



G-Cloud 12 Call-Off Contract

This Call-Off Contract for the G-Cloud 12 Framework Agreement (RM1557.12) includes:

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Part A: Order Form

Buyers must use this template order form as the basis for all call-off contracts and must refrain from accepting a supplier's prepopulated version unless it has been carefully checked against template drafting.

Digital Marketplace service ID number	151752713549622
Call-Off Contract reference	TIS0468
Call-Off Contract title	Future Case Management Capability (FCMC) (ORS /EAS) Delivery Partner
Call-Off Contract description	Joint Future Case Management Capability, Discovery Phase, development, implementation, training, and hyper-care services.
Start date	10 th January 2022
Expiry date	30 th December 2023
Call-Off Contract value	Not expected to exceed £2,000,000
Charging method	30 days from receipt of a valid electronic invoice with a valid purchase order and in accordance with Schedule 2 (Call-Off Contract Charges)

This Order Form is issued under the G-Cloud 12 Framework Agreement (RM1557.12).

Buyers can use this Order Form to specify their G-Cloud service requirements when placing an Order.

The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Deliverables offered by the Supplier and defined in the Application.

There are terms in the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with square brackets.

From the Buyer	The Insolvency Service Seneca House, Amy Johnson Way Blackpool FY4 2FF
To the Supplier	NTT Data Limited Tel: 44 (0)7554 776395 2 Royal Exchange 3rd Floor London EC3V 3DG Company number: 03085018
Together the 'Parties'	

Principal contact details

For the Buyer:

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For the Supplier:

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Call-Off Contract term

Start date	This Call-Off Contract Starts on 10 th January 2022 and is valid for 24 months .
Ending (termination)	<p>The notice period for the Supplier for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is 30 days from the date of written notice for Ending without cause (as per clause 18.1).</p> <p>During Discovery, the Supplier will have an opportunity to validate and redefine their original assumptions, dependencies, the capped T&M estimates (cost & time) and the requirements under Schedule 2.1. Any increase in costs will need to be validated and approved by INSS. If the increase is more than 20% then INSS will have the option to terminate the contract.</p> <p>In the event that the Buyer requests material changes to the scope during Discovery, such as wholesale technology adaptation, either party shall have the right to terminate this Contract if they are unable to reach a mutual agreement on the way forward during the Discovery phase. For the avoidance of doubt, neither party shall be able to request or offer services or material changes that are not included in the Supplier service definition document relevant to this Call-Off Contract.</p> <p>All amendments and updates mutually agreed by the Parties following completion of the Discovery Phase shall be incorporated into this Call-Off contract.</p>

Extension period	<p>This Call-off Contract can be extended by the Buyer for 2 period(s) of 12 months each, by giving the Supplier 1 month written notice before its expiry. The extension periods are subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <p>The extension period after 24 months should not exceed the maximum permitted under the Framework Agreement which is 2 periods of up to 12 months each.</p> <p>For the avoidance of doubt, the Buyer acknowledges that the Suppliers project plan to deliver the Services under this Contract is over a 31-month period from Contract Signature. The Parties agree that the project plan will not be revised to reflect the initial contract duration of 24 months, on the basis that it is the Buyers intent to extend the Contract to cover the 31-month delivery schedule as a minimum.</p> <p>In the event that this Call-Off Contract is not extended, the Supplier shall only be responsible for delivering the scope, or part thereof, that is due at the expiry date of this Contract, as stipulated in the project plan.</p>
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Buyer contractual details

This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services used by the Buyer may vary during this Call-Off Contract.

G-Cloud lot	<p>This Call-Off Contract is for the provision of Services under:</p> <ul style="list-style-type: none"> • Lot 3: Cloud support
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G-Cloud services required	<p>The Services provided by the supplier under G-Cloud can be found under 151752713549622-service-definition-document-2020-07-20-0808.pdf (digitalmarketplace.service.gov.uk)</p> <p>The high level Services to be provided by the Supplier under the above Lot 3 for the Future Case Management Project is outlined below:</p> <ul style="list-style-type: none"> • The implementation of the new case management system in Dynamics 365 for Official Receiver Services (ORS), Estates Accounting and Scanning (EAS) and CST (Customer Service Team), including integrations with other software and services, and data migration from the legacy solutions to the new platform in accordance with the scope and related terms agreed in each associated Statement of Work. <ul style="list-style-type: none"> ○ Apply agile principles to support the project: ○ Discovery Phase ○ Build and Test Phase ○ Training Phase ○ Go-live and migration ○ 8 weeks of Post go-live hyper care support and handover to incumbent support provider. <p>Where a Deliverable is subject to acceptance by the Buyer, this shall be in accordance with the acceptance criteria defined in the corresponding SOW.</p> <p>The making of any payment by the Buyer, will in no way affect the responsibility of the Supplier to perform the Services in accordance with this Call-Off Contract and will not imply the Buyers acceptance of any Services or Deliverables. The Buyers acceptance of the Services and or any Deliverables shall be in accordance with the acceptance criteria defined in the respective SOW.</p>
Additional Services	N/A

Location	<p>The services will be provided from the supplier's premises anywhere in the UK.</p> <p>The supplier may be required to be on customer sites for meetings/reviews which will be agreed in advance and be likely to be at the Stratford INSS office location.</p> <p>Any T&S will need to be authorised by and is restricted to the INSS travel policy.</p> <p>INSS expects that all services will be delivered from within the UK. Prior customer permission is required should the location be outside the UK</p>
Quality standards	The quality standards required for this Call-Off Contract can be found in Schedule 1 (Statement of Requirements)
Technical standards:	<p>The technical standards required for this Call-Off Contract are stipulated in the G Cloud 12 Framework Agreement RM1557.12.</p> <p>The Supplier shall also ensure all standards set out in the non-functional requirements under Schedule 1 are met.</p>
Service level agreement:	Where applicable, these will be defined in each respective SOW.
Onboarding	The onboarding plan for this Call-Off Contract is to be completed as part of Milestone 1.

Offboarding	<p>The offboarding (Exit) plan for this Call-Off Contract shall be completed by the Supplier as part of Milestone 1. Elements of the plan shall include activities to:</p> <ul style="list-style-type: none">• Iterate the exit plan as appropriate• Appoint an Exit manager, if required.• Provide details of Assets and ownership• Hand over copies of all latest versions of technical and training documentation developed during the delivery
Collaboration agreement	Not Applicable
Limit on Parties' liability	<p>The annual total liability of either Party for all Defaults will not exceed 125% of the Call-Off Contract Charges paid in the 12 months immediately preceding the event giving rise to the liability.</p>

Insurance	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> • a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract • professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law) • employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law
Force majeure	<p>A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 30 (thirty) consecutive days.</p>
Audit	<p>The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits. This shall include audit provisions from clauses 7.4 to 7.13 of the Framework Agreement.</p>
Buyer's responsibilities	<p>The Buyer is responsible for:</p> <p>Providing the Supplier with reasonable and appropriate access to business users.</p> <p>Providing timely access to their facilities, systems, and premises as appropriate for the Supplier to deliver their obligations under this Contract</p> <p>Where otherwise reasonably requested, provide the Supplier with the necessary organisational inputs to assist with the delivery of the Supplier's obligations under this Call-Off contract.</p> <p>Complying with Buyer related dependencies, assumptions, risk mitigations and responsibilities defined in each associated Statement of Work.</p>

Buyer's equipment	Not Applicable

Supplier's information

Subcontractors or partners	Not Applicable
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Call-Off Contract charges and payment

The Call-Off Contract charges and payment details are in the table below. See Schedule 2 for a full breakdown.

Payment method	The payment method for this Call-Off Contract is BACS following submission of a valid invoice.
Payment profile	<p>The payment profile for this Call-Off Contract is payment on receipt of a valid invoice.</p> <p>Invoices should be submitted a month in arrears.</p> <p>The supplier shall outline hours expended and associated sprint/milestone/SOW they are in aid off.</p> <p>Payment of T&M invoices is not deemed as or equate to acceptance for the overall deliverable/milestone. This will need to be evidenced in accordance with the SOW.</p>

Invoice details	The Supplier shall be entitled to issue an electronic invoice in accordance with the terms of the associated Statement of Work.
Who and where to send invoices to	Invoices will be sent to payments@insolvency.gov.uk Please Note: for invoice queries only, you should contact the following: Transactional.Queries@insolvency.go.uk
Invoice information required	Before payment can be approved, each invoice must include a detailed elemental breakdown of work completed, sufficient to enable the Buyer to validate the invoice and the associated costs which shall match the Pricing Schedule and a single line item for travel and expenses. Each invoice shall also contain the Contract Title, Contract Reference number TIS0468, and Purchase Order (PO) Number.
Invoice frequency	Invoices will be sent to the Buyers in accordance with the respective SOW.
Call-Off Contract value	The total value of this Call-Off Contract should not exceed [REDACTED] excluding VAT.
Call-Off Contract charges	The breakdown of the Charges is set out at Schedule 2.

Additional Buyer terms

Performance of the Service and Deliverables	All Services shall be performed in accordance with the Suppliers G-Cloud services outlined in this Call-Off Contract, as set out and defined in the associated Statement of Work.
Guarantee	Not Applicable

Warranties, representations	<p>None in addition to the incorporated Framework Agreement clause 4.1.</p>
Supplemental requirements in addition to the Call-Off terms	<p>The Supplier will ensure all of its staff have and maintain the Baseline Personnel Security Standard (BPSS) or an agreed equivalent in accordance with HMG Baseline Personnel Security Standard.</p> <p>The supplier shall ensure that a successful Security Check (SC) is in place for all Supplier personnel who have access to production data before any work is undertaken. Where required, the Buyer shall act as a sponsor for the security clearance of the Suppliers personnel.</p> <p>G-Cloud 12 Framework and Call-Off Terms and Conditions</p> <p>The Supplier agrees, without caveats or limitations, that the Digital Marketplace G-Cloud 12 Framework Agreement and Call-Off Terms and Conditions will govern the provision of this contract and will take precedence over any standard Supplier T&Cs.</p> <p><u>Intellectual Property Rights (IPR)</u></p> <ul style="list-style-type: none"> • The Buyer will not have any right to the Intellectual Property Rights (IPRs) of the Supplier or its licensors, including the Supplier Background IPRs and any IPRs in the Supplier or third Party Software. • The Buyer retains ownership of Project Specific IPR • The Supplier will not, without prior written approval from the Buyer, include any Supplier Background IPR or third party IPR in any Deliverable in such a way to prevent its publication and failure to seek prior approval gives the Buyer the right to use all Deliverables subject to the terms of the third party EULA. • the Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Project-Specific IPRs together with and including any documentation, source code and object code comprising the Project-Specific IPRs and all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Project-Specific IPRs. • the Supplier will not have any right to the Intellectual Property Rights of the Buyer or its licensors, including: <ul style="list-style-type: none"> • the Buyer Background IPRs; • the Project-Specific IPRs; • IPRs in the Buyer Data.

- Where either Party acquires, by operation of Law, rights to IPRs that are inconsistent with the allocation of rights set out above, it will assign in writing such IPRs as it has acquired to the other Party.
- Before using any third-party IPRs related to the supply of the Services, the Supplier will submit to the Buyer for approval, all details of any third-party IPRs.

Offshoring

Within the scope of this Call-Off Contract, the Supplier will deliver all Services from within the United Kingdom. The Supplier will not offshore any part of this Call-Off Contract or its deliverables without the prior written knowledge and approval of the Buyer.

Resources

- The Buyer requires the Supplier to provide a sufficient level of resource throughout the duration of the Provision of the Contract in order to consistently deliver a quality service to all Parties.
- The Supplier will promptly replace any Key Staff that are named in the specific SOWs that the Buyer considers unsatisfactory at no extra charge. The Supplier will promptly replace anyone who resigns with someone who is acceptable to the Buyer, acceptance not to be unreasonably withheld.

Key Staff

- Project Manager – overall responsibility for all NTT DATA activities;
- Scrum Master – co-ordination of Agile development team;
- Solution Architect – technical leadership across the NTT DATA delivery; and
- Test Lead – quality assurance across NTT DATA delivery.
- Data Migration Architect – define the data migration approach and lead migration engineering activities, working with the Buyer on identifying data quality issues.

The Supplier's staff assigned to the Provision of the Contract shall have the relevant qualifications and experience to deliver the Services.

	<p><u>Changes to Services</u></p> <p>It is likely that there will be changes to the scope of the Services during the Call-Off Contract period. Agile projects have a scope that will change over time. The detailed scope (eg as defined in user stories) can evolve and change during the Call-Off Contract Period. These changes do not require formal contract changes but do require the Buyer and Supplier to agree these changes. In the event of significant or material change (approved Change Control), the Parties acknowledge that additional charges may occur.</p> <p>Any changes to the high-level scope of the Services must be agreed between the Buyer and Supplier.</p> <p>Due to the agile-based delivery methodology, it may not be possible to exactly define the consumption of Services over the duration of the Call-Off Contract in a static Order Form. The Supplier should state the initial value of all Services that are likely to be consumed under the Call-Off Contract.</p>
Alternative clauses	Not Applicable
Buyer specific amendments to/refinements of the Call-Off Contract terms	Not Applicable
Public Services Network (PSN)	Not Applicable
Personal Data and Data Subjects	Please see Schedule 7

1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.

- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.

2. Background to the agreement

- 2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.12.
- 2.2 The Buyer provided an Order Form for Services to the Supplier.

Signed	Supplier	Buyer
Name	[REDACTED]	[REDACTED]
Title	Vice President	Head of Commercial & Estates – The Insolvency Service
Signature	[REDACTED]	[REDACTED]
Date	7/1/2022	07/01/2022

Schedule 1: Services

Description of Requirement

The Insolvency Service (INSS) is exploring procurement options for the Future Case Management Capability project; replacing ageing case management systems with a modern, flexible case management platform; Microsoft Dynamics 365 Customer Engagement

The delivery partner is to implement the new case management system in Dynamics 365 for Official Receiver Services (ORS), Estates Accounting and Scanning (EAS) and CST (Customer Service Team), including integrations with other software and services, and data migration from the legacy solutions to the new platform in accordance with the detailed scope and terms agreed in the associated Statement of Works.

The Parties intend that this Call-Off Contract will not itself oblige the Buyer to buy or the Supplier to supply the Services. Specific instructions and the requirements will have contractual effect on the execution of an SOW.

The Delivery schedule assumes continual coverage under back-to-back SOWs.

The delivery partner will apply agile principles to support the project:

- Discovery Phase
- Build and Test Phase
- Training Phase
- Go-live and migration
- Post go-live hyper care support

A full break down of the requirements can be found here:

Case Management Service

ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ-10.1	Create Liquidation Case	The system shall record the company name	
FREQ-10.2	Create Liquidation Case	The system shall record the company registration	
FREQ-10.3	Create Liquidation Case	The system shall record the company trading classification	
FREQ-10.4	Create Liquidation Case	The system shall record the company VAT and PAYE numbers	
FREQ-10.5	Create Liquidation Case	The system shall record the registered office	
FREQ-10.6	Create Liquidation Case	The system shall record the trading or previous company names	
FREQ-10.7	Create Liquidation Case	The system shall record the details of all office holders.	e.g. names, addresses, contact numbers, dob, NINO
FREQ-10.8	Create Liquidation Case	The system shall securely record individual's ethnicity	
FREQ-10.9	Create Liquidation Case	The system shall record the petition details including court references	
FREQ-10.10	Create Liquidation Case	The system shall record the petition hearing date	
FREQ-10.11	Create Liquidation Case	The system shall record the petition hearing outcome	
FREQ-10.12	Create Liquidation Case	The system shall record the order date	
FREQ-10.13	Create Liquidation Case	The system shall record Provisional Liquidation cases	This is an action before the order is made, so limited functionality would be required, i.e. ability to record to

			record interviews, make court applications, issue letters, add details for provisional assets, record notes.
FREQ-10.14	Create Liquidation Case	The system shall mark the order as rescinded if necessary	
FREQ-10.15	Create Liquidation Case	The system shall record stay of advertising	
FREQ-10.16	Create Liquidation Case	The system shall record stay of proceedings	
FREQ-10.17	Create Liquidation Case	The system shall record partnership winding up orders and/or partnership bankruptcies, with the capability to link them	
FREQ-10.18	Create Liquidation Case	The system shall record the IP interim manager or special manager appointed at court	
FREQ-10.19	Create Liquidation Case	The system shall actively prevent companies being duplicated on the system	
FREQ-10.20	Create Liquidation Case	The system shall provide the ability to resolve multiple instances of the same company	
FREQ-10.21	Create Liquidation Case	The system shall record details of company bank accounts	
FREQ-10.22	Create Liquidation Case	The system shall be able to link multiple company cases	
FREQ-10.23	Create Liquidation Case	The system shall have the ability to record selected information across all linked cases	e.g. liabilities and notes
FREQ-10.24	Create Liquidation Case	The system shall record the date and type of the first insolvent event	
ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ-10.25	Create Bankruptcy Case	<p>The system shall record debtor's personal information:</p> <ul style="list-style-type: none"> - Title - Name - Previous Name(s) - D.o.B - Place of Birth - Address(es) (including previous addresses) - National Insurance Number - Gender - Occupation - Employment status - Marital status 	

		- Number of dependent children - Date of death	
FREQ-10.26	Create Bankruptcy Case	The system shall securely record individuals ethnicity	
FREQ-10.27	Create Bankruptcy Case	The system shall record an insolvency administration under the Administration of Insolvent Estates of Deceased Persons Order 1986 (AIEDPO86).	
FREQ-10.28	Create Bankruptcy Case	The system shall record the bankrupts trading classification	
FREQ-10.29	Create Bankruptcy Case	The system shall have the ability to record the case as annulled	
FREQ-10.30	Create Bankruptcy Case	The system shall record the creditors petition details including court references	
FREQ-10.31	Create Bankruptcy Case	The system shall record the creditors petition hearing date	
FREQ-10.32	Create Bankruptcy Case	The system shall record the creditors petition hearing outcome	
FREQ-10.33	Create Bankruptcy Case	The system shall record the date the adjudicator application was submitted	
FREQ-10.34	Create Bankruptcy Case	The system shall record the order date	
FREQ-10.35	Create Bankruptcy Case	The system shall record stay of advertising	
FREQ-10.36	Create Bankruptcy Case	The system shall record stay of proceedings	
FREQ-10.37	Create Bankruptcy Case	The system shall record the IP, interim manager or special manager appointed at court	
FREQ-10.38	Create Bankruptcy Case	The system shall provide a case description as per court order format	
FREQ-10.39	Create Bankruptcy Case	The system shall record partnership winding up order and/or partnership bankruptcies, with the capability to link them	

FREQ-10.40	Create Bankruptcy Case	The system shall have the ability to record selected information across all linked cases	e.g. liabilities and notes
FREQ-10.41	Create Bankruptcy Case	The system shall actively prevent individuals being duplicated on the system	
FREQ-10.42	Create Bankruptcy Case	The system shall provide the ability to resolve multiple instances of the same person	
FREQ-10.43	Create Bankruptcy Case	The system shall record details of bankrupt's bank accounts	
FREQ-10.44	Create Bankruptcy Case	The system shall be capable of uploading adjudicator case information	Currently in an XML format
FREQ-10.45	Create Bankruptcy Case	The system shall record the PAYE and VAT numbers	
ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ-10.46	Discharge from Bankruptcy	The system shall calculate the discharge date	
FREQ-10.47	Discharge from Bankruptcy	The system shall re-calculate discharge date on suspension or lifting of suspension	
FREQ-10.48	Discharge from Bankruptcy	The system shall record the discharge date	
FREQ-10.49	Discharge from Bankruptcy	The system shall update the insolvency register with discharge details	(eIIR)
ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ-10.50	PARV Orders	The system shall record that the Person at Risk of Violence (PARV) order exists	
FREQ-10.51	PARV Orders	The system shall restrict access to address data based on the Person at Risk of Violence (PARV) order	
ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ-10.52	Workflow	The system shall record the user/date/time of events/actions	e.g. issuing a document, transferring a case
FREQ-10.53	Workflow	The system shall display a chronological list of events/actions	
FREQ-10.54	Workflow	The system shall have the capability to send case notes to a group rather than a list of individuals	
FREQ-10.55	Workflow	The system shall have the 'Recall' functionality on notes/message sent to a group	
FREQ-10.56	Workflow	The system shall have the ability to calculate a task deadline date based upon the date a workflow is initiated and subsequent rules	

