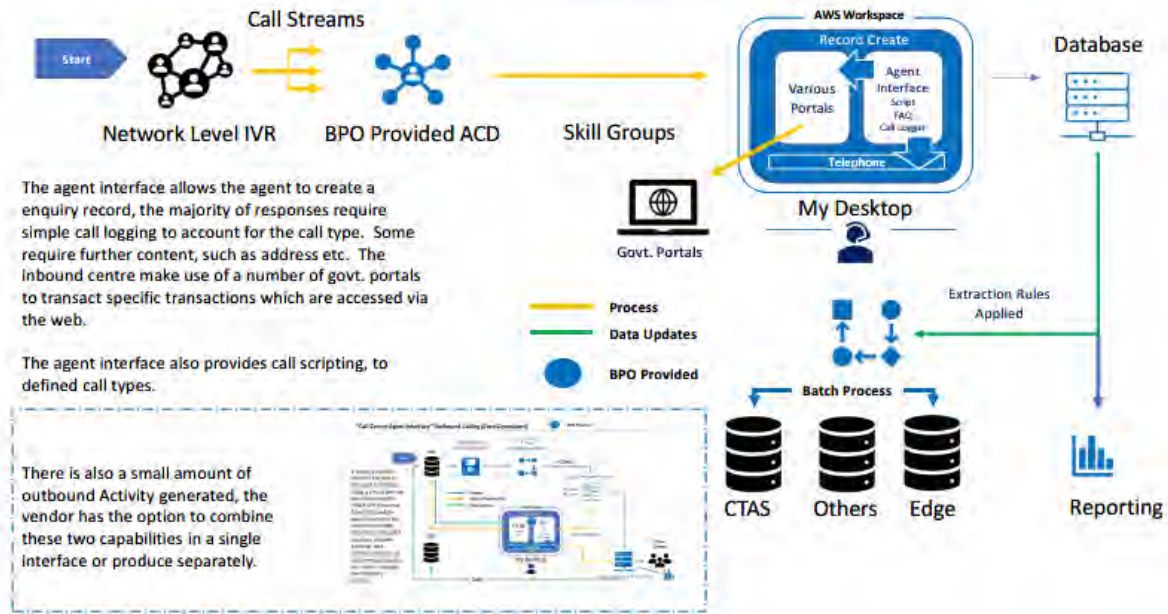
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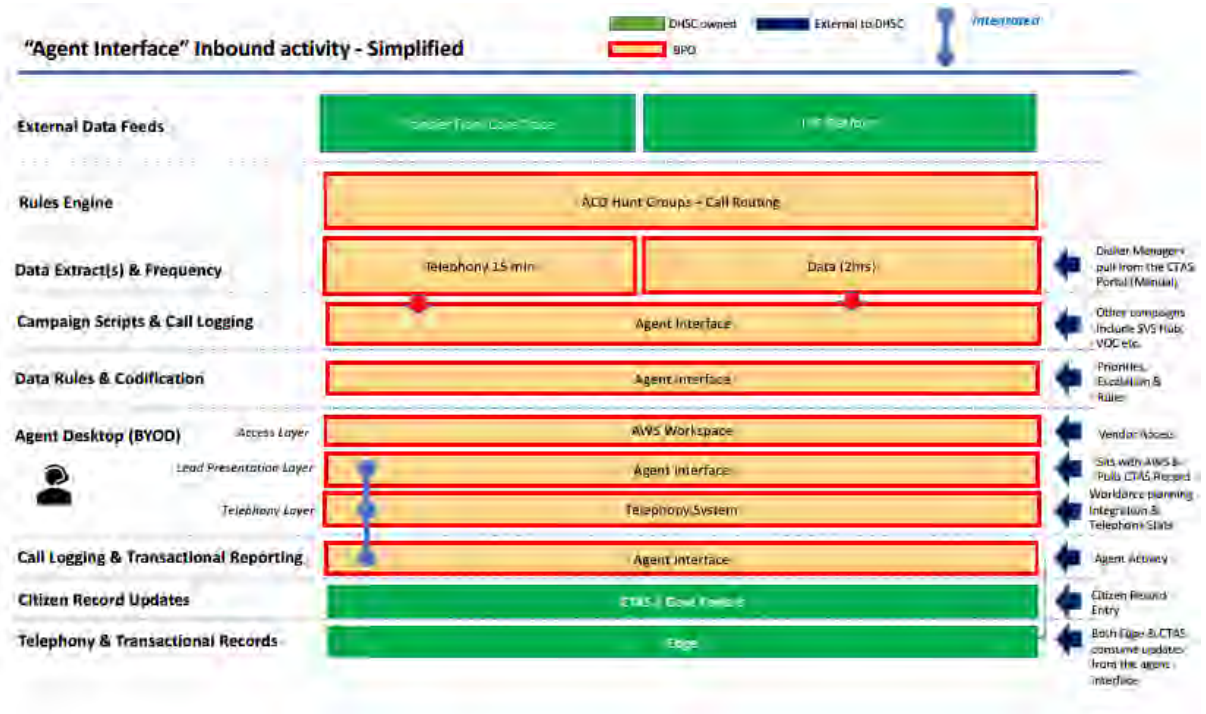




### "Call Centre Agent Interface" Inbound Contacts (119)



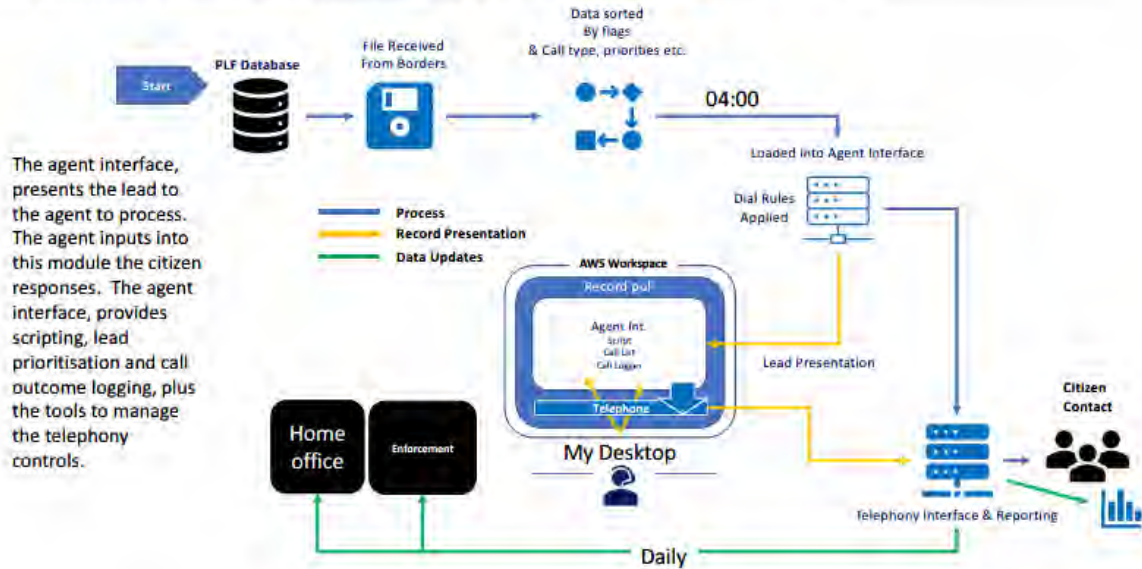
### "Agent Interface" Inbound activity - Simplified



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### "Call Centre Agent Interface" Outbound Calling (IAC Operations)

BPO Provided



### "Agent Interface" IAC- Simplified

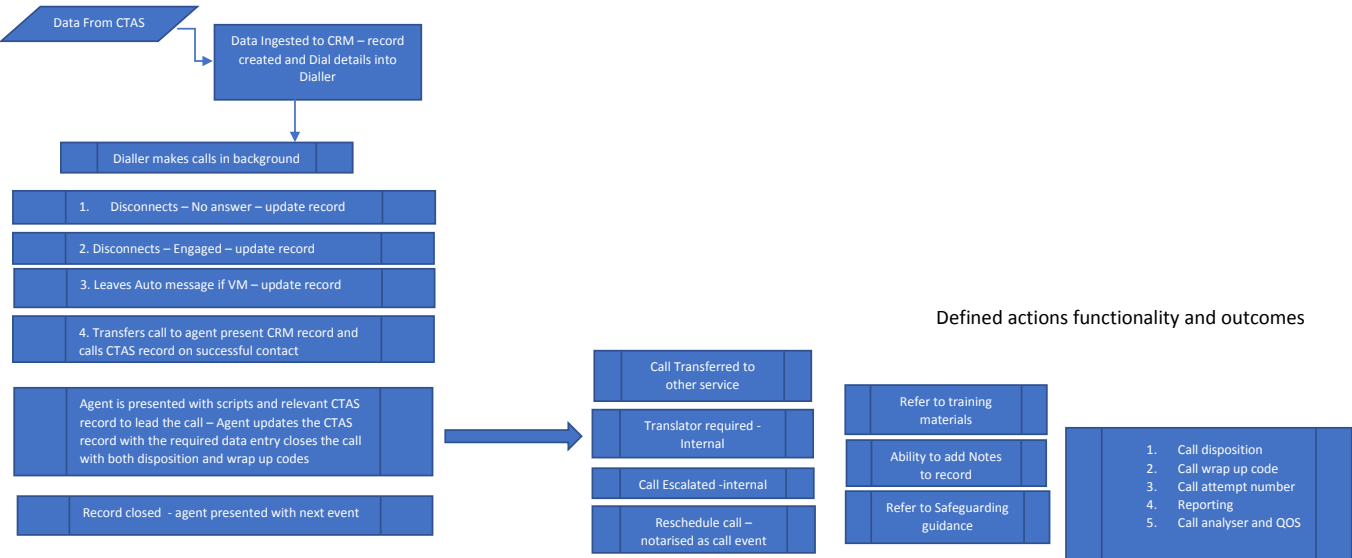
DHSE-owned
External to DHSC
Integrated  
BPO



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Annex 2 – Basic Outbound workflow

Basic Workflow for Outbound calls – Base requirements and functionality – Min outputs as an MVP



- 1. CTAS file samples and files schemas provided
- 2. Call disposition codes provided
- 3. Call wrap up codes provided
- 4. Call attempts required for policy changes
- 5. Integrations to other Test & Trace services provided – warm transfers required
- 6. Internal escalations to be provisioned by supplier – Translator – Agent safeguarding - training etc
- 7. Daily summary reporting templates provided
- 8. Suppliers are expected to record and provide QOS analysis on agent standards and performance

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**Annex 3 – SCC Tooling Required****Core Trace Customer Relationship Management (CRM) Requirements, Telephony and Dialler**

- 1.31 The Supplier will be required to implement and maintain a CRM system (a simple database for call centre agents to capture data) as instructed by the Buyer.
- 1.32 The Supplier will work with the Buyer to identify the requirements for the CRM/call logger to deliver the individual requirements of each Service Line. The requirements set out below are estimated to be in line with the requirements expected. The list below is not exhaustive, and the actual CRM requirements will be agreed between the Parties in the scope of works for each Service Line.

Requirement	Notes:
Security	<p>Token based access control and/or multi-layer security in line with the Buyer's requirements</p> <p>Regular PEN testing, as a minimum of once per year.</p> <p>Individual logins for each user with traceability (who logged in, when and what they accessed)</p> <p>Role based access control allowing only supervisors/Database Administrators to access or report on historical encounter data</p> <p>Access to application shall adhere to the security standards as set by the Buyer CISO for system authentication and login (the use of multi-factor authentication should be expected)</p>
File structures	Data will be provisioned securely via CSV file formats and retrieved by the Supplier from CTAS to populate diallers or CRM tools for agents use to record interactions with citizens through the services.
File structure	<p>Data held in a separate logically partitioned file store (so it can be archived and or deleted)</p> <p>Agreed file structure allowing data to be mined by reporting tools</p> <p>Sequential unique encounter ID</p>
Demographics capture	<p>First Name &amp; Surname</p> <p>DoB</p>

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	<p>Address</p> <p>Gender</p> <p>Current location required for ambulance dispatch via 999</p> <p>Contact number(s)</p> <p>Accessibility requirements (interpreter, BSL etc.)</p> <p>Opt-out preference</p>
Address look up functionality	Post code look up allowing auto population of address information to avoid spelling errors
Use of diallers with CRM	<p>Suppliers will be expected to provision and use diallers as part of the services provided. The functionality expected is to include the following:</p> <ol style="list-style-type: none"> <li>1. Dialler must recognise invalid numbers and auto-update citizen record</li> <li>2. Dialler hang up on engaged tone and auto-update the citizen record</li> <li>3. Dialler hang up if no answer and auto-update the citizen record</li> <li>4. Dialler leave automated VM if diverted to voicemail – auto-update the citizen record</li> <li>5. Dialler if successful have the ability to transfer the call along with the CRM record to agent to complete the task.</li> <li>6. The CRM must be able to time each event and not just the voice element</li> <li>7. CRM must know number of attempts have taken place and follow rules as agreed with contracting authority</li> <li>8. The CRM record should be able to hold relevant scripts for the agent to use and present to the Agent the corresponding CTAS record for the Agent to complete the task</li> <li>9. The CRM tool should not be limited or restricted by volumes or size of scripts e.g. must hold standard compliance information that may not relate to the service (UK GDPR).</li> <li>10. The CRM must make changing scripts easy through the use of a CMS system</li> <li>11. The CRM should allow an agent to escalate a case or event to supporting managers</li> </ol>

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	<p>12. The CRM must allow managers to unassign cases from agents and reassigned to alternative resources</p> <p>13. The CRM must be able to escalate contacts to cases and refer 'up' to supporting service functions</p> <p>14. The CRM must allow for agent to add notes to an event record</p> <p>15. The CRM must allow for an agent to reschedule for a call back and this must be reflected in the dialler</p> <p>16. The CRM must not lock records</p> <p>17. The CRM must provide adequate management information for service management</p> <p>18. The CRM must log all case interactions</p> <p>19. The CRM and Voice recording must be 'stitched' at source to enable QOS reviews and complaint investigations as well agent performance reviews</p> <p>20. CRM and Dialler tooling must be able to generate end activity summaries as agreed by relevant parties and be able to cumulatively track services and related agent performance as prescribed by the reporting functions</p> <p>21. The CRM must have links for safeguarding purposes</p> <p>22. The CRM must have links to FAQs</p> <p>23. The CRM must have links to training materials</p> <p>24. The supplier must be in a position to support and manage both the CRM and Dialler/telephony, to fully support and manage all aspects of the service</p> <p>25. Suppliers must be able to build queues for agents</p> <p>26. Suppliers must record call events and be able to retrieve those requested by the contracting authority</p> <p>27. Suppliers must provide translation services</p> <p>28. Suppliers must be able to provide safeguarding for their agents</p> <p>29. Suppliers must be able to retrospectively report on all events</p> <p>30. The CRM must detail the entire Citizen journey and time each event, from the first point of entry into the CRM system (i.e. a positive COVID-19 test) to closure of the case, and not just the voice element.</p> <p>This list is not exhaustive.</p>
CTI information	<p>Callers number</p> <p>DNIS</p> <p>Voice recording ID</p> <p>Inbound call ID</p>

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	<p>Call attempts made</p> <p>Reschedule calls</p>
Call Outcome details	<p>Call terminated reason (if call terminated before a disposition is reached)</p> <p>Presented symptom (we may want a simple drop down list as opposed to free text)</p> <p>Disposition reached</p> <p>Care advice given</p> <p>Any FAQ information given</p>
A free text notes field	
Spell checker	
The ability to launch on-line from within the CRM	
The ability to launch google maps or equivalent to ascertain an address	
Ability to activate a link to designated Authority authorised sites	
<p><b>Call analytics and QOS Services</b> – sentiment analysis and agent performance monitoring will be required from the suppliers to assure quality and accuracy of service and agent performance – this is required where suppliers are provisioning telephony services</p>	

1.33 As referenced above, the CRM system needs to be able to record the outcome of calls. Below is an example of current outcome codes for Core Trace. This example is an indicative example of the level of outcome codes for Service Lines although there is some variation between Service Lines.

