

Framework Schedule 1 (Specification)

This Schedule sets out what we and our buyers want.

The Supplier must only provide the Deliverables (e.g. services) for the Lot that they have been appointed to.

For all Lots and/or Deliverables, the Supplier must help Buyers comply with any specific applicable Standards of the Buyer.

The Deliverables and any Standards set out below may be refined (to the extent permitted and set out in the Order Form) by a Buyer during a Further Competition Procedure to reflect its service requirements for entering a particular Call-Off Contract.

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1 INTRODUCTION

- 1.1 The Crown Commercial Service (the Authority) is seeking to establish a Framework Agreement for the provision of Language Services including Translation, Transcription and Ancillary Services, Spoken Telephone and Spoken and Non-Spoken Video Interpreting Services, Spoken and Non-Spoken Face to Face Interpreting Services and a Quality Assurance Service. The Framework Agreement shall comprise 6 Lots of which Lot 4 and 5 will have sub lots broken down by region.
- 1.2 The purpose of this Framework Schedule 1 (Specification) is to provide a description of the Services that the Supplier shall be required to deliver to the Buyer under each Lot.
- 1.3 This Framework Agreement shall be available to public sector organisations as set out in section VI.3 - Additional Information of the OJEU throughout the United Kingdom and overseas.
- 1.4 The requirements span a wide and diverse customer base who will require a variety of specialisms. These shall include, but are not limited to, criminal justice procedures, legal, medical and medical trauma, pharmaceutical, financial, IT, media, children, mental health, transportation, engineering, procurement, marketing, housing, benefits, immigration, defence, security, technical and government (central and local).
- 1.5 The Services required under the Lotting structure of this Framework Agreement and all Standards set out in this Specification and Appendices may be refined (to the extent permitted and set out in the Call Off Schedules) by the Buyer during a Call Off Procedure to reflect its own Service Requirements.
- 1.6 This Framework Schedule 1 describes the requirements which the Supplier must be able to provide in full upon request from the Buyer. The services described in this Schedule represent the typical requirements utilised by the customer base, however this is not exhaustive and additional services, languages and Qualifications may be added if required. Therefore the Buyer is not restricted to services described and may seek additional requirements as long as they are relevant to the broad heading of the Lot.

2 DESCRIPTION OF LOTS

2.1 Lot 1 – National Managed Service:

The provision of a Managed Service throughout the United Kingdom. This provision will enable one, some or all services to be called off which will be delivered via a Supplier awarded onto Lot 1. Suppliers must provide a tailored solution that covers advisory services, administrative support and efficient business processes through the delivery of the Buyers language service requirements.

- Spoken and Non-Spoken Translation, Transcription & Ancillary Services
- Spoken Telephone & Spoken and Non-Spoken Video Interpreting
- Spoken and Non-Spoken Face to Face Interpreting

The Supplier must be able to provide all the mandatory requirements set out in Section 3 and the services described in Appendix 1.

2.2 Lot 2 – Translation, Transcription & Ancillary Services

The provision of Translation, Transcription and Ancillary Services throughout the United Kingdom.

- **Translation:** The conversion of written documents into another language as text.
- **Transcription:** The conversion of audio or video files into a written format.
- **Ancillary Services:** Additional services which support the translation/transcription service.

Please note this Lot will not support any Non-Spoken elements such as Braille or In-vision BSL. Please refer to Lot 4 for these services.

The Supplier must be able to provide all the mandatory requirements set out in Section 3 and the services described in Appendix 2.

2.3 Lot 3 - Telephone and Spoken Video Interpreting

The provision of a Telephone Interpreting and Spoken Video Language Services throughout the United Kingdom.

This includes the provision of a consecutive and simultaneous interpreting either by telephone or video technology. The interpreter in all cases must convert the spoken language from one language to another enabling listeners and speakers to understand each other.

The Services which shall be provided under this Lot include:

- A scheduled telephone/video interpreting service for customers who prefer to book an interpreter in advance of an Assignment.
- On demand Telephone Interpreting for non-English speakers who need to use an Interpreter immediately over the telephone.
- In some instances it may be possible to provide an on demand video interpreting service but this will be agreed between the Supplier and Buyer at Call Off.

The Supplier must be able to provide all the mandatory requirements set out in Section 3 and the services described in Appendix 3.

2.4 Lots 4a to 4l - Non Spoken Language Services

The provision of Non Spoken Face to Face Interpreters, Video, Translation and Transcription services throughout the United Kingdom (see Annex 4). The Lots are as follows:

4a - North East	4b - North West
4c - Yorkshire and the Humberside	4d - East Midlands
4e - West Midlands	4f - East of England
4g – London	4h - South East
4i - South West	4j - Wales
4k – Scotland	4l - Northern Ireland

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This Lot will enable communication to take place between Deaf, Deafblind and others requiring support to access English via face to face interpretation, video technology, written translations and transcription services specific to the non-spoken community.

The Supplier must be able to provide all the mandatory requirements set out in Section 3 and the services described in Appendix 4.

2.5 Lots 5a to 5m – Regional Managed Service

The provision of a Managed Service Provision throughout the United Kingdom and Overseas broken down by region (Annex 4). This provision will enable one, some or all services to be called off which will be delivered via Supplier awarded to the specific region. Suppliers shall provide a tailored solution that covers advisory services, administrative support and efficient business processes through the delivery of the buyers language service requirements. The Lots are as follows:

5a - North East	5b - North West
5c - Yorkshire and the Humberside	5d - East Midlands
5e - West Midlands	5f - East of England
5g - London	5h - South East
5i - South West	5j - Wales
5k - Scotland	5l - Northern Ireland
5m – Overseas & UK	

The Supplier must be able to provide all the mandatory requirements set out in Section 3 and the services described in Appendix 5.

2.6 Lot 6 – Quality Assurance Services

The provision of a Quality Assurance Service for Buyers of the Framework Agreement.

This includes the provision of quality checks on the services provided by Suppliers who are awarded a place on the Framework and any Interpreters/Translators used to deliver a Call Off Contract via the Framework.

The Services delivered under this Lot include:

- Assessment of a recorded face to face booking (audio or video)
- Assessment of a live booking in person (Spoken & Non-Spoken)
- Assessment of a telephone interpretation
- Assessment of a video interpretation (Spoken & Non-Spoken)
- Assessment of Spoken/Non Spoken language Interpreter via Video Role Play
- Assessment of translated documents
- Assessment of transcriptions
- Checking that the requirements in the booking have been met by the Supplier

The Supplier awarded to the Quality Assurance Lot cannot be part of any of the other Lot to prevent conflict of interests arising.

The Supplier must be able to provide all the services described in Appendix 6.

3 MANDATORY SERVICE REQUIREMENTS (LOTS 1-5 ONLY)

- 3.1 Face to Face Services shall be available between 08:00hrs and 18:00hrs Monday to Friday of each week and on Bank Holidays and weekends. An additional out of hour's facility shall be made available between 18:00hrs and 08:00hrs.
- 3.2 Telephone and Video Interpretation shall be available 24 hours a day, 365 days a year.
- 3.3 The Supplier must have the capability to upscale their service delivery to ensure continuity of service throughout the lifetime of the Framework so that the on boarding of new Buyers does not affect the service received by existing Buyers.
- 3.4 The Supplier shall work with the Buyer to enable enhanced value for money through the reduction of procurement costs, Supplier management costs, bidding cost of the supply market and to access economies of scale relative to the size, value and status of the particular requirement.
- 3.5 The Supplier shall provide a tailored solution that covers advisory services, administration support and efficient business processes through to the delivery of the language service requirements.
- 3.6 The Supplier shall provide an end-to-end service with a seamless process to the end user, providing Language Service requirements, through its own Interpreters/Translators, contracted Interpreters/Translators and via Sub Contractors if required.
- 3.7 The Supplier shall provide supporting services such as:
- Strategy and policy advice, for example advising how savings could be made by switching delivery channels;
 - Centralised management information to provide insightful analysis to inform policy and decision making;
 - Consolidating invoicing for the provision of the entire service.
- 3.8 The Supplier shall ensure that any added value and saving benefits are embedded into the service delivery for Buyers.
- 3.9 The Supplier shall ensure that more efficient and innovative ways of working are shared with the Buyer and any added value and/or savings are passed on to the Buyer.
- 3.10 Interpreters may need to attend Government offices or venues in the UK at no cost to the Buyer or the Interpreter, for example for court purposes to verify the timings and/or content of previous conversations.
- 3.11 Interpreters/Translator shall provide subsequent witness statements as and when mandated by Legal Body(s) and/or Contracting Authority at no additional cost to the Buyer.
- 3.12 The Supplier shall ensure that the Buyer can request a United Kingdom (UK) based Interpreter who has permission to work in the UK.