FREQ-10.57	Workflow	The system shall have the capability to direct staff through predetermined tasks	Completion of Case Information Pack tasks
FREQ-10.58	Workflow	The system shall have the capability to highlight any incomplete predetermined tasks	
FREQ-10.59	Workflow	The system shall be able to route tasks based on predetermined workflows	
FREQ-10.60	Workflow	The system shall provide the ability to e-mail to internal/external parties	
FREQ-10.61	Workflow	System shall show a visual aid with the case/asset's progression in real-time	e.g. predefined progress bar
ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ-10.62	Legal Proceedings	The system shall generate applications to court from the INSS documentation production system	
FREQ-10.63	Legal Proceedings	The system shall generate editable draft court orders	
FREQ-10.64	Legal Proceedings	The system shall record the hearing type	SOD, PE, Annulment, BRO
FREQ-10.65	Legal Proceedings	The system shall record the bankrupts legal representation	Name of the solicitors, contact details etc
FREQ-10.66	Legal Proceedings	The system shall record hearing date, time and location	(location - hearing can be F2F, telephone, Teams)
FREQ-10.67	Legal Proceedings	The system shall have the ability to record multiple applications	
FREQ-10.68	Legal Proceedings	The system shall automatically issue a SMS reminder to the attendee	
FREQ-10.69	Legal Proceedings	The system shall record hearing outcomes	
FREQ-10.70	Legal Proceedings	The system shall record notes on the conduct of the hearing	
FREQ-10.71	Legal Proceedings	The system shall be able to manage the attendance of INSS staff for each hearing	
FREQ-10.72	Legal Proceedings	The system shall provide prompts for time bound actions	
FREQ-10.73	Legal Proceedings	The system shall provide guidance specific to the type of recorded application	
FREQ-10.74	Legal Proceedings	The system shall have the ability to compile court document bundles	
FREQ-10.75	Legal Proceedings	The system shall record details of the service of documents	Including the issuing of the certificate of service

ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ-10.76	Events/Actions/Activity	The system shall provide the ability to record notes/events/activity	
FREQ-10.77	Events/Actions/Activity	The system shall provide the ability to see previous notes while inputting new entries	
FREQ-10.78	Events/Actions/Activity	The system shall allow formatting of notes	e.g. bullet points, spell checking, paragraphs
FREQ-10.79	Events/Actions/Activity	The system shall provide the ability to distribute/share notes to one or more people within the system	
FREQ-10.80	Events/Actions/Activity	The system shall have the ability to record invoice details received from 3rd parties	
FREQ-10.81	Events/Actions/Activity	The system shall provide the ability to submit invoice details for approval	
FREQ-10.82	Events/Actions/Activity	The system shall provide the capability for payment approvals	
FREQ-10.83	Events/Actions/Activity	The system shall have the ability to record and trace payment approvals	
FREQ-10.84	Events/Actions/Activity	The system shall record details of any physical items held locally in the safe	
FREQ-10.85	Events/Actions/Activity	The system shall enable managers to electronically sign documents	
ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ-10.86	Record Liabilities	The system shall record the amount owed and the creditor details	
FREQ-10.87	Record Liabilities	The system shall allow large amounts of creditor information to be uploaded	
FREQ-10.88	Record Liabilities	The system shall allow creditor details to be changed in bulk	
FREQ-10.89	Record Liabilities	The system shall display the percentage of each unsecured creditor	
FREQ-10.90	Record Liabilities	The system shall highlight the majority creditor with over 50% of the unsecured creditors	
FREQ-10.91	Record Liabilities	The system shall record whether the creditor has opted in or out of receiving information	
FREQ-10.92	Record Liabilities	The system shall record the type of liability	E.g. Loan, credit card, property shortfall,
FREQ-10.93	Record Liabilities	The system shall record proof of debt information	Including date of submission, Proxy details, assignee, agent and any special instructions

FREQ-10.94	Record Liabilities	The system shall record amount admitted for proof	
FREQ-10.95	Record Liabilities	The system shall record if a creditor is preferential	
FREQ-10.96	Record Liabilities	The system shall record the amount admitted for vote	
FREQ-10.97	Record Liabilities	The system shall record if the liability is secured or unsecured	
FREQ-10.98	Record Liabilities	The system shall record the petitioning creditor	
FREQ-10.99	Record Liabilities	The system shall record contributory creditors	
FREQ-10.100	Record Liabilities	The system shall identify liabilities that are jointly owed and link to other bankruptcy cases if appropriate	
ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ-10.101	Appoint Office Holders	The system shall record the appointment of the office holder (Insolvency Practitioner or Official Receiver)	
FREQ-10.102	Appoint Office Holders	The system shall record the Office holder's address and contact details (IP and OR)	
FREQ-10.103	Appoint Office Holders	The system shall record joint IP appointments and identify the lead IP	
FREQ-10.104	Appoint Office Holders	The system shall provide the option to apply the IP appointment to linked cases or partnerships	
FREQ-10.105	Appoint Office Holders	The system shall record reason for appointment	
FREQ-10.106	Appoint Office Holders	The system shall record date of appointment	
FREQ-10.107	Appoint Office Holders	The system shall record date of release	
FREQ-10.108	Appoint Office Holders	The system shall record the reason for release	
FREQ-10.109	Appoint Office Holders	The system shall have the ability to connect to an internally maintained database	
FREQ-10.110	Appoint Office Holders	The system shall record the appointment of a Provisional Liquidator	Including the end date of appointment.
FREQ-10.111	Appoint Office Holders	The system shall have the ability to transfer case documentation to a new office holder	
ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ-10.112	Decision Making Procedure	The system shall be able to record the type of Decision Making Process being initiated	

FREQ-10.113	Decision Making Procedure	The system shall be able to record a change in the type of DMP/ appointment route	
FREQ-10.114	Decision Making Procedure	The system shall record details of who requested the DMP	
FREQ-10.115	Decision Making Procedure	The system shall calculate the milestones and decision dates	Currently done via excel spreadsheet
FREQ-10.116	Decision Making Procedure	The system shall calculate the return dates for letters	
FREQ-10.117	Decision Making Procedure	The system shall record that a consent to act has been received and the date	
FREQ-10.118	Decision Making Procedure	The system shall provide access to view relevant documents during the DMP process	PODs, Proxies, Nominations, Voting forms etc
FREQ-10.119	Decision Making Procedure	The system shall provide the ability to calculate votes for nominated IPs	
FREQ-10.120	Decision Making Procedure	The system shall record the outcomes of the Decision Making Process	
ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ-10.121	SoS/Rota Appointments	The system shall record the Rota of IPs from which an appointment can be made	Multiple rotas will be required to cover locations. Currently done via excel spreadsheet
FREQ-10.122	SoS/Rota Appointments	The system shall record the reason for the decision to appoint the IP	
FREQ-10.123	SoS/Rota Appointments	The system shall allow the submission of an SoS IP appointment request for approval	
FREQ-10.124	SoS/Rota Appointments	The system shall record the outcome of the SoS submission decision	
FREQ-10.125	SoS/Rota Appointments	The system shall be capable of producing an information sheet with relevant case details for an IP	
ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ-10.126	Schedule Interviews	The system shall record interview dates, times and location	
FREQ-10.127	Schedule Interviews	The system shall record the interviewee details and 3rd party attendees	
FREQ-10.128	Schedule Interviews	The system shall record the interviewer details	
FREQ-10.129	Schedule Interviews	The system shall record the interview outcome	
FREQ-10.130	Schedule Interviews	The system shall record the type of interview	e.g. telephone, online, f2f

FREQ-10.131	Schedule Interviews	The system shall record that no interview is required	
FREQ-10.132	Schedule Interviews	The system shall be capable of issuing MS Teams calendar invites	
FREQ-10.133	Schedule Interviews	The system shall generate interview reminders for staff	
FREQ-10.134	Schedule Interviews	The system shall automatically issue a SMS reminder to the attendee	
FREQ-10.135	Schedule Interviews	The system shall prompt the examiner to commence non-compliance after two missed interviews	
ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ-10.136	Inspections	The system shall record details of date, time, location and person in attendance of trading inspection	
FREQ-10.137	Inspections	The system shall record notes summarizing the inspection	
FREQ-10.138	Inspections	The system shall record the recovery of books and records (including electronic records) recovered during inspection/or delivered to the OR	
FREQ-10.139	Inspections	The system shall record items recovered during the inspection	
FREQ-10.140	Inspections	The system shall generate a receipt for the items recovered during the inspection/or delivered to OR	
FREQ-10.141	Inspections	The system shall record the details of items subsequently returned to the owner	
FREQ-10.142	Inspections	The system shall record details of items that are subject to retention of title	
FREQ-10.143	Inspections	The system shall record an audit of the books and records	This should include the transfer to an IP
FREQ-10.144	Inspections	The system shall record the retention date for books and records	
FREQ-10.145	Inspections	The system shall record the destruction date of books and records	
FREQ-10.146	Inspections	The system shall record the recovery of the employee liability insurance document	
FREQ-10.147	Inspections	The system shall record details of the trading activity and history	
FREQ-10.148	Inspections	The system shall record Pension Funds details	
FREQ-10.149	Inspections	The system shall record employee details	

ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ-10.150	Company conduct	The system shall record the cause of insolvency	
FREQ-10.151	Company conduct	The system shall provide access to the Director Conduct Report System to submit a conduct report	
FREQ-10.152	Company conduct	The system shall record S216 breaches	
FREQ-10.153	Company conduct	The system shall record if the Director Conduct Report (DCR) is completed	
FREQ-10.154	Company conduct	The system shall record the date the DCR was completed	
FREQ-10.155	Company conduct	The system shall record the DCR status following the sifting process	
FREQ-10.156	Company conduct	The system shall record a conduct assessment	
FREQ-10.157	Company conduct	The system shall record an ORS case decision	e.g. Non-surrender, administrative action only, liquidator actions
FREQ-10.158	Company conduct	The system shall highlight if a first insolvent event proceeds the winding order when initiating a DCRS report	Decide if a DCRS report is required
FREQ-10.159	Company conduct	The system shall be capable of referring criminal referrals to Legal Services	
ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ-10.160	External Interactions	The system shall have the ability to obtain a full credit report	Currently obtained using Equifax
FREQ-10.161	External Interactions	The system shall have the ability to obtain information from Companies House	
FREQ-10.162	External Interactions	The system shall have the ability to upload information and documents to Companies House	
FREQ-10.163	External Interactions	The system shall have the ability to upload information and documents to Land Registry	
FREQ-10.164	External Interactions	The system shall have the ability to obtain information from Land Registry	
FREQ-10.165	External Interactions	The system shall have the ability to provide advert information to the London Gazette	
FREQ-10.166	External Interactions	The system shall have the ability to obtain track and trace information from Royal Mail	
FREQ-10.167	External Interactions	The system shall have the ability to obtain property valuations from 2 sources	Currently supplied by Zoopla and Nationwide

FREQ-10.168	External Interactions	The system shall have the ability to obtain estimated property rental values	Currently obtained by Zoopla
FREQ-10.169	External Interactions	The system shall be capable of uploading information in .dat/.csv	Lois data/Bacchus
FREQ-10.170	External Interactions	The system shall be capable of issuing SMS or letters via Notify	
ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ-10.171	Search	The system shall have a robust search functionality (E.g. Search based on all primary fields with ability to use standard operators)	e.g. Trading name, address, name, court reference, court name, e-mail address, NINO, telephone number
FREQ-10.172	Search	The system shall have the ability to search on fuzzy logic	
FREQ-10.173	Search	The system shall provide links to the last 10 accessed cases	
FREQ-10.174	Search	The system shall provide the ability to return to the search results once a result has been viewed	
FREQ-10.175	Search	The system shall provide the ability to search within a case (including connected cases)	
FREQ-10.176	Search	The system shall be able to search for documents based on their description	
FREQ-10.177	Search	The system shall provide the ability to search for cases that could be potentially linked	
FREQ-10.178	Search	The system shall provide the ability to pin specific cases for quick access	
ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ-10.179	Customer Services Team	The system shall be capable of displaying information in customised views	CST require certain information to be viewable in one screen
FREQ-10.180	Customer Services Team	The system shall display if the case is subject to vexatious correspondents	
FREQ-10.181	Customer Services Team	The system shall display details of any confirmed representatives	
FREQ-10.182	Customer Services Team	The system shall display details of any known disabilities	
FREQ-10.183	Customer Services Team	The system shall display details of any known sensitive information	e.g. transitioning gender, name change, vulnerable customers

FREQ-10.184	Customer Services Team	The system shall generate non insolvency register questions required to verify the caller	
FREQ-10.185	Customer Services Team	The system shall provide the ability to search via NINO and registered email	
FREQ-10.186	Customer Services Team	The system shall allow RPS information to be viewed and notes added from within the CMS	
FREQ-10.187	Customer Services Team	The system shall have a visual indicator for any key risk information	Such as cases subject to PARV/ Annulment orders
FREQ-10.188	Customer Services Team	The system shall provide the ability to record a call back request from a customer	
FREQ-10.189	Customer Services Team	The system shall provide the ability to send the call back request to a Team/individual as a workflow item	
FREQ-10.190	Customer Services Team	The system shall record the time and date a call back request is issued	
FREQ-10.191	Customer Services Team	The system shall provide the ability to issue standard letters without manual creation	e.g. Discharge letter, bankruptcy confirmation
FREQ-10.192	Customer Services Team	The system shall provide access to training material/guidance	
FREQ-10.193	Customer Services Team	The system shall provide the ability to search training material/guidance	
FREQ-10.194	Customer Services Team	The system shall record the history of owning offices for cases	
ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ-10.195	electronic Individual Insolvency Register (eIIR)	The system shall be able to export data to and integrate with the online Individual Insolvency Register	
FREQ-10.196	electronic Individual Insolvency Register (eIIR)	The system shall be able to trigger updates to the Online Individual Insolvency Register based on Changes in case status or selected data points.	
FREQ-10.197	electronic Individual Insolvency Register (eIIR)	The system shall have the capability to maintain access for register invoicing.	
ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ-10.198	Reporting	The system shall have the capability to allow creation of specific reports tailored for each business unit	E.g. Asset functions, local office, ORS, IES, EAS, CST
FREQ-10.199	Reporting	The system shall be able to create standard / automated reports via scheduled task	

FREQ-10.200	Reporting	The system shall have the capability to generate standard / automated reports daily, weekly, monthly, yearly	
FREQ-10.201	Reporting	The system shall have the capability to accommodate creation of 'Ad-hoc' reports	
FREQ-10.202	Reporting	The system shall ensure that produced reports are adjustable and re-creatable with inputs/outputs observable	
FREQ-10.203	Reporting	The system shall have a reporting dashboard metrics, displaying a list of reports that are completed, incomplete or overdue / outstanding.	
FREQ-10.204	Reporting	The system shall have the ability to report on interest values that would be posted on a case at a point in time.	
FREQ-10.205	Reporting	The system shall ensure for reporting purposes the field descriptions are clear and unambiguous	
FREQ-10.206	Reporting	The system shall have the ability to produce reports in different formats (E.g., Excel, PDF, CSV etc)	
FREQ-10.207	Reporting	The system shall have the capability to allow a user to save an incomplete report, to be completed at a later time.	
FREQ-10.208	Reporting	The system shall have a preview functionality, allowing user to preview a report before downloading or printing	
FREQ-10.209	Reporting	The system shall have the ability to store and report on historical data	
FREQ-10.210	Reporting - Hearings	The system shall be able to report on the: <ul style="list-style-type: none"> - Upcoming hearings - Hearings depending on type - Hearing outcomes - No outcome recorded post hearing date - Hearing attendees - On behalf of OR - Hearing depending on location 	
FREQ-10.211	Reporting - Report To Creditors (RTC)	The system shall be able to report on the: <ul style="list-style-type: none"> - Reports due in a specific time period - Reports outstanding - Late reports by number of days - RTCs by individual, team, location 	
FREQ-10.212	Reporting - Pre-Targeting Assessment (PTA)/Conduct Assessment	The system shall be able to report on the: <ul style="list-style-type: none"> - PTA due in a specific time period - Outstanding PTA's - Late PTA's by number of days - PTAs by individual, team, location 	

FREQ-10.213	Reporting - Director Conduct Return (DCR)	The system shall be able to report on the: - DCR due in a specific time period - Outstanding DCR's - Late DCR's by number of days - DCRs by individual, team, location	
FREQ-10.214	Reporting - Interviews	The system shall be able to report on the: - Interview type (telephone, Teams, face to face, no interview) - Upcoming interviews - Interview outcomes - Number of interviews recorded - attended/missed - Interview locations - Office - RIF - Court - Other	
FREQ-10.215	Reporting - Non-cooperation	The system shall be able to report on the: - Number of NC cases per analyst, examiner, team, location - Review dates / outstanding review dates - Outcomes - PE/SoD, Abandoned, location	
FREQ-10.216	Reporting	The system shall report of key milestone events	Such as closing, distributions, outstanding work
FREQ-10.217	Reporting	The system shall report on the length of time for key milestones to be achieved	-Time taken for asset to be transferred to other functions - Time taken for assets to be realised
FREQ-10.218	Reporting	The system shall be able to report on outstanding items and actions on a cases/assets, based on review dates	
FREQ-10.219	Reporting	The system shall be able to report on cases where an Insolvency Practitioner is appointed	
FREQ-10.220	Reporting	The system shall be able to generate reports based on case type	Company, Bankruptcy, Partnership,
FREQ-10.221	Reporting	The system shall be able to generate reports based on the estate balance	e.g. Credit balance over £500
FREQ-10.222	Reporting	The system shall be able to generate reports based on the case status	Inactive, live, pending-petitions, dismissed petitions, provisional liquidator, annulled/rescinded, stays, SOD

FREQ-10.223	Reporting	The system shall be able to run statistical reports based on primary fields	e.g. ethnic monitoring, gender, case type, trading classification etc.
ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ-10.224	Complaints	The system shall have the capability to record a complaint against a case	
FREQ-10.225	Complaints	The system shall have the capability to record the details of the complaint	
FREQ-10.226	Complaints	The system shall have the capability to record the stages of the complaint	Tier 1,2,3
FREQ-10.227	Complaints	The system shall have the capability to record the outcome of the complaint	Upheld, not upheld, BAU (no complaint)
FREQ-10.228	Complaints	The system shall have the capability to record any compensation	
FREQ-10.229	Complaints	The system shall have the capability to record any further appeal	
FREQ-10.230	Complaints	The system shall record persistent and vexatious correspondents	
ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ-10.231	Info/Data Requests	The system shall be able to compile a freedom of information report	
FREQ-10.232	Info/Data Requests	The system shall be able to compile information for data access requests	

Asset Management Service

ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ-20.1	Record Assets	The system shall record the type of asset and related information	E.g. Location, size, features, risks, estimated value, insurance held
FREQ-20.2	Record Assets	The system shall record its ERV (estimated realisable value)	(Equity Calculator & Revest Calculator)
FREQ-20.3	Record Assets	The system shall calculate the net ERV for assets subject to charges	(Equity Calculator & Revest Calculator)
FREQ-20.4	Record Assets	The system shall calculate the net ERV for assets based on their share of ownership	E.g. 50% for jointly owned assets
FREQ-20.5	Record Assets	The system shall record if the asset is used for security	