1.34 Below is an example of current scripting for Index case calls within Core Trace.



2021-08-16\_Case  
Script\_v17.0 .pdf

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- 1.35 The Supplier will need the ability to create reports in CSV and PDF format but with the ability to set restrictions as required by the Buyer from time to time as to where they can be sent and who can access them.

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## Annex 4 – Call List – Contacts and Cases

## Call List - Contacts and Cases

Field Name	Type	Nullable?	Description	Example Value
account_id	alphanumeric	N	Unique Trace id for individual	za9170f2
full_name	alphanumeric with space	N	Individual's full name	██████████
phone	numeric	Y (at least one of phone and backup_landline supplied)	Individual's primary phone number. Typically their mobile	██████████
backup_landline	numeric	Y	Individual's secondary phone number. Typically their house number	██████████
dead	boolean	N	Indicator if deceased.	true, false
under_18	boolean	N	Indicator if under 18. This will always be false for the extract. Only adults are included.	true, false
high_risk	boolean	N	Indicator if high risk	true, false
category	alphanumeric with space	N	Indicator if case or contact	contact_with_confirmed, positive_test
created_at	datetime	N	Export time	2021-06-29 05:30:38 +0100
call_group	numeric	N	The call group this is directed to. This can be 2 or 3	3
priority	numeric	N	Weighting to determine priority (15 default, 25 high risk)	25
invited	boolean	N		true, false
call_centre_outcome	alphanumeric with space	Y	Outcome of call	Completed Call, Case disputes result etc.
tag	alphanumeric with space	N	Indicator of which local authority the episode is associated with.	HammersmithFulham_PR, LeicestershireAndRut land etc.
priority_group	alphanumeric with space	Y	Grouping to help prioritise records	suspected_voc - Whether record is in postcode area with variant of concern  international_traveller_green - International travel from green country  international_traveller_amber - International travel from amber country  international_traveller_red - International travel from red country  international_traveller - general
rescind	boolean	Y	Indicator if rescinded.	true, false
local_first	boolean	N	Indicator if the person is going to call centre and then being sent to local authority. This is used to instruct Synergy to return an episode within 24 hours to the individual is sent to the LA quicker.	true, false
postcode_area	alphanumeric with space	N	This is only populated for isolation follow-up extract.	

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## Annex 5 – Isolation Follow Up

# Isolation Follow-up

## Isolation Follow-up Extract

The format of the isolation follow-up extract matches the extract sent to Synergy for trace calls and contacts hence why flags like dead, under\_18 are included when isolation follow-up will only take place for adults.

Field Name	Type	Nullable?	Description	Example Value
account_id	alphanumeric	N	Unique Trace id for individual	██████
full_name	alphabetic with space	N	Individual's full name	██████████
phone	numeric	N	Individual's primary phone number. Typically their mobile	████████
backup_landline	numeric	Y	Individual's secondary phone number. Typically their house number	████████
dead	boolean	N	Indicator if deceased. This will always be false for the extract. Only those who are alive are included.	true, false
under_18	boolean	N	Indicator if under 18. This will always be false for the extract. Only adults are included.	true, false
high_risk	boolean	N	Indicator if high risk	true, false
category	alphabetic with space	N	Indicator if case or contact	contact_with_confirmed, positive_test
created_at	datetime	N	Export time	2021-06-29 05:30:38 +0100
call_group	numeric	N	Set to 3 for isolation follow-up	3
priority	numeric	N	Weighting to determine priority	25
invited	boolean	N		true, false
call_centre_outcome	alphabetic with space	Y	Outcome of call	Completed Call, Case disputes result etc.
tag	alphabetic with space	N	Indicator of the type of isolation follow-up call required	Isolation - Day 4, Isolation - Day 7, Isolation - Day 10, Isolation - survey
priority_group	alphabetic with space	Y	Grouping to help prioritise records	suspected_voc - Whether record is in postcode area with variant of concern  international_traveller_green - International travel from green country international_traveller_amber - International travel from amber country international_traveller_red - International travel from red country  international_traveller - general purpose International travel grouping - only settable by bulk import of cases or contacts presently.
rescind	boolean	Y	Indicator if rescinded. Rescinded records will not be included.	true, false
local_first	boolean	N	Indicator if the person is being traced by local tracing	true, false
postcode_area	alphabetic with space	N	Indicator of which local authority the episode is associated with.	HammersmithFulham_PR, LeicestershireAndRutland etc.

## Naming Convention of file

e.g. 2021-06-29-call\_centre\_follow\_up\_export.csv

## File Location

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Via S3 bucket. Available 6.00 AM each morning

Call Centre Outcomes

Call centre outcome files are uploaded manually via the CTAS interface. The same interface supports outcome for tracing calls as isolation follow-up so isolation follow-up call centre outcomes are prefixed with *Isolation*:

Field Name	Type	Nullable?	Description	Example Value
account_id	alphanumeric	N	Unique Trace id for individual	██████
rejection_reasons	alphabetic with space	N	Outcome of call. All isolation follow-up outcomes are prefixed with 'Isolation:'	Isolation: Contact Made - Complete Isolation: Remove From Database Isolation: Contact Aggressive Isolation: Contact Refuses Cooperation etc.

## Annex 6 – Synergy to CTAS

# Synergy to CTAS

### Stale Limit for Call Records

The Stale limit varies by type of call:

- Test & Trace: 96hrs
- Isolation Follow Up: 13hrs (i.e. same day)
- Isolation Surveys: 96hrs
- Lockdown: 24hrs

### All call outcomes returned to CTAS:

#### **Import Rejected Outcomes:**

- account\_id is incorrect
- status is incorrect
- full\_name is incorrect
- phone is incorrect
- backup\_line is incorrect
- phone number is required
- dead is incorrect
- under\_18 is incorrect
- high\_risk is incorrect
- invited is incorrect
- category is incorrect
- call\_group is incorrect
- priority is incorrect
- created\_at is incorrect

#### **Agent Assigned Outcomes:**

- Contact Made - Complete
- Contact Made - Escalated to Tier2
- Invalid Number
- Max Call Attempts Reached - No Contact Made
- Remove from Database
- Contact aggressive
- Contact refuses cooperation
- Difficult Case – Escalation

#### **System Assigned Outcomes:**

- STALE
- MAX ATTEMPTS EXCEEDED

"All Combinations" tab includes legacy and date they were retired

[Synergy Outcomes.xlsx](#)

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### **Annex 3 – Scripts and Procedures**



119 Coronavirus  
Testing Contact Cen



119 Coronavirus  
Testing Contact Cen



2021-05-10\_CASE  
FOLLOW UP scripts\_



2021-06-07\_IA  
Guidance and FAQs.



2021-06-30\_CONTA  
CT FOLLOW UP scrip



2021-08-16\_Case  
Script\_v17.0 .pdf



2021-08-16\_Contact  
Script\_v17.0 .pdf



20210813 Service  
Hub Scripts\_v0.2.pdf



IAS Script -  
Clickable v2 (2).pdf

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## Annex 4 – Quality Scoring Matrix

Area	Measure	Aiming	Achieving	Amazing
Appropriate greeting	An introduction to the call that allows the citizen to know they are in capable hands	<ul style="list-style-type: none"> <li>Agent uses correct opening</li> <li>Customer welcome and introduction</li> </ul>	<ul style="list-style-type: none"> <li>Uses correct opening based on the line of business</li> <li>States the citizen clearly and positively</li> </ul>	<ul style="list-style-type: none"> <li>Initiates warm outcome</li> <li>Uses correct opening based on the line of business</li> <li>Creates the citizen clearly and positively in a professional &amp; friendly manner</li> </ul>
Task Completion	Allows the citizen to progress how the call will flow enabling the agent to exit out call control from the start	<ul style="list-style-type: none"> <li>Agent (assumes) an intention of how the call will flow (e.g. not acknowledging the citizen query)</li> <li>Agent (assumes) an intention of how the call will flow (e.g. not acknowledging the citizen query)</li> </ul>	<ul style="list-style-type: none"> <li>Acknowledges the citizen query and demonstrates an understanding of the query</li> <li>Advises they will ask some relevant personal questions before they can proceed with query</li> </ul>	<ul style="list-style-type: none"> <li>Agent clearly understands the query by verbalising this and demonstrates an engaged response to citizen</li> <li>Agent reassures the citizen, advising they will answer their query but with the understanding this will be done after they gather some data through questioning first</li> <li>Agent verbalises why we need to take the citizens history</li> </ul>
Data Capture	Accurate & linking of information allows for a better service to our citizens - this should be checked where appropriate against the available systems	<ul style="list-style-type: none"> <li>Agent asks the information required on initial registration system/other systems is asked for in a logical manner</li> <li>Agent asks the information required on initial registration system/other systems is asked for in a logical manner</li> </ul>	<ul style="list-style-type: none"> <li>Requests the information required on initial registration system/other systems as an appropriate point in the call</li> <li>Agent demonstrates good call management skills by not probing for unnecessary information</li> </ul>	<ul style="list-style-type: none"> <li>Agent does not make assumptions and methodically gathers the information required on initial registration system/other systems</li> <li>Agent demonstrates excellent call management skills capturing all relevant data</li> </ul>
Questioning	Enables the citizen to provide relevant information when further about the citizen's needs & situation is asked for in a logical manner	<ul style="list-style-type: none"> <li>Agent displays good questioning skills for various circumstances as the citizen will answer</li> <li>Agent asks questions in an appropriate manner</li> <li>Agent asks questions in an appropriate manner</li> </ul>	<ul style="list-style-type: none"> <li>Agent uses probing and open questions as used</li> <li>All relevant system based questions asked as needed for each call type</li> </ul>	<ul style="list-style-type: none"> <li>Exceptional probing and open questions are used to get full information about citizen's query &amp; answer</li> <li>Agent makes use of 'free information'</li> <li>All relevant system based questions are asked as needed for each call type</li> </ul>
Active Listening	Enables the citizen to hear and understand the call will build trust between agent and citizen making providing information easier	<ul style="list-style-type: none"> <li>Agent demonstrates the citizen's query, taking over them</li> <li>Agent demonstrates the citizen's query, taking over them</li> </ul>	<ul style="list-style-type: none"> <li>Enables citizen to hear appropriate time to discuss concerns</li> <li>Agent picks up on what the citizen is saying</li> <li>Summarises understanding of the information given by the citizen</li> </ul>	<ul style="list-style-type: none"> <li>Allows citizen to hear time to discuss concerns</li> <li>Agent picks up on what the citizen is saying</li> <li>Summarises understanding of the information given by the citizen</li> </ul>
Communication	This 'two-way' exchange of communication will allow for effective data gathering, support and citizen confidence in the service	<ul style="list-style-type: none"> <li>Agent (assumes) an intention of how the call will flow (e.g. not acknowledging the citizen query)</li> <li>Agent (assumes) an intention of how the call will flow (e.g. not acknowledging the citizen query)</li> </ul>	<ul style="list-style-type: none"> <li>Agent is polite and does not mirror any negative/neutral from the citizen</li> <li>The citizen is treated with empathy, kindness and understanding</li> <li>Dispute empathising with the citizen appropriate professional boundaries are maintained</li> <li>The agent asks the citizen for information at the most appropriate point</li> </ul>	<ul style="list-style-type: none"> <li>Agent displays a warm, friendly and engaging attitude towards the citizen's situation</li> <li>Agent is polite and acknowledges any concerns demonstrated by the citizen</li> <li>Agent will respond to keep call flowing smoothly in a professional manner</li> <li>Agent demonstrates excellent call control by guiding the citizen to provide relevant information throughout the call without needing to be told at the call</li> </ul>
Responsibility	Demonstrates behaviour that shows a good understanding of how to solve the citizen's problem	<ul style="list-style-type: none"> <li>Agent (assumes) an intention of how the call will flow (e.g. not acknowledging the citizen query)</li> <li>Agent (assumes) an intention of how the call will flow (e.g. not acknowledging the citizen query)</li> </ul>	<ul style="list-style-type: none"> <li>Adopts where needed &amp; if the situation demands it</li> <li>The agent does not compromise the quality of outcome</li> <li>Acceptable use of hold and allows that it within the call flow</li> </ul>	<ul style="list-style-type: none"> <li>Adopts where needed &amp; if the situation demands it</li> <li>The agent does not compromise the quality of outcome</li> <li>Acceptable use of hold and allows that it within the call flow</li> </ul>
Information Delivery & Review	Clear, accurate and concise information is provided using resources available to ensure consistent outcomes	<ul style="list-style-type: none"> <li>Information is provided in a clear and concise manner</li> <li>Information is provided in a clear and concise manner</li> </ul>	<ul style="list-style-type: none"> <li>Information is presented in a clear and concise manner</li> <li>Information is accurate</li> <li>Information provided is system based or within the guidelines to provide from official information e.g. FAQs</li> </ul>	<ul style="list-style-type: none"> <li>All information given is accurate and consistent presented in a clear, concise and easy to understand manner</li> <li>Agent follows up with the citizen to ensure they understand the information provided and (ask) if they need any further guidance is required</li> <li>All information provided is from official information channels only e.g. FAQs</li> </ul>
New Steps & Next Call Resolution	Citizen does not leave the call without clear understanding of the next steps and the right outcome for their query	<ul style="list-style-type: none"> <li>The citizen leaves the call with the right outcome for their query</li> <li>The citizen leaves the call with the right outcome for their query</li> </ul>	<ul style="list-style-type: none"> <li>The citizen leaves the call with the right outcome for their query</li> <li>The citizen leaves the call with the right outcome for their query</li> </ul>	<ul style="list-style-type: none"> <li>The citizen leaves the call with the right outcome for their query</li> <li>The citizen leaves the call with the right outcome for their query</li> </ul>
Call Closure	A warm ending to the call, as appropriate, demonstrating exceptional call handling through skill, knowledge, time and empathy	<ul style="list-style-type: none"> <li>The agent does not take the opportunity to make the call an uncomfortable way</li> <li>The agent does not take the opportunity to make the call an uncomfortable way</li> </ul>	<ul style="list-style-type: none"> <li>The agent does not take the opportunity to make the call an uncomfortable way</li> <li>The agent does not take the opportunity to make the call an uncomfortable way</li> </ul>	<ul style="list-style-type: none"> <li>The agent does not take the opportunity to make the call an uncomfortable way</li> <li>The agent does not take the opportunity to make the call an uncomfortable way</li> </ul>