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- 3.13 The Supplier must host a website clearly stating it is a provider to the Crown Commercial Service and what Lots the Supplier has been awarded to. The Website should also include contact details for the Commercial Agreement Manager of the Framework.
- 3.14 All interpreters/translators must carry an official photo ID e.g. driving license or passport, to all assignments which should be valid within 12 months.
- 3.15 All interpreters/translators must carry evidence of any declared security clearances to all assignments. The evidence must confirm the level of clearance assigned to the individual and the date it is valid to.

4 CODE OF CONDUCT (LOTS 1-5 ONLY)

- 4.1 As part of the delivery of the Framework, Suppliers must have a Code of Conduct in place which all Interpreters/Translators who will be utilised in the delivery of Services under the Framework must agree and comply with, unless registered with a Regulatory Organisation in which case the Regulatory Organisations Code of Conduct can be used. The Code of Conduct shall request the Interpreters/Translators:
- Maintain confidentiality at all times and not seek to make personal gain through information disclosed during their work.
 - Only accept assignments which they have the competence to carry out to the standard required by the Buyer.
 - Not pass on or subcontract any assignments to other individuals irrespective of their ability to deliver the requirement.
 - Act impartially and professionally in all actions related to the provision of Language Services under this Framework Agreement.
 - Not discriminate for or against parties, either directly or indirectly, on any grounds including, but not limited to race, colour, ethnic origin, age, nationality, religion, gender, sexuality, disability, or political allegiance.
 - Disclose to the Buyer any information, including criminal record, which may make them unsuitable in any particular case.
 - Disclose immediately if there is any conflict of interest due to the end user being known to the Interpreter/Translator. It will then be at the discretion of the Buyer to determine whether to proceed with the booking.
 - Disclose any business, financial, family, or other interest, whether personal or otherwise, which they might have in relation to the matter being held.
 - Not accept payment for information about the Authority or details of the Buyer's assignments or information shared as part of the assignment.

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- Not engage in any behaviour likely to discredit the Authority including, but not limited to, impairment through drugs or alcohol, sexual misconduct, violence, intimidation or abusive behaviour.
 - Highlight any areas of concern, poor practice or potential safeguarding issues they identify in the course of their duties to the Supplier, who shall bring these to the attention of the Authority.
 - Always act in accordance with the Ethical Standards of their Professional Bodies, where membership is held.
 - Always have an official photo idea available and evidence that any declared security clearances are still valid.
- 4.2 The Supplier should have a process in place to ensure that agreement to the Code of Conduct is renewed annually.
- 4.3 The Supplier must have a procedure in place to ensure a fair and transparent process is provided to any Interpreter/Translator who is accused of being in breach of the Suppliers Code of Conduct. This process must allow for:
- a fair and transparent investigation
 - where a breach has occurred a proportional outcome
 - If necessary the removal of the individual from being used on the Framework.
- Where there is a breach relating to an Interpreter/Translator that is a member of a Regulatory Body the Supplier should work collaboratively with the Body to ensure a resolution can be achieved.
- 4.4 The Supplier shall ensure that UK based British Sign Language (BSL) Interpreters, Lip speakers, Speech to Text Reporters and any Interpreters for the Deafblind are registered with either the National Register for Communication Professionals for the Deaf and Deafblind (NRCPD) or the Scottish Register of Language Professionals with the Deaf Community (SRLPDC). This is only relevant for Lots 1, 4 and 5.
- 4.5 The Supplier may be asked by the Buyer to comply with their Code of Conduct in addition at Call-Off Contract stage.

5 COMPLIANCE (LOTS 1-5 ONLY)

- 5.1 The Supplier shall provide cooperation to the Authority, Buyer and Quality Assurance Provider to enable compliance with the Framework and Call-Off Contract to be tested.
- 5.2 In the event of an Interpreters/Translators quality, ability, or integrity being compromised in any way, the Authority, Buyer or the Quality Assurance Provider shall reserve the right to require the Supplier to cease to deploy that individual on any Call-Off Contract under the Framework. Each decision shall be taken on a case by case basis and be appropriately evidenced and supported.

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- 5.3 The Supplier shall provide the Authority, Quality Assurance Provider and/or Buyer with the details of any person employed or contracted as part of the Call Off within five (5) working days. Inclusive of this request the Authority, Quality Assurance Provider and/or Buyer may request the following:
- List of qualifications including supporting evidence.
 - Confirmation of individual right to work in the UK including supporting evidence.
 - List of Security Clearances held including supporting evidence.
 - List of previous experience and supporting evidence.
 - Evidence of Continuous Professional Development (CPD).
- 5.4 The Supplier shall ensure the records of onboarded Interpreters/Translators are kept up to date to reflect the validity of their qualifications, security clearances and right to work in the UK. These records should be held in a secure manner and upon request shared with either the Authority, Buyer and/or Quality Assurance Provider within 5 working days.
- 5.5 The Supplier shall ensure that any Interpreters and/or Translators that may be used to deliver services under the Framework are informed that they may be required to undertake an assessment under the provision of Lot 6 by the Quality Assurance Provider.
- 5.6 The Supplier shall ensure that any Interpreters and/or Translators that may be used to deliver services under the Framework are informed that their records may be requested by the Authority, Buyer and Quality Assurance Provider to ensure that they meet the minimum requirements to be utilised as part of the delivery of the Framework.
- 5.7 The Supplier must work in collaboration with the Authority and/or Buyer to ensure that any outcomes from a Compliance Review are acted upon and done so in a time period determined by the Authority and/or Buyer.
- 5.8 If necessary, the Supplier must allow the Authority, Quality Assurance Provider and/or Buyer access to the Supplier's premises to undertake checks to determine the mandatory requirements set out in this specification are being met.

6 DUTY OF CARE (LOTS 1-5 ONLY)

- 6.1 Notwithstanding the requirements set out in the Schedule 5 (Corporate Social Responsibility) the Supplier must make the following provision.
- 6.2 The Supplier must ensure that the current Health and Safety legislation applies to both the physical and psychological health of Interpreters/Translators and that an organisation's Health and Safety policy is in place to cover this. Suppliers shall have a 'duty of care' to protect psychological as well as physical health and to act in a reasonable manner in the light of what is known about psychological reactions to traumatic events.
- 6.3 Suppliers must have Standard Operating Procedures in place to prevent Interpreters/Translators being unduly traumatised due to the nature of some assignments and provide appropriate aftercare e.g. access to counselling services.

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- 6.4 Suppliers will have a process which enables Interpreters/Translators to opt in/out of types of assignments which they feel uncomfortable with.
- 6.5 Upon request the Supplier must provide evidence of the policy and processes they have in place to demonstrate how they manage their Duty of Care responsibilities to either the Buyer and/ or the Authority.

7 RECRUITMENT AND APPOINTMENT OF INTERPRETERS AND TRANSLATORS (LOTS 1-5 ONLY)

- 7.1 This section describes the mandatory requirements linked to the recruitment and appointment of Interpreters/Translators that the Supplier is obligated to fulfil irrespective of whether the Interpreter/Translator is employed or contracted on a freelance basis as part of the delivery of this Framework.
- 7.2 Suppliers shall ensure that their Framework pricing allows for the full recruitment process as no allowance will be made by the Authority or Buyer for price increases due to Suppliers having to improve and/or amend their recruitment process.
- 7.3 The Supplier should maintain and actively support recruitment of new Interpreters/Translators to support the delivery of services and any subsequent Call Off Contract they bid for. The Authority and/or Buyer may request evidence of the Supplier's activity and may ask for additional processes to be included which will be determined at the Call Off stage.
- 7.4 The Supplier must have in place robust recruitment and appointment procedures that ensure the Interpreters/Translators are suitably qualified to deliver any requirements which may be required under the Lot(s) the Supplier has been awarded a place on.
- 7.5 The Supplier shall employ and or contract relevant and linguistic specific, qualified language assessors/testers/teachers to conduct the interview process as appropriate.
- 7.6 Prior to appointing any Interpreter/Translator to undertake an assignment under the Framework the Supplier shall ensure an application form is completed capturing the following:
- Evidence of experience including references to demonstrate they meet the requirements of the relevant Banding as per Annex 2.
 - Qualifications including supporting evidence to verify.
 - Current security clearances and evidence to verify.
 - Right to work and evidence to verify.
 - The Interpreters/Translators National Insurance Number (NINO) must be obtained as this will act as a unique reference.