FREQ-20.6	Record Assets	The system shall record details of the secured charge holder(s)	
FREQ-20.7	Record Assets	The system shall record when the asset is insured by the Official Receiver (OR)	
FREQ-20.8	Record Assets	The system shall display if the asset has live insurance	
FREQ-20.9	Record Assets	The system shall record insurance details for an asset	E.g. Location, size, features, risks, estimated value, insured period
FREQ-20.10	Record Assets	The system shall create a reminder task when approaching the insurance lapse date	
FREQ-20.11	Record Assets	The system shall record the offer to sell the asset to the bankrupt or 3rd party	
FREQ-20.12	Record Assets	The system shall record review dates as mandatory on assets if not realised	
FREQ-20.13	Record Assets	The system shall record the Team dealing with the asset	
FREQ-20.14	Record Assets	The system shall record the owning asset Team's details and location	
FREQ-20.15	Record Assets	The system shall have the ability to record notes for each asset	
FREQ-20.16	Record Assets	The system shall automatically send Director Loan Account details to HMRC on creation and completion of the asset	
FREQ-20.17	Record Assets	The system shall record potential assets	Record assets prior to confirmation of ownership and value
FREQ-20.18	Record Assets	The system shall provide the capability to select which potential assets to be included in the Report to Creditors	
FREQ-20.19	Record Assets	The system shall provide access to all associated documents when viewing an asset	
FREQ-20.20	Record Assets	The system shall record after acquired assets	
FREQ-20.21	Record Assets	The system shall provide time sensitive prompts for assets	Shared ownership properties, notice to elect, after acquired assets have time bound activities related to them

ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ-20.22	Realise Assets	The system shall record the asset as realised	
FREQ-20.23	Realise Assets	The system shall record how much was realised	
FREQ-20.24	Realise Assets	The system shall record the method of realisation if necessary	
FREQ-20.25	Realise Assets	The system shall record the date the asset was realised	
FREQ-20.26	Realise Assets	The system shall record if the asset is exempt under IA86 S 283	
FREQ-20.27	Realise Assets	The system shall record if the asset is jointly owned	
FREQ-20.28	Realise Assets	The system shall record the realisable value as nil on assets that have been marked as disclaimed or exempt	
FREQ-20.29	Realise Assets	The system shall be capable of recording assets as not realised	Asset with no realisable value and no further action is to be taken
FREQ-20.30	Realise Assets	The system shall be capable of recording assets as unrealised	An asset with possible future realisation (no action currently being taken)
FREQ-20.31	Realise Assets	The system shall display transaction information pertaining to the asset for payments received in realisations	e.g. payee, asset type
FREQ-20.32	Realise Assets	System shall record the outstanding balance for Assets	Where payments for an asset is received via instalments
FREQ-20.33	Realise Assets	System shall record if there is a time limit for realisations	E.g. Family Home 3 year rule, rights of action
FREQ-20.34	Realise Assets	System shall have the ability to send an automated email given certain conditions	E.g. Cancel insurance
ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ-20.35	Income Payments Agreement and Income Payments Orders (IPA & IPO)	The system shall be able to calculate an IPA based on the standard financial statement	

FREQ-20.36	Income Payments Agreement and Income Payments Orders (IPA & IPO)	The system shall be able to calculate the self-employed tax based on gross amounts	
FREQ-20.37	Income Payments Agreement and Income Payments Orders (IPA & IPO)	The system shall be able to calculate an IPA based on Council Tax criteria	
FREQ-20.38	Income Payments Agreement and Income Payments Orders (IPA & IPO)	The system shall be able to calculate an IPA based on Nil Tax coding	
FREQ-20.39	Income Payments Agreement and Income Payments Orders (IPA & IPO)	The system shall be able to calculate an IPA based on the standard financial statement automatically for Adjudicator cases	
FREQ-20.40	Income Payments Agreement and Income Payments Orders (IPA & IPO)	The system shall automatically recognise cases where Nil Tax coding is not applicable	E.g. No tax paid or cases between January - April with a low tax amount
FREQ-20.41	Income Payments Agreement and Income Payments Orders (IPA & IPO)	The system shall highlight cases where discharge from bankruptcy is imminent	
FREQ-20.42	Income Payments Agreement and Income Payments Orders (IPA & IPO)	The system shall be capable of automatically generating and populating an IPA agreement with details from the system	
FREQ-20.43	Income Payments Agreement and Income Payments Orders (IPA & IPO)	The system shall be capable of exporting IPA details to a third party agent	
FREQ-20.44	Income Payments Agreement and Income Payments Orders (IPA & IPO)	The system shall create a payment schedule on the decision to commence an IPA	
FREQ-20.45	Income Payments Agreement and Income Payments Orders (IPA & IPO)	The system shall have the capability to monitor and record payments received against the payment schedule for Income Payment Agreements.	
FREQ-20.46	Income Payments Agreement and Income Payments Orders (IPA & IPO)	The system shall have the capability to monitor and record payments received against the payment schedule for Income Payment Orders.	

FREQ-20.47	Income Payments Agreement and Income Payments Orders (IPA & IPO)	The system shall have the capability to issue automatic letters if a payment is missed	
FREQ-20.48	Income Payments Agreement and Income Payments Orders (IPA & IPO)	The system shall have the capability to generate notifications to the designated team/user for missed payments	
FREQ-20.49	Income Payments Agreement and Income Payments Orders (IPA & IPO)	The system shall have the capability to match payments received to the correct case and asset	
FREQ-20.50	Income Payments Agreement and Income Payments Orders (IPA & IPO)	The system shall have the capability to keep a running total of the outstanding amount due	
FREQ-20.51	Income Payments Agreement and Income Payments Orders (IPA & IPO)	The system shall have the capability to accommodate any revision on a payment schedule for Income Payment Agreements	
FREQ-20.52	Income Payments Agreement and Income Payments Orders (IPA & IPO)	The system shall have the capability to accommodate any revision on a payment schedule for Income Payment Orders	
FREQ-20.53	Income Payments Agreement and Income Payments Orders (IPA & IPO)	The system shall be capable of re-calculating and recording an IPA revision	
FREQ-20.54	Income Payments Agreement and Income Payments Orders (IPA & IPO)	The system shall have the capability to record the reason for change in payment schedules	Why the initial agreed payment amount has been varied to a new payment amount
ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ-20.55	Reporting – Assets	<p>The system shall be able to report on the:</p> <ul style="list-style-type: none"> -Type of assets - Asset Volumes/No assets - Asset owning Team - Number of realised/not realised/unrealised assets - Assets that are exempt/disclaimed - Potential assets - Estimated realisable value - Asset Realised Value - Date asset realised 	

FREQ-20.56	Reporting – Assets	The system shall be able to report on the assets reaching milestones dates	E.g. Family home 3 year rule, 12 month discharge period for IPA
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Managing Insolvency Practitioners (IPs)

ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ - 120.1	Managing Insolvency Practitioners (IP)	The system shall have a search functionality which will allow a user to search for Insolvency Practitioners	This search is to ascertain if an Insolvency Practitioner already exist within the system or not
FREQ - 120.2	Managing Insolvency Practitioners (IP)	The system shall have the capability to allow editing / updating of an Insolvency Practitioner's record	
FREQ - 120.3	Managing Insolvency Practitioners (IP)	The system shall have the capability to allow a user to manually enter Insolvency Practitioner information	
FREQ - 120.4	Managing Insolvency Practitioners (IP)	The system shall have the capability to generate a unique reference number once a new Insolvency Practitioner has been registered on the system	
FREQ - 120.5	Managing Insolvency Practitioners (IP)	The system shall have a 'Display on Internet' flag	This flag will be used to indicate if Insolvency Practitioner want their address to be reflected on the public domain or not
FREQ - 120.6	Managing Insolvency Practitioners (IP)	The system shall have the ability to allow a user to set the 'Display on Internet' flag as TICKED	Insolvency Practitioner want their information to be reflected on the public domain
FREQ - 120.7	Managing Insolvency Practitioners (IP)	The system shall have the ability to allow a user to set the 'Display on Internet' flag as UNTICKED	Insolvency Practitioner do not want their information to be reflected on the public domain

FREQ - 120.8	Managing Insolvency Practitioners (IP)	The system shall have the capability to hold an Insolvency Practitioner information	
FREQ - 120.9	Managing Insolvency Practitioners (IP)	The system shall have the capability to integrate with Electronic Individual Insolvency Register (EIIR) web application	
FREQ - 120.10	Managing Insolvency Practitioners (IP)	The system shall have the ability to generate a script (containing IP information) for Electronic Individual Insolvency Register (EIIR) web application	
FREQ - 120.11	Managing Insolvency Practitioners (IP)	The system shall have the capability to update Microsoft Electronic Individual Insolvency Register (EIIR) web application with the generated script (containing IP information)	The frequency for this update should be every night (daily).
FREQ - 120.12	Managing Insolvency Practitioners (IP)	Electronic Individual Insolvency Register (EIIR) database will update 'Find IP' web application	This will continue to work as it does today
ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ - 120.13	Reporting - Managing Insolvency Practitioners (IP)	The system shall have the ability to produce report of all Insolvency Practitioners existing within the system	
FREQ - 120.14	Reporting - Managing Insolvency Practitioners (IP)	The system shall have the ability to produce report on manually entered debtor information	
FREQ - 120.15	Reporting - Managing Insolvency Practitioners (IP)	The system shall have the ability to produce report on the unique reference number generated by the system after IP registration	
FREQ - 120.16	Reporting - Managing Insolvency Practitioners (IP)	The system shall have the capability to produce report on Insolvency Practitioner record with 'Display on Internet' flag set as UNTICKED	Insolvency Practitioner that do not want their information to be reflected on the public domain ('Display on Internet' flag is set as UNTICKED)
FREQ - 120.17	Reporting - Managing Insolvency Practitioners (IP)	The system shall have the capability to produce report on Insolvency Practitioner record with 'Display on Internet' flag set as TICKED	Insolvency Practitioner that want their information to be reflected on the public domain ('Display on

			Internet' flag is set as TICKED)
FREQ - 120.18	Reporting - Managing Insolvency Practitioners (IP)	The system shall have the ability to produce report on the file (script) it generates for IP database (Find IP)	
FREQ - 120.19	Reporting - Managing Insolvency Practitioners (IP)	The system shall have the capability to generate standard / automated reports daily, weekly, monthly, yearly etc	
FREQ - 120.20	Reporting - Managing Insolvency Practitioners (IP)	The system shall have the capability to accommodate creation of 'Ad-hoc' reports	
FREQ - 120.21	Reporting - Managing Insolvency Practitioners (IP)	The system shall ensure that produced reports are adjustable and re-creatable with inputs/outputs observable	
FREQ - 120.22	Reporting - Managing Insolvency Practitioners (IP)	The system shall have a preview functionality, allowing user to preview a report before download or print	

Individual Voluntary Arrangements (IVAs)

ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ - 110.1	Individual Voluntary Arrangement (IVA)	The system shall have a file import functionality which will allow automatic upload of debtor information	This is in relation to the excel spreadsheet which The Insolvency Service receive from Insolvency Practitioners containing debtor information. This file is received via the EAS Customer Service email (CustomerServices.EAS@insolvency.gov.uk)
FREQ - 110.2	Individual Voluntary Arrangement (IVA)	The system shall have the capability to allow a user to manually enter debtor information	
FREQ - 110.3	Individual Voluntary Arrangement (IVA)	The system shall have the capability to allow a user to select an IVA status	A user within the system should be able to select any of the following IVA Status; 1. Current / Active 2. Completed 3. Terminated / Failed 4. Revoked / Withdrawn
FREQ - 110.4	Individual Voluntary Arrangement (IVA)	The system shall have the capability to display the registration fee paid by the Insolvency Practitioner	The Insolvency Service charges the Insolvency Practitioner a registration fee of £15 for each IVA registration
FREQ - 110.5	Individual Voluntary Arrangement (IVA)	The system shall have the capability to integrate with Electronic Individual Insolvency Register (EIIR) web application	
FREQ - 110.6	Individual Voluntary Arrangement (IVA)	The system shall have the ability to generate a script (containing debtor information) for Electronic Individual Insolvency Register (EIIR) web application	

FREQ - 110.7	Individual Voluntary Arrangement (IVA)	The system shall have the capability to update Microsoft Electronic Individual Insolvency Register (EIIR) web application with the generated script (containing debtor information)	The frequency for this update should be every night (daily).
ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ - 110.8	Reporting	The system shall have the ability to produce report on automatically uploaded debtor information	
FREQ - 110.9	Reporting	The system shall have the ability to produce report on manually entered debtor information	
FREQ - 110.10	Reporting	The system shall have the ability to produce report on IVA status	
FREQ - 110.11	Reporting	The system shall have the ability to produce report on fees paid by the Insolvency Practitioner	
FREQ - 110.12	Reporting	The system shall have the ability to produce report on the file (script) it generates for Electronic Individual Insolvency Register (EIIR)	
FREQ - 110.13	Reporting	The system shall have the capability to generate standard / automated reports daily, weekly, monthly, yearly etc	
FREQ - 110.14	Reporting	The system shall have the capability to accommodate creation of 'Ad-hoc' reports	
FREQ - 110.15	Reporting	The system shall ensure that produced reports are adjustable and re-creatable with inputs/outputs observable	
FREQ - 110.16	Reporting	The system shall have a preview functionality, allowing user to preview a report before download or print	

Financial Services

Receipt Management Service

ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ - 70.1	Receipt Management	<p>The system shall have the capability to allow direct integration with our Bank via an API Gateway Product so as to fulfil the following obligations;</p> <ul style="list-style-type: none"> • Receive receipts from the INSS designated bank account via API 	

FREQ - 70.2	Receipt Management	The system shall have the capability to allow direct integration with our Finance Platform via an API Gateway Product so as to fulfil the following obligations; <ul style="list-style-type: none"> • Receipts received from the INSS designated bank • Fees processed from Receipts 	Fee processing will be elaborated as part of that service
FREQ - 70.3	Receipt Management	The system shall have the capability to receive receipt transactions from the INSS designated bank account via API	
FREQ - 70.4	Receipt Management	The system shall have the ability to create and maintain Allocation Keys for prioritisation of payments	
FREQ - 70.5	Receipt Management	The system shall have the ability to record and maintain Posting Codes.	A posting code is an accounting code that identifies the type of transaction being recorded, e.g. RR39 is an IPA/IPO receipt. This would be an entity and represented as a look up against the Receipt
FREQ - 70.6	Receipt Management	The system shall have the ability to automatically map receipts with the correct Posting Code	
FREQ - 70.7	Receipt Management	The system shall have the capability to assign the correct Allocation Key to a case	Allocation Key is a property (Entity) maintained by finance and assigned to every fee associated to a case, for fee recovery purposes. (The Fee Management Service is elaborated separately)
FREQ - 70.8	Receipt Management	The system shall have the ability to automatically map receipts with the correct Allocation Key	
FREQ - 70.9	Receipt Management	The system shall have the capability to assign the correct Posting Code to a case	
FREQ - 70.10	Receipt Management	The system shall have the capability to allocate receipts to a case based on reference ID	The case reference ID will be used as a unique identifier for

			each receipt to identify the estate associated with the receipt
FREQ - 70.11	Receipt Management	The system shall have the capability to identify receipts that do not have any case reference ID	The case reference ID will be used as a unique identifier for each receipt (payment), to identify the estate associated with the receipt (payment)
FREQ - 70.12	Receipt Management	The system shall have the capability to flag a receipt unallocated if; <ul style="list-style-type: none"> • A receipt does not have the appropriate case reference ID • A receipt does not have a case reference ID 	
FREQ - 70.13	Receipt Management	The system shall have the ability to automatically map receipts with the correct case reference ID, to the appropriate case	The service shall have the ability to link payments with the correct case reference ID to the appropriate case - these will be known as 'Allocated Receipts'
FREQ - 70.14	Receipt Management	The system shall have the ability to put unallocated receipts into work queues	These receipts (payment) will be known as 'Unallocated Receipts'
FREQ - 70.15	Receipt Management	The system shall have the capability to monitor payments received against the payment schedule for Income Payment Agreements.	This requirement relates to Income Payments Agreement and Income Payments Orders (IPA & IPO)
FREQ - 70.16	Receipt Management	The system shall have the capability to monitor payments received against the payment schedule for Income Payment Orders.	This requirement relates to Income Payments Agreement and Income Payments Orders (IPA & IPO)
FREQ - 70.17	Receipt Management	The system shall have the capability to accommodate manual entry of receipts information	Ability to manually enter information in the system, if required

FREQ - 70.18	Receipt Management	The system shall have the capability to accommodate manual adjustment of receipt information	Ability to edit a case and make changes in the system, if required.
FREQ - 70.19	Receipt Management	The system shall have the capability to support automatic reconciliation of bank statements in Business World	The report produced from the system will aid the reconciliation activities in Business World
ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ - 70.20	Reporting - Receipt Management	The system shall have the capability to produce report on all receipts received from INSS designated back account	These are receipts that will go through INSS interface application (Integration Service) into Dynamics
FREQ - 70.21	Reporting - Receipt Management	The system shall have the capability to produce report on who created / sent Receipt	
FREQ - 70.22	Reporting - Receipt Management	The system shall have the ability to generate standard / automated payment reports on a daily, weekly, fortnightly, monthly, bi-annually and yearly frequency	This is Data Warehouse Requirement and will be repeated there
FREQ - 70.23	Reporting - Receipt Management	The system shall have the ability to accommodate creation of 'Ad-hoc' receipt reports	
FREQ - 70.24	Reporting - Receipt Management	The system shall have the capability to produce reports on receipts made with the correct case reference ID	
FREQ - 70.25	Reporting - Receipt Management	The system shall have the capability to produce reports on receipts made with the incorrect case reference ID	
FREQ - 70.26	Reporting - Receipt Management	The system shall have the capability to produce reports on receipts made without any case reference ID	
FREQ - 70.27	Reporting - Receipt Management	The system shall have the capability to produce reports on receipts which the system has automatically mapped to a case	
FREQ - 70.28	Reporting - Receipt Management	The system shall have the capability to produce reports on receipts which has been put into the work queue	
FREQ - 70.29	Reporting - Receipt Management	The system shall have the ability to produce reports on receipts which go into Business World via the INSS interface application (Integration Service)	Integration Audit Requirement

FREQ - 70.30	Reporting - Receipt Management	The system shall have the ability to ensure produced reports are adjustable and re-creatable with inputs/outputs observable	
FREQ - 70.31	Reporting - Receipt Management	The system shall have a preview functionality, allowing user to preview a report before download or print	
FREQ - 70.32	Reporting - Receipt Management	The system shall have the capability to produce reports on existing Allocation Keys	
FREQ - 70.33	Reporting - Receipt Management	The system shall have the capability to produce reports on existing Posting Codes	

Fee Management and Revenue Recognition

ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ - 100.1	Fee Management and Revenue Recognition	The system shall have the ability to create / generate Allocation Keys	Allocation Key is a property (Entity) maintained by finance and assigned to every fee associated to a case, for fee recovery purposes.
FREQ - 100.2	Fee Management and Revenue Recognition	The system shall have the ability to record and maintain Posting Codes.	A posting code is an accounting code that identifies the type of transaction being recorded, e.g. RR39 is an IPA/IPO receipt. This would be an entity and represented as a look up against the Receipt
FREQ - 100.3	Fee Management and Revenue Recognition	The system shall have the capability to map Posting Code to an existing account	
FREQ - 100.4	Fee Management and Revenue Recognition	The system shall have the capability to map an existing account to a subaccount	
FREQ - 100.5	Fee Management and Revenue Recognition	The system shall have the capability to map a subaccount to an allocation key	
FREQ - 100.6	Fee Management and Revenue Recognition	The system shall have the capability to allow a user create a case with a fiscal year	Case creation within the system is further explained in the Case Management Service
FREQ - 100.7	Fee Management and Revenue Recognition	The system shall have the capability to assign a posting code to a case	