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Quality Assurance Assessment	Activity	Initial call - Contact																		
	Agent Name																			
	Date																			
	Assessor Name																			
Activity : T3 - Initial call - CONTACT	Call Reference		Excluding Translator calls																	
Category		Max avail	Score	Assessor Notes & Instructions										Reason for score						
Compliance		Max 29	Score	Any Failure in compliance section will result in an overall score of zero										please be specific - positive and negative						
Did the agent deliver the GDPR disclaimer ? If challenged, did the agent deliver the GDPR statement ?		10		if No, then score must be zero for this item and overall QA score															ok	
Did the agent state that self isolation is a legal requirement ?		10		if No, then score must be zero for this item and overall QA score															ok	
Did the agent confirm all required information ?		9		did the agent confirm all the required information about the contact ? E.g. Name , DOB, etc										please be specific - positive and negative					ok	
Technical		Max 39	Score																	
Did the Agent ask / ascertain the contacts well		9		it's fine if the agent obtained the information without asking															Health of contact is key	
Did the agent ask if contact intends to self isolate ?		9		information must be obtained / confirmed															ok	
Did the agent answer Q's correctly and give the correct information to contact ?		5		did the agent provide the correct information ? / refer to FAQ's as needed and relay correct <b>including signposting</b> - info. Zero score ????															ok	
Did the agent escalate call appropriately if required ?		5		if applicable - was the appropriate advice sought ? e.g. NHSP clinical team leader for clinical assistance make clear not guidance e.g. line TM - but NHSP T2 escalation															does this apply for T3 ? ?	
Did the agent choose correct outcome code ?		5												May not be possible to assess					Can't access ID to determine if outcome code recorded unless ID stated on call recording QA wont be able to find the comment unless case ID is stated on the call ! call recording not linked to case ID & cant search via mobile number ?	
Did the agent use systems correctly ? Including accurately updating CTAS if required - and entering appropriate comments in the comments field?		6		were systems ( Synergy , NHS T&T, eLFH) used correctly ? Did the agent complete accurate and relevant comments ?										May not be possible to assess						
Soft skills		Max 32	Score											please be specific - positive and						
Did the agent use correct opening & introduction ?		3																	ok	
Did Agent respond appropriately to contact and show empathy where appropriate ?		6		Agent should respond appropriately e.g. react to what contact has said															ok	
Did the Agent build rapport and use contact name appropriately ?		5		Agent should use Contact name at least 3 times during call and follow guidance in script. For callbacks this may not be possible so if agent used name at least once then score appropriately, agent may need to use case name more if asking difficult Q's or needing to repair situation															ok	
Did the agent demonstrate active listening and confirm contact understood information discussed		7		did the Contact have to repeat themselves ? did the agent check that Contact was clear about what was discussed with them ?															ok	
Did the agent speak clearly and at appropriate pace ?		4		was the agent understood ? Did the contact have to ask for agent to repeat themselves more than once ?															ok	
Did the agent handle objections appropriately if raised		4		If contact raised an objection did the agent respond correctly as per script / FAQ's ?															ok	
Did agent close call correctly ?		3		did the agent summarise, thank Contact for time and for self isolating and sign off appropriately ?															ok	
Total Max score		100	0																	
Areas for Improvement																				
1																				
2																				
3																				

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**Call-Off Schedule 23 (Supplier-Furnished Terms)**

Call-Off Ref: RM6181

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## **Call-Off Schedule 24 (Supplier-Furnished Terms)**

### **Part 1A Non-COTS Third Party Software**

Terms for licensing of non-COTS third party software in accordance with Call-Off Schedule 6 Paragraph 9.2.3 are detailed in Annex 1.

### **Part 1B COTS Software**

Terms for licensing of COTS software in accordance with Call-Off Schedule 6 Paragraph 9.3 are detailed in Annex 2

### **Part 1C Software as a Service (SaaS) Terms**

Terms for provision of a Software as a Service solution are detailed in Annex 3.

### **Part 1D Software Support and/or Maintenance Terms**

Terms for provision of Software Support and/or Maintenance services are detailed in Annex 4.

### **Annex 1**

Not Applicable



**Call-Off Schedule 23 (Supplier-Furnished Terms)**

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**Annex 2**

Not Applicable

**Call-Off Schedule 23 (Supplier-Furnished Terms)**

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**Annex 3**

Should the Buyer require access to the technology services provisioned by the Supplier to its staff, the Supplier will arrange for the following licences to be available:

M365 E3 (E3)

M365 Dynamics 1 Licence (Dynamics 1)

IEX agent licence (IEX)

The licence terms can be found at:

Microsoft (E3 and Dynamics 1)

<https://portal.office.com/commerce/mosa.aspx>

IEX

<https://www.nice.com/company/legal/nice-enterprise-terms-and-conditions/cloud-services-terms-of-use-and-delivery-policy>

These are monthly paid licences.

**Call-Off Schedule 23 (Supplier-Furnished Terms)**

Call-Off Ref: RM6181

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**Annex 4**

N/A

**Joint Schedule 1 (Definitions)**

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**Joint Schedule 1 (Definitions)**

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

**Joint Schedule 1 (Definitions)**

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

1.3.13 unless otherwise provided, references to “**Buyer**” shall be construed as including Exempt Buyers; and

1.3.14 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:

<b>“Accounting Reference Date”</b>	means in each year the date to which the Supplier prepares its annual audited financial statements;
<b>"ACD" or "Automatic Call Distribution"</b>	means the routing feature that routes callers to the appropriate Agent or the appropriate team, according to specified criteria;
<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 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>“Additional Service Line”</b>	means any one of the following Service Lines, details of which are set out in the BAU Document: <ul style="list-style-type: none"> <li>• Daily Contact Testing;</li> <li>• Self-Isolation Support;</li> <li>• International Contact Tracing;</li> <li>• International Translation Services;</li> <li>• Backwards Contact Tracing;</li> <li>• Setting Risk Assessment;</li> <li>• SMS Pushing Services;</li> <li>• Local Partnerships; and</li> <li>• NPFS National Pandemic Flu Service.</li> </ul>
<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> ;

**Joint Schedule 1 (Definitions)**

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<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>"Agent(s)"</b>	means the contact centre staff member(s) providing inbound and/or outbound services to deliver the Service Lines;
<b>"AI"</b>	Artificial Intelligence;
<b>"Allowable Assumptions"</b>	means the assumptions (if any) set out in Annex 2 of Framework Schedule 3;
<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;
<b>"Assistive Technologies"</b>	describes products or systems that support and assist individuals with disabilities, restricted mobility or other impairments to perform functions that might otherwise be difficult or impossible;
<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 Deliverables;</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> </ul>

**Joint Schedule 1 (Definitions)**

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	<p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources;</p> <p>k) verify the accuracy and completeness of any:</p> <ul style="list-style-type: none"> <li>i) Management Information delivered or required by the Framework Contract; or</li> <li>ii) Financial Report and compliance with Financial Transparency Objectives as specified by the Buyer in the Order Form; or</li> </ul> <p>l) verify the management and support ratios used by the Supplier in the provision of the Services;</p>
<b>"Auditor"</b>	<p>a) the Relevant Authority's internal and external auditors;</p> <p>b) the Relevant Authority's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
<b>"Authority"</b>	CCS and each Buyer;
<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>"Awarded Service Lines"</b>	the Service Lines to be made available by the Supplier that are specified in the Order Form on the date of its coming into effect;
<b>"Back Office Processing"</b>	administrative functions carried out either manually or automated not requiring front line contact;
<b>"BACS"</b>	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
<b>"BAU Document"</b>	means the business as usual document attached at Annex 1 to the Call-Off Schedule 20 (Specification);

Framework Ref: RM6181

Project Version: v1.0

Model Version: v3.7

**Joint Schedule 1 (Definitions)**

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<b>"Beneficiary"</b>	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
<b>"BPSS"</b>	the HMG Baseline Personnel Security Standard, as updated from time to time and is accessible at <a href="https://www.gov.uk/government/publications/government-baseline-personnel-security-standard">https://www.gov.uk/government/publications/government-baseline-personnel-security-standard</a> ;
<b>"BPSS-Equivalent"</b>	any local equivalent of the BPSS that the Buyer has agreed is applicable to certain overseas Supplier Staff;
<b>"BPSS-Equivalent Vetting"</b>	pre-employment screening completed in accordance with the requirements of the BPSS-Equivalent;
<b>"BPSS Vetting"</b>	pre-employment screening completed in accordance with the requirements of the BPSS;
<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 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 Third Parties"</b>	any third party supplier providing deliverables to the Buyer
<b>"Buyer's Technology Platform"</b>	means the Buyer's proprietary platform(s) developed to support the provision of the Services;
<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;
<b>"Call-Off Contract Period"</b>	the Contract Period in respect of the Call-Off Contract;
<b>"Call-Off Expiry Date"</b>	the scheduled date of the end of a Call-Off Contract as stated in the Order Form;
<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;



**Joint Schedule 1 (Definitions)**

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<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>"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>	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> <li>a) Government Department;</li> <li>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li> <li>c) Non-Ministerial Department; or</li> <li>d) Executive Agency;</li> </ul>
<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;
<b>"Change of Control"</b>	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
<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, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
<b>"Citizen" or "Customer"</b>	a member of the public who interacts with the Service either by making contact or being contacted;
<b>"Claim"</b>	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;

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<b>"Collaboration Supplier"</b>	any supplier appointed by the Buyer to provide contact centre services pursuant to the further competition that is undertaken by the Supplier pursuant to this Framework;
<b>"Collaborative Working Principles"</b>	the principles set out in Clause 3.1.3;
<b>"Commercial Off-the-shelf (COTS)"</b>	products that are packaged solutions which are then adapted to satisfy the needs of the purchasing organization, rather than the commissioning of custom-made, or bespoke, solutions;
<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>	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as " <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;
<b>"Continuous Improvement"</b>	is an ongoing effort to improve products, services, or processes;
<b>"Contract"</b>	either the Framework Contract or the Call-Off Contract, as the context requires;
<b>"Contract Management"</b>	is the process that ensures suppliers adhere to their agreed contractual obligations along with negotiating any future changes that need to take place;
<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;

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<b>"Contract Year"</b>	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
<b>"Control"</b>	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and <b>"Controlled"</b> shall be construed accordingly;
<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>"COSoP"</b>	Cabinet Office Statement of Practice;
<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> <ul style="list-style-type: none"> <li>a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: <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) any other contractual employment benefits;</li> <li>v) staff training;</li> <li>vi) work place accommodation;</li> <li>vii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</li> <li>viii) reasonable recruitment costs, as agreed with the Buyer;</li> </ul> </li> <li>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;</li> <li>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</li> <li>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables; <ul style="list-style-type: none"> <li>but excluding:</li> </ul> </li> <li>e) Overhead;</li> </ul>

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	<p>f) financing or similar costs;</p> <p>g) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>h) taxation;</p> <p>i) fines and penalties;</p> <p>j) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>k) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
<b>“Credit Rating Threshold”</b>	has the meaning given to it in the Framework Award Form or Order Form, as the context requires;
<b>“CRM”</b>	Customer Relationship Management;
<b>"CRTPA"</b>	the Contract Rights of Third Parties Act 1999;
<b>“Data Analytics Capability”</b>	the application of advanced analysis to discover deep insights, make predictions and generate recommendations;
<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) to the extent applicable, the EU GDPR and any applicable national implementing laws as amended from time to time; (iii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iv) 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 Services”</b>	third-party services that help to manage data for clients;
<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>“DBS”</b>	Disclosure and Barring Service;
<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

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	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;
<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>

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	c) has been or shall be generated for the purpose of providing the Deliverables;
<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) 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 is terminated before the date specified in (a) above, the date of termination of the Contract;
<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>"ERP"</b>	Enterprise Resource Planning;
<b>"Estimated Year 1 Charges"</b>	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;

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<b>"Estimated Yearly Charges"</b>	<p>means for the purposes of calculating each Party's annual liability under clause 11.2 :</p> <p>i) in the first Contract Year, the Estimated Year 1 Charges; or</p> <p>ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or</p> <p>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;</p>
<b>"EU GDPR"</b>	the General Data Protection Regulation (EU) 2016/679;
<b>"Exempt Buyer"</b>	<p>a public sector purchaser that is:</p> <p>eligible to use the Framework Contract; and</p> <p>is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of:</p> <p>a) the Regulations;</p> <p>b) the Concession Contracts Regulations 2016 (SI 2016/273);</p> <p>c) the Utilities Contracts Regulations 2016 (SI 2016/274);</p> <p>d) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848);</p> <p>e) the Remedies Directive (2007/66/EC);</p> <p>f) Directive 2014/23/EU of the European Parliament and Council;</p> <p>g) Directive 2014/24/EU of the European Parliament and Council;</p> <p>h) Directive 2014/25/EU of the European Parliament and Council;</p> <p>or</p> <p>Directive 2009/81/EC of the European Parliament and Council;</p>
<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>"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);
<b>"Existing Service"</b>	a service that is already being provided either in-house or outsourced;

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<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>"Financial Distress Event"</b>	<ul style="list-style-type: none"> <li>a) the credit rating of the Supplier, any Guarantor or any Key Subcontractor drops below Credit Rating Threshold of the relevant Rating Agency;</li> <li>b) the Supplier, any Guarantor or any Key Subcontractor issues a profits warning to a stock exchange or makes any other public announcement, in each case about a material deterioration in its financial position or prospects;</li> <li>c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Supplier, any Guarantor or any Key Subcontractor;</li> <li>d) the Supplier, any Guarantor or any Key Subcontractor commits a material breach of covenant to its lenders;</li> <li>e) a Key Subcontractor notifies the Relevant Authority that the Supplier has not paid any material sums properly due under a specified invoice and not subject to a genuine dispute; or</li> <li>f) any of the following in respect of the Supplier, any Guarantor or any Key Subcontractor: (i) commencement of any litigation with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m; ii) non-payment of any financial indebtedness; iii) any financial indebtedness becoming due as a result of an event of default; iv) the cancellation or suspension of any financial indebtedness or v) an external auditor expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that entity, in each case which the Relevant Authority reasonably believes (or would be likely reasonably to believe) could directly impact on the continued provision of the Deliverables in accordance with the Contract;</li> </ul>
<b>"Financial Reports"</b>	<p>a report by the Supplier to the Buyer that:</p> <ul style="list-style-type: none"> <li>a) provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;</li> <li>b) provides a true and fair reflection of the costs and expenses to be incurred by Key subcontractors (as requested by the Buyer);</li> <li>c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have</li> </ul>