The Supplier must validate the information provided to ensure it is accurate, including checks with relevant Regulatory Bodies/References if necessary. All of the above must be stored in a secure digital database. Upon request some or all of the above must be made available to the Authority, Buyer or Quality Assurance Provider within 5 working days in a digital format.

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- 7.7 The Supplier shall ensure that information is obtained as to whether Interpreters/Translators are suspended from duty with any other organisation, including Regulatory Bodies.
- 7.8 Where the Supplier suspends any Interpreter/Translator who is a member of a Regulatory Body they shall inform the relevant Regulatory Bodies
- 7.9 The Supplier shall provide confirmation of the number of suspensions on a quarterly basis to the Authority.
- 7.10 The Supplier shall undertake individual face-to-face selection interviews in a location that is secure and private for all potential Interpreters/Translators that are short-listed and may be recruited or appointed. Where face to face selection interviews are not practical they may be conducted via another channel i.e. telephone/video conferencing and in any event the Supplier shall ensure that adequate controls are in place to support robust procedures in the identification and verification of the Interpreter/Translator.
- 7.11 The Supplier shall test that the Interpreter/Translator can communicate clearly and effectively in both English and their chosen language or dialect (i.e. they are readily able to understand and be understood).
- 7.12 The Supplier shall ensure that Interpreters/Translators are aware and have sufficient knowledge of relevant legislative requirements to the specific industry sector or specialist area that they are working in e.g. Health and Education, working with vulnerable people and confidentiality issues.
- 7.13 The terms and conditions of the Interpreters/Translators legal relationship; full/part time employment, associate or self-employed to the Supplier shall be given to the Interpreter/Translator in full and in writing before the Supplier accepts the Interpreter/Translator for work. This agreement must set out how their information may be shared with the Quality Assurance Provider, Buyer, Authority and Regulatory Body. The terms and conditions shall also state that as part of the terms of any Call Off under the Framework the Interpreter/Translator may be subject to a Quality Assurance Check undertaken by the Quality Assurance Provider which could result in them being suspended from any assignment associated with that specific Call Off Contract.
- 7.14 The Supplier shall keep a record of any formal interview conducted with Interpreters/Translator. Information in relation to the interviews shall be held within a secure database system (refer to section 11 Data Security) and be made available to the Authority, Buyer or Quality Assurance Provider upon request within 5 working days.
- 7.15 The Supplier shall keep a secure database (refer to section 11 Data Security) which holds evidence to demonstrate that all Interpreters/Translators possess the qualifications, competencies and skills to meet the standards required by the Authority and/or Buyer as part of the delivery of a Call Off. The database should ensure that each Interpreter/Translator has their NINO recorded to act as a unique identifier. This system shall be made available to the Quality Assurance Provider and/or Authority upon request within 5 working days.

8 CRIMINAL JUSTICE SYSTEM (LOTS 1-5 ONLY)

- 8.1 This section describes the mandatory Professional Requirements for Interpreters/Translators within the Criminal Justice System.
- 8.2 A protocol on arrangements for the use of Interpreters/Translators in investigations and proceedings within the Criminal Justice system has been established between police, courts and other legal agencies. The Protocol relates to the Police and Criminal Evidence Act 1984 (PACE) and the Directive of 2010S/64/EU of the European Parliament and Council and of the Council of 20 October 2010 on the right to interpreting and translating criminal proceedings. The standardised requirement is that an Interpreter(s) working in a court, police station and/or other legal agencies should, be registered ("full" status with law option) with the National Register of Public Service Interpreters (NRPSI) or the National Registers of Communication Professionals working with Deaf and Deafblind people (NRCPD) or the Scottish Register of Language Professionals Working with the Deaf Community (SRLPDC). The Supplier shall ensure that any Interpreters provided on any Assignment to the Criminal Justice System meets this requirement.
- 8.3 If, for any assignment, it is impossible to select an Interpreter from the NRCPD/SRLPDC and/or NRPSI registers, the Supplier shall ensure that the Interpreter selected meets, as an absolute minimum, standards at least equal to those required for registration, in terms of academic qualifications and proven experience of interpreting within the Criminal Justice System and professional accountability before the assignment. Where this is the case, the Supplier shall notify the Buyer as soon as possible to seek approval to proceed.
- 8.4 If at any point this protocol in 8.2 is amended or replaced (whether by enhancement, another agreement or by alternative Government arrangements), Suppliers shall ensure that they are fully aware of the changes and they shall comply with the new arrangements once they are enforced.

9 TRAINING AND CONTINUING PROFESSIONAL DEVELOPMENT (LOTS 1-5 ONLY)

- 9.1 This section describes the mandatory training and continuous personal development (CPD) requirements that the Supplier shall be obligated to fulfil as part of the delivery of the Framework.
- 9.2 The Supplier shall be responsible for the professional development, accountability and quality of the directly employed Interpreters/Translators used to provide services to the Buyer. Where the Interpreter/Translator is not directly employed by the Supplier shall ensure that they have the correct level of professional development, training, and quality to perform the assignment allocated to them and they have access to guidance on how to improve their skills.
- 9.3 The Supplier shall provide evidence to demonstrate Interpreters/Translators have undertaken and completed foundation, accredited training and shall ensure their Interpreters/Translators are working towards the appropriate qualifications at an appropriate level as set out in Annex 1. For rare/specialist Languages as listed in Annex 3 Suppliers shall ensure that Interpreters/Translators are able to provide evidence of

having received basic translation and/or interpreter awareness (Linguistic model-based) and induction training (of a suitable and sufficient duration and content).

- 9.4 Where the Interpreter/Translator is directly employed by the Supplier any training and continuing professional development (CPD) shall be provided by and at the expense of the Supplier. The Supplier shall not pass on any costs of such training to the Interpreter/Translator.
- 9.5 The Supplier shall regularly assess and monitor the performance of individual Interpreters/Translators and address poor performance issues. The Supplier should keep a digital record of this activity which may be requested by the Authority, Quality Assurance Provider and/or Buyer.

10 SECURITY VETTING/CLEARANCES (LOTS 1-5 ONLY)

- 10.1 This section describes mandatory requirements for Security Vetting/Clearances the Supplier shall be obligated to fulfil as part of the delivery of the Framework.
- 10.2 The Supplier shall ensure that all staff, whether employed or contracted including Interpreters/Translators and sub-contractors are security cleared to the appropriate level as specified by the Buyer, prior to them undertaking work on this Framework.
- 10.3 As a minimum, for all Central Government Departments and members of the Armed Forces, a Baseline Personnel Security Standard (BPSS) or an equivalent of BPSS of all Supplier Personnel, all Interpreters/Translators and all approved subcontractors must be undertaken by the Supplier in accordance with [HMG Baseline Personnel Security Standard](#). It will be the responsibility of the Supplier to ensure that this minimum standard is met throughout the duration of the Framework or Call-Off Contract, whichever lasts longer.
- 10.4 The Suppliers may be required to comply with [List X](#) security requirements if requested by the Buyer at Call-Off Contract stage.
- 10.5 The Supplier's staff and or contracted Interpreters/Translators may be required to sign the Official Secrets Act 1911-1989 and/or a Buyer's confidentiality agreement if requested at the Call-Off Contract stage.
- 10.6 All employees of the Supplier and Interpreters/Translators contracted to undertake assignments to deliver the Buyers requirements must comply with the Buyers vetting procedures as outlined within the Call-Off Contract. These may include, but are not limited to, the additional vetting as follows:
- Baseline Personnel Security Standard (**Tier 1**)
 - Disclosure Barring Service Check (DBS) including an enhanced version of this check (**Tier 1**)
 - Disclosure Scotland (**Tier 1**)
 - Access Northern Ireland (**Tier 1**)
 - Counter Terrorism Check (CTC) (**Tier 2**)

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- Security Check (SC) including an enhanced version of this check. **(Tier 2)**
 - Developed Vetting (DV) **(Tier 2)**
- 10.7 The Authority and Buyer accepts no liability for costs incurred in the process of administering such disclosure certification, including those listed under section 10.6 and should be included within the Framework pricing.
- 10.8 The Supplier shall comply with the relevant guidance for any vetting including any requirements agreed by the Buyer at the Call Off stage which may include the administration of managing the clearances.
- 10.9 Where a Supplier must utilise an Interpreter/Translator of a higher clearance than stipulated at the point of booking, the Supplier must not pass any additional costs to the Buyer.
- 10.10 The Supplier must maintain accurate records in a secure manner (see paragraph 11 Data Security) to evidence compliance with the security requirements and/or any additional requirements set out by the Buyer at the Call-Off Contract stage. These must be provided to the Authority, Quality Assurance Provider and/or Buyer upon request within 5 working days.
- 10.11 Security of Suppliers' premises will be reviewed on an annual basis to ensure appropriate security levels are in place to reduce the risk to the Buyer and their assets.
- 10.12 The Supplier may be required to implement physical, technical, personnel and procedural security controls as part of a layered or defence in depth approach to security that effectively balances prevention, detection, protection and response. The Buyer will stipulate their precise requirements at the Call-Off Contract stage.
- 10.13 The Supplier shall ensure that a robust Security Incident/Breach procedure is in place for their premises and the Buyer informed immediately of any compromise to the Supplier and/or Buyers' assets.