FREQ - 100.8	Fee Management and Revenue Recognition	The system shall have the ability to allow a case to be edited / updated	Some cases will require update within the system to trigger fee charge process (E.g. Creditors Petitions)
FREQ - 100.9	Fee Management and Revenue Recognition	The system shall have the capability to raise an event once a receipt is received	Raise Receipt Received Event
FREQ - 100.10	Fee Management and Revenue Recognition	The system shall calculate and charge any admin fees against the estate	
FREQ - 100.11	Fee Management and Revenue Recognition	The system shall calculate and charge any general fees against the estate	
FREQ - 100.12	Fee Management and Revenue Recognition	The system shall calculate and charge quarterly banking fees	
FREQ - 100.13	Fee Management and Revenue Recognition	The system shall calculate and charge fees for unclaimed funds	
FREQ - 100.14	Fee Management and Revenue Recognition	The system shall calculate and charge BACS payment fees	
FREQ - 100.15	Fee Management and Revenue Recognition	The system shall calculate and charge Cheque issue fees	
FREQ - 100.16	Fee Management and Revenue Recognition	The system shall calculate and charge any fees based on the receipt against the estate	
FREQ - 100.17	Fee Management and Revenue Recognition	The system shall have the capability to calculate fees charged on a case, in line with Insolvency Act in England and Wales	
FREQ - 100.18	Fee Management and Revenue Recognition	Th system shall record timed fees (i.e Banking fee every quarter)	
FREQ - 100.19	Fee Management and Revenue Recognition	The system shall have the capability to integrate with Calculation Engine	
FREQ - 100.20	Fee Management and Revenue Recognition	The system shall have the ability to send case transaction details to Calculation Engine for fee calculations	Dynamics raise event for case transaction details
FREQ - 100.21	Fee Management and Revenue Recognition	The system shall have the ability to receive fee calculation details from the Calculation Engine	The calculations will remain unchanged and will continue to work as they do currently

FREQ - 100.22	Fee Management and Revenue Recognition	The system shall have the capability to populate case record with fee calculation information received from Calculation Engine	
FREQ - 100.23	Fee Management and Revenue Recognition	The system shall have the capability to group the transactions of each case by allocation keys	The various transactions of each case are grouped by allocation keys
FREQ - 100.24	Fee Management and Revenue Recognition	The system shall have the capability to aggregate the sum of allocation key values for each fund on each case with a fiscal year.	
FREQ - 100.25	Fee Management and Revenue Recognition	As part of fee recovery exercise, the system shall have the ability to map associated fees charged, to a case	Based on the 'allocation key' order of priority, the system will be expected to use the recovery logic to fulfil this requirement
FREQ - 100.26	Fee Management and Revenue Recognition	As part of fee recovery exercise, the system shall have the ability to map associated disbursements paid, on a case	Based on the 'allocation key' order of priority, the system will be expected to use the recovery logic to fulfil this requirement
FREQ - 100.27	Fee Management and Revenue Recognition	As part of fee recovery exercise, the system shall have the ability to map associated payments received, on a case	Based on the 'allocation key' order of priority, the system will be expected to use the recovery logic to fulfil this requirement
FREQ - 100.28	Fee Management and Revenue Recognition	The system shall have the capability to use the 'allocation key' order of priority principle to recalculate any fee that has been charged on a case	
FREQ - 100.29	Fee Management and Revenue Recognition	The system shall have the capability to use the 'allocation key' order of priority principle to recalculate any disbursement that has been paid on a case	
FREQ - 100.30	Fee Management and Revenue Recognition	The system shall have the capability to use the 'allocation key' order of priority principle to recalculate any payment that has been received on a case	
FREQ - 100.31	Fee Management and Revenue Recognition	The system shall have the ability to produce the value of fees recovered by realisation	
FREQ - 100.32	Fee Management and Revenue Recognition	The system shall have the ability to produce the value of disbursements recovered by realisation	

FREQ - 100.33	Fee Management and Revenue Recognition	The system shall have the ability to produce the value of fees charged	
FREQ - 100.34	Fee Management and Revenue Recognition	The system shall have the ability to produce the value of disbursements paid	
FREQ - 100.35	Fee Management and Revenue Recognition	The system shall check all historical transactions on each case to ensure fees and disbursements charged and recovered are attributed to the correct financial period.	
FREQ - 100.36	Fee Management and Revenue Recognition	The system shall have the capability to perform 'Charged and Recovered' calculations of fees and disbursements within a specified financial period.	
FREQ - 100.37	Fee Management and Revenue Recognition	The system shall have the capability to integrate with INSS interface application (Integration Service)	
FREQ - 100.38	Fee Management and Revenue Recognition	The system shall have the ability to automatically send transaction details to Business World	
FREQ - 100.39	Fee Management and Revenue Recognition	The system shall have the ability to automatically send transaction details to Data Warehouse	
ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ - 100.40	Reporting - Fee Management and Revenue Recognition	The system shall have the ability to produce report on Posting Codes created	
FREQ - 100.41	Reporting - Fee Management and Revenue Recognition	The system shall have the ability to produce report on Allocation Keys created	
FREQ - 100.42	Reporting - Fee Management and Revenue Recognition	The system shall have the ability to produce report on the mapping of posting codes to existing accounts	
FREQ - 100.43	Reporting - Fee Management and Revenue Recognition	The system shall have the ability to produce report on the mapping of existing accounts to subaccounts	
FREQ - 100.44	Reporting - Fee Management and Revenue Recognition	The system shall have the ability to produce report on the mapping of subaccounts to allocation keys	

FREQ - 100.45	Reporting - Fee Management and Revenue Recognition	The system shall have the capability to produce report on cases that has been assigned a posting code	
FREQ - 100.46	Reporting - Fee Management and Revenue Recognition	The system shall have the capability to produce report on cases that has been edited / updated	Some cases will require update within the system to trigger fee charge process (E.g. Creditors Petitions)
FREQ - 100.47	Reporting - Fee Management and Revenue Recognition	The system shall have the capability to produce report on deposit payment made on a case	
FREQ - 100.48	Reporting - Fee Management and Revenue Recognition	The system shall have the capability to produce report when additional payment has been made on an initial deposit	Update on deposit (e.g. via realisation of asset)
FREQ - 100.49	Reporting - Fee Management and Revenue Recognition	The system shall have the ability to produce report on case transaction details sent to Calculation Engine	
FREQ - 100.50	Reporting - Fee Management and Revenue Recognition	The system shall have the ability to produce report on fee calculations received from Calculation Engine	
FREQ - 100.51	Reporting - Fee Management and Revenue Recognition	The system shall have the capability to produce report on any fee charged on a case	
FREQ - 100.52	Reporting - Fee Management and Revenue Recognition	The system shall have the capability to produce report on any disbursement paid on a case	
FREQ - 100.53	Reporting - Fee Management and Revenue Recognition	The system shall have the capability to produce report on any payment received on a case	
FREQ - 100.54	Reporting - Fee Management and Revenue Recognition	The system shall have the ability to produce report on all the case transactions grouped by allocation keys	The various transactions of each case are grouped by allocation keys
FREQ - 100.55	Reporting - Fee Management and Revenue Recognition	The system shall have the ability to produce report on the aggregation of the sum of allocation key values for each fund on each case with a fiscal year	

FREQ - 100.56	Reporting - Fee Management and Revenue Recognition	The system shall have the capability to use the 'allocation key' order of priority principle to produce reports on any fee that has previously been charged on a case	
FREQ - 100.57	Reporting - Fee Management and Revenue Recognition	The system shall have the capability to use the 'allocation key' order of priority principle to produce reports on any disbursement that has previously been paid on a case	
FREQ - 100.58	Reporting - Fee Management and Revenue Recognition	The system shall have the capability to use the 'allocation key' order of priority principle to produce reports on any payment that has previously been received on a case	
FREQ - 100.59	Reporting - Fee Management and Revenue Recognition	The system shall have the capability to produce report on the value of fees recovered by realisation	1. 'White Paper' report showing fees earned / recovered is produced 2. Finance Reports
FREQ - 100.60	Reporting - Fee Management and Revenue Recognition	The system shall have the capability to produce report on the value of disbursements recovered by realisation	1. 'White Paper' report showing fees earned / recovered is produced 2. Finance Reports
FREQ - 100.61	Reporting - Fee Management and Revenue Recognition	The system shall have the capability to produce report on the value of fees charged	1. 'White Paper' report showing fees earned / recovered is produced 2. Finance Reports
FREQ - 100.62	Reporting - Fee Management and Revenue Recognition	The system shall have the capability to produce report on the value of disbursements paid	1. 'White Paper' report showing fees earned / recovered is produced 2. Finance Reports
FREQ - 100.63	Reporting - Fee Management and Revenue Recognition	The system shall have the capability to produce report on the financial journal which shows the figures that has been recovered	

Estate and Fund Management

ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ - 140.1	Estate and Funds Management	The system shall have a General Funds (00) feature for every case that is set up	The general fund contains all monies of receipts and payments relating to the estate and every case must have a general fund
FREQ - 140.2	Estate and Funds Management	The system shall ensure a fee is charged for any fund posted on the General Funds	The general fund is chargeable - trusted liquidator and SOS (Secretary of State) fees

FREQ - 140.3	Estate and Funds Management	The system shall have the capability to record all types of payments made from the General Funds (00)	
FREQ - 140.4	Estate and Funds Management	The system shall be able to calculate interest earned	
FREQ - 140.5	Estate and Funds Management	The system shall be able to calculate negative interest, if required	
FREQ - 140.6	Estate and Funds Management	The system shall be able to stop interest following an annulment or rescission	
FREQ - 140.7	Estate and Funds Management	The system shall have the capability to post biannual interest on cases	
FREQ - 140.8	Estate and Funds Management	The system shall have a Deposit Fund (91) feature for every case that is set up	Deposit Fund relates to the deposit that is paid into an estate before a case order is made.
FREQ - 140.9	Estate and Funds Management	The system shall allow funds in the Deposit Fund (91) section to be moved to the General Fund (00) once a case order has been made	
FREQ - 140.10	Estate and Funds Management	The system shall have a Indivisible Balance (93) feature for every case that is set up	Indivisible Balance is the outstanding credit balance after a case has been closed. Upon closure of a case, the remaining credit balance is automatically written off and the money is moved into Indivisible balance funds. This scenario only occurs when the remaining credit balance is insufficient for distribution
FREQ - 140.11	Estate and Funds Management	The system shall have the capability to move outstanding credit balance on a case to Indivisible Balance Fund	
FREQ - 140.12	Estate and Funds Management	The system shall have the ability to perform 'debit balance write off' calculations	Debit balance write off occurs when a bankruptcy or compulsory liquidation case with a general fund debit balance is financially closed and the debit balance is written off by posting write off transactions that credit the fund to bring the balance to a nil balance

FREQ - 140.13	Estate and Funds Management	The system shall have the ability to perform 'Surplus' (Bankruptcy Ceiling) calculations	This scenario occurs when surplus funds remain after sufficient assets have been realised and all the bankruptcy expenses and debts including statutory interest have been paid in full. In this case, a rebate of Secretary of State's administration fee may be due and the resultant surplus returned to the debtor.
FREQ - 140.14	Estate and Funds Management	The system shall have the ability to perform 'Cashflow' calculations	Within the ISA bank account (daily flow of receipts and payments coming in and going out), INSS hold sufficient funds to cover payments. The rest of the funds is invested in the ISIA or ISA investment account (managed by UK Debt Management Office/Treasury), to maximise interest earned on funds. Cashflow calculations allows INSS to maximise estate funds in ISIA to earn interest but also to retain enough funds in the ISA account to cover expected daily payments.
FREQ - 140.15	Estate and Funds Management	The system shall have an Unclaimed Monies (95) feature for every case that is set up	<p>Unclaimed funds contains all the monies paid out to creditors which has not been claimed. There are two instances by which funds can be sent to this location;</p> <ul style="list-style-type: none"> - If The Insolvency Service sent out a cheque to a creditor and the creditor has failed to cash the cheque within 6 months - In the case of voluntary liquidation, the Insolvency Practitioner (IP) will send money (distributions they made which has not been claimed) to The Insolvency Service bank account.
FREQ - 140.16	Estate and Funds Management	The system shall have a Central Control Fund (CCF) for every case that is set up	

FREQ - 140.17	Estate and Funds Management	The system shall have sub funds (01 to 89) feature for every case that is set up	
FREQ - 140.18	Estate and Funds Management	The system shall have the capability to ensure the 90 to 97 funds are ring-fenced	These are segregated portion of the estate funds and are moved around the estate according to business process - Example: When a case is set up, the deposit payment is posted to the 'Deposit Fund (91)' until the case order is made. Once the case order is made, the fund will automatically be moved to the 'General Fund (00)'.
FREQ - 140.19	Estate and Funds Management	The system shall ensure every closed case has a zero fund balance	Once a case is financially closed, all estate funds within the case should have a zero balance, with the exception of Central Control Funds (CCF)
FREQ - 140.20	Estate and Funds Management	The system shall move any unclaimed money remaining after a case has been closed, to the Central Control Fund (CCF)	
FREQ - 140.21	Estate and Funds Management	The system shall have the capability to automatically set up 'General Fund (00)' and the '90 to 97 Funds' when a case is created	
FREQ - 140.22	Estate and Funds Management	The system shall have the capability to allow a user to manually set up 'sub funds (01 to 89)' when a case is created	The sub funds (01 to 89) are manually set up according to request from the Official Receiver (OR) or the Insolvency Practitioner (IP)
FREQ - 140.23	Estate and Funds Management	The system shall have the ability to set the 'sub funds (01 to 89)' as 'Non-fee Applicable'	The sub funds (01 to 89) are set up in the system as 'Non-fee Applicable'. This means that these funds are not charged trusted liquidator and SOS (Secretary of State) fees.
FREQ - 140.24	Estate and Funds Management	The system shall have the ability to set the General Fund (00) to 'Interest Bearing'	
FREQ - 140.25	Estate and Funds Management	The system shall have the ability to set the 90 to 97 funds to 'Non Interest Bearing'	
FREQ - 140.26	Estate and Funds Management	The system shall have the capability to accommodate Suspense accounts	This is a non case related account

FREQ - 140.27	Estate and Funds Management	The system shall have the capability to accommodate the processing, viewing and reporting on financial transactions for Suspense accounts (Movements, receipts, payments)	
FREQ - 140.28	Estate and Funds Management	The system shall have the capability to accommodate Frequent Petitioner accounts	This is a non case related account
FREQ - 140.29	Estate and Funds Management	The system shall have the capability to accommodate the processing, viewing and reporting on financial transactions for Frequent Petitioner accounts (Movements, receipts, payments)	
FREQ - 140.30	Estate and Funds Management	The system shall have the ability to support maintenance of non case related accounts (Creating new ones and closing old ones)	
ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ - 140.31	Reporting	The system shall have the ability to produce report on the General Funds (00) for every case that is set up	
FREQ - 140.32	Reporting	The system shall have the ability to produce report on the fees charged for any fund posted on the General Funds (00)	
FREQ - 140.33	Reporting	The system shall have the ability to produce report on the Deposit Funds (91) for every case that is set up	
FREQ - 140.34	Reporting	The system shall have the ability to produce report on all funds moved from the Deposit Funds (91) to the General Funds (00) once a case order has been made	
FREQ - 140.35	Reporting	The system shall have the ability to produce report on the Indivisible Balance (93) for every case that is set up	
FREQ - 140.36	Reporting	The system shall have the capability to produce report on all credit balance that has been moved to Indivisible Balance (93) Funds	
FREQ - 140.37	Reporting	The system shall have the capability to produce report on debit balance write off calculations	

FREQ - 140.38	Reporting	The system shall have the capability to produce report on 'Surplus' (Bankruptcy Ceiling) calculations	
FREQ - 140.39	Reporting	The system shall have the capability to produce report on 'Cashflow' calculations	
FREQ - 140.40	Reporting	The system shall have the ability to produce report on the Central Control Fund (CCF) for every case that is set up	
FREQ - 140.41	Reporting	The system shall have the ability to produce report on the sub funds (01 to 89) for every case that is set up	
FREQ - 140.42	Reporting	The system shall have the ability to produce report on the 90 - 97 funds	
FREQ - 140.43	Reporting	The system shall have the ability to produce report on every closed case showing a zero balance	
FREQ - 140.44	Reporting	The system shall have the ability to produce report on Funds set as 'Fee Applicable'	
FREQ - 140.45	Reporting	The system shall have the ability to produce report on Funds set as 'Non-Fee Applicable'	
FREQ - 140.46	Reporting	The system shall have the capability to generate standard / automated reports daily, weekly, monthly, yearly etc	
FREQ - 140.47	Reporting	The system shall have the capability to accommodate creation of 'Ad-hoc' reports	
FREQ - 140.48	Reporting	The system shall ensure that produced reports are adjustable and re-creatable with inputs/outputs observable	
FREQ - 140.49	Reporting	The system shall have a preview functionality, allowing user to preview a report before download or print	

Distributions and Payments

ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ - 90.1	Distributions and Payments	The system shall have the capability to display the Closing Referrals	To enable the review of Closing Referrals by Official Receiver Officer
FREQ - 90.2	Distributions and Payments	The system shall have the capability to display all expenses paid on a case	

FREQ - 90.3	Distributions and Payments	The system shall have the capability to display the debit / credit balance on a case	To enable the check to see if sufficient fund is available for distribution
FREQ - 90.4	Distributions and Payments	The system shall have the ability to show if all assets within a case has been realised or not	
FREQ - 90.5	Distributions and Payments	The system shall have the ability to show PPI realised on a case	This information will be displayed on the asset tab
FREQ - 90.6	Distributions and Payments	The system shall have the capability to ingest the PPI completion report which is sent by Deloitte	This report will be uploaded into the asset tab and flags the case as complete on the PPI database
FREQ - 90.7	Distributions and Payments	The system shall have the capability to record letters sent out to Creditors	
FREQ - 90.8	Distributions and Payments	The system shall have the capability to record creation of advert in the London Gazette	To include dividend and other adverts.
FREQ - 90.9	Distributions and Payments	The system shall have the capability to record proof of debt collated from creditors against the list of creditors	
FREQ - 90.10	Distributions and Payments	The system shall have the functionality to allow a user to approve the proof of debt received from creditors	
FREQ - 90.11	Distributions and Payments	The system shall have the functionality to allow a user to approve dividend distribution	In this instance, the Deputy Official Receiver (DOR) will perform the approval
FREQ - 90.12	Distributions and Payments	The system shall have the capability to allow a user to remove 'Interest Bearing' on a case	
FREQ - 90.13	Distributions and Payments	The system shall have the capability to calculate Time and Rate fees (including VAT) on a case	
FREQ - 90.14	Distributions and Payments	The system shall have the capability to calculate Time and Rate fees (including VAT) prior to the dividend being calculated in the system	
FREQ - 90.15	Distributions and Payments	The system shall have the capability to send Time and Rate fees (including VAT) calculation details to Business World	All transactions will be sent to Business World for reconciliation purposes
FREQ - 90.16	Distributions and Payments	The system shall have the capability to update the estate balance once calculation on Time and Rate fees (including VAT) has been performed	The Time and Rate fee is charged once the dividend has been approved
FREQ - 90.17	Distributions and Payments	The system shall have the capability to calculate dividends on a case (Dividend Calculator) based on 'P in the £'	A dividend is a proportion of an estate fund which is paid to a Creditor. The calculation is based on 'P in the £' and fund is distributed proportionally across all the

			creditors. The calculation will take into account all previous dividends distributed.
FREQ - 90.18	Distributions and Payments	The system shall have the capability to calculate PPI dividends on a case (PPI Dividend Calculator) based on 'P in the £'	PPI dividends are calculated with different rules to a normal dividend - where there is a PPI asset, the available funds from that asset are not distributed to that PPI creditor. The calculation will take into account all previous dividends distributed.
FREQ - 90.19	Distributions and Payments	The system shall have the ability to calculate dividend rates taking into account preferential creditors	Preferential creditors such as employees and secondary preferential creditors such as HMRC
FREQ - 90.20	Distributions and Payments	The system shall have the capability to generate payment schedules for distribution	
FREQ - 90.21	Distributions and Payments	The system shall have the capability to record all types of payments by The Insolvency Service	
FREQ - 90.22	Distributions and Payments	The system shall have the functionality to allow a user to approve the payment schedule generated within the system	
FREQ - 90.23	Distributions and Payments	The system shall have the capability to process SWIFT payments	The system shall accommodate manual processing of SWIFT payments
FREQ - 90.24	Distributions and Payments	The system shall have the capability to process CHAPS payments	The system shall accommodate manual processing of CHAPS payments
FREQ - 90.25	Distributions and Payments	The system shall have the capability to process Faster Payments	
FREQ - 90.26	Distributions and Payments	The system shall have the capability to allow manual processing of payment activities	The system shall accommodate manual functions such as cancelling or reissuing of payments
FREQ - 90.27	Distributions and Payments	The system shall have the capability to record and time stamp all payment transactions	
FREQ - 90.28	Distributions and Payments	The system shall have the ability to directly integrate with PTX-Payment services via an API Gateway	