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	<p>been issued by the Buyer to the Supplier on or before the Start Date for the purposes of the Contract; and</p> <p>d) is certified by the Supplier's Chief Financial Officer or Director of Finance;</p>
<b>"Financial Representative"</b>	a reasonably skilled and experienced member of the Supplier Staff who has specific responsibility for preparing, maintaining, facilitating access to, discussing and explaining the records and accounts of everything to do with the Contract (as referred to in Clause 6), Financial Reports and Open Book Data;
<b>"Financial Transparency Objectives"</b>	<p>a) the Buyer having a clear analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Staff in providing the Services and Supplier Profit Margin so that it can understand any payment sought by the Supplier;</p> <p>b) the Parties being able to understand Costs forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques;</p> <p>c) the Parties being able to understand the quantitative impact of any Variations that affect ongoing Costs and identifying how these could be mitigated and/or reflected in the Charges;</p> <p>d) the Parties being able to review, address issues with and re-forecast progress in relation to the provision of the Services;</p> <p>e) the Parties challenging each other with ideas for efficiency and improvements; and</p> <p>f) enabling the Buyer to demonstrate that it is achieving value for money for the tax payer relative to current market prices;</p>
<b>"Flexible Working"</b>	also known as flextime or flexitime, refers to non-traditional working arrangements that take into account an individual's personal needs
<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> <p>a) riots, civil commotion, war or armed conflict;</p> <p>b) acts of terrorism;</p> <p>c) acts of government, local government or regulatory bodies;</p> <p>d) fire, flood, storm or earthquake or other natural disaster,</p>

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	<p>but excluding:</p> <p>e) any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain; and</p> <p>f) any event or other consequence arising as a result of or in connection with the COVID-19 pandemic.</p>
<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>"FTE" or "Full Time Equivalent"</b>	mean a unit that indicates the workload of a fulltime employed person;
<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

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	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>"General Ledger"</b>	the main accounting record of a company or organization
<b>"Global Design Principles"</b>	a set of common processes and procedures, which are used by core government departments and their arms' length bodies, (ALBs), to ensure consistency across government and facilitate greater sharing of expertise;
<b>"Gold Contract"</b>	A Call-Off Contract categorised as a Gold contract using the Cabinet Office Contract Tiering Tool.
<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 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>	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: <ul style="list-style-type: none"> <li>i) are supplied to the Supplier by or on behalf of the Authority; or</li> <li>ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract;</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>"Historic Volumes"</b>	the level of activity that has previously been delivered
<b>"HM Government"</b>	Her Majesty's Government;
<b>"HMRC"</b>	Her Majesty's Revenue and Customs;

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<b>"ICT Policy"</b>	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
<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 and/or expenditure required by either Party and any alteration to the working practices of either Party;</li> <li>d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</li> <li>e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</li> </ul>
<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>"Incumbent Supplier"</b>	is the Supplier already engaged by the customer to provide the Services which are to be provided by the Supplier on the commencement of the contract for Services
<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;

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<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 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>
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	<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>	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;
<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> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
<b>"IPR Claim"</b>	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
<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>"ISO"</b>	International Organization for Standardization;
<b>"ITIL Framework"</b>	ITIL is a set of detailed practices for IT service management that focuses on aligning IT services with the needs of business;
<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 ( <i>Processing Data</i> );
<b>"Joint Controllers"</b>	where two or more Controllers jointly determine the purposes and means of Processing;
<b>"Key Performance Indicator(s)" or "KPIs"</b>	means the key performance indicators set out in Paragraph 4.2, and the Annex to Part A, of Call-Off Schedule 14 (Service Levels);
<b>"Key Staff"</b>	the individuals (if any) identified as such in the Order Form;
<b>"Key Sub-Contract"</b>	each Sub-Contract with a Key Subcontractor;

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<b>"Key Subcontractor"</b>	<p>any Subcontractor:</p> <ul style="list-style-type: none"> <li>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</li> <li>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</li> <li>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,</li> </ul> <p>and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;</p>
<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>"LBAC"</b>	Label-based access control (LBAC) greatly increases the control you have over who can access your data. LBAC lets you decide exactly who has write access and who has read access to individual rows and individual columns;
<b>"Losses"</b>	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and <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>"MI Default"</b>	means when two (2) MI Reports are not provided in any rolling six (6) month period

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<b>"MI Failure"</b>	means 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>	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
<b>"MI Reporting Template"</b>	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
<b>"Milestone"</b>	an event or task described in the Implementation Plan;
<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>"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>"NCSC"</b>	National Cyber Security Centre
<b>"Net Available Hours"</b>	means the number of hours, to two decimal places, that an Agency is available to deliver the Service, that is, the number of hours for which an Agent is paid by the Supplier minus:  (a) holidays, sickness and other absences; (b) personal breaks; (c) coaching; and (d) team meetings.
<b>"New IPR"</b>	a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or  b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;  but shall not include the Supplier's Existing IPR;
<b>"New Service Lines"</b>	any new, additional Service Lines made available by the Supplier on the request of the Buyer that are not specified as a Service Line in the Order Form or the BAU Document on the date of its coming into effect;



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<b>"NPFS National Pandemic Flu Service"</b>	means the National Pandemic Flu Service;
<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> <ul style="list-style-type: none"> <li>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;</li> <li>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</li> </ul> <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-Shore"</b>	Services delivered from outside the United Kingdom
<b>"OLA"</b>	an operational-level agreement (OLA) defines the interdependent relationships in support of a service-level agreement (SLA);
<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 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> <ul style="list-style-type: none"> <li>i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</li> <li>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;</li> <li>iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and</li> </ul>

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	<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>"Order"</b>	means 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 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";
<b>"Overpayments"</b>	payment in excess of what is due;
<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. <b>"Parties"</b> shall mean both of them where the context permits;
<b>"Payment Processing"</b>	The transactions in regards to taking/making payments both by an agent and the front end/back end systems required.
<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;

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Project Version: v1.0

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<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 a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations 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>"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;
<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> <ul style="list-style-type: none"> <li>i) induce that person to perform improperly a relevant function or activity; or</li> <li>ii) reward that person for improper performance of a relevant function or activity;</li> </ul> <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> <ul style="list-style-type: none"> <li>i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</li> <li>ii) under legislation or common law concerning fraudulent acts; or</li> <li>iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</li> </ul>

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	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;
<b>"Protective Measures"</b>	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;
<b>"Rating Agency"</b>	as defined in the Framework Award Form or the Order Form, as the context requires;
<b>"RBAC"</b>	Role-based access control (RBAC) restricts network access based on a person's role within an organization
<b>"Real Living Wage"</b>	means the "Real Living Wage" as published by the Living Wage Foundation, an initiative of Citizens UK Charity (charity number 1107264), and is accessible at <a href="http://www.livingwage.org.uk">www.livingwage.org.uk</a> . For the avoidance of doubt, the Real Living Wage for these purposes can mean either the UK Real Living Wage or the London Real Living Wage (as required by context);
<b>"Recall"</b>	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;
<b>"Recipient Party"</b>	the Party which receives or obtains directly or indirectly Confidential Information;
<b>"Rectification Plan"</b>	the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:  a) full details of the Default that has occurred, including a root cause analysis;  b) the actual or anticipated effect of the Default; and  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);
<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);

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<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 as in force 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>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

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	is providing Replacement Deliverables for its own account, shall also include the Buyer;
<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>"RTI"</b>	Real Time Information
<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 Credits"</b>	the sums payable in respect of the failure by the Contractor to meet one or more Service Levels;
<b>"Service Delivery"</b>	the act of delivering a service to customers;
<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) is used in this Contract, are specified in the Annex to Part A of such Schedule);
<b>"Service Level Agreement"</b>	An agreement between the supplier of a service and its customer, which quantifies the minimum Service Levels which meets business needs
<b>"Service Line"</b>	means one of the service lines which constitute part of the Services, being an individual project or activity with its own scope of work as set out in the BAU Document or as otherwise agreed between the Parties and includes any New Service Lines;
<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 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: <ul style="list-style-type: none"> <li>a) the Deliverables are (or are to be) provided;</li> <li>b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or</li> <li>c) those premises at which any of the Supplier's equipment or any part of the Supplier's systems used in the performance of the Contract</li> <li>d) is located (where any part of the Deliverables provided falls within Call-Off Schedule 6 (ICT Services));</li> </ul>
<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>"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>"Standard Service Levels"</b>	all Service Levels other than those designated as Key Performance Indicators;
<b>"Standards"</b>	any: <ul style="list-style-type: none"> <li>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;</li> </ul>

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	<p>b) standards detailed in the specification in Schedule 1 (Specification);</p> <p>c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;</p> <p>d) relevant Government codes of practice and guidance applicable from time to time;</p>
<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;
<b>"Statement of Requirements"</b>	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
<b>"Storage Media"</b>	the part of any device that is capable of storing and retrieving data;
<b>"Sub-Contract"</b>	<p>any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:</p> <p>a) provides the Deliverables (or any part of them);</p> <p>b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</p> <p>c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</p>
<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>"Subject Access Request"</b>	a written request to a company or organisation asking for access to the personal information it holds on you;
<b>"Subprocessor"</b>	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
<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's Confidential Information"</b>	<p>a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes</p>



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	(or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract; c) Information derived from any of (a) and (b) above;
<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>	where the Supplier has failed to: a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels ; and/or c) comply with an obligation under a Contract;
<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>	a) all forms of taxation whether direct or indirect; b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction; 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

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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>"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>"Transition Period"</b>	[means the period during which the Services are being migrated from the Supplier's solution to the Buyer's Technology Platform;]
<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>"TUPE"</b>	Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations or UK legislation implementing the Acquired Rights Directive

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<b>"UK GDPR"</b>	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
<b>"United Kingdom"</b>	the country that consists of England, Scotland, Wales, and Northern Ireland
<b>"Value Added Services"</b>	are features that can be added to a core product to enhance the user experience or a service that could function as a standalone product or feature
<b>"Variation"</b>	any change to a Contract;
<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>"WCAG Principles"</b>	the Web Content Accessibility Guidelines (WCAG) are organized by four main principles, which state that content must be POUR: Perceivable, Operable, Understandable, and Robust. WCAG is the most-referenced set of standards in website accessibility lawsuits and is widely considered the best way to achieve accessibility;
<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>"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>	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)**

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**Joint Schedule 2 (Variation Form)**

This form is to be used in order to change a contract in accordance with Clause 25 (Changing the Contract)

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

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

Joint Schedule 2 (Variation Form)  
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Signed by an authorised signatory for and on behalf of the **[delete]** as applicable: CCS / Buyer]

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

**Joint Schedule 2 (Variation Form)**  
Crown Copyright 2021

**Joint Schedule 3 (Insurance Requirements)**  
Crown Copyright 2021

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

### **1. The insurance you need to have**

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

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

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

**Joint Schedule 3 (Insurance Requirements)**

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**3. What happens if you aren't insured**

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

**4. Evidence of insurance you must provide**

- 4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule. Such evidence may include certificates in respect of the Insurance and evidence of payment of such Insurance's premium.

**5. Making sure you are insured to the required amount**

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

**6. Cancelled Insurance**

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

**7. Insurance claims**

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in



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

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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 twenty million pounds (£20,000,000);
  - 1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than twenty million pounds (£20,000,000); and
  - 1.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).

**Joint Schedule 3 (Insurance Requirements)**  
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## Joint Schedule 4 (Commercially Sensitive Information)

### 1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 17 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
1	Call-Off Start Date	Pricing information (including the Supplier's charges and any mark-up / margin applicable thereto)	Until the End Date
2	Call-Off Start Date	Supplier Personnel names	Until the End Date
3	Call-Off Start Date	Names of other customers of the Supplier	Until the End Date
4	Call-Off Start Date	Details of the Supplier's internal governance structures	Until the End Date
5	Call-Off Start Date	Details of staff holiday allowances and shrinkage	Until the End Date

**Joint Schedule 5 (Corporate Social Responsibility)**  
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## **Joint Schedule 5 (Corporate Social Responsibility)**

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

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

### **2. Equality and Accessibility**

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

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

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

- 3.1 The Supplier:
  - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
  - 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
  - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

**Joint Schedule 5 (Corporate Social Responsibility)**

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- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

**4. Income Security****4.1 The Supplier shall:**

- 4.1.1 ensure that that all wages and benefits for Supplier Staff based in the UK paid for a standard working week meet, at a minimum, the then-current Real Living Wage;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.3 not make deductions from wages:
  - (a) as a disciplinary measure
  - (b) except where permitted by law; or
  - (c) without expressed permission of the worker concerned;

**Joint Schedule 5 (Corporate Social Responsibility)**

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- 4.1.4 record all disciplinary measures taken against Supplier Staff; and
- 4.1.5 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

**5. Working Hours**

## 5.1 The Supplier shall:

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

by individuals and by the Supplier Staff as a whole;

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

**2. Sustainability**

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

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

**Joint Schedule 5 (Corporate Social Responsibility)**  
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**Joint Schedule 5 (Corporate Social Responsibility)**  
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**Joint Schedule 6 (Key Subcontractors)**

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

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

- 1.1 The Supplier is entitled to sub-contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.
- 1.2 The Supplier is entitled to sub-contract its obligations under a Call-Off Contract to Key Subcontractors listed in the Framework Award Form 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 CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to section 18 of the Framework Award Form. 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. CCS and 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 scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
  - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
  - 1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;
  - 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) 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 ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, 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 15 (Data protection);
    - (b) the FOIA and other access request requirements set out in Clause 17 (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 11.4 (When CCS or the Buyer can end this contract) and 11.6 (What happens if the contract ends) 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)  
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Joint Schedule 7 (Financial Difficulties)

[Guidance: This Schedule provides CCS and the Buyer with the option of using Credit Ratings and/or Financial Indicators for the purposes of the Financial Distress Provisions. Users may use any combination of these indicators to suit their own requirements and may delete or amend as required. Users should ensure that the drafting of any Financial Indicators aligns with the financial standing criteria used during the selection stage of the procurement]

Note: The underlying Joint Schedule 7 (Financial Difficulties) is agreed by the Parties. However, the amendments identified below are not agreed. The Parties will seek to agree appropriate amendments to the underlying text of Joint Schedule 7 (Financial Difficulties) within three (3) months of the Call Off Start Date.