11 DATA SECURITY (LOTS 1-5 ONLY)

- 11.1 This section describes the Data Security requirements that the Supplier shall be obligated to fulfil as part of the delivery of Framework.
- 11.2 The Supplier must comply and remain compliant with the [HMG Security Policy Framework \(SPF\)](#) due to the sensitive nature of some of the information contained as part of the delivery of the Framework and subsequent Call Offs.
- 11.3 The Supplier must ensure that the appropriate level of data security is implemented in the provision of the Services to maintain acceptable risk levels for the handling of data securely as defined by the Buyer at Call Off stage.
- 11.4 The Supplier may be asked to provide services for Secret and Top Secret content (for more information see [here](#)), as such Supplier(s) may be asked to meet the following criteria:

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- Provide secure authentication using unique credentials, mandates a session time-out or lockout period for periods of inactivity requiring authentication.
 - Restrict the use of copy and paste functionality to prevent leakage from outside of the tools local environment.
 - Restrict the use of print screen functionality.
 - Prevent data from being downloaded to a local environment in an uncontrolled or un-encrypted (plain text) manner which may lead to data loss, leakage or uncontrolled data retention within the local environment.
 - Secure file/data encryption while in transit and at rest.
 - Provide an automated access denial mechanism to the raw data and the final product once completed. Where possible all records of raw data, communications, final output and hand written notes must be deleted. The Provider must have all relevant processes, controls and audit trails to demonstrate that this is fully undertaken.
 - Provide secure access that restricts the ability for anyone to download the whole memory onto their local environment for local analysis.
- 11.5 Interpreters/Translators shall not keep notes of the assignment electronically. Any paper notes made by the Interpreter shall be cross shredded and securely disposed of in a manner that complies at least with HMG Standard No.5 (IS5) or its equivalent.
- 11.6 The Supplier, any Subcontractors, Interpreters/Translators and systems utilised to deliver services under the Framework must maintain data in line with the requirements set out in Joint Schedule 11 (Data Processing). Suppliers must also ensure that any changes/replacements to these laws are enacted according to the requirements set out by HMG.
- 11.7 All directly employed staff must receive training on GDPR and the Data Protection Act and evidence of this training must be maintained for the duration of the Framework Agreement and/or Call Off. This may be requested by the Authority, Quality Assurance Provider and/or Buyer and must be supplied within 5 working days.

12 BOOKING PROCESS (LOTS 1-5 ONLY)

- 12.1 This section describes the mandatory Booking process requirements that the Supplier shall be obligated to fulfil as part of the delivery of the Framework.
- 12.2 The Supplier must provide appropriate training to each Buyer placing a Call Off Contract free of charge. This training shall cover all procedures relating to the Call Off Contract ensuring people are conversant with the booking process and how to use the appropriate booking forms/portal. The creation and information captured as part of the booking template should be done in agreement with the Buyer.
- 12.3 The Supplier shall enable an Interpreter/Translator to be booked via a single point of contact which the Buyer can access 24 hours a day 365 days a year.
- 12.4 The Supplier shall provide the Buyer with a single point of contact for this service including a unique Freephone number. The Suppliers telephone service shall require a dedicated

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non premium rate and/or a 01, 02, 03 prefix, no call connection charge, telephone number which must be accessible from UK landlines, mobile telephones and overseas, via a UK dialling code and be able to accept calls from outside the UK.

- 12.5 The Supplier must have a procedure for identifying languages in those instances where the Buyer staff have been unable to do so.
- 12.6 The Supplier shall provide a booking system which allows the Buyer's staff to place orders via each of the following methods:
- Telephone
 - E-mail
 - Secure on-line portal / web based order form
 - Purchase to Pay
 - Facsimile
- 12.7 The Supplier should have secure processes in place which enable the transfer of documentation from the Buyer to the Supplier 24 hours a day, 365 days a year. For instance the submission of documentation for translation assignments. Where this process is digitally enabled it should meet the requirements set out in section 11 - Data Security.
- 12.8 Where a web based or other innovative technology based booking solution is offered this should employ an appropriate level of encryption (as agreed with the Buyer and in accordance with HMG standards) to prevent interception of data contained within the booking process. Buyers may require an increased level of encryption details of which shall be established at Call-Off Contract stage.
- 12.9 The Supplier shall provide a Freephone helpdesk facility to provide advice and support on booking, invoicing, performance issues, general enquiries, Interpreter/Translator status and any other day to day enquiries.
- 12.10 The required level of qualifications, skills, competence, experience, registration (where appropriate) and security vetting/clearance (as per section 10 - Security Vetting/Clearance) may vary from assignment to assignment. The Buyer shall specify the minimum standards required at the Call-Off Contract stage and subsequent bookings as part of the delivery of the contract.
- 12.11 The Supplier shall request the following additional information to share with the Interpreter:
- Is this an initial meeting/appointment or follow up?
 - Is it regular or a stand-alone meeting/appointment?
 - How many attendees, both deaf and hearing?
 - Are there any additional needs?
 - Are there papers being referred to that can be shared in advance with the interpreter?
 - Has the booking client worked with interpreters before?
- 12.12 The Supplier shall identify an appropriately qualified and experienced Interpreter who matches the Buyer's requirements (including security clearance / vetting requirements)

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ensuring the Interpreter's availability to attend at the specified location, date and time requested by the Buyer.

- 12.13 For Non-Spoken bookings the Supplier shall ensure that were a Trainee is requested for an assignment by a Buyer that they are selected in accordance with the NRCPD and or SRLPDC code of conduct i.e. recognising and working within the limits of their competence and undertaking those assignments for which they have the appropriate qualifications, competence, and experience.
- 12.14 The Supplier must ensure they have the capacity to provide reasonable requests for Interpreters/Translators of specific gender, religion, religious origins, cultural background and who reflect awareness and understanding of the environment and circumstances in which the Language Services are required.
- 12.15 Suppliers shall be aware that the Buyer will have full discretion on whether certain Interpreters/Translators are used on certain assignments or at all as part of the delivery of the Call-Off Contract.
- 12.16 The Supplier must be able to provide two or more Interpreters where assignments are over a certain length and/or complexity when requested by the Buyer. When more than one Interpreters is necessary this should be made clear to the Buyer, including the rationale.
- 12.17 The Supplier shall be aware that urgent requirements may arise for an Interpreter/Translator to be available at a specified location at short notice, for example within half an hour, which shall be specified by the Buyer at the time of booking.
- 12.18 The Supplier must confirm if the booking can be fulfilled in the following time frames:
- ≥ 7 days' notice = Confirmation no later than 3 days prior to the assignment.
 - 6-3 days' notice = Confirmation no later than 1 day prior to the assignment.
 - ≤ 2 days' notice = Confirmation as soon as possible.

As part of the confirmation the Supplier must provide the following:

- The full name of Interpreter/Translator
 - A clear up to date photograph, which is of passport quality.
 - The current level of Government Security Clearance of the Interpreter/Translator
 - The language(s) in which the Interpreter/Translator has been assessed as competent to work.
- 12.19 There may be occasions where the Buyer requires more notice/booking information and this may be varied at the Call-Off Contract stage.
- 12.20 Where 3 or more days' notice for a face to face booking has been provided but the Supplier cannot confirm fulfilment within the specified time as set out in 12.18 it will be at the Buyer's discretion whether to allow the Supplier more time to fulfil the booking or to rearrange/cancel at no cost to the Buyer.