FREQ - 90.29	Distributions and Payments	The system shall have the ability to directly integrate with Premier Cheque services via an API Gateway	
FREQ - 90.30	Distributions and Payments	The system shall have the ability to make BACS payment to creditors via PTX-Payment services	
FREQ - 90.31	Distributions and Payments	The system shall have the ability to make Cheque payment to creditors via Premier Cheque services	
FREQ - 90.32	Distributions and Payments	The system shall have the ability to generate Cheque numbers	
FREQ - 90.33	Distributions and Payments	The system shall have the capability to receive a 'successful payment' notification from PTX-Payment services	
FREQ - 90.34	Distributions and Payments	The system shall have the capability to receive a 'successful payment' notification from Premier Cheque services	
FREQ - 90.35	Distributions and Payments	The system shall have the capability to receive a 'unsuccessful payment' notification from PTX-Payment services	
FREQ - 90.36	Distributions and Payments	The system shall have the capability to receive a 'unsuccessful payment' notification from Premier Cheque services	
FREQ - 90.37	Distributions and Payments	The system shall have the capability to update the 'Unclaimed Funds' field when a BACS payment is unsuccessful	
FREQ - 90.38	Distributions and Payments	The system shall have the capability to update the 'Unclaimed Funds' field when a Cheque payment is unsuccessful	
FREQ - 90.39	Distributions and Payments	The system shall have the capability to update the 'Unclaimed Funds' field when a SWIFT payment is unsuccessful	
FREQ - 90.40	Distributions and Payments	The system shall have the capability to update the 'Unclaimed Funds' field when a CHAPS payment is unsuccessful	
FREQ - 90.41	Distributions and Payments	The system shall have controls in place to prevent duplicate transactions and records being created	
FREQ - 90.42	Distributions and Payments	The system shall have the capability to detect duplicate payment	
FREQ - 90.43	Distributions and Payments	The system shall have the capability to reject a transaction or provide a warning message when attempting to post a transaction that would cause the general ledger to be out of balance	

FREQ - 90.44	Distributions and Payments	The system shall have the ability to maintain inaccurate transactions until they are reversed by another transaction	
FREQ - 90.45	Distributions and Payments	The system shall have the ability to immediately notify a user of any inaccurate transaction and the reason for the error.	
FREQ - 90.46	Distributions and Payments	The system shall have functionality to detect and prevent error or fraudulent activities	
FREQ - 90.47	Distributions and Payments	The system shall have the capability to integrate with Business World via INSS interface application (Integration Service)	
FREQ - 90.48	Distributions and Payments	The system shall have the capability to send transaction details of ALL payments on a case to Business World via INSS interface application (Integration Service)	All payments - BACS, Cheque, SWIFT and CHAPS
FREQ - 90.49	Distributions and Payments	The system shall have the capability to send dividend rate and payment information to Document Production	This is for the NORAD letter which is issued to creditors detailing dividend rate and payment
ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ - 90.50	Reporting - Distributions and Payments	The system shall have the capability to produce reports on Closing Referrals	
FREQ - 90.51	Reporting - Distributions and Payments	The system shall have the capability to produce reports on estate balance	This report will show debit / credit balance on the case, which will indicate if sufficient funds is available for distribution
FREQ - 90.52	Reporting - Distributions and Payments	The system shall have the ability to produce reports on all assets realised within a case	
FREQ - 90.53	Reporting - Distributions and Payments	The system shall have the ability to produce reports on all PPI realised within a case	
FREQ - 90.54	Reporting - Distributions and Payments	The system shall have the ability to produce reports on the PPI completion report sent by Deloitte	This report is sent by Deloitte and will be uploaded into Microsoft Dynamics, specifically for PPI purposes
FREQ - 90.55	Reporting - Distributions and Payments	The system shall have the ability to produce reports on letters sent to creditors	
FREQ - 90.56	Reporting - Distributions and Payments	The system shall have the ability to produce reports on adverts created on the London Gazette	

FREQ - 90.57	Reporting - Distributions and Payments	The system shall have the ability to produce reports on proof of debt entered into the list of creditors	
FREQ - 90.58	Reporting - Distributions and Payments	The system shall have the capability to produce reports on all distributions which has been approved by Deputy Official Receiver (DOR)	
FREQ - 90.59	Reporting - Distributions and Payments	The system shall have the capability to produce reports on all distributions which has been rejected by Deputy Official Receiver (DOR)	
FREQ - 90.60	Reporting - Distributions and Payments	The system shall have the capability to produce reports on Time and Rate fee charged within an estate	
FREQ - 90.61	Reporting - Distributions and Payments	The system shall have the capability to produce reports on the 'Successful' dividend calculations performed by the dividend calculator	
FREQ - 90.62	Reporting - Distributions and Payments	The system shall have the capability to produce reports on the 'Unsuccessful' dividend calculations performed by the dividend calculator	
FREQ - 90.63	Reporting - Distributions and Payments	The system shall have the capability to produce reports on the 'Successful' PPI dividend calculations performed by the PPI dividend calculator	
FREQ - 90.64	Reporting - Distributions and Payments	The system shall have the capability to produce reports on the 'Unsuccessful' PPI dividend calculations performed by the PPI dividend calculator	
FREQ - 90.65	Reporting - Distributions and Payments	The system shall have the ability to produce reports on all the payment schedules generated within the system	
FREQ - 90.66	Reporting - Distributions and Payments	The system shall have the ability to produce reports on all payment schedules which has been approved	
FREQ - 90.67	Reporting - Distributions and Payments	The system shall have the ability to produce reports on all payment schedules which has been rejected	
FREQ - 90.68	Reporting - Distributions and Payments	The system shall have the capability to produce reports on all BACS payments	
FREQ - 90.69	Reporting - Distributions and Payments	The system shall have the capability to produce reports on all BACS payments that was successfully sent to PTX-Payment Service via API gateway	

FREQ - 90.70	Reporting - Distributions and Payments	The system shall have the capability to produce reports on all BACS payments that was unsuccessfully sent to PTX-Payment Service via API gateway	
FREQ - 90.71	Reporting - Distributions and Payments	The system shall have the capability to produce reports on all BACS payments which has been received by the creditor	
FREQ - 90.72	Reporting - Distributions and Payments	The system shall have the capability to produce reports on all Unclaimed Funds	This will be the BACS payments which has not been received by the creditor
FREQ - 90.73	Reporting - Distributions and Payments	The system shall have the capability to produce reports on all Cheque payments	
FREQ - 90.74	Reporting - Distributions and Payments	The system shall have the capability to produce reports on all Cheque payments that was successfully sent to Premier Cheque Service via API gateway	
FREQ - 90.75	Reporting - Distributions and Payments	The system shall have the capability to produce reports on all Cheque payments that was unsuccessfully sent to Premier Cheque Service via API gateway	
FREQ - 90.76	Reporting - Distributions and Payments	The system shall have the capability to produce reports on all Cheque payments which has been received by the creditor	
FREQ - 90.77	Reporting - Distributions and Payments	The system shall have the capability to produce reports on all Unclaimed Funds	This will be the Cheque payments which has not been received by the creditor
FREQ - 90.78	Reporting - Distributions and Payments	The system shall have the capability to produce reports on all SWIFT payments	
FREQ - 90.79	Reporting - Distributions and Payments	The system shall have the capability to produce reports on all manually processed SWIFT payments	
FREQ - 90.80	Reporting - Distributions and Payments	The system shall have the capability to produce reports on all SWIFT payments which has been received by the creditor	
FREQ - 90.81	Reporting - Distributions and Payments	The system shall have the capability to produce reports on all Unclaimed Funds	This will be the SWIFT payments which has not been received by the creditor
FREQ - 90.82	Reporting - Distributions and Payments	The system shall have the capability to produce reports on all CHAPS payments	

FREQ - 90.83	Reporting - Distributions and Payments	The system shall have the capability to produce reports on all manually processed CHAPS payments	
FREQ - 90.84	Reporting - Distributions and Payments	The system shall have the capability to produce reports on all CHAPS payments which has been received by the creditor	
FREQ - 90.85	Reporting - Distributions and Payments	The system shall have the capability to produce reports on all Unclaimed Funds	This will be the CHAPS payments which has not been received by the creditor
FREQ - 90.86	Reporting - Distributions and Payments	The system shall have the ability to produce reports on all NORAD letters issued to creditors which details the dividend rate and payment	
FREQ - 90.87	Reporting - Distributions and Payments	The system shall have the ability to produce reports on all transaction details of payment send to Business World	
FREQ - 90.88	Reporting - Distributions and Payments	The system shall have the capability to generate standard / automated reports daily, weekly, monthly, yearly etc	
FREQ - 90.89	Reporting - Distributions and Payments	The system shall have the capability to accommodate creation of 'Ad-hoc' reports	
FREQ - 90.90	Reporting - Distributions and Payments	The system shall ensure that produced reports are adjustable and re-creatable with inputs/outputs observable	
FREQ - 90.91	Reporting - Distributions and Payments	The system shall have a preview functionality, allowing user to preview a report before download or print	

Investigation Services

ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ- 30.1	Bankruptcy Investigations	The system shall record the cause of insolvency	
FREQ- 30.2	Bankruptcy Investigations	The system shall generate and record a Public Interest score based on pre-determined calculations	Currently generated using an excel spreadsheet
FREQ- 30.3	Bankruptcy Investigations	The system shall record a list of all cases referred for Investigation but not yet active	Cases where conduct has been identified but are yet to be allocated to an investigating examiner. Currently known as the

			"investigation pool". An INV number has not yet been created Including case information, such as; location, PI score, allegation type, connected cases, limitation date
FREQ-30.4	Bankruptcy Investigations	The system shall allow the bankruptcy investigation case list to be searched by case criteria	Search via case criteria - see REQ-30.3
FREQ-30.5	Bankruptcy Investigations	The system shall allow the line manager to select investigation cases and allocate to individual staff	
FREQ-30.6	Bankruptcy Investigations	Active cases allocated to examiners will show in examiner and line manager work/performance queue	To allow case tracking - currently done via excel spreadsheet.
FREQ-30.7	Bankruptcy Investigations	The system shall generate pre-determined review dates based on a proposed submission date, which can be manually overridden.	
FREQ-30.8	Bankruptcy Investigations	The system shall generate reminders based on pre-determined dates for engagement letters	
FREQ-30.9	Bankruptcy Investigations	The system shall allow case information to be captured within CMS regarding the investigation, including the insertion of objects	The insertion of objects such as tables, excel spreadsheets, pdfs, word docs
FREQ-30.10	Bankruptcy Investigations	The system shall record case review outcomes	Example: Continue with investigation, abandon, draft report, submit
FREQ-30.11	Bankruptcy Investigations	The system shall have the ability to extract and populate information required for an Expedited Investigation Case submission	
FREQ-30.12	Bankruptcy Investigations	The system shall be capable of submitting an Expedited Investigation Case to legal services for authorisation	
FREQ-30.13	Bankruptcy Investigations	The System shall have the ability to show a case overview for an individual bankruptcy investigation	e.g. Interim restriction proceedings, restriction outcomes, appeals, costs and criminal allegations
FREQ-30.14	Bankruptcy Investigations	The system shall record the length of restriction authorised by legal services	(Restriction lengths are usually recorded in months/years)
FREQ-30.15	Bankruptcy Investigations	The system shall allow the restriction information to be extracted into letters.	

FREQ-30.16	Bankruptcy Investigations	The system shall record the length of restriction obtained by BRO/BRU and calculate the end date	Can be different from period authorised
FREQ-30.17	Bankruptcy Investigations	The system shall have the ability to obtain/request bank statements	
FREQ-30.18	Bankruptcy Investigations	The system shall have the ability to obtain/request information from the HMRC	
FREQ-30.19	Bankruptcy Investigations	The system shall be capable of sending out pre-determined letters automatically or when prompted by workflow	
FREQ-30.20	Bankruptcy Investigations	The system shall be capable of prompting the user regarding the case limitation date.	
FREQ-30.21	Bankruptcy Investigations	The system shall have the ability to submit a request for an out of time/late submission to legal services.	
FREQ-30.22	Bankruptcy Investigations	The system shall have the ability to filter cases sent to legal services for authorisation by date or submission type	e.g. late submissions, out of time
FREQ-30.23	Bankruptcy Investigations	The system shall record the allegations if misconduct is identified	
FREQ-30.24	Bankruptcy Investigations	The system shall record the decision to investigate or not	
FREQ-30.25	Bankruptcy Investigations	The system shall have the ability to submit an investigation report to the legal services team for authorisation	Full report
FREQ-30.26	Bankruptcy Investigations	The system shall have the ability to record legal services decision	Authorisation To Proceed (ATP), No ATP, Type 2 (Further work required before ATP agreed)
FREQ-30.27	Bankruptcy Investigations	The system shall be capable of submitting criminal referrals to Legal Services	
FREQ-30.28	Bankruptcy Investigations	The system shall record the legal process including acceptance of a bankruptcy restrictions undertaking, application made to the court and any order made	
FREQ-30.29	Bankruptcy Investigations	The system shall record the outcome of the legal process	E.g. Abandoned, court decision, death of bankrupt
FREQ-30.30	Bankruptcy Investigations	System shall record staff allocated to the investigation case	
FREQ-30.31	Bankruptcy Investigations	System shall highlight age of case in relation to limitation date	
FREQ-30.32	Bankruptcy Investigations	The system shall provide the ability to record notes relating to an investigation	
ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION

FREQ-30.33	Reporting - Investigations (INV)	<p>The system shall be able to report on the:</p> <ul style="list-style-type: none"> - Potential Investigation cases awaiting allocation - Live/active INV cases - Review dates and outstanding reviews - Proposed submission dates - Date of submission to LSD - Outcome (ATP, no ATP, Type2, Abandoned + Reasons) - Type of allegation - Criminal referrals and type - Issue of Proceedings - BRU - length, type, signed/not signed 	
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Document Production Service

ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ-40.1	Document Production	The system shall be able to expose data to and integrate with a third party document production system	
FREQ-40.2	Document Production	The system shall allow the generation of existing off system templates	
FREQ-40.3	Document Production	The system shall allow multiple linked companies to be included on documents	
FREQ-40.4	Document Production	The system shall allow multiple parties (within a partnership) to be included on documents	e.g. letters to banks, accountants
FREQ-40.5	Document Production	The system shall generate documents on trigger events	e.g. generating BHNOT on confirmation of a family home
FREQ-40.6	Document Production	The system shall allow the suppression of documents being generated	
FREQ-40.7	Document Production	The system shall be capable of issuing single or multiple documents via e-mail or post	
FREQ-40.8	Document Production	The system shall prompt users to confirm the sending of documents	
FREQ-40.9	Document Production	The system shall be able to integrate with and use meta data to establish hyperlinks to documents stored in a third party system	
FREQ-40.10	Document Production	The system shall be able to generate documents with multiple predetermined senders	e.g. from the DART team, local office
FREQ-40.11	Document Production	The system shall record the user generating and/or issuing the document	
FREQ-40.12	Document Production	The system shall record the date and time a document is generated and/or issued	

ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ- 40.13	Reporting - Document Production	The system shall report on the volumes of each template issued within a given time period	

Document Management Service

ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ- 50.1	Document Management	The system shall be able to automatically store documents in the casefiles within our EDRMS	Currently Wisdom
FREQ- 50.2	Document Management	The system shall allow documents stored within the EDRMS to be accessed from within the CMS	
FREQ- 50.3	Document Management	The system shall store any e-mails generated, issued and received via the CMS	
FREQ- 50.4	Document Management	The system shall record details of documents issued including: <ul style="list-style-type: none"> - The name of the document - Brief description (editable) - The recipient(s) - The date/time issued - The sender 	
FREQ- 50.5	Document Management	The system shall display all documents issued on a case	

ISCIS Online Integration Service

ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ - 80.1	ISCIS Online Integration Services	The system shall have the capability to integrate with ISCIS Online	
FREQ - 80.2	ISCIS Online Integration Services	The system shall have the capability to integrate with Electronic Individual Insolvency Register (EIIR) web application	
FREQ - 80.3	ISCIS Online Integration Services	The system shall have the capability to integrate with Electronic Individual Insolvency Register (EIIR) Subscription Portal	
FREQ - 80.4	ISCIS Online Integration Services	The system shall have the capability to integrate with Investigation Outcome web application	
FREQ - 80.5	ISCIS Online Integration Services	The system shall have the ability to generate a script for ISCIS Online	

FREQ - 80.6	ISCIS Online Integration Services	The system shall have the ability to generate a script for Director Conduct Reporting Service (DCRS) web application	
FREQ - 80.7	ISCIS Online Integration Services	The system shall have the ability to generate a script for Electronic Individual Insolvency Register (EIIR) web application	
FREQ - 80.8	ISCIS Online Integration Services	The system shall have the ability to generate a script for Electronic Individual Insolvency Register (EIIR) subscription Portal	
FREQ - 80.9	ISCIS Online Integration Services	The system shall have the ability to generate a script for Investigation Outcome web application	
FREQ - 80.10	ISCIS Online Integration Services	The system shall have the capability to update ISCIS Online with the generated script	
FREQ - 80.11	ISCIS Online Integration Services	The system shall have the capability to output the generated script for manual upload into Director Conduct Reporting Service (DCRS)	The generated script for Director Conduct Reporting Service (DCRS) will be manually uploaded via an import routine
FREQ - 80.12	ISCIS Online Integration Services	The system shall have the capability to update Electronic Individual Insolvency Register (EIIR) web application with the generated script	
FREQ - 80.13	ISCIS Online Integration Services	The system shall have the capability to update Electronic Individual Insolvency Register (EIIR) subscription Portal with the generated script	
FREQ - 80.14	ISCIS Online Integration Services	The system shall have the capability to update Investigation Outcome web application with the generated script	
ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ - 80.15	Reporting - ISCIS Online Integration Services	The system shall have the ability to produce report on the file (script) it generates for ISCIS Online	Script generation
FREQ - 80.16	Reporting - ISCIS Online Integration Services	The system shall have the ability to produce report on the file (script) it generates for Director Conduct Reporting Service (DCRS)	Script generation
FREQ - 80.17	Reporting - ISCIS Online Integration Services	The system shall have the ability to produce report on the file (script) it generates for Electronic Individual Insolvency Register (EIIR)	Script generation