1. Definitions

1.1 In this Schedule, the following definitions shall apply:

“Applicable Financial Indicators”	means the financial indicators from Paragraph 5.1 of this Schedule <del>which are to apply to the Monitored Suppliers as set out in paragraph 5.2 of this Schedule;</del>
“Board”	means the Supplier’s board of directors;
“Board Confirmation”	means written confirmation from the Board in accordance with Paragraph 8 of this Schedule;
“Bronze Contract”	A Call-Off Contract categorised as a Bronze contract using the Cabinet Office Contract Tiering Tool;
“Cabinet Office Markets and Suppliers Team”	means the UK Government’s team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function;
“Credit Rating Threshold”	the minimum credit rating level for each entity in the FDE Group as set out in Annex 1 to this Schedule;
“FDE Group”	means the <del>{Supplier and its subsidiaries, its ultimate holding company and all subsidiaries of such ultimate holding company that function as a single economic entity through a common source of control;</del> <u>Supplier and its subsidiaries, its ultimate holding company and all subsidiaries of such ultimate holding company that function as a single economic entity through a common source of control;</u> <del>Key Sub-contractors, [the Guarantor] and the [Monitored Suppliers];</del>
“Financial Distress Event”	Any of the events listed in Paragraph 3.1 of this Schedule;

**Joint Schedule 7 (Financial Difficulties)**

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<b>“Financial Distress Remediation Plan”</b>	a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with the Contract in the event that a Financial Distress Event occurs;
<b>“Financial Indicators”</b>	in respect of the Supplier, Key Sub-contractors and the Guarantor, means each of the financial indicators set out at paragraph 5.1 of this Schedule and in respect of each Monitored Supplier, means those Applicable Financial Indicators;
<b>“Financial Target Thresholds”</b>	means the target thresholds for each of the Financial Indicators set out at paragraph 5.1 of this Schedule;
<b>“Monitored Suppliers”</b>	<del>means those entities specified at paragraph 5.2 of this Schedule;</del>
<b>“Rating Agencies”</b>	The rating agencies listed in Annex 1 of this Schedule;
<b>“Strategic Supplier”</b>	means those suppliers to government listed at <a href="https://www.gov.uk/government/publications/strategic-suppliers">https://www.gov.uk/government/publications/strategic-suppliers</a> .

**2. Warranties and duty to notify**

2.1 The Supplier warrants and represents to the Relevant Authority for the benefit of the Relevant Authority that as at the Effective Date:

- 2.1.1 the long term credit ratings issued for each entity in the FDE Group by each of the Rating Agencies are as set out in Annex 2 to this Schedule; and
- 2.1.2 the financial position or, as appropriate, the financial performance of each of the Supplier, Guarantor and Key Sub-contractors satisfies the Financial Target Thresholds.

2.2 The Supplier shall promptly notify (or shall procure that its auditors promptly notify) the Relevant Authority in writing if there is any downgrade in the credit rating issued by any Rating Agency for any entity in the FDE Group (and in any event within 5 Working Days of the occurrence of the downgrade).

2.3 The Supplier shall:

- 2.3.1 regularly monitor the credit ratings of each entity in the FDE Group with the Rating Agencies;
- 2.3.2 monitor and report on the Financial Indicators for each entity in the FDE Group against the Financial Target Thresholds at least at the frequency set out for each at Paragraph 5.1 (where specified) and in any event, on a regular basis and no less than once a year within ninety (90) days after the Accounting Reference Date; and

**Joint Schedule 7 (Financial Difficulties)**

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2.3.3 promptly notify (or shall procure that its auditors promptly notify) the Relevant Authority 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 ~~40~~ 5 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).

2.4 For the purposes of determining whether a Financial Distress Event has occurred pursuant to the provisions of Paragraphs 3.1(a), and for the purposes of determining relief under Paragraph 7.1, the credit rating of an FDE Group entity shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated that entity at or below the applicable Credit Rating Threshold; or

2.5 Each report submitted by the Supplier pursuant to paragraph 2.3(b) shall:

- 2.5.1 be a single report with separate sections for each of the FDE Group entities;
- 2.5.2 contain a sufficient level of information to enable the Relevant Authority to verify the calculations that have been made in respect of the Financial Indicators;
- 2.5.3 include key financial and other supporting information (including any accounts data that has been relied on) as separate annexes;
- 2.5.4 be based on the audited accounts for the date or period on which the Financial Indicator is based or, where the Financial Indicator is not linked to an accounting period or an accounting reference date, on unaudited management accounts prepared in accordance with their normal timetable; and
- 2.5.5 include a history of the Financial Indicators reported by the Supplier in graph form to enable the Relevant Authority to easily analyse and assess the trends in financial performance.

**3. Financial Distress events**

3.1 The following shall be Financial Distress Events:

- 3.1.1 the credit rating of an FDE Group entity dropping below the applicable Credit Rating Threshold;
- 3.1.2 an FDE Group entity issuing a profits warning to a stock exchange or making any other public announcement, in each case about a material deterioration in its financial position or prospects;
- 3.1.3 there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of an FDE Group entity;

#### Joint Schedule 7 (Financial Difficulties)

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- 3.1.4 an FDE Group entity committing a material breach of covenant to its lenders;
- 3.1.5 a Key Sub-contractor notifying CCS or the Buyer that the Supplier has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute;
- 3.1.6 any of the following:
  - (a) commencement of any litigation against an FDE Group entity with respect to financial indebtedness ~~greater than £5m or obligations under a service contract with a total contract value greater than £5m;~~
  - (b) non-payment by an FDE Group entity of any financial indebtedness;
  - (c) any financial indebtedness of an FDE Group entity becoming due as a result of an event of default;
  - (d) the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity; or
  - (e) the external auditor of an FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE entity;

in each case which the Relevant Authority reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and delivery of the Deliverables in accordance with the Contract; and
- 3.1.7 any [one] of the Financial Indicators set out at Paragraph 5 for any of the FDE Group entities failing to meet the required Financial Target Threshold.

#### 4. Consequences of Financial Distress Events

- 4.1 Immediately upon notification by the Supplier of a Financial Distress Event (or if the Relevant Authority becomes aware of a Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Relevant Authority shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.
- 4.2 In the event of a late or non-payment of a Key Sub-contractor pursuant to Paragraph 3.1(e), the Relevant Authority shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier 10 Working Days to:
  - 4.2.1 rectify such late or non-payment; or
  - 4.2.2 demonstrate to the Relevant Authority's reasonable satisfaction that there is a valid reason for late or non-payment.
- 4.3 The Supplier shall (and shall procure that ~~any Monitored Supplier~~, the Guarantor and/or any relevant Key Sub-contractor shall):

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- 4.3.1 at the request of the Relevant Authority, meet the Relevant Authority as soon as reasonably practicable (and in any event within 3 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Relevant Authority may permit and notify to the Supplier in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the Services in accordance with the Contract; and
- 4.3.2 where the Relevant Authority reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3(a) that the Financial Distress Event could impact on the continued performance and delivery of the Deliverables in accordance with the Contract:
- (a) submit to the Relevant Authority for its approval, a draft Financial Distress Remediation Plan as soon as reasonably practicable (and in any event, within 10 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Relevant Authority may permit and notify to the Supplier in writing); and
  - (b) to the extent that it is legally permitted to do so and subject to Paragraph 4.8, provide such information relating to the Supplier, ~~any Monitored Supplier~~, Key Sub-contractors and/or the Guarantor as the Buyer may reasonably require in order to understand the risk to the Deliverables, which may include forecasts in relation to cash flow, orders and profits and details of financial measures being considered to mitigate the impact of the Financial Distress Event.
- 4.4 The Relevant Authority shall not withhold its approval of a draft Financial Distress Remediation Plan unreasonably. If the Relevant Authority does not approve the draft Financial Distress Remediation 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 Remediation Plan, which shall be resubmitted to the Relevant Authority within 5 Working Days of the rejection of the first draft. This process shall be repeated until the Financial Distress Remediation Plan is approved by the Relevant Authority or referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms under Paragraph 4.5.
- 4.5 If the Relevant Authority considers that the draft Financial Distress Remediation Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not ensure the continued performance of the Supplier's obligations in accordance with the Contract, then it may either agree a further time period for the development and agreement of the Financial Distress Remediation Plan or escalate any issues with the draft Financial Distress Remediation Plan using the Dispute Resolution Procedure in Clause 34 of the Core Terms.



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4.6 Following approval of the Financial Distress Remediation Plan by the Relevant Authority, the Supplier shall:

- 4.6.1 on a regular basis (which shall not be less than fortnightly):
  - (a) review and make any updates to the Financial Distress Remediation Plan as the Supplier may deem reasonably necessary and/or as may be reasonably requested by the Relevant Authority, so that the plan remains adequate, up to date and ensures the continued performance and delivery of the Deliverables in accordance with this Contract; and
  - (b) provide a written report to the Relevant Authority setting out its progress against the Financial Distress Remediation Plan, the reasons for any changes made to the Financial Distress Remediation Plan by the Supplier and/or the reasons why the Supplier may have decided not to make any changes;
- 4.6.2 where updates are made to the Financial Distress Remediation Plan in accordance with Paragraph 4.6(a), submit an updated Financial Distress Remediation Plan to the Relevant Authority for its approval, and the provisions of Paragraphs 4.4 and 4.5 shall apply to the review and approval process for the updated Financial Distress Remediation Plan; and
- 4.6.3 comply with the Financial Distress Remediation Plan (including any updated Financial Distress Remediation Plan) and ensure that it achieves the financial and performance requirements set out in the Financial Distress Remediation Plan.

4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event under Paragraph 4.1 (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Relevant Authority and the Parties may agree that the Supplier shall be relieved of its obligations under Paragraph 4.6.

4.8 The Supplier shall use reasonable endeavours to put in place the necessary measures to ensure that the information specified at paragraph 4.3(b)(ii) is available when required and on request from the Relevant Authority and within reasonable timescales. Such measures may include:

- 4.8.1 obtaining in advance written authority from Key Sub-contractors and/or, the Guarantor and/or Monitored Suppliers authorising the disclosure of the information to the Buyer and/or entering into confidentiality agreements which permit disclosure;
- 4.8.2 agreeing in advance with the Relevant Authority, Key Sub-contractors and/or, the Guarantor and/or Monitored Suppliers a form of confidentiality agreement to be entered by the relevant parties to enable the disclosure of the information to the Relevant Authority;

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- 4.8.3 putting in place any other reasonable arrangements to enable the information to be lawfully disclosed to the Relevant Authority (which may include making price sensitive information available to the Relevant Authority's nominated personnel through confidential arrangements, subject to their consent); and
- 4.8.4 disclosing the information to the fullest extent that it is lawfully entitled to do so, including through the use of redaction, anonymisation and any other techniques to permit disclosure of the information without breaching a duty of confidentiality.

**5. Financial Indicators**

~~[Guidance: The Financial Indicators set out in the table at paragraph 5.1 are examples of the types of Financial Indicators that you may wish to use in respect of the Supplier's financial standing for contracts recognised as Gold or Silver in accordance with Contract Tiering Tool. These should be aligned with any financial standing criteria used at the selection stage of the procurement and you may wish to delete or insert different indicators as appropriate. Financial Indicators may be restricted to specific key indicators rather than including all of the criteria used at the selection stage]~~

5.1 Subject to the calculation methodology set out at Annex 3 of this Schedule, the Financial Indicators and the corresponding calculations and thresholds used to determine whether a Financial Distress Event has occurred in respect of those Financial Indicators, shall be as follows:

Financial Indicator	Calculation <sup>1</sup>	Financial Target Threshold:	Monitoring and Reporting Frequency <del>{if different from the default position set out in Paragraph 2.3(b)}</del>
<b>4</b> <b>[Operating Margin]</b> <b>OR</b> <b>[The higher of (a) the Operating Margin for the most recent 12 month period and (b) the average Operating Margin for the last two 12 month periods]</b>	<del><i>{Operating Margin = Operating Profit / Revenue}</i></del>	<del><i>[&gt; [X%]]</i></del>	<del><i>Tested and reported [yearly / half yearly] in arrears within [120 / 90] days of each [accounting reference date / half year end] based upon figures for the 12 months ending on the relevant [accounting reference date / half year end]</i></del>

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<b>2</b> <b>[Free Cash Flow to Net Debt Ratio]</b> <b>OR</b> <b>[Net Debt to EBITDA Ratio]</b>	$\frac{\text{Free Cash Flow}}{\text{Net Debt}}$ $\text{Ratio} = \frac{\text{Free Cash Flow}}{\text{Net Debt}}$ <b>OR</b> $\frac{\text{Net Debt}}{\text{EBITDA}}$ $\text{ratio} = \frac{\text{Net Debt}}{\text{EBITDA}}$	$> [X\%]$ <b>OR</b> $< [X] \text{ times}$	<p>Tested and reported <del>[yearly / half yearly]</del> in arrears within <del>[120 / 90]</del> days of each <del>[accounting reference date / half year end]</del> based upon <del>[Free Cash Flow / EBITDA]</del> for the 12 months ending on, and Net Debt at, the relevant <del>[accounting reference date / half year end]</del></p>
<b>3</b> <b>[Net Debt + Net Pension Deficit to EBITDA ratio]</b>	$\frac{\text{Net Debt} + \text{Net Pension Deficit}}{\text{EBITDA}}$ $\text{Ratio} = \frac{(\text{Net Debt} + \text{Net Pension Deficit})}{\text{EBITDA}}$	$< [X] \text{ times}$	<p>Tested and reported yearly in arrears within 90 days of each accounting reference date based upon EBITDA for the 12 months ending on, and the Net Debt and Net Pension Deficit at, the relevant accounting reference date</p>
<b>4<sup>1</sup></b> <b>[Net Interest Paid Cover]</b>	$\frac{\text{Net Interest Paid}}{\text{Earnings Before Interest and Tax} / \text{Net Interest Paid}}$	$> 4.5 [X] \text{ times}$	<p>Tested and reported <del>[yearly / half yearly]</del> in arrears within <del>[120 / 90]</del> days of each <del>[accounting reference date / half year end]</del> based upon figures for the 12 months ending on the relevant <del>[accounting reference date / half year end]</del></p>
<b>5<sup>2</sup></b> <b>[Acid Ratio]</b>	$\frac{\text{Current Assets} - \text{Inventories}}{\text{Current Liabilities}}$ $\text{Ratio} = \frac{(\text{Current Assets} - \text{Inventories})}{\text{Current Liabilities}}$	$> 1.0 [X] \text{ times}$	<p>Tested and reported <del>[yearly / half yearly]</del> in arrears within <del>[120 / 90]</del> days of each <del>[accounting reference date / half year end]</del> based upon figures at the relevant <del>[accounting reference date / half year end]</del></p>
<b>6<sup>3</sup></b> <b>[Net Asset value]</b>	$\text{Net Asset Value} = \text{Net Assets}$	$> £0$	<p>Tested and reported <del>[yearly / half yearly]</del> in arrears within <del>[120 / 90]</del> days of each <del>[accounting reference date / half year end]</del></p>

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			<del>end</del> based upon figures at the relevant {accounting reference date /half-year end}
<del>7</del> <u>4</u> <b>{Group Exposure Ratio}</b>	<b>{Group Exposure / Gross Assets}</b>	<b>{&lt; <del>25</del><u>X</u>}%</b>	Tested and reported yearly in arrears within 90 days of each accounting reference date based upon figures at the relevant accounting reference date
<b>Financial Target 8</b> <b>{etc.}</b>	<b>{etc.}</b>	<b>{etc.}</b>	<b>{etc.}</b>

Key: 1 – see Annex 3 to this Schedule which sets out the calculation methodology to be used in the calculation of each financial indicator.