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- 12.21 In the event that there is a change of Interpreter/Translator the Supplier must notify the Buyer immediately, providing an explanation and confirming all of the details set out in 12.18 for the replacement Interpreter/Translator. It is at the discretion of the Buyer whether to accept any change and if deemed unacceptable the Buyer may cancel the booking at no cost.
- 12.22 Where the Supplier cannot fulfil the specific qualifications, clearance or experience the Supplier shall notify the Buyer immediately and provide an alternative solution. It will then be at the discretion of the Buyer to accept or decline the alternative solution and only upon agreement with the Buyer should any assignment be completed by an Interpreter/Translator that does not meet the stated requirements.
- 12.23 The Supplier shall, where appropriate, provide sufficient information on the nature of the assignment and the Buyer's requirements to enable the Interpreter/Translator to confirm their ability to fulfil the requirement. Such information may include, but is not limited to, the following:
- Name of the Buyer
 - Location of the appointment
 - Duration of appointment
 - Type of appointment (medical/criminal Justice/government etc.)
 - Name of the End User
 - Language Requirement
 - Security Clearance Requirement
 - Experience Requirement
 - Qualification needed
 - Any additional services needed or information such as that obtained from asking the questions under 12.11.
- 12.24 The Supplier must share booking information with the Quality Assurance Provider as necessary to undertake any assessments under Lot 6. The Supplier will work in a collaborative manner to ensure this information is shared within 5 working days so as to not impact on the Quality Assurance Providers ability to undertake their tasks.

13 CANCELLATIONS (LOTS 1-5 ONLY)

- 13.1 This section describes the mandatory requirement in relation to the cancellation process that the Supplier must fulfil as part of the delivery of Language Services.
- 13.2 The Supplier shall accept cancellations or variations to booking requests in all agreed formats as per 12.6, from the Buyer and not from any other party, for example patients, suspects or clients.
- 13.3 The Supplier shall be able to receive and act upon cancellations 24 hours a day 365 days a year.
- 13.4 In instances where the Buyer's client, for example patient, suspect or customer, fails to attend their appointment at the time and place agreed and the Interpreter has attended the Supplier may charge the full amount of time for the booking indicated on the booking

request form and any travel expenses already incurred by the Interpreter unless they were already within the local area because of another assignment.

- 13.5 In the event that the scheduled booking is delayed due to the Buyer's booking, for example surgery, clinic, trial running over or the suspect, patient, carer arriving late, the Supplier may charge the full amount of time for the booking indicated on the booking request form including any additional waiting time.
- 13.6 Where a short notice cancellation or delay has occurred as per 13.4 and 13.5 the Supplier must provide evidence this has occurred. This will be outlined by the Buyer in the Call Off contract.

14 CANCELLATION BY BUYER – TELEPHONE INTERPRETING, NON SPOKEN AND SPOKEN VIDEO LANGUAGE SERVICES AND SPOKEN FACE TO FACE INTERPRETING SERVICES (LOTS 1-5 ONLY)

- 14.1 The Supplier will not charge for remote interpreting assignments where 24 hours' notice has been given prior to the booked assignment time (as indicated on the booking request form), is given by the Buyer.
- 14.2 Where 24 hours' notice is not given the Supplier may charge half the amount of time indicated on the booking request form. There will be no allowance for travel expenses given the remote nature of the service delivery.
- 14.3 For Face to Face Interpretation, the Interpreter may also claim any travel costs which have already been incurred prior to the cancellation. This will only be permissible if receipts can be provided and evidence that they were not in the local area for another booking (i.e. another booking was due to take place after the cancelled appointment).
- 14.4 The Supplier must provide evidence of any travel expenses to the Buyer in the agreed format set out in the Call-Off Contract.

15 CANCELLATION BY BUYER – TRANSLATION, TRANSCRIPTION AND ANCILLARY SERVICES (LOTS 1-5 ONLY)

- 15.1 The Supplier will not charge for any cancellations of Translation, Transcription or Ancillary Services unless evidence can be provided that the assignment has already been started. If this can be evidenced by the Supplier then they can charge for the value of the assignment.

16 CANCELLATION BY BUYER – NON SPOKEN FACE TO FACE ONLY (LOTS 1-5 ONLY)

- 16.1 Where a booking has been confirmed by the Supplier cancellation by the Buyer will be a full charge up to 5 working days before the Assignment (as indicated on the booking request form) and 50% of the fee if cancelled between 5 – 10 working days. The interpreter may also claim any travel costs which have already been incurred prior to the cancellation. This will only be permissible if receipts can be provided and evidence that

they were not in the local area for another booking (i.e. another booking was due to take place after the cancelled appointment).

- 16.2 The Supplier must provide evidence of any travel expenses to the Buyer in the agreed format set out in the Call-Off Contract.

17 CANCELLATION BY THE INTERPRETER/TRANSLATOR AND/OR SUPPLIER – ALL LOTS (LOTS 1-5 ONLY)

- 17.1 The Supplier shall be liable for any costs and losses that are incurred as a direct consequence of an Interpreters/Translators failure to attend the assignment at the specified location and at the specified time (for example but not limited to, Court or medical costs). The Buyer shall specify the calculation for such costs at the Call Off Contract stage.
- 17.2 In exceptional circumstances the Buyer may vary the terms of cancellation with the agreement of the Supplier.

18 PAYMENT AND INVOICING (LOTS 1-5 ONLY)

- 18.1 Notwithstanding the requirements set out in Framework Schedule 6, this section describes the additional mandatory payment and invoicing requirements that the Supplier must fulfil as part of the delivery of the Language Services.
- 18.2 The Buyer shall specify which payment option(s) they will require at the Call-Off Contract stage. The Supplier shall have the ability to support payment options, with no additional charge, as directed by the Buyer to include, but not limited to:
- Electronic Procurement Cards (EPCs)
 - Billing to project and or cost centre codes
 - Lodge cards
 - Consolidated invoice accounts, for example 7 or 30 days
 - Individual and or single bill back (for example not consolidated)
 - Manual invoicing
 - Invoicing to different levels of detail
- 18.3 Where requested by the Buyer, the Supplier shall interface with the Buyers e-Commerce purchase system.
- 18.4 Where the Buyer does not require a full e-Commerce system, the Supplier shall provide an alternative solution that will be specified by the Buyer at the Call Off Contract stage.
- 18.5 The Supplier shall comply with Buyer's requirements in respect of authorisation, invoicing and payment processes and procedures specified by individual Buyer.
- 18.6 Under the direction of the Buyer, the Supplier shall be required to assist in the promotion of process efficiencies.

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- 18.7 Invoices shall be created in line with the Buyer's requirements but at a minimum they must contain itemised charges for service provided and rates applied.

19 TRAVEL COSTS (LOTS 1-5 ONLY)

- 19.1 This section describes the mandatory requirements in relation to travel that the Supplier must fulfil as part of the delivery of the Framework.
- 19.2 Interpreters/Translators within a 5 mile radius to the Assignment should be used primarily, and travel and travel-related costs shall be subsumed within the minimum charge determined by the type of rate chosen by the Buyer e.g. one hour for Spoken Face to Face interpretation and two hours Non Spoken Face to Face interpretation. Where an Interpreter and/or Translator must be used from outside of the 5 mile radius travel time and travel costs may be allowable.
- 19.3 The Buyer shall specify requirements, policies and arrangements for travel costs, travel-related costs, travel time and subsistence at the Call-Off Contract stage.
- 19.4 The Supplier must have the capability to administer, manage and control payments to the Interpreter/Translator in relation to travel and travel-related costs if requested by the Buyer. Where agreed, the Supplier shall ensure any travel and/or payments relating to travel are made in accordance with Buyer's Travel which may include advanced booked tickets for economic purposes.
- 19.5 The Buyer shall provide a copy of their current policies and arrangements for travel costs, travel-related costs, travel time and subsistence to the Supplier upon request at the Call-Off Contract stage.
- 19.6 The Supplier shall support the Government's Agenda for Sustainability, for example including, but not limited to, minimising travel and encouraging travel by public transport.
- 19.7 Where payment for travelling time has been agreed with the Buyer the Interpreter may claim no more than 50% of their hourly rate for each hour they spend traveling, and will only be allowable for the actual time spent travelling. The point of origin of the journey being the Interpreters/Translators home or current location whichever is the closest to the place of the assignment. For example, if the hourly rate was £40.00 then the Interpreter may claim a maximum of £20.00 for per hour for travel.
- 19.8 Where a Supplier has branches throughout the country the work shall be performed by the branch nearest to the location of the assignment.
- 19.9 Travel, travel related costs for Lot 6 services are included in the unit price and may not be claimed again.

20 SERVICE STANDARDS (LOTS 1-5 ONLY)

- 20.1 This section describes the mandatory standards that the Supplier shall be obligated to comply with as part of the delivery of the Framework.