FREQ - 80.18	Reporting - ISCIS Online Integration Services	The system shall have the ability to produce report on the file (script) it generates for Electronic Individual Insolvency Register (EIIR) subscription Portal	Script generation
FREQ - 80.19	Reporting - ISCIS Online Integration Services	The system shall have the ability to produce report on the file (script) it generates for Investigation Outcome	Script generation
FREQ - 80.20	Reporting - ISCIS Online Integration Services	The system shall have the ability to generate standard / automated payment reports on a daily, weekly, fortnightly, monthly, bi-annually and yearly frequency	
FREQ - 80.21	Reporting - ISCIS Online Integration Services	The system shall have the ability to accommodate creation of 'Ad-hoc' receipt reports	
FREQ - 80.22	Reporting - ISCIS Online Integration Services	The system shall ensure that produced reports are adjustable and re-creatable with inputs/outputs observable	
FREQ - 80.23	Reporting - ISCIS Online Integration Services	The system shall have a preview functionality, allowing user to preview a report before download or print	

Digital Online Services

ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ - 130.1	Digital Online Services	The system shall have the capability to integrate with Digital Online Services via Azure Service Bus	
FREQ - 130.2	Digital Online Services	The system shall have the capability to receive all the information sent by the digital online service, which has been approved by the Adjudicator	Information such as Debtor details, Assets, Creditors, previous insolvencies etc.
FREQ - 130.3	Digital Online Services	The system shall have the capability to retain / store received information from digital online services	
FREQ - 130.4	Digital Online Services	The system shall have the capability to automatically create case record once it receives the information from digital online service	

Workload Management

ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ-60.1	Workload Management	The system shall allocate cases to offices based on location	
FREQ-60.2	Workload Management	The system shall allocate cases to offices based on available resource	
FREQ-60.3	Workload Management	The system shall have the ability to transfer cases/tasks between different owning offices	
FREQ-60.4	Workload Management	The system shall be capable of bulk transferring multiple cases/tasks	
FREQ-60.5	Workload Management	The system shall be capable of recording the user/time/date of transfers/allocations	
FREQ-60.6	Workload Management	The system shall have the ability to generate tasks	
FREQ-60.7	Workload Management	The system shall have the ability to assign tasks/cases to an individual	
FREQ-60.8	Workload Management	The system shall have the capability to send notifications to users when a task/case has been assigned to them	
FREQ-60.9	Workload Management	The system shall provide the ability for a manager to reallocate tasks/cases between users	
FREQ-60.10	Workload Management	The system shall provide the ability for managers to view individual staff queues	
FREQ-60.11	Workload Management	The system shall have the ability to display individual caseloads	Both historic and current cases
FREQ-60.12	Workload Management	The system shall allow managers to view caseloads for individuals /teams / roles	Both historic and current cases
FREQ-60.13	Workload Management	The system shall have the ability to record tasks completed by individuals	For individual performance
FREQ-60.14	Workload Management	The system shall provide the ability for managers to view tasks completed by individuals/roles/teams	For performance management
FREQ-60.15	Workload Management	The system shall have the capability to view groups associated with offices	e.g. groups within teams dealing specific matters such life policies
FREQ-60.16	Workload Management	The system shall provide the ability to automatically record the manager for an individual on the assignment of the task	
FREQ-60.17	Workload Management	The system shall have the ability to generate work items in the appropriate queues from e-mail replies	

FREQ-60.18	Workload Management	The system shall validate referrals to different functions before transfer to ensure mandatory information is included	
FREQ-60.19	Workload Management	The system shall be able to allocate individual assets to a team/team member	
FREQ-60.20	Workload Management	The system shall be able to route assets to teams outside of the owning office	
FREQ-60.21	Workload Management	The system shall provide the ability to record and prompt action by review dates	
FREQ-60.22	Workload Management	The system shall be able to set reminders for individuals or team	
FREQ-60.23	Workload Management	The system shall be able to set multiple reminders for a single task/event	Set reminders for multiple individuals/teams
FREQ-60.24	Workload Management	The system shall provide the ability to inform users of upcoming/outstanding tasks allocated to them	
FREQ-60.25	Workload Management	The system shall provide the ability to inform managers of upcoming/outstanding tasks allocated to the team	
ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ-60.26	Time Recording	The system shall have the capability to record time against a case	
FREQ-60.27	Time Recording	The system shall have the ability to record non-case related activities (E.g. training, holiday, general admin etc.)	
ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ-60.28	Reporting - Tasks	The system shall be able to report on individual tasks by specific dates or periods: -In progress - Completed - Allocated	
FREQ-60.29	Reporting - Tasks	The system shall be able to report on TEAM tasks by specific dates or periods: - In Progress - Completed - Allocated	
FREQ-60.30	Reporting - Tasks	The system shall be able to report on role tasks by specific dates or periods: - In Progress - Completed - Allocated	

FREQ-60.31	Reporting - Cases	The system shall be able to report on an individual case performance by specific dates or periods: -In progress - Completed - Allocated	
FREQ-60.32	Reporting - Cases	The system shall be able to report on an Role case performance by specific dates or periods: -In progress - Completed - Allocated	
FREQ-60.33	Reporting - Cases	The system shall be able to report on a TEAM case performance by specific dates or periods: -In progress - Completed - Allocated	
FREQ-60.34	Reporting	The system shall show a dashboard showing live and historic data for Teams/Groups for performance monitoring	Managers to view a whole team and individual staff
FREQ-60.35	Reporting	The system shall show a dashboard showing live and historic data for Individuals for performance monitoring	
FREQ-60.36	Reporting	The system shall be capable of generating graphical outputs to aid performance monitoring	Such as charts, tables, diagrams

Auditing

ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
FREQ - 150.1	Auditing (Reconciliation of Systems)	The system shall have the capability to show receipt entries (all the funds we receive in our bank account)	The auditors will use receipts entries to establish the following; - Has the receipt come from a legitimate source? - Is the transaction accurate?
FREQ - 150.2	Auditing (Reconciliation of Systems)	The system shall have the capability to show payments (all the funds going out of our bank account)	The auditors will be able to if the entry request matches up to the funds that has been paid out through the system
FREQ - 150.3	Auditing (Reconciliation of Systems)	The system shall have the capability to show the various fees charged on a case	The auditors will use this information to ascertain if the fees charged by INSS is in accordance with the legislation
FREQ - 150.4	Auditing (Reconciliation of Systems)	The system shall have the capability to show the various fees paid on a case	
FREQ - 150.5	Auditing (Reconciliation of Systems)	The system shall have the ability to allow a user to demonstrate the fee recovery routine is in line with the stipulated 'Order of Priority'	This will also include the adjustment performed on a fee previously charged
FREQ - 150.6	Auditing (Reconciliation of Systems)	The system shall have the ability to allow a user to demonstrate the various approvals performed on a case	The visibility of the financial controls in place will give the auditor assurance
FREQ - 150.7	Auditing (Reconciliation of Systems)	The system shall have the capability to show individual transactions	The 'White Paper' report is a summary level of INSS accounts and this requirement ensures auditors can drill down to individual transactions that make up the 'White Paper' report
FREQ - 150.8	Auditing (Reconciliation of Systems)	The system shall have the capability to show all the funds relating to a case	
FREQ - 150.9	Auditing (Reconciliation of Systems)	The system shall have the capability to show the movement of all the funds relating to a case	The auditor will use this information to validate the values of the receipts and payments on a case

			matches up to the value in the bank statement
FREQ - 150.10	Auditing (Reconciliation of Systems)	The system shall have the ability to provide audit trails to trace transactions from their initial source all through the transaction cycle.	Ability to provide assurance for reported accounts back to transaction entry and originating information e.g. Submission from Liquidator/trustee or bank statements etc
FREQ - 150.11	Auditing (Reconciliation of Systems)	The system shall have the capability to record any change performed in the system <ul style="list-style-type: none"> • Update on a record / Case • Update on a workflow within the system 	
FREQ - 150.12	Auditing (Reconciliation of Systems)	The system shall have the ability to record actions of a user within the system, thus; <ul style="list-style-type: none"> • Data Entry • Change • Approval • Deletion 	
FREQ - 150.13	Auditing (Reconciliation of Systems)	The system shall have the capability to record the time a user accessed a specific record / case and how long they spent	
FREQ - 150.14	Auditing (Reconciliation of Systems)	The system shall have the ability to generate standard / automated or 'Ad-hoc' reports	For audit purposes
FREQ - 150.15	Auditing (Reconciliation of Systems)	The system shall have the capability to accommodate the processing, viewing and reporting on financial transactions for all INSS non case related accounts	Suspense accounts, Frequent Petitioner accounts etc
FREQ - 150.16	Auditing (Reconciliation of Systems)	The system shall be able to report on transactions to meet the requirements of the white paper - Summary of transactions in a given period (e.g a financial year), thus; <ul style="list-style-type: none"> • Receipts In • Payments Out • Balance classified into different reporting elements • Reporting classification need to be adjustable and updatable 	
FREQ - 150.17	Auditing (Reconciliation of Systems)	The system shall have the capability to produce reports showing evidence of month end / year end accounting position in relation to the accounts	

Non-Functional Requirements

ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
NFREQ - 10.1	Security	Principle of least privilege. A subject should be given only those privileges that it needs in order to complete it's task	
NFREQ - 10.2	Security	Principle of fail safe defaults. Unless a subject is given explicit access to an object, it should be denied access to that object	
NFREQ - 10.3	Security	Principle of economy of mechanism. Security mechanisms should be as simple as possible	
NFREQ - 10.4	Security	Principle of separation of principle. A system should not grant permission based upon a single condition	
NFREQ - 10.5	Security	The supplier shall ensure that data is only extracted from the INSS Dynamics' systems with INSS approval	
NFREQ - 10.6	Security	The Suppliers resources involved in delivery of the solution shall adhere to the principles in the Security Policy Framework as advised by the Insolvency Service.	
NFREQ - 10.7	Security	The supplier shall have cyber essentials accreditation	https://www.ncsc.gov.uk/cyberessentials/overview
NFREQ - 10.8	Security	The system shall to be compliant with Data Protection Act 2018 (DPA 2018)	https://www.gov.uk/data-protection
NFREQ - 10.9	Security	The supplier shall support INSS in completing and providing a Data Privacy Impact Assessment	https://ico.org.uk/media/about-the-ico/consultations/2258461/dpia-template-v04-post-comms-review-20180308.pdf
NFREQ - 10.10	Security	The supplier shall be compliant with ISO27001:2013	https://www.iso.org/standard/54534.html
NFREQ - 10.11	Security	The solution shall be compliant with ISO27018:2014	https://www.iso.org/standard/61498.html
NFREQ - 10.12	Security	The supplier shall be compliant with the NIST Cybersecurity Framework	https://www.nist.gov/cyberframework
NFREQ - 10.13	Security	The solution will be compliant with Cloud Security Principles	https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles

NFREQ - 10.15	Security	The supplier shall be compliant with the Cabinet Office's 15 good practice measures for the protection of bulk data held by digital services	https://www.ncsc.gov.uk/guidance/protecting-bulk-personal-data-main
NFREQ - 10.16	Security	The supplier shall meet the OWASP Standards	https://owasp.org/www-project-application-security-verification-standard/
ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
NFREQ - 20.1	Legal	The supplier must comply with UK General Data Protection Regulations	
NFREQ - 20.2	Legal	The supplier must comply with the The Electronic Communications Act 2000	
NFREQ - 20.3	Legal	The supplier must comply with the The Regulations of Investigatory Powers Act 2000	
NFREQ - 20.4	Legal	The supplier must comply with The Terrorism Act 2006	
NFREQ - 20.5	Legal	The supplier must comply with The Police and Criminal Evidence Act 1984	
NFREQ - 20.6	Legal	The supplier must comply with The Computer Misuse Act 1990	
NFREQ - 20.7	Legal	The supplier must comply with The Public Records Act 1958	
NFREQ - 20.8	Legal	The supplier must comply with The Official Secrets Act 1989	
NFREQ - 20.9	Legal	The supplier must comply with The Freedom of Information Act 2000	
NFREQ - 20.10	Legal	The supplier must comply with the EU Network and Information Security directive and regulations 2016	
NFREQ - 20.11	Legal	The supplier must comply with any applicable code of practice produced by ombudspersons, such as the Parliamentary and Health Services (PHSO) or Information Commissioner (ICO)	
NFREQ - 20.12	Legal	Any accounting information produced should abide by the Government Financial Reporting Manual and Insolvency legislation	https://www.gov.uk/government/publications/government-financial-reporting-manual-2020-21
ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION

NFREQ - 30.1	Performance	The supplier will ensure that any changes introduced do not negatively impact the performance of the INSS Dynamics systems	
NFREQ - 30.2	Performance	The system shall operate and respond to user action within a suitable and acceptable speed (E.g. 0.1 to 0.5 seconds response time)	
NFREQ - 30.3	Performance	The performance of the system should not be negatively impacted by increase of users or data (workload)	
ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
NFREQ - 40.1	Governance	The supplier will make available and maintain system, service, Architecture and integration documentation for INSS Dynamics systems	
NFREQ - 40.2	Governance	The supplier will submit changes via the Lead Service Provider's change management process, based on ITILv3 framework, when implementing changes to live Dynamics instances. This will ensure that changes are recorded, evaluated, authorised, prioritised, planned, tested, implemented, documented and reviewed in a controlled manner.	
NFREQ - 40.3	Governance	Supplier shall provide billing by the agreed time	
NFREQ - 40.4	Governance	The Supplier shall agree the level of engagement and frequency with Contracting Authorities within one (1) month of the Call Off Contract and/ or Lease Agreement Commencement Date	
NFREQ - 40.5	Governance	The Supplier shall continually improve the way in which the required Product Range is to be delivered throughout the duration of the contract to optimise savings and efficiencies and offer increased value for money across Government	
NFREQ - 40.6	Governance	The Supplier shall maintain open channels of communication with the Authority to resolve issues, share lessons learned and present new ways of working during the agreed review meetings	
NFREQ - 40.7	Governance	The Supplier shall conduct a yearly customer satisfaction exercise and analyse Contracting Authorities responses to ascertain satisfaction levels for the Product Range supplied.	
NFREQ - 40.8	Governance	The Supplier shall make available its Customer Satisfaction exercise results to Contracting Authorities	

ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
NFREQ - 50.1	Supplier Personnel	The Supplier shall ensure that all Supplier Personnel possess the qualifications, experience and competence appropriate to the tasks for which they are employed	
NFREQ - 50.2	Supplier Personnel	The Supplier shall ensure that all Supplier Personnel delivering the Product Range to Contracting Authorities are fully trained for the work they are undertaking and have direct access to the manufacturer's current technical manuals and support services	
NFREQ - 50.3	Supplier Personnel	The Supplier shall ensure that all Supplier Personnel adhere and comply with Contracting Authorities' safety and confidentiality requirements are met at all times	
NFREQ - 50.4	Supplier Personnel	The Supplier shall ensure that all Supplier Personnel supplying the Services shall act in a responsible and professional manner, and shall provide and maintain the Product Range with all due skill, care and diligence	
NFREQ - 50.5	Supplier Personnel	The supplier shall ensure that a Baseline Personnel Security Standard (BPSS) is undertaken for all supplier personnel and any subcontractors before any work is undertaken. The Supplier shall ensure there is sufficient time to complete any security vetting processes.	
NFREQ - 50.6	Supplier Personnel	The supplier shall ensure that a Security Check (SC) is undertaken for all supplier personnel who have access to significant amounts of INSS data before any work is undertaken. The Supplier shall ensure there is sufficient time to complete any security vetting	
NFREQ - 50.7	Supplier Personnel	The Supplier shall ensure that all Supplier Personnel have appropriate security clearance and comply with any additional security requirements specified by Contracting Authorities	
ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
NFREQ - 60.1	Environment & Sustainability	The Supplier shall comply with Government Buying Standards.	
NFREQ - 60.2	Environment &	The Supplier shall complete annual Corporate Social Responsibility (CSR) assessments	

	Sustainability		
NFREQ - 60.3	Environment & Sustainability	Devices shall meet Energy Star Rating and Article 6 of the Energy Efficiency Directive (EED) Standards.	
NFREQ - 60.4	Environment & Sustainability	The Supplier shall comply and operate to the standard ISO 14001; Eco-Management and Audit Scheme (EMAS) or a nationally recognised agreed equivalent accredited standard for the scope of the Product Range	https://www.iso.org/iso-14001-environmental-management.html
NFREQ - 60.5	Environment & Sustainability	The Supplier shall ensure that all Electric and Electronic Equipment (EEE) provided in association with the delivery of the Product Range, is compliant with Restriction of Hazardous Substances (RoHs), Regulations and WEEE Regulations, where appropriate, including Producer Compliance Scheme registration.	
NFREQ - 60.6	Environment & Sustainability	The Supplier shall work co-operatively and provide assistance to Contracting Authorities to support the Government's Agenda to meet the Greening Government Commitments (GGC), including associated reporting requirements	
NFREQ - 60.7	Environment & Sustainability	The Supplier shall be responsible for the collection and disposal of all packaging, materials and redundant or replacement spare parts in accordance with WEEE Regulations:	
ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
NFREQ - 70.1	Controls, Roles & Access Management	The system shall have the capability to create a number of roles and assign appropriate permissions to that role (E.g. Standard User, Supervisor, Administrator)	
NFREQ - 70.2	Controls, Roles & Access Management	The system shall have the capability to create a 'read only' access for third party suppliers (E.g. External Audit access, contractors etc)	
NFREQ - 70.3	Controls, Roles & Access Management	The system shall have the ability to segregate data to ensure users do not access data they are not authorised to	

NFREQ - 70.4	Controls, Roles & Access Management	The system shall have the ability to segregate data to ensure the data of all business units are adequately separated	
NFREQ - 70.5	Controls, Roles & Access Management	The system shall have functionality to detect and prevent error or fraudulent activities	
NFREQ - 70.6	Controls, Roles & Access Management	The system shall have an approval functionality, to ensure financial transactions are authorised, if required.	
NFREQ - 70.7	Controls, Roles & Access Management	The system shall have controls in place to prevent duplicate transactions and records being created	
ID	CATEGORY	REQUIREMENT	FURTHER INFORMATION
NFREQ - 80.1	SIAM	The supplier will sign up to the SIAM Collaboration Agreement for the duration of post go-live hypercare support and transition to incumbent Dynamics support provider	
NFREQ - 80.2	SIAM	The supplier will be managed as part of the SIAM EcoSystem in line with the Collaboration Agreement and work alongside all other Service Providers	
NFREQ - 80.3	SIAM	The supplier will take an active role as a Service Provider during Major Incidents, including attending technical bridge calls for the duration of post go-live hypercare support and transition to incumbent Dynamics support provider	
NFREQ - 80.4	SIAM	The supplier will adhere to the SIAM incident and problem management processes	
NFREQ - 80.5	SIAM	The supplier will submit requests for change in line with the standard ITIL process via the Lead SIAM Provider	
NFREQ - 80.6	SIAM	Further definition of process and responsibilities will take place between the supplier and the lead SIAM provider during transition to support planning and in advance of go-live	

Schedule 2: Call-Off Contract Charges

The below shown milestones and associated baseline capped T&M charges are not to exceed the total value of 5,774,383.90 pound sterling.

The milestone values are indicative and based on the scope and requirements as outlined prior to discovery phase and scope affirming sprints.

The time and cost associated with each milestone shall be developed and agreed between the parties in line with the agile methodology during the Discovery Phase (Milestone 1)

All Milestones and associated spend will be monitored, managed, reported and jointly agreed in accordance with the criteria defined in the Statement of Work.

The payment profile for the delivery of the Services relating to these high level Milestones shall be agreed under each associated Statement of Work.