**5.2 Monitored Suppliers**

[Guidance: Insert details of any other entities which the Supplier is required to monitor against the Financial Indicators. These are in addition to the Supplier's monitoring of itself, the Guarantor and the Key Sub-contractors. Not all the Financial Indicators may be applicable to a Monitored Supplier, so indicate which of these are to apply in the table below]

<b>Monitored Supplier</b>	<b>Applicable Financial Indicators</b> (these are the Financial Indicators from the table in Paragraph 5.1 which are to apply to the Monitored Suppliers)
{Entity 1 e.g Group Member, Sub-contractor, Relevant Parent Company etc.}	{1 – Operating Margin} {2 – etc.} {3}{4}{5}{6}{7}{8}{etc..}
{Entity 2 e.g Group Member, Sub-contractor, Relevant Parent Company etc.}	{1 – Operating Margin} {2 – etc.} {3}{4}{5}{6}{7}{8}{etc..}
{etc.}	{etc.}

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**6. Termination rights**

6.1 The Relevant Authority shall be entitled to terminate the Contract if:

- 6.1.1 the Supplier fails to notify the Relevant Authority of a Financial Distress Event in accordance with Paragraph 2.3(c);
- 6.1.2 the Parties fail to agree a Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraphs 4.3 to 4.5; and/or
- 6.1.3 the Supplier fails to comply with the terms of the Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraph 4.6(c),

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

**7. Primacy of Credit Ratings**

7.1 Without prejudice to the Supplier's obligations and the Relevant Authority's rights and remedies under Paragraph 2, if, following the occurrence of a Financial Distress Event pursuant to any of Paragraphs 3.1(b) to 3.1(g), the Rating Agencies review and report subsequently that the credit ratings for the FDE Group entities do not drop below the relevant Credit Rating Thresholds specified for those entities in Annex 2 to this Schedule, then:

- 7.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and
- 7.1.2 the Relevant Authority shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3(b)(ii).

**8. Board confirmation**

8.1 If the Contract has been specified as a Critical Service Contract under Paragraph 2.1 of Part B of Annex 1 to Call-Off Schedule 8 (Business Continuity and Disaster Recovery) (if applicable) then, subject to Paragraph 8.4 of this Schedule, the Supplier shall within ninety (90) days after each Accounting Reference Date or within 15 months of the previous Board Confirmation (whichever is the earlier) provide a Board Confirmation to the Relevant Authority in the form set out at Annex 4 to this Schedule, confirming that to the best of the Board's knowledge and belief, it is not aware of and has no knowledge:

- 8.1.1 that a Financial Distress Event has occurred since the later of the Effective Date or the previous Board Confirmation or is subsisting; or
- 8.1.2 of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event.

8.2 The Supplier shall ensure that in its preparation of the Board Confirmation it exercises due care and diligence and has made reasonable enquiry of all relevant Supplier Staff and other persons as is reasonably necessary to understand and confirm the position.

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8.3 In respect of the first Board Confirmation to be provided under this Contract, the Supplier shall provide the Board Confirmation within 15 months of the Effective Date if earlier than the timescale for submission set out in Paragraph 8.1 of this Schedule.

8.4 Where the Supplier is unable to provide a Board Confirmation in accordance with Paragraphs 8.1 to 8.3 of this Schedule due to the occurrence of a Financial Distress Event or knowledge of subsisting matters which could reasonably be expected to cause a Financial Distress Event, it will be sufficient for the Supplier to submit in place of the Board Confirmation, a statement from the Board of Directors to the Buyer (and where the Supplier is a Strategic Supplier, the Supplier shall send a copy of the statement to the Cabinet Office Markets and Suppliers Team) setting out full details of any Financial Distress Events that have occurred and/or the matters which could reasonably be expected to cause a Financial Distress Event.

**9. Optional Clauses**

9.1 Where a Buyer's Call-Off Contract is a Bronze Contract, if specified in the Order Form, the terms at Annex 5 shall apply to the Call-Off Contract in place of the remainder of this Joint Schedule 7.

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Annex 1: Rating Agencies and their standard Rating System

[Dun and Bradstreet.](#)  
[D&B Failure Score of <51](#)  
[Rating Agency 1]  
[Rating Agency 2]

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Annex 2: Credit Ratings and Credit Rating Thresholds

Entity	Credit rating (long term)
Supplier	D&B – Financial Failure Score = or >70 <u>51</u> .
[Guarantor]	<u>D&amp;B – Financial Failure Score = or &gt;51.</u>
[Key Subcontractor]	

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Annex 3: Calculation methodology for Financial Indicators

~~[Guidance: Amend this section as appropriate to reflect the calculation methodology for those Financial Indicators that are selected for inclusion in Paragraph 5.1 of this Schedule]~~

The Supplier shall ensure that it uses the following general and specific methodologies for calculating the Financial Indicators against the Financial Target Thresholds:

General methodology

- 1 **Terminology:** The terms referred to in this Annex are those used by UK companies in their financial statements. Where the entity is not a UK company, the corresponding items should be used even if the terminology is slightly different (for example a charity would refer to a surplus or deficit rather than a profit or loss).
- 2 **Groups:** Where the entity is the holding company of a group and prepares consolidated financial statements, the consolidated figures should be used.
- 3 **Foreign currency conversion:** Figures denominated in foreign currencies should be converted at the exchange rate in force at the relevant date for which the Financial Indicator is being calculated.
- 4 **Treatment of non-underlying items:** Financial Indicators should be based on the figures in the financial statements before adjusting for non-underlying items.

Specific Methodology

Financial Indicator	Specific Methodology
4 [Operating Margin]	<del>[The elements used to calculate the Operating Margin should be shown on the face of the Income Statement in a standard set of financial statements.</del>  <del>Figures for Operating Profit and Revenue should exclude the entity's share of the results of any joint ventures or Associates.</del>  <del>Where an entity has an operating loss (i.e. where the operating profit is negative), Operating Profit should be taken to be zero.]</del>
2 [Free Cash Flow to Net Debt Ratio]	<del>["Free Cash Flow" = Net Cash Flow from Operating Activities — Capital Expenditure</del>  <del>"Capital Expenditure" = Purchase of property, plant &amp; equipment + purchase of intangible assets</del>

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<p><b>OR</b></p> <p><b>[Net Debt to EBITDA Ratio]</b></p>	<p><del><b>“Net Debt” = Bank overdrafts + Loans and borrowings + Finance Leases + Deferred consideration payable — Cash and cash equivalents</b></del></p> <p>The majority of the elements used to calculate the Free Cash Flow to Net Debt Ratio should be shown on the face of the Statement of Cash Flows and the Balance Sheet in a standard set of financial statements.</p> <p><del><b>Net Cash Flow from Operating Activities:</b></del> This should be stated after deduction of interest and tax paid.</p> <p><del><b>Capital expenditure:</b></del> The elements of capital expenditure may be described slightly differently but will be found under ‘Cash flows from investing activities’ in the Statement of Cash Flows; they should be limited to the purchase of fixed assets (including intangible assets) for the business and exclude acquisitions. The figure should be shown gross without any deduction for any proceeds of sale of fixed assets.</p> <p><del><b>Net Debt:</b></del> The elements of Net Debt may also be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be treated as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members.</p> <p><del>Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.</del></p> <p><del>Cash and cash equivalents should include short-term financial investments shown in current assets.</del></p> <p><del>Where Net debt is negative (i.e. an entity has net cash); the relevant Financial Target Threshold should be treated as having been met.]</del></p> <p><b>OR</b></p> <p><del><b>“Net Debt” = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable — Cash and cash equivalents</b></del></p> <p><del><b>“EBITDA” = Operating profit + Depreciation charge + Amortisation charge</b></del></p> <p>The majority of the elements used to calculate the Net Debt to EBITDA Ratio should be shown on the face of the</p>
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	<p><del>Balance sheet, Income statement and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.</del></p> <p><del><b>Net Debt:</b> The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members.</del></p> <p><del>Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.</del></p> <p><del>Cash and cash equivalents should include short term financial investments shown in current assets.</del></p> <p><del>Where Net debt is negative (i.e. an entity has net cash), the relevant Financial Target Threshold should be treated as having been met.</del></p> <p><del><b>EBITDA:</b> Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates. The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts. Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless Net Debt is also negative, in which case the relevant Financial Target Threshold should be treated as having been met).]</del></p>
<b>3</b> <b>[Net Debt + Net Pension Deficit to EBITDA ratio]</b>	<p><del><b>["Net Debt" = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable — Cash and cash equivalents</b></del></p> <p><del><b>"Net Pension Deficit" = Retirement Benefit Obligations — Retirement Benefit Assets</b></del></p> <p><del><b>"EBITDA" = Operating profit + Depreciation charge + Amortisation charge</b></del></p> <p><del>The majority of the elements used to calculate the Net Debt + Net Pension Deficit to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement and Statement of Cash Flows in a standard set of financial</del></p>

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	<p>statements but will otherwise be found in the notes to the financial statements.</p> <p><del><b>Net Debt:</b> The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members.</del></p> <p><del>Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.</del></p> <p><del>Cash and cash equivalents should include short-term financial investments shown in current assets.</del></p> <p><del><b>Net Pension Deficit:</b> Retirement Benefit Obligations and Retirement Benefit Assets may be shown on the face of the Balance Sheet or in the notes to the financial statements. They may also be described as pension benefits / obligations, post-employment obligations or other similar terms.</del></p> <p><del>Where 'Net Debt + Net Pension Deficit' is negative, the relevant Financial Target Threshold should be treated as having been met.</del></p> <p><del><b>EBITDA:</b> Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates.</del></p> <p><del>The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts.</del></p> <p><del>Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless 'Net Debt + Net Pension Deficit' is also negative, in which case the relevant Financial Target Threshold should be regarded as having been met).]</del></p>
<p><b>14</b></p> <p><b>{Net Interest Paid Cover}</b></p>	<p><del><b>["Earnings Before Interest and Tax" = Operating profit</b></del></p> <p><del><b>"Net Interest Paid" = Interest paid – Interest received</b></del></p> <p>Operating profit should be shown on the face of the Income Statement in a standard set of financial statements and, for the purposes of calculating this Financial Indicator,</p>

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	<p>should include the entity's share of the results of any joint ventures or Associates.</p> <p>Interest received and interest paid should be shown on the face of the Cash Flow statement.</p> <p>Where Net interest paid is negative (i.e. the entity has net interest received), the relevant Financial Target Threshold should be treated as having been met.}</p>
<p><b>52</b></p> <p><b>{Acid Ratio}</b></p>	<p>{All elements that are used to calculate the Acid Ratio are available on the face of the Balance Sheet in a standard set of financial statements.}</p>
<p><b>36</b></p> <p><b>{Net Asset value}</b></p>	<p>{Net Assets are shown (but sometimes not labelled) on the face of the Balance Sheet of a standard set of financial statements. Net Assets are sometimes called net worth or 'Shareholders' Funds'. They represent the net assets available to the shareholders. Where an entity has a majority interest in another entity in which there are also minority or non-controlling interests (i.e. where it has a subsidiary partially owned by outside investors), Net Assets should be taken inclusive of minority or non-controlling interests (as if the entity owned 100% of such entity).}</p>
<p><b>47</b></p> <p><b>{Group Exposure Ratio}</b></p>	<p><i>"Group Exposure" = Balances owed by Group Undertakings + Contingent liabilities assumed in support of Group Undertakings</i></p> <p><i>"Gross Assets" = Fixed Assets + Current Assets</i></p> <p><u>Group Exposure</u>: Balances owed by (ie receivable from) Group Undertakings are shown within Fixed assets or Current assets either on the face of the Balance Sheet or in the relevant notes to the financial statements. In many cases there may be no such balances, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group.</p> <p>Contingent liabilities assumed in support of Group Undertakings are shown in the Contingent Liabilities note in a standard set of financial statements. They include guarantees and security given in support of the borrowings of other group companies, often as part of group borrowing arrangements. Where the contingent liabilities are capped, the capped figure should be taken as their value. Where no cap or maximum is specified, the relevant Financial Target Threshold should automatically be regarded as not having been met.</p>

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	<p>In many cases an entity may not have assumed any contingent liabilities in support of Group Undertakings, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group.</p> <p><u>Gross Assets:</u> Both Fixed assets and Current assets are shown on the face of the Balance Sheet</p>
<p>8</p> <p><del>[Insert additional Financial Indicators as necessary]</del></p>	<p><u>[Etc.]</u></p>

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ANNEX 4: BOARD CONFIRMATION

Supplier Name:

Contract Reference Number:

The Board of Directors acknowledge the requirements set out at paragraph [Error! Reference source not found.](#)8 of Joint Schedule 7 (*Financial Distress*) and confirm that the Supplier has exercised due care and diligence and made reasonable enquiry of all relevant Supplier Staff and other persons as is reasonably necessary to enable the Board to prepare this statement.

The Board of Directors confirms, to the best of its knowledge and belief, that as at the date of this Board Confirmation it is not aware of and has no knowledge:

- (a) that a Financial Distress Event has occurred since the later of the previous Board Confirmation and the Effective Date or is subsisting; or
- (b) of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event

On behalf of the Board of Directors:

Chair	.....
Signed	.....
Date	.....
Director	.....
Signed	.....
Date	.....

**ANNEX 5: OPTIONAL CLAUSES FOR BRONZE CONTRACTS**

**1. Definitions**

1.1 In this Annex 5, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

- |                                   |   |
|-----------------------------------|---|
| <b>"Credit Rating Threshold"</b>  | — the minimum credit rating level for the Monitored Company as set out in Appendix 2;   |
| <b>"Financial Distress Event"</b> | — the occurrence of one or more of the following events: <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 Party;</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></ul></li></ul> |



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	<del>ii) non-payment by the Monitored Company of any financial indebtedness;</del>
	<del>iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or</del>
	<del>iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company</del>
	<del>in each case which the Relevant Authority 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;</del>
<b>"Financial Distress Service Continuity Plan"</b>	<del>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;</del>
<b>"Monitored Company"</b>	<del>Supplier [the Guarantor] or any Key Subcontractor]</del>
<b>"Rating Agencies"</b>	<del>the rating agencies listed in Appendix 1.</del>

**2. When this Schedule applies**

- ~~2.1 The Parties shall comply with the provisions of this Annex 5 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 Annex 5 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 the Relevant Authority 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 Appendix 2.~~
- ~~3.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify the Relevant Authority in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.~~

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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 the Relevant Authority within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by the Relevant Authority (such requests not to exceed 4 in any Contract Year) with written calculations of **[Guidance: check with Commercial Finance what provisions to make here — the quick ratio is not currently used]** the quick ratio for the Monitored Company as at the end of each Contract Year or such other date as may be requested by the Relevant Authority. For these purposes the "quick ratio" on any date means:

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

where:

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

3.4 The Supplier shall:

- 3.4.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and
- 3.4.2 promptly notify (or shall procure that its auditors promptly notify) the Relevant Authority 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.