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20.2 The Supplier shall at all times during the Framework Period and the term of any Call Off Contract(s), comply with the Standards and must be certificated in the following Standards by the end of the first Framework contract year:

a) Service Management Standards

- ISO 9001:2015 - Certified
- ISO 22301:2012/2019 - Certified

b) Information Security Management Standards

- ISO 27001:2013/2017 - Certified

20.3 The Buyer may ask for additional Standards which will be specified at Call Off Contract stage

20.4 The Authority and Buyer shall not be liable for any costs of implementing these Standards and the full cost of implementation shall be borne by the Supplier.

21 MANAGEMENT INFORMATION (LOTS 1-5 ONLY)

21.1 Notwithstanding the requirements set out in Framework Schedule 5 (Management Charges and Information), this section describes the additional mandatory Management Information, monitoring and data reporting requirements that the Supplier must fulfil as part of the delivery of the Framework. Suppliers should read this information in conjunction with Framework Schedule 5 (Management Charges and Information).

21.2 The Authority and/or Buyer may request data and reports on an ad hoc basis to assist with Parliamentary Questions (PQs). The Supplier shall within one working day of request by the Authority and/or Buyer provide the required data or information.

21.3 The Supplier shall provide the Authority with data in relation to the number of complaints received on a quarterly basis. This data must inform the Authority about the total volume of complaints, the volume upheld, the volume which were considered founded, the volume by service delivery and volume by Band.

21.4 The Supplier shall provide the Authority and/or Buyer with analysis of market intelligence not limited to language usage, emerging and future patterns of demand, geographical spread, trends and potential gaps on an annual basis.

21.5 The Supplier must be able to measure the change in Buyer behaviour across various services. For example a methodology to measure a change in usage from face to face interpretation to remote interpreting options.

21.6 The Supplier shall provide the Authority on a quarterly basis, management information about, but not limited to, the volume of bookings, the volume of cancellations, unfulfilled bookings and completed bookings.

21.7 Annually the Supplier must provide information about the number of interpreters/translators they have available, their qualifications, associated banding and clearances to the Authority.

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- 21.8 The Supplier shall provide the Authority with updates on, but not limited to, the following: number of Interpreters and Translators it has available, a breakdown by Band (see Annex 2), age groups and how many new entrants there have been on an annual basis.
- 21.9 The Supplier shall produce and provide to the Authority and/or the Buyer any requested tailored/non-standard Management Information reports as may be reasonably requested by the Authority or Buyer from time to time which shall be provided free of charge, for example Gain share/Equality and Diversity Monitoring.
- 21.10 The content of statistical information, timing and format of any report requested by a Buyer shall be agreed between the Supplier and the Buyer at the Call Off Contract stage.
- 21.11 The Supplier shall provide access to their live MI systems if requested by the Buyer. This process will be outlined at the Call Off stage.
- 21.12 The Supplier must provide confirmation of any new Buyers on-boarded onto the Framework within 5 working days.

22 COMPLAINTS (LOTS 1-5 ONLY)

- 22.1 Notwithstanding the requirements set in Framework Schedule 4 (Framework Management), this section describes the additional mandatory complaints procedures that the Supplier must fulfil as part of the delivery of the Framework.
- 22.2 The Supplier shall have in place robust and auditable procedures for logging, investigating, managing, escalating and resolving complaints initiated by the Authority and/or Buyer, its representatives and/or its customers, employees and contractors. The procedure should allow for the identification and tracking of individual complaints from initiation to resolution.
- 22.3 Where a complaint is made by an end user about the quality of service from the Interpreter then the Supplier should investigate this and take corrective action where necessary, including the provisions set out in 22.7. If the complaint is in respect of the service provided by the Buyer the Supplier should share the content in full with the Buyer in full within 24 hours.
- 22.4 A clearly defined complaints procedure is required which sets out timescales of the action that shall be taken and includes timescales of when matters shall be escalated.
- 22.5 The Supplier shall ensure that any complaints received directly from a Buyer who are encountering problems whilst an Assignment is being undertaken are dealt with as a matter of priority and the Supplier shall seek to minimise the disruption caused. Types of complaints that shall be supported in this way include: Interpreter/Translator not arriving at venue, Interpreter not on telephone call, required level of Interpreter/Translator not provided.
- 22.6 Complaints made by the Buyer and/or the Authority should be acknowledged by the Supplier within 24 hours of the complaint being received by the Supplier. Thereafter updates on how the Supplier is proactively working to seek a resolution of the complaint

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should be made by the Supplier to the Buyer and/or the Authority at intervals of 2 working days, until a satisfactory resolution has been agreed which is mutually acceptable to both parties. As a minimum, complaints shall be acknowledged within 24 hours, and satisfactorily resolved within 5 working days, or at time period in agreement with the Authority / Buyer.

- 22.7 Where a complaint is received and lodged against a registrant of the NRPSI, NRCPD or SRLPDC then the regulatory body must be informed. The Supplier must then work with NRPSI, NRCPD or SRLPDC to implement corrective action. Alternatively, if a complaint is lodged directly with NRPSI, NRCPD or SRLPDC then the Supplier should work in collaboration to help investigate the complaint. The Supplier shall be responsible for ensuring this process is compliant with the relevant GDPR and Data Protection Legislation.
- 22.8 The Supplier shall provide comprehensive reports on all complaints to the Buyer on a monthly basis or as agreed within the Call Off contract. These reports shall include the date of the complaint was received and resolved, complainant contact details, the nature of the complaint and actions agreed and taken to resolve the complaint. The Buyer shall define any additional requirements with the Supplier during the Call Off Contract.
- 22.9 The level and nature of complaints arising and proposed corrective action or that under way or completed shall be reviewed by the parties periodically, as appropriate according to the numbers of complaints arising, and in any event at intervals of 3 months.
- 22.10 The Supplier should have in place a process which enables all users, irrespective of their native language to make a complaint.
- 22.11 The Authority, where appropriate, will meet with the Buyer in order to discuss delivery performance and address any concerns that may exist around the provision of services.

23 WHISTLEBLOWING (LOTS 1-5 ONLY)

- 23.1 The Supplier shall ensure that it has a policy in place that enables employed staff and other members of your organisation to voice concerns in a responsible and effective manner, this includes where a staff member and other members of your organisation discovers information which they believe shows serious malpractice or wrongdoing within the organisation. The policy shall allow for this information to be disclosed internally without fear of reprisal, and there should be arrangements to enable this to be done independently of line management. The policy shall include:
- Details of The Public Interest Disclosure Act, which came into effect in 1999 and gives legal protection to employees against being dismissed or penalised by their employers as a result of publicly disclosing certain serious concerns.
 - Details of a prescribed person or body if an individual feels they cannot go to their employer.

24 SOCIAL VALUE (ALL LOTS)

- 24.1 The Public Services (Social Value) Act 2012 requires public authorities to have regard to economic, social and environmental wellbeing in connection with Public Services Contracts as well as allowing for national and local strategies around this area. The Supplier may be required at the Call Off Stage to identify as an optional variant the Social Value initiatives it proposes as proportionate and relevant to the Call Off Contract.

Community Benefits:

- 24.2 The Supplier shall ensure that they adopt a positive stance on delivering community benefits throughout the life of the Framework Agreement and any Call Off Contracts. These initiatives should look to improve the community you are based in but also the communities you serve and deliver to. Some examples include, but are not limited to:
- Supporting a local charity with financial contributions
 - Sponsoring a local event
 - Providing access to services for disadvantaged members of the community
 - Volunteer/engagement in local schools or community projects

The Supplier should measure the impact of any Community engagement to understand their benefit and look to continuously seek improvements over the lifetime of the agreement.

Fair and Better Working Practices:

- 24.3 The Public Sector in the United Kingdom is committed to the delivery of high quality public services, and recognises that this is critically dependent on a workforce that is well recruited, rewarded, motivated, well-led, has access to appropriate opportunities for training and skills development, are diverse and is engaged in decision making. These factors are also important for workforce recruitment and retention, and thus continuity of service.
- 24.4 Public Bodies in the United Kingdom are adopting fair work and recruitment practices, which include:
- Recruitment practices that support the local community,
 - Recruitment practices that support disadvantaged people,
 - Recruitment practices that support young people
 - Recruitment practices that are fair, transparent and enable equality throughout the process.
 - A fair and equal pay policy that includes a commitment to supporting the Living Wage, including, for example being a Living Wage Accredited Employer;
 - Clear managerial responsibility to nurture talent and help individuals fulfil their potential, including for example, a strong commitment to Modern Apprenticeships and the development of a young workforce;
 - Promoting equality of opportunity and developing a workforce which reflects the population of the United Kingdom in terms of characteristics such as age, gender, religion or belief, race, sexual orientation and disability;
 - Support for learning and development;

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- Stability of employment and hours of work, and avoiding exploitative employment practices, including for example no inappropriate use of zero hours contracts;
- Flexible working (including for example practices such as flexi-time and career breaks) and support for family friendly working and wider work life balance;
- Support progressive workforce engagement, for example Trade Union recognition and representation where possible, otherwise alternative arrangements to give staff an effective voice.