Milestone	Description
1+2 *	Completion of Discovery Phase
3	Completion of Build and Test Phase includes Build and Test Increments
4	Completion of Training phase
5	Completion of Migration and go-live phase
6	Completion of post go-live hyper care support phase

*jointly agreed to merge milestone 1 and 2 from original SOR

Charge Rate Card

Role Level	Strategy and Architecture	Change and Transformation	Development and Implementation	Delivery and Operation	Skills and Quality	Relationships and Engagement
Level 1 Follow	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Level 2 Assist	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Level 3 Apply	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Level 4 Enable	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Level 5 Ensure or Advise	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Level 6 Initiate or Influence	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Level 7 Set Strategy or Inspire	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Milestone 1 Charges – Completion of Discovery Phase

Role	SFIA Level	Day rate (£)	Total days	Total (£)
Project Manager	SFIA L6	[REDACTED]	73	[REDACTED]
Lead BA (Analyst)	SFIA L6	[REDACTED]	73	[REDACTED]
Tech BA (Analyst)	SFIA L3	[REDACTED]	73	[REDACTED]
Tech BA (Analyst)	SFIA L4	[REDACTED]	73	[REDACTED]
D365 Solution Architect	SFIA L6	[REDACTED]	63	[REDACTED]
Dynamics Engineer	SFIA L4	[REDACTED]	73	[REDACTED]
Dynamics SME	SFIA L5	[REDACTED]	18	[REDACTED]
Data Migration Architect	SFIA L6	[REDACTED]	10	[REDACTED]
Test Lead	SFIA L4	[REDACTED]	10	[REDACTED]
Resource cost for SOW1 (excluding expenses and VAT)				[REDACTED]
Microsoft ECIF Funding Discount				[REDACTED]
Total Price for SOW1 (excluding expenses and VAT)				[REDACTED]

Milestone 3 - Please use this space to detail all charges and activities associated to the development and completion of Milestone 3 of the Contract					
Activity	SFIA Role Level and Resource Grade (as per Rate Card where applicable)	Named Individual/Role Title	Dis-counted Daily Rate	Input Days	Total
Ongoing management of delivery, planning, RAID logs, status reporting and project governance	Delivery and Operation, Level 6 Initiate or Influence	Project Manager	██████	417	████████████████████
Refinement of user stories for development	Change and Transformation, Level 2 Assist	Technical Business Analyst	██████	417	████████████████████
Refinement of user stories for development	Change and Transformation, Level 3 Apply	Business Analyst	██████	270	████████████████████
Low level solution design and ongoing architecture oversight	Strategy and Architecture , Level 4 Enable	Solution Architect (Azure, Integration, Security)	██████	375	████████████████████
D365 low level designs and development of systems based on user stories - D365 specialisation	Development and Implementation, Level 4 Enable	Lead D365 Engineer	██████	417	████████████████████
Development of systems based on user stories - D365 specialisation	Development and Implementation, Level 4 Enable	Senior D365 Engineer	██████	236	████████████████████
Development of systems based on user stories - D365 specialisation	Development and Implementation, Level 4 Enable	D365 Engineer	██████	326	████████████████████
Development of systems based on user stories - Azure specialisation	Development and Implementation, Level 4 Enable	Azure Engineer	██████	417	████████████████████
CI/CD Pipelines, deployment approach and environment management	Development and Implementation, Level 4 Enable	DevOps Engineer	██████	327	████████████████████

Management of the delivery team, prioritisation with Product Owners	Development and Implementation, Level 4 Enable	Scrum Master		364	2,263,920.00
Ongoing execution of unit, integration, operational acceptance testing	Development and Implementation, Level 3 Apply	QAT		398	
Ongoing execution of unit, integration, operational acceptance testing	Development and Implementation, Level 3 Apply	QAT		379	
Ongoing execution of unit and data migration testing	Development and Implementation, Level 3 Apply	QAT		197	
Test planning and co-ordination, management of SIT, UAT and OAT	Development and Implementation, Level 4 Enable	Test Manager		398	
Work with INSS Team on data migration plan and approach, definition of target data model	Strategy and Architecture, Level 4 Enable	Data Architect		281	
Data migration execution and unit testing. Working with INSS Team to identify data quality issues	Development and Implementation, Level 3 Apply	Data Engineer		379	
Data migration execution and unit testing. Working with INSS Team to identify data quality issues	Development and Implementation, Level 3 Apply	Data Engineer		247	
				Milestone 3 Total	

Milestone 4 - Please use this space to detail all charges and activities associated to the development and completion of Milestone 4 of the Contract					
Activity	SFIA Role Level and Resource Grade (as per Rate Card where applicable)	Named Individual/Role Title	Discounted Daily Rate	Input Days	Total
Work with INSS Change Manager to build out training materials and plan/approach	Change and Transformation, Level 4 Enable	Training Lead	█	191	█
Work with INSS Change Manager to deliver Train the Trainer sessions	Change and Transformation, Level 3 Apply	Trainer	█	147	█
				Milestone 4 Total	█

Milestone 5 - Please use this space to detail all charges and activities associated to the development and completion of Milestone 5 of the Contract					
Activity	SFIA Role Level and Resource Grade (as per Rate Card where applicable)	Named Individual/Role Title	Discounted Daily Rate	Input Days	Total
Ongoing management of delivery, planning, RAID logs, status reporting and project governance - migration and go-live orchestration	Delivery and Operation, Level 6 Initiate or Influence	Project Manager	█	47	█

Support training and operational handover activities including technical documentation	Change and Transformation, Level 2 Assist	Technical Business Analyst		57	
Support training and operational handover activities including solution documentation	Change Transformation, Level 3 Apply	Business Analyst		57	
Architecture oversight during pre-migration testing and cutover. Support of operational support handover	Strategy and Architecture , Level 4 Enable	Solution Architect (Azure, Integration, Security)		25	
Migration and system go-live support and defect fix	Development and Implementation, Level 4 Enable	Lead D365 Engineer		57	
Migration and system go-live support and defect fix	Development and Implementation, Level 4 Enable	Azure Engineer		57	
Migration testing and operational readiness	Development and Implementation, Level 3 Apply	QAT		57	
Refinement of migration and cutover approach, migration execution	Strategy and Architecture , Level 4 Enable	Data Architect		30	
Migration testing and execution	Development and Implementation, Level 3 Apply	Data Engineer		57	
				Milestone 5 Total	

Milestone 6 - Please use this space to detail all charges and activities associated to the development and completion of Milestone 6 of the Contract					
Activity	SFIA Role Level and Resource Grade (as per Rate Card where applicable)	Named Individual/Role Title	Discounted Daily Rate	Input Days	Total
Hypercare oversight and co-ordination. Support of triage, status reporting, lessons learned and project close	Delivery and Operation, Level 6 Initiate or Influence	Project Manager	£1,400	28	£19,600
Support triage during hypercare and any additional updates required to support documentation or process	Change Transformation, Level 3 Apply	Business Analyst	£700	28	£4,900
Support triage during hypercare and any additional updates required to Architecture documentation	Strategy and Architecture, Level 4 Enable	Solution Architect	£700	10	£4,900
Embedded within support team to assist handover and rapid triage/resolution of D365 platform issues	Development and Implementation, Level 4 Enable	D365 Engineer	£700	38	£4,900
Embedded within support team to assist handover and rapid triage/resolution of Azure platform issues	Development and Implementation, Level 4 Enable	Azure Engineer	£700	38	£4,900
Embedded within support team to assist handover and rapid triage/resolution of data issues	Development and Implementation, Level 4 Enable	Data Engineer	£700	38	£4,900
				Milestone 6 Total	£49,000

Please note, T&S will be paid in line with the Buyer's policy and subject to approval of the Buyer

Total Charge	£49,000
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Part B: Terms and conditions

1. Call-Off Contract Start date and length

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 24 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 2 periods of up to 12 months each.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to extend the contract beyond 24 months.

2. Incorporation of terms

- 2.1 The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:

- 4.1 (Warranties and representations)
- 4.2 to 4.7 (Liability)
- 4.11 to 4.12 (IR35)
- 5.4 to 5.5 (Force majeure)
- 5.8 (Continuing rights)
- 5.9 to 5.11 (Change of control)
- 5.12 (Fraud)
- 5.13 (Notice of fraud)
- 7.1 to 7.2 (Transparency)
- 8.3 (Order of precedence)
- 8.6 (Relationship)
- 8.9 to 8.11 (Entire agreement)
- 8.12 (Law and jurisdiction)
- 8.13 to 8.14 (Legislative change)
- 8.15 to 8.19 (Bribery and corruption)
- 8.20 to 8.29 (Freedom of Information Act)
- 8.30 to 8.31 (Promoting tax compliance)
- 8.32 to 8.33 (Official Secrets Act)
- 8.34 to 8.37 (Transfer and subcontracting)
- 8.40 to 8.43 (Complaints handling and resolution)
- 8.44 to 8.50 (Conflicts of interest and ethical walls)
- 8.51 to 8.53 (Publicity and branding)
- 8.54 to 8.56 (Equality and diversity)
- 8.59 to 8.60 (Data protection)

- 8.64 to 8.65 (Severability)
- 8.66 to 8.69 (Managing disputes and Mediation)
- 8.80 to 8.88 (Confidentiality)
- 8.89 to 8.90 (Waiver and cumulative remedies)
- 8.91 to 8.101 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretation
- any audit provisions from the Framework Agreement set out by the Buyer in the Order Form

2.2 The Framework Agreement provisions in clause 2.1 will be modified as follows:

- 2.2.1 a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'
- 2.2.2 a reference to 'CCS' will be a reference to 'the Buyer'
- 2.2.3 a reference to the 'Parties' and a 'Party' will be a reference to the Buyer and Supplier as Parties under this Call-Off Contract

2.2 (a) The Framework Agreement provisions in clause 8.3 will be modified as follows:
If there's any conflict or ambiguity between the clauses of this agreement, to the extent necessary, the order of precedence for resolving the conflict is:

- 2.2(a)(1) the Framework Agreement
- 2.2(a)(2) the completed Order Form
- 2.2(a)(3) the clauses of the Call-Off Contract (excluding Supplier Terms)
- 2.2(a)(4) the Statement of Work
- 2.2(a)(5) the Supplier's Terms
- 2.2(a)(6) any other document referred to in the Call-Off Contract clauses

2.3 The Parties acknowledge that they are required to complete the applicable Annexes contained in Schedule 4 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at Schedule 7 of this Call-Off Contract.

2.4 The Framework Agreement incorporated clauses will be referred to as incorporated Framework clause 'XX', where 'XX' is the Framework Agreement clause number.

2.5 When an Order Form is signed, the terms and conditions agreed in it will be incorporated into this Call-Off Contract.

3. Supply of services

3.1 The Supplier agrees to supply the G-Cloud Services and any Additional Services under the terms of the Call-Off Contract and the Supplier's Application.

3.2 The Supplier undertakes that each G-Cloud Service will meet the Buyer's acceptance criteria, as defined in the Order Form.

4. Supplier staff

4.1 The Supplier Staff must:

- 4.1.1 be appropriately experienced, qualified and trained to supply the Services
- 4.1.2 apply all due skill, care and diligence in faithfully performing those duties
- 4.1.3 obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer
- 4.1.4 respond to any enquiries about the Services as soon as reasonably possible
- 4.1.5 complete any necessary Supplier Staff vetting as specified by the Buyer
- 4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.
- 4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
- 4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.
- 4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.
- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14-digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.
- 4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

- 5.1 Both Parties agree that when entering into a Call-Off Contract they:
 - 5.1.1 have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party
 - 5.1.2 are confident that they can fulfil their obligations according to the Call-Off Contract terms
 - 5.1.3 have raised all due diligence questions before signing the Call-Off Contract
 - 5.1.4 have entered into the Call-Off Contract relying on its own due diligence

6. Business continuity and disaster recovery

- 6.1 The Supplier will have a clear business continuity and disaster recovery plan in their service descriptions.
- 6.2 The Supplier's business continuity and disaster recovery services are part of the Services **and** will be performed by the Supplier when required.
- 6.3 If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer's own plans.

7. Payment, VAT and Call-Off Contract charges

- 7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.
- 7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.
- 7.3 The Call-Off Contract Charges include all Charges for payment Processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.
- 7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.
- 7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.
- 7.6 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.
- 7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate Rate.
- 7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.
- 7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.
- 7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.

- 7.12 Due to the nature of G-Cloud Services it isn't possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer's volumes indicated in the Order Form are indicative only.

8. Recovery of sums due and right of set-off

- 8.1 If a Supplier owes money to the Buyer, the Buyer may deduct that sum from the Call-Off Contract Charges.

9. Insurance

- 9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.
- 9.2 The Supplier will ensure that:
- 9.2.1 during this Call-Off Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000
 - 9.2.2 the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit
 - 9.2.3 all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
 - 9.2.4 all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
- 9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.
- 9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:
- 9.4.1 a broker's verification of insurance
 - 9.4.2 receipts for the insurance premium
 - 9.4.3 evidence of payment of the latest premiums due
- 9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:

9.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers

9.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances

9.5.3 hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance

9.6 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.

9.7 The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.

9.8 The Supplier will be liable for the payment of any:

9.8.1 premiums, which it will pay promptly

9.8.2 excess or deductibles and will not be entitled to recover this from the Buyer

10. Confidentiality

10.1 Subject to clause 24.1 the Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under the Data Protection Legislation or under incorporated Framework Agreement clauses 8.80 to 8.88. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

11. Intellectual Property Rights

11.1 Unless otherwise specified in this Call-Off Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights (IPRs) of the other Party or its Licensors.

11.2 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use the Project Specific IPRs and any Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities.

11.3 The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer's right to publish the IPR as open source.

11.4 The Supplier must promptly inform the Buyer if it can't comply with the clause above and the Supplier must not use third-party IPRs or Background IPRs in relation to the Project Specific IPRs if it can't obtain the grant of a licence acceptable to the Buyer.

11.5 The Supplier will, on written demand, fully indemnify the Buyer and the Crown for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:

11.5.1 rights granted to the Buyer under this Call-Off Contract

11.5.2 Supplier's performance of the Services

11.5.3 use by the Buyer of the Services

11.6 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:

11.6.1 modify the relevant part of the Services without reducing its functionality or performance

11.6.2 substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer

11.6.3 buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer

11.7 Clause 11.5 will not apply if the IPR Claim is from:

11.7.2 the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract

11.7.3 other material provided by the Buyer necessary for the Services

11.8 If the Supplier does not comply with clauses 11.2 to 11.6, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

12. Protection of information

12.1 The Supplier must:

12.1.1 comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data

12.1.2 only Process the Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body

12.1.3 take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's security processes

12.2 The Supplier must fully assist with any complaint or request for Buyer Personal Data including by:

12.2.1 providing the Buyer with full details of the complaint or request

12.2.2 complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions

12.2.3 providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)

12.2.4 providing the Buyer with any information requested by the Data Subject

12.3 The Supplier must get prior written consent from the Buyer to transfer Buyer Personal Data to any other person (including any Subcontractors) for the provision of the G-Cloud Services.

13. Buyer data

13.1 The Supplier must not remove any proprietary notices in the Buyer Data.

13.2 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.

13.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.

13.4 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policies and all Buyer requirements in the Order Form.

13.5 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.

13.6 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:

13.6.1 the principles in the Security Policy Framework:

<https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy:

<https://www.gov.uk/government/publications/government-security-classifications>

13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management:

<https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Protection of Sensitive Information and Assets:

<https://www.cpni.gov.uk/protection-sensitive-information-and-assets>

13.6.3 the National Cyber Security Centre's (NCSC) information risk management guidance:

<https://www.ncsc.gov.uk/collection/risk-management-collection>

13.6.4 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint:

<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:

<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

13.6.6 buyer requirements in respect of AI ethical standards

13.7 The Buyer will specify any security requirements for this project in the Order Form.

13.8 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.

13.9 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.

13.10 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer's Data.

14. Standards and quality

14.1 The Supplier will comply with any standards in this Call-Off Contract, the Order Form and the Framework Agreement.

14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is at:

<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.

14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.

14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN Authority considers there is a risk to the PSN's security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

15. Open source

- 15.1 All software created for the Buyer must be suitable for publication as open source, unless otherwise agreed by the Buyer.
- 15.2 If software needs to be converted before publication as open source, the Supplier must also provide the converted format unless otherwise agreed by the Buyer.

16. Security

- 16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.
- 16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.
- 16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.
- 16.4 Responsibility for costs will be at the:
 - 16.4.1 Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided
 - 16.4.2 Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control
- 16.5 The Supplier will immediately notify the Buyer of any breach of security of Buyer's Confidential Information (and the Buyer of any Buyer Confidential Information breach). Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer's Confidential Information however it may be recorded.
- 16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance:
<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>
- 16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.

17. Guarantee

17.1 If this Call-Off Contract is conditional on receipt of a Guarantee that is acceptable to the Buyer, the Supplier must give the Buyer on or before the Start date:

17.1.1 an executed Guarantee in the form at Schedule 5

17.1.2 a certified copy of the passed resolution or board minutes of the guarantor approving the execution of the Guarantee

18. Ending the Call-Off Contract

18.1 The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.

18.2 The Parties agree that the:

18.2.1 Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided

18.2.2 Call-Off Contract Charges paid during the notice period is reasonable compensation and covers all the Supplier's avoidable costs or Losses

18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.

18.4 The Buyer will have the right to End this Call-Off Contract at any time with immediate effect by written notice to the Supplier if either the Supplier commits:

18.4.1 a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied

18.4.2 any fraud

18.5 A Party can End this Call-Off Contract at any time with immediate effect by written notice if:

18.5.1 the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to remedy it within 15 Working Days of being notified in writing to do so

18.5.2 an Insolvency Event of the other Party happens

18.5.3 the other Party ceases or threatens to cease to carry on the whole or any material part of its business

- 18.6 If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier must notify the Buyer and allow the Buyer 5 Working Days to pay. If the Buyer doesn't pay within 5 Working Days, the Supplier may End this Call-Off Contract by giving the length of notice in the Order Form.
- 18.7 A Party who isn't relying on a Force Majeure event will have the right to End this Call-Off Contract if clause 23.1 applies.

19. Consequences of suspension, ending and expiry

- 19.1 If a Buyer has the right to End a Call-Off Contract, it may elect to suspend this Call-Off Contract or any part of it.
- 19.2 Even if a notice has been served to End this Call-Off Contract or any part of it, the Supplier must continue to provide the Ordered G-Cloud Services until the dates set out in the notice.
- 19.3 The rights and obligations of the Parties will cease on the Expiry Date or End Date whichever applies) of this Call-Off Contract, except those continuing provisions described in clause 19.4.
- 19.4 Ending or expiry of this Call-Off Contract will not affect:
- 19.4.1 any rights, remedies or obligations accrued before its Ending or expiration
- 19.4.2 the right of either Party to recover any amount outstanding at the time of Ending or expiry
- 19.4.3 the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses
- 7 (Payment, VAT and Call-Off Contract charges)
 - 8 (Recovery of sums due and right of set-off)
 - 9 (Insurance)
 - 10 (Confidentiality)
 - 11 (Intellectual property rights)
 - 12 (Protection of information)
 - 13 (Buyer data)
 - 19 (Consequences of suspension, ending and expiry)
 - 24 (Liability); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability)
 - 8.44 to 8.50 (Conflicts of interest and ethical walls)
 - 8.89 to 8.90 (Waiver and cumulative remedies)
- 19.4.4 any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires
- 19.5 At the end of the Call-Off Contract Term, the Supplier must promptly:
- 19.5.1 return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it

19.5.2 return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer

19.5.3 stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer

19.5.4 destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law

19.5.5 work with the Buyer on any ongoing work

19.5.6 return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date

19.6 Each Party will return all of the other Party's Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.

19.7 All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

20. Notices

20.1 Any notices sent must be in writing. For the purpose of this clause, an email is accepted as being 'in writing'.

- Manner of delivery: email
- Deemed time of delivery: 9am on the first Working Day after sending
- Proof of service: Sent in an emailed letter in PDF format to the correct email address without any error message

20.2 This clause does not apply to any legal action or other method of dispute resolution which should be sent to the addresses in the Order Form (other than a dispute notice under this Call-Off Contract).