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**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 the Relevant Authority 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 the Relevant Authority shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6 of this Annex 5.~~

**[Guidance: delete this clause if there are no Key Subcontractors or the Key Subcontractors are not Monitored Company]**

~~4.2 [In the event that a Financial Distress Event arises due to a Key Subcontractor notifying the Relevant Authority that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, the Relevant Authority 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 the Relevant Authority'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 the Relevant Authority meet the Relevant Authority 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 the Relevant Authority reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:~~

~~(a) submit to the Relevant Authority 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 the Relevant Authority may reasonably require.~~

~~4.4 If the Relevant Authority 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 the Relevant Authority within five (5) Working Days of~~

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~~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 the Relevant Authority or referred to the Dispute Resolution Procedure.~~

~~4.5 If the Relevant Authority 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 the Relevant Authority, the Supplier shall:~~

~~4.6.1 on a regular basis (which shall not be less than Monthly); review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance each Contract and delivery of the Deliverables in accordance with each Call Off Contract;~~

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

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

~~4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Relevant Authority 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 the Relevant Authority of a Financial Distress Event in accordance with Paragraph 3.4;~~

~~5.1.2 The Relevant Authority 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~~

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~~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 The Relevant Authority shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).~~

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~~APPENDIX 1: RATING AGENCIES~~

~~{Rating Agency 1}~~

~~{Rating Agency 2}~~

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**APPENDIX 2: CREDIT RATINGS & CREDIT  
RATING THRESHOLDS**

**Part 1: Current Rating**

Entity	Credit rating (long term)
Supplier	[D&B Threshold]
[Guarantor]	
[Key Subcontractor]	

## Joint Schedule 8 (Guarantee)

### 1. Definitions

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

<b>"Guarantee"</b>	a deed of guarantee from the Guarantor in favour of a Buyer in the form set out in Annex 1 to this Schedule;
<b>"Guarantor"</b>	the person that the Supplier relied upon to meet the economic and financial standing requirements of the selection stage of the procurement process for the Framework Contract; and
<b>"Letter of Intent to Guarantee"</b>	the letter from the Guarantor to CCS to confirm that the Guarantor will enter into each Guarantee in the form set out in Annex 2 to this Schedule.

### 2. Obligation to Provide Guarantee

2.1 Where CCS has notified the Supplier that the award of the Framework Contract is conditional upon the availability of a Guarantee for each Call-Off Contract:

2.1.1 as a condition for the award of the Framework Contract, the Supplier must have delivered to CCS within 30 days of a request by CCS:

2.1.1.1 an executed Letter of Intent to Guarantee from the Guarantor; and

2.1.1.2 a certified copy extract of the board minutes and/or resolution of the Guarantor approving the intention to enter into a Letter of Intent to Guarantee in accordance with the provisions of this Schedule; and

2.1.2 on demand from a Buyer, the Supplier must procure a Guarantee in accordance with Paragraph 2.4 below.

2.2 If the Supplier fails to deliver any of the documents required by Paragraph

2.1.1 above within 30 days of request then:

2.2.1 CCS may terminate this Framework Contract; and

2.2.2 each Buyer may terminate any or all of its Call-Off Contracts, in each case as a material Default of the Contract for the purposes of Clause 11.4.1(d) of the Core Terms.

2.3 Where the CCS has received a Letter of Intent to Guarantee from the Guarantor pursuant to Paragraph 2.1.1, CCS may terminate this Framework Contract as a material Default of the Contract for the purposes of Clause 11.4.1(d) of the Core Terms where:



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- 2.3.1 the Guarantor withdraws or revokes the Letter of Intent to Guarantee in whole or in part for any reason whatsoever;
  - 2.3.2 the Letter of Intent to Guarantee becomes invalid or unenforceable for any reason whatsoever;
  - 2.3.3 the Guarantor refuses to enter into a Guarantee in accordance with Paragraph 2.1.2 above; or
  - 2.3.4 an Insolvency Event occurs in respect of the Guarantor, and in each case the Letter of Intent to Guarantee is not replaced by an alternative commitment to make resources available acceptable to CCS.
- 2.4 Where a Buyer has notified the Supplier that the award of the Call-Off Contract by the Buyer shall be conditional upon receipt of a valid Guarantee, then, on or prior to the execution of the Call-Off Contract, as a condition precedent of that Call-Off Contract, the Supplier shall deliver to the Buyer by the date so specified by the Buyer:
- 2.4.1 an executed Guarantee; and
  - 2.4.2 a certified copy extract of the board minutes and/or resolution of the Guarantor approving the execution of the Guarantee.
- 2.5 Where a Buyer has procured a Guarantee under Paragraph 2.4 above, the Buyer may terminate the Call-Off Contract for as a material Default of the Contract for the purposes of Clause 11.4.1(d) of the Core Terms where:
- 2.5.1 the Guarantor withdraws the Guarantee in whole or in part for any reason whatsoever;
  - 2.5.2 the Guarantor is in breach or anticipatory breach of the Guarantee;
  - 2.5.3 an Insolvency Event occurs in respect of the Guarantor;
  - 2.5.4 the Guarantee becomes invalid or unenforceable for any reason whatsoever; or
  - 2.5.5 the Supplier fails to provide any of the documentation required by Paragraph 2.4 by the date so specified by the Buyer,
- and in each case the Guarantee is not replaced by an alternative guarantee agreement acceptable to the Buyer.

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**DEED OF GUARANTEE**

**PROVIDED BY**

**HGS International**

**FOR THE BENEFIT OF**

**The Secretary of State for Health and Social Care, acting through the UK  
Health Security Agency, Nobel House, Smith Square, London SW1P 3  
JR, as part of the Crown**

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**HGS INTERNATIONAL – (“The Company”)**

*Registered Office: St James Court-Suite 308, St Denis Street, Port Louis, Republic of Mauritius*

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**DEED OF GUARANTEE**

**THIS DEED OF GUARANTEE** is made the 13<sup>th</sup> day of January 2022

**PROVIDED BY:**

HGS International, a company incorporated under the laws of Mauritius, registered in Mauritius with number 53867/C1/GB1 at Port Louis, Mauritius, whose principal office is at St James Court, Suite 308, St. Denis Street, Port Louis, Mauritius (“**Guarantor**”)

**WHEREAS:**

The Guarantor has agreed, in consideration of the Beneficiary entering into the Guaranteed Agreement with the Supplier, to guarantee all of the Supplier's obligations under the Guaranteed Agreement.

(A) It is the intention of the Guarantor that this document be executed and take effect as a deed.

Now in consideration of the Beneficiary entering into the Guaranteed Agreement, the Guarantor hereby agrees for the benefit of the Beneficiary as follows:

**1. DEFINITIONS AND INTERPRETATION**

In this Deed of Guarantee:

- 1.1 unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Guaranteed Agreement;
- 1.2 the words and phrases below shall have the following meanings:

<b>"Beneficiary"</b>	means the Secretary of State for Health and Social Care, acting through the UK Health Security Agency, Nobel House, Smith Square, London SW1P 3 JR, as part of the Crown;
<b>"Call-Off Contract"</b>	has the meaning given to it in the Framework Contract;
<b>"Framework Contract"</b>	means the framework contract RM6181 to supply the Deliverables in Lot 1 between the Minister for the Cabinet Office represented by its executive agency the Crown Commercial Service and the Supplier;

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<b>"Guaranteed Agreement"</b>	means the Call-Off Contract with reference number CCCS20A15 made between the Beneficiary and the Supplier on or around the date of this Deed of Guarantee;
<b>"Guaranteed Obligations"</b>	means all obligations and liabilities of the Supplier to the Beneficiary under a Guaranteed Agreement together with all obligations owed by the Supplier to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to a Guaranteed Agreement; and
<b>"Supplier"</b>	means Hinduja Global Solutions UK Ltd (trading as HGS UK Ltd), 11th Floor West, Vantage London, Great West Road, Brentford, Greater London, TW8 9AG (03017799).

- 1.3 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to a Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;
- 1.4 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;
- 1.5 references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
- 1.6 the words "other" and "otherwise" are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;
- 1.7 unless the context otherwise requires, reference to a gender includes the other gender and the neuter;
- 1.8 unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;
- 1.9 unless the context otherwise requires, any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
- 1.10 references to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee; and

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- 1.11 references to liability are to include any liability whether actual, contingent, present or future.

**2. GUARANTEE AND INDEMNITY**

- 2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.
- 2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor.
- 2.3 If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:
- 2.3.1 fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and
- 2.3.2 as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Supplier under the Guaranteed Agreement.
- 2.4 As a separate and independent obligation and liability from its obligations and liabilities under Clauses 2.1 to 2.3 above, the Guarantor as a primary obligor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the



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Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

**3. OBLIGATION TO ENTER INTO A NEW CONTRACT**

If the Guaranteed Agreement is terminated for any reason, whether by the Beneficiary or the Supplier, or if the Guaranteed Agreement is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary enter into a contract with the Beneficiary in terms mutatis mutandis the same as the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.

**4. DEMANDS AND NOTICES**

4.1 Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:

Hinduja Global Solutions UK Limited  
Eleventh Floor West,  
Vantage  
Great West Road  
Brentford  
Greater London  
TW8 9AG

For the attention of [Redacted under the FOIA]

[Redacted under the FOIA]

or such other address in England and Wales or facsimile number as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address or facsimile number for the receipt of such demands or notices.

4.2 Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:

4.2.1 if delivered by hand, at the time of delivery; or

6 Workshare 10.0 comparison of Joint Schedule 8 - Guarantee for PSC v3.3.docx and

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- 4.2.2 if posted, at 10.00 a.m. on the second Working Day after it was put into the post; or
- 4.2.3 if sent by facsimile, at the time of despatch, if despatched before 5.00 p.m. on any Working Day, and in any other case at 10.00 a.m. on the next Working Day.
- 4.3 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the facsimile message was properly addressed and despatched, as the case may be.
- 4.4 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

**5. BENEFICIARY'S PROTECTIONS**

- 5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.
- 5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:
  - 5.2.1 it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;
  - 5.2.2 it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Beneficiary, the Guarantor or any other person;
  - 5.2.3 if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the

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- Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and
- 5.2.4 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.
- 5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach or non-performance by the Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation.
- 5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.
- 5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.
- 5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are



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or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.

- 5.8 The Guarantor shall afford any auditor of the Beneficiary appointed under the Guaranteed Agreement access to such records and accounts at the Guarantor's premises and/or provide such records and accounts or copies of the same, as may be required and agreed with any of the Beneficiary's auditors from time to time, in order that the Auditor may identify or investigate any circumstances which may impact upon the financial stability of the Guarantor.

**6. GUARANTOR INTENT**

Without prejudice to the generality of Clause 5 (Beneficiary's protections), the Guarantor expressly confirms that it intends that this Deed of Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Guaranteed Agreement and any associated fees, costs and/or expenses.

**7. RIGHTS OF SUBROGATION**

- 7.1 The Guarantor shall, at any time when there is any default in the performance of any of the Guaranteed Obligations by the Supplier and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:

- 7.1.1 of subrogation and indemnity;
- 7.1.2 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier's obligations; and
- 7.1.3 to prove in the liquidation or insolvency of the Supplier, only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor hereby acknowledges that it has not taken any security from the Supplier and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this Clause on trust for the Beneficiary.

**8. DEFERRAL OF RIGHTS**

- 8.1 Until all amounts which may be or become payable by the Supplier under or in connection with the Guaranteed Agreement have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:

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- 8.1.1 exercise any rights it may have to be indemnified by the Supplier;
- 8.1.2 claim any contribution from any other guarantor of the Supplier's obligations under the Guaranteed Agreement;
- 8.1.3 take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement;
- 8.1.4 demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Supplier; or
- 8.1.5 claim any set-off or counterclaim against the Supplier;
- 8.2 If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause 8, anything so received, and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.

## **9. REPRESENTATIONS AND WARRANTIES**

- 9.1 The Guarantor hereby represents and warrants to the Beneficiary that:
  - 9.1.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;
  - 9.1.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;
  - 9.1.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including, without limitation entry into and performance of a contract pursuant to Clause 3, have been duly authorised by all necessary corporate action and do not contravene or conflict with:
    - 9.1.3.1 the Guarantor's memorandum and articles of association or other equivalent constitutional documents;
    - 9.1.3.2 any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or

**Joint Schedule 8 (Guarantee)**

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- 9.1.3.3 the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;
- 9.1.4 all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and
- 9.1.5 this Deed of Guarantee is the legal, valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

**10. PAYMENTS AND SET-OFF**

- 10.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.
- 10.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.
- 10.3 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

**11. GUARANTOR'S ACKNOWLEDGEMENT**

The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.

**12. ASSIGNMENT**

- 12.1 The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the

**Joint Schedule 8 (Guarantee)**  
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Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.

- 12.2 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed of Guarantee.

**13. SEVERANCE**

If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

**14. THIRD PARTY RIGHTS**

Other than the Beneficiary, a person who is not a Party to this Deed of Guarantee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

**15. SURVIVAL**

This Deed of Guarantee shall survive termination or expiry of the Guaranteed Agreement.

**16. GOVERNING LAW**

- 16.1 This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.
- 16.2 The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.
- 16.3 Nothing contained in this Clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).



**Joint Schedule 8 (Guarantee)**

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- 16.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.
- 16.5 The Guarantor hereby irrevocably designates, appoints and empowers the Supplier either at its registered office or by email to **Redacted**  
**Redacted under the FOIA**  
from time to time to act as its authorised agent to receive notices, demands, service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Beneficiary in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the service of notices and demands, service of process or any other legal summons served in such way.

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by  
**HGS International**

**Redacted under the FOIA**

Name: **Redacted**

Director

**HGS International**

**Redacted under the FOIA**

Name: **Redacted**

Director

**Joint Schedule 8 (Guarantee)**  
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## **HGS INTERNATIONAL – (“The Company”)**

*Registered Office: St James Court-Suite 308, St Denis Street, Port Louis, Republic of Mauritius*

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### **Annex 2 – Form of Letter of Intent to Guarantee**

Crown Commercial Service  
9th Floor, The Capital  
Old Hall Street  
Liverpool  
L3 9PP

January 13, 2022

Dear Sirs

**Letter of Intent to Guarantee – CCCS20A15 - Provision of Contact Centre Services for The Single Service Centre**

**Name of Supplier: Hinduja Global Solutions UK Limited**

**We refer to the Framework Contract. Unless otherwise defined in this Letter of Intent to Guarantee, capitalised terms used in this Letter of Intent to Guarantee have the meaning given to them in the Framework Contract.**

1. We acknowledge that the Supplier relied on our capacity to meet the selection criteria relating to economic and financial standing that CCS set out in the procurement process for the Framework Contract.
2. We have issued this Letter of Intent to Guarantee in consideration of CCS entering into the Framework Contract with the Supplier.
3. Please accept this Letter of Intent to Guarantee as an undertaking from us and as proof that the Supplier will have at its disposal the resources necessary to achieve the economic and financial standing required in the relevant selection criteria.
4. We acknowledge that it is a condition of the Framework Contract that:
  - 4.1. we provide this Letter of Intent to Guarantee to CCS (paragraph 2.1.1 of Joint Schedule 8 of the Framework Contract); and
  - 4.2. on demand from a Buyer, the Supplier must procure that we enter into a Guarantee in the form set out in Annex 1 to Joint Schedule 8 of the Framework Contract (paragraph 2.1.2 of Joint Schedule 8 of the Framework Contract).