In order to ensure the highest standards of service quality in this contract the Public Bodies in the United Kingdom expect contractors to take a similarly positive approach to fair recruitment and work practices as part of a fair, equitable and rewarding package. Suppliers should have processes in place to measure the impact of their Fair Working Policies, ensuring they are reviewed and developed to improve how they are delivering benefits to those utilised in the delivery of the Framework services.

25 APPENDIX 1 – LOT 1 NATIONAL MANAGED SERVICE REQUIREMENTS

- 1.1 The Supplier shall provide a Managed Service provision throughout the United Kingdom. The National Managed Service Provision will enable the Buyer to call off one, some or all of the services as described under Appendix 1 section 1.2.
- 1.2 The services the Supplier must be able to provide include:
- Translation Services (Human and Computer Aided)
 - Transcription Services (Human and Computer Aided)
 - Ancillary Services (Supportive services)
 - Telephone Interpreting Services
 - Non Spoken Face to Face and Video Interpreting Services
 - Non Spoken Translation and Transcription Services
 - Spoken Face to Face and Video Interpretation Services
- 1.3 The Supplier should have a robust management process in place to deliver high volume requirements across the whole of the United Kingdom.

TRANSLATION, TRANSCRIPTION SERVICES AND ANCILLARY SERVICES (SPOKEN AND NON SPOKEN)

- 1.4 The Supplier shall provide a comprehensive Translation, Transcription and Ancillary service to enable the Buyer to translate, transcribe or create support materials in any language as listed in Annex 3. Please note, that where a language is not listed the service may still be provided and delivered under the rare language category.
- 1.5 The following Translation and Transcription Services must be provided:
- Advisory / guidance and instruction documents
 - Correspondence, information leaflets
 - Technical, scientific, legal, medical, financial or any other specialist category (such as Hansard)
 - Verbatim (word for word)
 - Artwork, design, illustration and typesetting
 - Proofreading
 - Computer Aid Translation/Machine Translation Software
 - Multimedia and e learning
 - Campaign collateral for example press kits
 - Website localisation
 - Software localisation
 - Audio/Video recordings to written text
 - BSL Translations (Written Text into Video)
 - BSL In-Vision Translations
 - Braille
 - Subtitles
 - EasyRead
 - Pictorial English

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- 1.6 The Supplier shall ensure that all Non-Spoken Translations and Transcriptions shall be completed in accordance with the Code of Professional Conduct of the NRCPD or SRLPDC.
- 1.7 For relevant services such as Braille, Audio Descriptions and Large Print etc. Suppliers must ensure delivery is in line with the standards set out by the [UK Association for Accessible Formats \(UKAAF\)](#).
- 1.8 The Supplier shall have secure processes in place which enables the transfer of documentation from the Buyer to the Supplier. Where this process is digitally enabled it should meet the requirements set out in section 11 - Data Security.
- 1.9 Computer Aid Translation (CAT) and Machine Translation (MT) software shall be included within this service. The Supplier shall ensure that when requested this service is offered but only where clear efficiencies and cost savings can be evidenced to the Buyer.
- 1.10 At a frequency determined at Call-Off the Supplier shall provide management information to evidence the ongoing benefits of using Machine Translation.
- 1.11 Any use of CAT/MT shall be delivered in a secure way ensuring any software is compliant with the security standards in section 11 Data Security and maintains any data in line with the Data Protection Act 2018 and the General Data Protection Act 2016.
- 1.12 Suppliers can utilise Speech to Text software as long as this is made transparent to the Buyer and data is shared, stored and managed in a compliant way as set out in section 11 - Data Security.
- 1.13 In order to provide translation and/or transcription services for Secret and Top Secret content, the Supplier(s) may be asked to meet the criteria in paragraph 11.4 of section 11 Data Security.
- 1.14 The Supplier is prohibited from using any tools/software (including CAT/MT tools) that is hosted by a third party which waives the Buyer's right to not share their data with a Third Party.
- 1.15 The Supplier agrees to save any template documents and shall not recharge for any duplicate translating throughout the life of the contract. The template will remain the property of the Buyer and will be returned at the end of the contract.
- 1.16 The Authority, Quality Assurance Provider and/or Buyer may request confirmation of how solutions are delivered and how data is shared and stored safely between the Supplier and Buyer.
- 1.17 Any documents and/or data contained within the Suppliers database which is in relation to any Services provided shall become the property of the Buyer at the end of the Call Off Contract.
- 1.18 The service shall be required at any location in the UK for example, where the Buyer requires Transcription to be carried out at the Buyer's premises for security reasons.

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- 1.19 Where overseas Translators or Transcribers are utilised then the Supplier must ensure that the necessary equivalence in terms of security clearances, qualifications, experience and CPD can be validated before being used to deliver services under the Framework.
- 1.20 The Supplier shall ensure that all translations are completed in accordance with the translation industry standard ISO 17100 and where a Machine Translation Post Edit is required ISO 18587 or equivalent.
- 1.21 The Supplier shall ensure that all translators/transcribers must translate/transcribe into their native tongue only and, where this is not possible, the translation/transcription must be revised thoroughly by someone of English native tongue with the necessary experience of the subject matter at no cost to the Buyer.

TELEPHONE INTERPRETATION SERVICES

- 1.22 The Supplier must be able to deliver an on-demand and pre-booked service.
- 1.23 For on-demand the Supplier must have the functionality to make the services of a Telephone Interpreter available within 30 seconds of receiving a call, qualified to the standards set out under Band 1 to Band 2 (See Annex 2) and in the languages listed in Annex 3. Please note, that where a language is not listed the service may still be provided and delivered under the rare language category.
- 1.24 Where the appointment is pre-booked, with a minimum of 24 hours' notice the Buyer may stipulate a higher Banding and level of clearance. For example, Band 5 with SC clearance.
- 1.25 The Supplier shall provide a consecutive interpreting service and ensure that:
 - Telephone Interpreters can convert a spoken language from one language to another, enabling listeners and speakers to understand each other.
 - Recording of Telephone conferences is available upon request.
 - Where requested by the Buyer, additional services and higher levels of security may be required and these will be further specified at the Call Off Contract stage however this may be limited where in relation to an on-demand service.
- 1.26 For overnight requirements, the Supplier shall use vetted Interpreters from overseas to ensure costs are kept to a minimum.
- 1.27 Where overseas Interpreters are utilised then the Supplier must ensure that the necessary equivalence in terms of security clearances, qualifications, experience and CPD can be validated before being used to deliver services under the Framework.
- 1.28 The Supplier shall be able to act as the conference host where the Buyer is unable to do so.
- 1.29 The Supplier shall ensure that all Interpreters must be in an appropriately secure environment when servicing calls, free from noise and with full consideration for the Buyer's data security guidelines.

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- 1.30 The Supplier shall ensure that Interpreters give their ID number on every call and name upon request.
- 1.31 The Supplier shall conduct quality checks to ensure Interpreters are performing to set standards and that the Buyer's data security policies are strictly adhered to. The Authority must be updated every 6 months with a report outlining the volume checked, the findings of the checks, corrective action taken (if any) and lessons learnt. The Buyer may also request this information at a frequency determined at Call Off stage.
- 1.32 Where recordings of telephone conferences take place, the Supplier cannot keep copies of the recordings. All electronic and hard copy versions must be handed over to the Buyer. The Supplier must ensure that all copies on the Supplier systems are deleted.
- 1.33 Suppliers shall have systems and process controls to ensure that the interpreters are unable to make and/or keep their own copies of any telephone based (conference recordings or otherwise) interpreting discussions.
- 1.34 Interpreting should be delivered in line with the guidance set out in ISO 18841:2018 or equivalent.