21. Exit plan

21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.

- 21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.
- 21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18 month anniversary of the Start date.
- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.
- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to extend the Term beyond 24 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:
- 21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the extension period on terms that are commercially reasonable and acceptable to the Buyer
- 21.6.2 there will be no adverse impact on service continuity
- 21.6.3 there is no vendor lock-in to the Supplier's Service at exit
- 21.6.4 it enables the Buyer to meet its obligations under the Technology Code Of Practice
- 21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.
- 21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:
- 21.8.1 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier
- 21.8.2 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer
- 21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier

21.8.4 the testing and assurance strategy for exported Buyer Data

21.8.5 if relevant, TUPE-related activity to comply with the TUPE regulations

21.8.6 any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition

22. Handover to replacement supplier

22.1 At least 10 Working Days before the Expiry Date or End Date, the Supplier must provide any:

22.1.1 data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control

22.1.2 other information reasonably requested by the Buyer

22.2 On reasonable notice at any point during the Term, the Supplier will provide any information and data about the G-Cloud Services reasonably requested by the Buyer (including information on volumes, usage, technical aspects, service performance and staffing). This will help the Buyer understand how the Services have been provided and to run a fair competition for a new supplier.

22.3 This information must be accurate and complete in all material respects and the level of detail must be sufficient to reasonably enable a third party to prepare an informed offer for replacement services and not be unfairly disadvantaged compared to the Supplier in the buying process.

23. Force majeure

23.1 If a Force Majeure event prevents a Party from performing its obligations under this Call-Off Contract for more than the number of consecutive days set out in the Order Form, the other Party may End this Call-Off Contract with immediate effect by written notice.

24. Liability

24.1 Subject to incorporated Framework Agreement clauses 4.2 to 4.7, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract (whether expressed as an indemnity or otherwise) will be set as follows:

24.1.1 Property: for all Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to Buyer Data) of the other Party, will not exceed the amount in the Order Form

24.1.2 Buyer Data: for all Defaults by the Supplier resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data, will not exceed the amount in the Order Form

24.1.3 Other Defaults: for all other Defaults by either party, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise will not exceed the amount in the Order Form.

25. Premises

25.1 If either Party uses the other Party's premises, that Party is liable for all loss or damage it causes to the premises. It is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.

25.2 The Supplier will use the Buyer's premises solely for the performance of its obligations under this Call-Off Contract.

25.3 The Supplier will vacate the Buyer's premises when the Call-Off Contract Ends or expires.

25.4 This clause does not create a tenancy or exclusive right of occupation.

25.5 While on the Buyer's premises, the Supplier will:

25.5.1 comply with any security requirements at the premises and not do anything to weaken the security of the premises

25.5.2 comply with Buyer requirements for the conduct of personnel

25.5.3 comply with any health and safety measures implemented by the Buyer

25.5.4 immediately notify the Buyer of any incident on the premises that causes any damage to Property which could cause personal injury

25.6 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.

26. Equipment

26.1 The Supplier is responsible for providing any Equipment which the Supplier requires to provide the Services.

26.2 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any loss of, or damage to, any Equipment.

26.3 When the Call-Off Contract Ends or expires, the Supplier will remove the Equipment and any other materials leaving the premises in a safe and clean condition.

27. The Contracts (Rights of Third Parties) Act 1999

- 27.1 Except as specified in clause 29.8, a person who isn't Party to this Call-Off Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This does not affect any right or remedy of any person which exists or is available otherwise.

28. Environmental requirements

- 28.1 The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.
- 28.2 The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.

29. The Employment Regulations (TUPE)

- 29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.
- 29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:
- 29.2.1 the activities they perform
 - 29.2.2 age
 - 29.2.3 start date
 - 29.2.4 place of work
 - 29.2.5 notice period
 - 29.2.6 redundancy payment entitlement
 - 29.2.7 salary, benefits and pension entitlements
 - 29.2.8 employment status
 - 29.2.9 identity of employer
 - 29.2.10 working arrangements
 - 29.2.11 outstanding liabilities
 - 29.2.12 sickness absence
 - 29.2.13 copies of all relevant employment contracts and related documents
 - 29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer
- 29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.

- 29.4 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.
- 29.5 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.
- 29.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:
- 29.6.1 its failure to comply with the provisions of this clause
- 29.6.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer
- 29.7 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.
- 29.8 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

30. Additional G-Cloud services

- 30.1 The Buyer may require the Supplier to provide Additional Services. The Buyer doesn't have to buy any Additional Services from the Supplier and can buy services that are the same as or similar to the Additional Services from any third party.
- 30.2 If reasonably requested to do so by the Buyer in the Order Form, the Supplier must provide and monitor performance of the Additional Services using an Implementation Plan.

31. Collaboration

- 31.1 If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start date.
- 31.2 In addition to any obligations under the Collaboration Agreement, the Supplier must:
- 31.2.1 work proactively and in good faith with each of the Buyer's contractors
- 31.2.2 co-operate and share information with the Buyer's contractors to enable the efficient operation of the Buyer's ICT services and G-Cloud Services

32. Variation process

- 32.1 The Buyer can request in writing a change to this Call-Off Contract if it isn't a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.
- 32.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request. This includes any changes in the Supplier's supply chain.
- 32.3 If Either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this Call-Off Contract by giving 30 days notice to the Supplier.

33. Data Protection Legislation (GDPR)

- 33.1 Pursuant to clause 2.1 and for the avoidance of doubt, clauses 8.59 and 8.60 of the Framework Agreement are incorporated into this Call-Off Contract. For reference, the appropriate GDPR templates which are required to be completed in accordance with clauses 8.59 and 8.60 are reproduced in this Call-Off Contract document at schedule 7.

Schedule 3: Collaboration agreement

SCHEDULE 3 IS NOT REQUIRED AND HAS BEEN REMOVED

Schedule 4: Alternative clauses

SCHEDULE 4 IS NOT REQUIRED AND HAS BEEN REMOVED

Schedule 5: Guarantee

SCHEDULE 5 IS NOT REQUIRED AND HAS BEEN REMOVED

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Section 2 (Services Offered) which a Buyer may request.
Admission Agreement	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
Application	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Digital Marketplace).
Audit	An audit carried out under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any).
Background IPRs	<p>For each Party, IPRs:</p> <ul style="list-style-type: none"> owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes created by the Party independently of this Call-Off Contract, or <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.</p>
Buyer	The contracting authority ordering services as set out in the Order Form.
Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
Buyer Personal Data	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.

Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	Data, Personal Data and any information, which may include (but isn't limited to) any: <ul style="list-style-type: none"> information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
Controller	Takes the meaning given in the GDPR.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.

Data Loss Event	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Framework Agreement and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	Data Protection Legislation means: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy (iii) all applicable Law about the Processing of Personal Data and privacy including if applicable legally binding guidance and codes of practice issued by the Information Commissioner
Data Subject	Takes the meaning given in the GDPR
Default	<p>Default is any:</p> <ul style="list-style-type: none"> • breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) • other Default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
Deliverable(s)	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
Digital Marketplace	The government marketplace where Services are available for Buyers to buy. (https://www.digitalmarketplace.service.gov.uk/)
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
End	Means to terminate; and Ended and Ending are construed accordingly.

Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
ESI Reference Number	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: https://www.gov.uk/guidance/check-employment-status-for-tax
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.
Force Majeure	<p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> • acts, events or omissions beyond the reasonable control of the affected Party • riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare • acts of government, local government or Regulatory Bodies • fire, flood or disaster and any failure or shortage of power or fuel • industrial dispute affecting a third party for which a substitute third party isn't reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> • any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain • any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure • the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into • any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also

	includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
Framework Agreement	The clauses of framework agreement RM1557.12 together with the Framework Schedules.
Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.
G-Cloud Services	The cloud services described in Framework Agreement Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
GDPR	General Data Protection Regulation (Regulation (EU) 2016/679)
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that 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 in a similar undertaking in the same or similar circumstances.
Government Procurement Card	The government's preferred method of purchasing and payment for low value goods or services.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.
Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.

Indicative test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information security management system	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency event	<p>Can be:</p> <ul style="list-style-type: none"> • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium
Intellectual Property Rights or IPR	<p>Intellectual Property Rights are:</p> <ul style="list-style-type: none"> • 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 names, designs, Know-How, trade secrets and other rights in Confidential Information • 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 • all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> • the supplier's own limited company • a service or a personal service company • a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
IPR claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.

IR35 assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start date.
Law	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
LED	Law Enforcement Directive (EU) 2016/680.
Loss	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 ' Losses ' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement section 6 (What you report to CCS).
Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.

Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
Personal Data	Takes the meaning given in the GDPR.
Personal Data Breach	Takes the meaning given in the GDPR.
Processing	Takes the meaning given in the GDPR.
Processor	Takes the meaning given in the GDPR.
Prohibited act	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud

Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory body or bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the employment regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement supplier	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Security management plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.

Services	The services ordered by the Buyer as set out in the Order Form.
Service data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
Service definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Section 2 (Services Offered) of the Framework Agreement.
Service description	The description of the Supplier service offering as published on the Digital Marketplace.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
Spend controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service
Start date	The Start date of this Call-Off Contract as set out in the Order Form.
Statement of Work (SOW)	The document outlining the agreed body of works to be undertaken as part of the Call-Off Contract between the Buyer and the Supplier. This may include (but is not limited to) the Statement of Requirements, the Deliverable(s), the completion dates, the charging method. Multiple SOWs can apply to one Call-Off Contract.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
Supplier	The person, firm or company identified in the Order Form.

Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
Supplier staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
Term	The term of this Call-Off Contract as set out in the Order Form.
Variation	This has the meaning given to it in clause 32 (Variation process).
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.

Schedule 7: GDPR Information

This schedule reproduces the annexes to the GDPR schedule contained within the Framework Agreement and incorporated into this Call-off Contract.

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 Buyer at its absolute discretion.

- 1.1 The contact details of the Buyer's Data Protection Officer are: **foi@insolvency.gov.uk**
- 1.2 The contact details of the Supplier's Data Protection Officer are: Lynda.Osborne@nttdata.com
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Descriptions	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller (under delegate authority from the Department of Business, Energy and Industrial Strategy) and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2-15 Framework Agreement Schedule 4 (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p>
Duration of the Processing	December 2021 – June 2024
Nature and purposes of the Processing	Design and implementation of an electronic case management system. Personal data will be processed for the purposes of development, testing, cleansing and migration.
Type of Personal Data	The new case management system will process a variety of personal and non-personal data relating to its statutory and official functions. Specific examples of 'basic' personal data would include names, addresses, dates of birth, bank information, and National Insurance numbers. It will also deal

	with criminal allegations and related investigations and court proceedings, including convictions for criminal offences. The agency's investigation and enforcement remit more generally requires it to process information – including opinions - about the conduct and / or misconduct of individuals, which may subsequently form part of the basis for both criminal and civil legal proceedings.
Categories of Data Subject	There is a potential for the new case management system to hold data in relation large numbers of individuals associated with, or linked to, current and closed cases. The number can be estimated in terms of hundreds of thousands.
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	Personal data held by the processor will be returned to the controller upon request. Any copies held by the processor will be electronically deleted.

Annex 2: Joint Controller Agreement

1. Joint Controller Status and Allocation of Responsibilities

- 1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 2 to 15 of Schedule 4 of the Framework Agreement (Where one Party is Controller and the other Party is Processor) and paragraphs 17-27 of Schedule 4 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.
- 1.2 The Parties agree that the **[delete as appropriate Supplier/Buyer]**:
 - (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the GDPR regarding the exercise by Data Subjects of their rights under the GDPR;
 - (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
 - (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the GDPR;
 - (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and
 - (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the **[Supplier's/Buyer's]** privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).
- 1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a data subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

2. Undertakings of both Parties

- 2.1 The Supplier and the Buyer each undertake that they shall:
 - (a) report to the other Party every **[enter number]** months on:

- (i) the volume of Data Subject Request (or purported Data Subject Requests) from Data Subjects (or third parties on their behalf);
 - (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
 - (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
 - (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
 - (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law, that it has received in relation to the subject matter of the Contract during that period;
- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- (e) request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
- (g) take all reasonable steps to ensure the reliability and integrity of any of its personnel who have access to the Personal Data and ensure that its personnel:
- (i) are aware of and comply with their 's duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information

- (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so;
 - (iii) have undergone adequate training in the use, care, protection and handling of Personal Data as required by the applicable Data Protection Legislation;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that the Supplier holds; and
- (i) ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event.

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

3. Data Protection Breach

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

- (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation;
- (b) all reasonable assistance, including:
 - (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;

- (ii) co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;
- (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach;
- and/or
- (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

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

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

4. Audit

4.1 The Supplier shall permit:

- (a) the Buyer, or a third-party auditor acting under the Buyer's direction, to conduct, at the Buyer's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
- (b) the Buyer, or a third-party auditor acting under the Buyer's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 GDPR by the Supplier so far as relevant to the contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Services.

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

5. Impact Assessments

5.1 The Parties shall:

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

6. ICO Guidance

- 6.1 The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant central government body. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend the contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant central government body.

7. Liabilities for Data Protection Breach

[Guidance: This clause represents a risk share, you may wish to reconsider the apportionment of liability and whether recoverability of losses are likely to be hindered by the contractual limitation of liability provisions]

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

- (a) if in the view of the Information Commissioner, the Buyer is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Buyer, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Buyer, then the Buyer shall be responsible for the payment of such Financial Penalties. In this case, the Buyer will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Buyer and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
- (b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Buyer is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the

Buyer and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or

(c) if no view as to responsibility is expressed by the Information Commissioner, then the Buyer and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any Financial Penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the procedure set out in clauses 8.66 to 8.79 of the Framework terms (Managing disputes).

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

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

(a) if the Buyer is responsible for the relevant Personal Data Breach, then the Buyer shall be responsible for the Claim Losses;

(b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and

(c) if responsibility for the relevant Personal Data Breach is unclear, then the Buyer and the Supplier shall be responsible for the Claim Losses equally.

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

8. Not used

9. Termination

9.1 If the Supplier is in material Default under any of its obligations under this Annex 2 (joint controller agreement), the Buyer shall be entitled to terminate the contract by issuing a termination notice to the Supplier in accordance with Clause 18.5 (Ending the contract).

10. Sub-Processing

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

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

11. Data Retention

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

Schedule 8: Statement of Work (SOW)

The Supplier and the Buyer will collaboratively agree Statements of Work (SOWs) to define the work undertaken within increments of the delivery schedule. This SOW will follow the template below and sits within the Order of Precedence in this Call-Off Contract as per Part B, Section 2.2(a).

SOW Details

Date of SOW:	<i>Please enter the first date (on site)</i>
SOW Reference:	<i>DOS-xxx.</i>
Buyer:	<i>Buyer Full Name</i>
Supplier:	<i>Supplier Full Name</i>
Type(s):	<i>Please enter here (Type(s) can be Adhoc, Inception, Calibration or Delivery)</i>
Phase(s) of Development:	<i>Choose an item (Phase(s) can be Discovery, Alpha, Beta or Live)</i>
Completion Date:	<i>Please enter the Completion Date</i>
Duration of SOW	<i>Please enter the number of days here</i>
Charging Method(s):	<i>Choose an item</i> <ul style="list-style-type: none"> <input type="checkbox"/> <i>Capped time and materials (CTM)</i> <input type="checkbox"/> <i>Price per story</i> <input type="checkbox"/> <i>Time and materials (T&M)</i> <input type="checkbox"/> <i>Fixed price</i> <input type="checkbox"/> <i>Other pricing method or a combination of pricing methods agreed by the Parties</i>

1. The Parties will execute a SOW for each release. Note that any ad-hoc Service requirements are to be treated as individual releases in their own right (in addition to the releases at the delivery stage); and the Parties should execute a separate SOW in respect of each.

2. The rights, obligations and details agreed by the Parties and set out in this SOW apply only in relation to the Services that are to be delivered under this SOW and

will not apply to any other SOW's executed or to be executed under this Call-Off Contract unless otherwise agreed by the Parties.

2. Key Staff

2.1 The Parties agree that the Key Staff in respect of this Project are detailed in the table below.

2.2 Table of Key Staff:

Name	Role	Details

3. Deliverables

3.1 To be added in agreement between the Buyer and Supplier

4. Call-Off Contract Charges

4.1. For each individual Statement of Work (SOW), the applicable Call-Off Contract Charges (in accordance with the charging method in the Order Form) will be calculated using all of the following:

- the agreed relevant rates for Supplier staff or facilities, which are inclusive of any applicable expenses and exclusive of VAT and which were submitted to the Buyer during the Further Competition that resulted in the award of this Call-Off Contract.
- the number of days, or pro rata for every part of a day, that Supplier staff or facilities will be actively providing the Services during the term of the SOW.

4.2 The Supplier will provide a detailed breakdown of rates based on time and materials Charges, inclusive of expenses and exclusive of VAT, with sufficient detail to enable the Buyer to verify the accuracy of the time and material Call-Off Contract Charges incurred.

The detailed breakdown for the provision of Services during the term of the SOW will include (but will not be limited to):

- a role description per Supplier Staff;
- a facilities description;
- the agreed relevant rate per day;
- any expenses charged per day, which are in line with the Buyer's expenses policy (if applicable);
- the number of days, or pro rata for every part day, they will be actively providing the Services during the term of the SOW; and
- the total cost per role/facility

The Supplier will also provide a summary which is to include:

- Total value of this SOW
- Overall Call-Off Contract value
- Remainder of value under overall Call-Off Contract Charge

Where:

Remainder of value under overall Call-Off Contract Charge = overall Call-Off Contract value - sum of total value of all SOWs invoiced

- Whether there is any risk of exceeding Overall Call-Off Contract value (and thereby requiring a Contract Change Note (CCN) to continue delivery of Services)

4.3 If a capped or fixed price has been agreed for a SOW:

- The Supplier will continue at its own cost and expense to provide the Services even where the agreed price has been exceeded; and
- The Buyer will have no obligation or liability to pay for the cost of any Services delivered relating to this order after the agreed price has been exceeded.

4.4 Risks or contingencies will be included in the Charges. The Parties agree that the following assumptions, representations, risks and contingencies will apply in relation to the Charges. [Insert full details of any assumptions, representations, risks and contingencies which the Parties are relying on in relation to the Charges - for example in fixed price, if expenses are either to be charged separate and at cost or included within the fixed price].

4.5 Any changes to the Supplier Staff (not applicable to Lot 3 Services) should be agreed with the Buyer and covered by a separate SOW where it cannot be accommodated within an existing SOW.

4.6 Multiple SOWs can operate concurrently.

4.7 The Supplier will keep accurate records of the time spent by the Supplier staff in providing the services and will provide records to the Buyer for inspection on request (not applicable to Lot 3 Services)

5. Agreement of statement of works

BY SIGNING this SOW, the Parties agree to be bound by the terms and conditions set out herein:	
For and on behalf of the Supplier:	
Name and title	

Signature and date	<u>X</u>
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For and on behalf of the departmental Buyer:	
Name and title	
Signature and date	<u>X</u>

Please note that this is the first SOW. If the value of the first SOW is lower than the overall Call-Off Contract value, and subsequent SOW(s) are required to ensure the Services are delivered, they must be raised and signed by the Buyer and the Supplier, with a copy sent to CCS for its records.

If you exceed the overall Call-Off Contract value and Supplier Staff are still required to deliver the services, then a contract change note (CCN) must be raised, explaining the reason(s) for the extension.