**Joint Schedule 8 (Guarantee)**

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5. We confirm that:

5.1. we undertake to provide each Guarantee in accordance with the Framework Contract; and

5.2. we understand that CCS may terminate the Framework Contract with the Supplier as a material Default of the Framework Contract if:

5.2.1. we withdraw or revoke this Letter of Intent to Guarantee in whole or in part for any reason whatsoever;

5.2.2. we refuse to enter into a Guarantee in accordance paragraph 2.1.2 of Joint Schedule 8 of the Framework Contract; or

5.2.3. an Insolvency Event occurs in respect of the Guarantor.

6. Please find enclosed a certified copy of the extract of the board minutes and/or resolution of the Guarantor approving the intention to enter into a Letter of Intent to Guarantee in accordance with the provisions of Joint Schedule 8 of the Framework Contract.

7. This Letter of Intent to Guarantee and any Disputes arising out of, or connected to it, are governed by English law. CCS and the Guarantor must resolve any Dispute in accordance with Clause 36 of the Core Terms of the Framework Contract as if that clause applied to this Letter of Intent to Guarantee.

Yours faithfully

**For and on behalf of**

**HGS International**

Redacted under the FOIA

Name: Redacted

Director

**For and on behalf of**

**HGS International**

Redacted under the FOIA

Name: Redacted

Director

Encs:

1. Certified copy of the extract of the board minutes and/or resolution of the Guarantor approving the intention to enter into a Letter of Intent to Guarantee

## Joint Schedule 9 (Minimum Standards of Reliability)

### 1. Standards

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

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

**1.2.1** upon the request of any Buyer; or

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

**1.3** In the event that the Supplier does not demonstrate that it meets the Minimum Standards of Reliability in an assessment carried out pursuant to Paragraph 1.2, CCS shall so notify the Supplier (and any Buyer in writing) and the CCS reserves the right to terminate its Framework Contract for material Default under Clause 11.4 (When CCS or the Buyer can end this contract).



**Joint Schedule 10 (Rectification Plan)**  
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## Joint Schedule 10 (Rectification Plan)

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

**Joint Schedule 10 (Rectification Plan)**

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

**Joint Schedule 10 (Rectification Plan)**  
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## Joint Schedule 11 (Processing Data)

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# Joint Schedule 11 (Processing Data)

### Definitions

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

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

### Status of the Controller

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

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

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

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

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

**Joint Schedule 11 (Processing Data)**

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- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
  - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 15.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
    - (i) nature of the data to be protected;
    - (ii) harm that might result from a Personal Data Breach;
    - (iii) state of technological development; and
    - (iv) cost of implementing any measures;
  - (c) ensure that :
    - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
    - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
      - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 15 (*Data protection*), 16 (*What you must keep confidential*) and 17 (*When you can share information*);
      - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
      - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
      - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
  - (d) not transfer Personal Data outside of the UK 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

**Joint Schedule 11 (Processing Data)**

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- UK UK GDPR Article 46 or LED Article 37) as determined by the Controller;
- (ii) the Data Subject has enforceable rights and effective legal remedies;
  - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
  - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;

**Joint Schedule 11 (Processing Data)**

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

**Joint Schedule 11 (Processing Data)**

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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.

**Independent Controllers of Personal Data**

17. 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.
18. 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.
19. Where a Party has provided Personal Data to the other Party in accordance with paragraph 8 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
20. 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.
21. 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*).
22. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
23. 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



**Joint Schedule 11 (Processing Data)**

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GDPR and shall make the record available to the other Party upon reasonable request.

24. 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.
25. Each Party shall promptly, and in any event within the escalation timescales set out in Annex 2 (*Escalation Timescales*) (which are based on the severity of the relevant breach), 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) complying with the resolution requirements set out in Annex 2 (*Escalation Timescales*);
  - (b) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
  - (c) implement any measures necessary to restore the security of any compromised Personal Data;
  - (d) 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
  - (e) 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.
26. Any notice given by the Supplier to the Buyer pursuant to paragraph 25 of this Joint Schedule 11 shall be in the form of the template provided in Annex 3 (*Data*

## **Joint Schedule 11 (Processing Data)**

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*Breach Notification Template*) and sent by email to **Redacted**, the Commercial and Operational Leads of the Buyer (to their respective email addresses notified by the Buyer from time to time) and any other person(s) as required by the Buyer from time to time.

27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
29. Notwithstanding the general application of paragraphs 2 to 15 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 16 to 27 of this Joint Schedule 11.

**Joint Schedule 11 (Processing Data)**

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**Annex 1 - Processing Personal Data**

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

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are: [REDACTED]
- 1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p><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> <ul style="list-style-type: none"> <li>Personally identifiable data and information relating to the individuals' COVID-19 status.</li> </ul>
Duration of the Processing	<p>Duration of the Processing will be from the Start Date and will last for the duration of the Contract, which is a 2 year initial term with two optional extensions of twelve months each.</p> <p>Personally identifiable data will be stored and processed for three years from the last contact/interaction with the individual it pertains to (but this can be extended by exception, such as for ongoing complaints).</p>
Nature and purposes of the Processing	<ul style="list-style-type: none"> <li>Staff will have access to the data through a virtual desktop, it will not be stored on their machines.</li> <li>Staff will only be able to view one case/record at a time and will be able to search, copy/paste or screenshot information.</li> <li>Processing will be for the purposes of contacting individual members of the public as part of the Test, Trace and Contain programme and in line with the NHSX app, to reduce the COVID-19 rate of infection through appropriate, tracing isolation and testing.</li> </ul>

**Joint Schedule 11 (Processing Data)**

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	<ul style="list-style-type: none"> <li>• Supplier will also provide a dialler system which will hold management information from the Supplier's and any Sub-contractors' telephony systems.</li> <li>• This data would include caller ID (supplier staff member), date/timestamp and could include a name or ID number relating to the call. It will not include details of what is said on a call.</li> <li>• The Supplier will hold call recordings within their technical infrastructure.</li> <li>• The dialler system has been developed as a wrapper to the CTAS system to enable the call centre service. As a result it will also hold the following personal data types: <ul style="list-style-type: none"> <li>○ First name</li> <li>○ Last name</li> <li>○ Primary and Secondary contact number</li> <li>○ Whether the member of the public is deceased</li> <li>○ Whether the member of the public is a minor</li> <li>○ Whether the member of the public is high risk or vulnerable</li> <li>○ COVID-19 status</li> <li>○ Test status</li> </ul> </li> <li>• This data will be stored centrally with information from the CTAS system using Amazon Web Services.</li> </ul> <p>The data is processed to enable the operation of the call centre for the Test, Trace and Contain programme, for the purposes of contacting individual members of the public, to reduce the COVID-19 rate of infection through appropriate tracing, isolation and testing.</p>
Type of Personal Data	<ul style="list-style-type: none"> <li>• Name</li> <li>• Phone Number (primary/secondary)</li> <li>• Address (including postcode)</li> </ul>

**Joint Schedule 11 (Processing Data)**

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	<ul style="list-style-type: none"> <li>• Email address</li> <li>• Covid 19 status.</li> <li>• Age/ DOB</li> <li>• Status as someone in the vulnerable/shielded category.</li> <li>• Status if deceased.</li> <li>• Test Status.</li> <li>• Identification number (e.g. account identifier).</li> </ul>
Categories of Data Subject	Members of the public including under 18s and vulnerable members of the public.
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	All data / call recordings stored for 3 years and then securely destroyed.

**Joint Schedule 11 (Processing Data)**

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**Annex 2 – Escalation Timescales**

Severity	Notification method and timeframes		
	Impact (current or imminent)	In-hours (7am – 7pm Mon – Fri)	Out of hours
1	<ul style="list-style-type: none"> <li>Critical impact to 'mission' (e.g. inability of 10,000+ people to book tests)</li> <li>Significant operational impact (e.g. entire call centre outage or loss of tracing data)</li> <li>3+ days of UKHSA's Test, Trace, Contain and Enable ("TTCE") programme effort lost (e.g. 100+ staff unable to work for 12+ hours)</li> <li>Exposure or breach of significant volumes (1000+ records) of sensitive PII data</li> <li>Significant negative publicity (reputational harm) - Immediate resolution planning required / S2 which will become S1 if left until next Working Day</li> </ul>	<p>Email to [REDACTED] and CDOC [REDACTED] within thirty (30) minutes and call to (in the below order):</p> <p>Redacted under the FOIA</p> <p><b>Email must be labelled as high importance and clearly state "S1 incident" in the title.</b></p>	<p>Call to CDOC on [REDACTED]</p> <p>CDOC will escalate to CISO team (and ITSM if required) as per agreed rota.</p>
2	<p>As above but with rapid resolution / mitigation plan</p> <ul style="list-style-type: none"> <li>Critical impact to 'mission' – e.g. affecting 1000-10,000 people</li> <li>Major operational failure (e.g. reduction in capability of critical system but not full outage)</li> <li>1-2 days of TTCE programme effort lost (e.g. 50+ staff unable to work for 24+ hours)</li> <li>Breach of 100 - 1000 sensitive PII records</li> <li>Moderate negative publicity</li> <li>Resolution planning required within four (4) hours</li> </ul>	<p>Email to [REDACTED] and CDOC [REDACTED] within one (1) hour and call to (in the below order):</p> <p>Redacted under the FOIA</p> <p><b>Email must be labelled as high importance and clearly state "S2 incident" in the title.</b></p>	<p>Call to CDOC on [REDACTED]</p> <p>CDOC will escalate to CISO team (and ITSM if required) as per agreed rota.</p>

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3	<ul style="list-style-type: none"> <li>• Minor loss of functionality to non-critical systems – or temporary larger lost with a rapid resolution</li> <li>• Minor breach of non-sensitive data (e.g. will not cause any reputational impact, no personal data)</li> <li>• Low risk of negative publicity</li> <li>• Minor impact to non-critical staff working</li> <li>• Breach of &lt;100 PII records</li> <li>• Resolution planning required within one (1) day</li> </ul>	<p>Email to [REDACTED] within four (4) working hours</p> <p><i>(CDOC team will handle these and provide a weekly summary to the CISO team)</i></p>	N/A
4	<ul style="list-style-type: none"> <li>• No loss of functionality to TTCE systems</li> <li>• Minor impact to 1-2 staff working</li> </ul>	<p>Email to [REDACTED] within one (1) day</p>	N/A

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**Annex 3 – Data Breach Notification Template**





Department  
of Health &  
Social Care

## Data Breach Notification Template

### Reporting member of staff

Name:

Team:

Directorate:

Email:



Date:

**Please provide as much detail as possible to the following questions**

1.	Details of breach discovery: a) Date & Time b) Location (internal or external breach) c) Identities of those involved d) Information Asset Owner/Manager (if known)	
2.	Type of Breach involved and assessment of sensitivity (see Annex 1 of the <a href="#">Data Breach Notification Policy</a> )	
3.	Is a breach of personal data involved?	
4.	If Yes, please provide: a) The number of individuals or records that may be at risk b) Consider whether there is potential or actual harm to a data subject/s interests & rights, e.g.: - Physical safety; - Emotional wellbeing;	

	<ul style="list-style-type: none"> <li>- Reputation;</li> <li>- Finances;</li> <li>- Identity theft/fraud;</li> <li>- Or a combination of these and other private aspects of their life?</li> </ul>	
5.	<p>Please provide a full description of the nature of the breach, e.g.:</p> <ul style="list-style-type: none"> <li>a) Theft (hack);</li> <li>b) Accidental loss (procedural, human error);</li> <li>c) Inappropriate disclosure (leak);</li> <li>d) Unauthorised disclosures (e.g. outside the terms of a data sharing agreement);</li> <li>e) Cyber attack;</li> <li>f) Other (please specify)</li> </ul>	
6.	<p>Who are the individuals whose data has been compromised – e.g.:</p> <ul style="list-style-type: none"> <li>a) Employees;</li> <li>b) Job applicants;</li> <li>c) Customers;</li> <li>d) Suppliers;</li> <li>e) Patients / public;</li> <li>f) Other (please specify)</li> </ul>	
7.	<p>Please confirm whether:</p> <ul style="list-style-type: none"> <li>a) The individuals concerned have been informed;</li> <li>b) A decision has been taken not to inform;</li> <li>c) This has not yet been decided;</li> <li>d) Any other mitigation/ containment or recovery action has taken place.</li> </ul> <p><b>NB:</b> If in doubt, the Information and Security Team should be consulted</p>	
8.	<p>How was the information stored – e.g.:</p>	

	a) Hard copy / paper; b) Memory stick or other external storage; c) Laptop; d) Tablet / mobile device e) Other (please specify)	
9.	If in digital format, was the data encrypted?  If yes, please provide the encryption format.	
10.	Is the media currently involved or is there potential for media interest?	
11.	Are there any wider consequences to consider - e.g.? a) A risk to public health; b) Loss of public confidence in an important service we provide? c) Other (please describe)	
12.	Who has been informed at the time of reporting? a) Line management b) Information and Security Team / DHSC Data Protection Officer b) Senior Information Risk Owner c) Accounting Officer d) Caldicott Guardian e) Police, Counter Fraud Branch, etc.	

Please send the completed form to: Redacted under the FOIA

**Joint Schedule 12 (Supply Chain Visibility)**  
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## **Joint Schedule 12 (Supply Chain Visibility)**

### **1. Definitions**

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

<b>"Contracts Finder"</b>	the Government's publishing portal for public sector procurement opportunities;
<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 sized enterprises;
<b>"Supply Chain Information Report Template"</b>	the document at Annex 1 of this Schedule 12; and
<b>"VCSE"</b>	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

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

2.1 The Supplier shall:

- 2.1.1 subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £25,000 that arise during the Contract Period;
- 2.1.2 within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;
- 2.1.3 monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
- 2.1.4 provide reports on the information at Paragraph 2.1.3 to the Relevant Authority in the format and frequency as reasonably specified by the Relevant Authority; and
- 2.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

## **Joint Schedule 12 (Supply Chain Visibility)**

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- 2.2 Each advert referred to at Paragraph 2.1.1 of this Schedule 12 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
- 2.3 The obligation on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.
- 2.4 Notwithstanding Paragraph 2.1, the Authority may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

### **3. Visibility of Supply Chain Spend**

- 3.1 In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the “SME Management Information Reports”) to the Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:
  - (a) the total contract revenue received directly on the Contract;
  - (b) the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and
  - (c) the total value of sub-contracted revenues to SMEs and VCSEs.
- 3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) –(c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days’ notice in writing of any such change and shall specify the date from which it must be used.
- 3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Authority.

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**Annex 1**

**Supply Chain Information Report template**



Supply Chain Information  
Report templat