SPOKEN VIDEO INTERPRETATION SERVICES

- 1.35 The Supplier must be able to facilitate pre-booked video calls for the languages set out in Annex 3. Please note, that where a language is not listed the service may still be provided and delivered under the rare language category.
- 1.36 The Supplier may be requested to provide this service on demand and if possible the service will be defined at Call-Off Stage.
- 1.37 The Supplier must ensure its Video Interpreting Service is compatible with common conferencing technology for example but not limited to, Web Camera, Tablet Device, Smartphone, Video Phone and Video Conferencing kit.
- 1.38 The Supplier shall have in place a suitable platform to host video conferences and if necessary the functionality to integrate into the software platform(s) utilised by the Buyer.
- 1.39 Where the Buyer uses the Supplier's platform the Buyer should be able to request recordings of the call. Where recording of video conferences take place, the Supplier cannot keep copies of the recordings. All electronic and hard copy versions must be handed over to the Buyer. The Supplier must ensure that all copies on the Supplier systems are deleted.
- 1.40 The Supplier shall have systems and process controls to ensure that the Interpreters are unable to make and/or keep their own copies of any video based (conference recordings or otherwise) interpreting discussions.
- 1.41 For overnight requirements of Spoken Video Interpretation, the Supplier shall use vetted Interpreters from overseas to ensure costs are kept to a minimum.

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- 1.42 Where overseas Interpreters are utilised then the Supplier must ensure that the necessary equivalence in terms of security clearances, qualifications, experience and CPD can be validated before being used to deliver services under the Framework.
- 1.43 The Supplier shall be able to act as the conference host where the Buyer is unable to do so.
- 1.44 The Supplier shall ensure that all Interpreters must be in an appropriately secure environment when servicing calls, free from noise and with full consideration for the Buyer's data security guidelines.
- 1.45 The Supplier shall ensure that Interpreters always give their ID number and name upon request and wear their valid company ID badge on every call.
- 1.46 Where the Buyer requires additional services and higher levels of security these will be specified at the Call-Off Contract stage.
- 1.47 For Spoken Video Interpretation the cost of service should be in line with that within the Framework, either charged by the minute or by the hour – whichever is most economically advantageous to the Buyer. For example, if the initial booking is for 10 minutes it would be more advantageous to charge per minute but if that booking over runs as soon as the price is equivalent to or exceeds the charge per hour then this should be passed to the Buyer.
- 1.48 Interpreting shall be delivered in line with the guidance set out in ISO 18841:2018 or equivalent.

NON SPOKEN FACE TO FACE & VIDEO INTERPRETING

- 1.49 The Supplier shall provide Interpreters who allow communication to take place between Deaf and Deafblind people and others requiring support to access English in personal attendance, video conferencing technology or an alternative medium such as a translation.
- 1.50 The Services which the Supplier shall provide under this Lot include;
 - British Sign Language (BSL) Interpreters
 - Irish Sign Language (ISL) Interpreters
 - Foreign Sign Language Interpreters
 - Deafblind Interpreters: Visual Frame, Hands On or Manual
 - Deaf Relay (Intralingual language modification)
 - Lip speakers
 - Speech-to-text reporting (Palantypist)
 - Electronic and manual note takers
 - Video Relay Interpreting Services
 - Cued Speech/Makaton
- 1.51 The Supplier shall ensure that Foreign Sign Language interpreters shall comply with all mandatory requirements and meet the standards equal to those required for NRCPD/SRLPDC registration, in terms of academic qualifications and proven experience of interpreting and professional accountability before the assignment. Where this is not

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possible, the Supplier shall notify the Buyer and provide an alternative solution. It will then be the Buyer's decision to accept or decline the booking at no additional cost.

- 1.52 Where requested by the Buyer, additional services and higher levels of security may be required and these will be further specified at the Call-Off Contract stage.
- 1.53 The Supplier shall ensure that UK based Interpreters are registered with NRCPD or SRLPDC including Lip speakers, Speech to Text Reporters and any Interpreters for the Deafblind. They must also carry their NRCPD/SRLPDC ID Cards.
- 1.54 The Supplier shall work proactively and effectively to recruit Interpreters who allow communication to take place between Deaf and Deafblind people and others requiring support to access English.
- 1.55 The Supplier should be able to provide all non-spoken services to support, but not limited to, the following:
 - Interviews
 - Hearings
 - Judicial / Legal interpreting
 - Escort interpreting
 - Community interpreting
 - Medical / Health interpreting
 - Media interpreting
 - Defence interpreting
- 1.56 For complex legal interpreting Suppliers must adhere to the standards set out in ISO 20228:2019 or equivalent.
- 1.57 Interpreting should be delivered in accordance with the guidance set out in ISO 18841:2018 or equivalent.
- 1.58 The Supplier must be able to facilitate on demand and pre-booked Video Interpreters.
- 1.59 For on-demand, within 60 seconds of receiving the call, the Supplier shall have the functionality to make available the services of an Interpreter, qualified to a minimum standard specified by the Buyer which may include a minimum 3 year Registered Qualified status. The Interpreter shall provide a service in line with the Code of Conduct published with the National Registers of Communications Professionals working with Deaf and Deafblind People (NRCPD) or the Scottish Register of Language Professionals Working with the Deaf Community (SRLPDC).
- 1.60 The Supplier shall ensure its Video Interpreting Service is compatible with common conferencing technology for example but not limited to, Web Camera, Tablet Device, Smartphone, Video Phone and Video Conferencing kit.
- 1.61 The Supplier shall have in place a suitable platform to host video conferences and if necessary the functionality to integrate into the software platform(s) utilised by the Buyer.
- 1.62 Where the Buyer uses the Supplier's platform the Buyer should be able to request recordings of the call. Where recording of video conferences take place, the Supplier

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cannot keep copies of the recording. All electronic and hard copy versions must be handed over to the Buyer. The Supplier must ensure that all copies on the Supplier systems are deleted.

- 1.63 The Supplier shall have systems and process controls to ensure that the Interpreters are unable to make and/or keep their own copies of any video based (conference recordings or otherwise) interpreting discussions.
- 1.64 The Supplier shall be able to act as the conference host where the Buyer is unable to do so.
- 1.65 The Supplier shall ensure that all Interpreters must be in an appropriately secure environment when servicing calls, free from noise and with full consideration for the Buyer's data security guidelines.
- 1.66 Where the Buyer requires additional services and higher levels of security these will be specified at the Call-Off Contract stage.
- 1.67 For Non-Spoken Video Interpretation the cost of service should be in line with that within the Framework, either charged by the minute or by the hour – whichever is most economically advantageous to the Buyer. For example, if the initial booking is for 10 minutes it would be more advantageous to charge per minute but if that booking over runs as soon as the price is equivalent to or exceeds the charge per hour then this should be passed to the Buyer.

SPOKEN FACE TO FACE INTERPRETING

- 1.68 The Supplier shall provide Face-to-Face interpreting service (Simultaneous, Consecutive and Whispering) whereby the meaning of what is said in one language is transferred at the event in spoken form into a second language, by an interpreter in personal attendance. The expected language requirements are listed in Annex 3 but this is not exhaustive and Suppliers may be asked for additional languages.
- 1.69 The Supplier shall provide the following services under this Lot which shall include but not limited to;
 - Interviews
 - Hearings
 - Conference interpreting
 - Judicial / Legal interpreting
 - Escort interpreting
 - Community interpreting
 - Medical / Health interpreting
 - Media interpreting
 - Defence interpreting
- 1.70 For complex legal interpreting Suppliers must adhere to the standards set out in ISO 20228:2019 or equivalent.
- 1.71 Interpreting should be delivered in line with the guidance set out in ISO 18841:2018 or equivalent.

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- 1.72 The Supplier shall ensure that all Interpreters carry an official photo ID e.g. driving license or passport, to all assignments which should be valid within 12 months.
- 1.73 The qualifications for all services under Lot 1 can be found in Annex 1.

26 APPENDIX 2 - LOT 2 TRANSLATION, TRANSCRIPTION AND ANCILLARY SERVICES (SPOKEN LANGUAGES)

- 1.1 The Supplier shall provide a comprehensive Translation, Transcription and Ancillary service to enable the Buyer to translate, transcribe or create support materials in any language as listed in Annex 3. Please note, that where a language is not listed the service may still be provided and delivered under the rare language category.
- 1.2 The following Translation and Transcription Services must be provided:
- Advisory / guidance and instruction documents
 - Correspondence, information leaflets
 - Technical, scientific, legal, medical, financial or any other specialist category (such as Hansard)
 - Verbatim (word for word)
 - Artwork, design, illustration and typesetting
 - Proofreading
 - Computer Aid Translation/ Machine Translation Software
 - Multimedia and e learning
 - Campaign collateral for example press kits
 - Website localisation
 - Software localisation
 - Audio/Video recordings to written text
- 1.3 Suppliers can utilise Speech to Text software as long as this is made transparent to the Buyer and data is shared, stored and managed in a compliant way as set out in section 11- Data Security.
- 1.4 Computer Aid Translation (CAT) and Machine Translation (MT) software shall be included within this service. The Supplier shall ensure that where possible this service is offered but only utilised where clear efficiencies and cost savings can be evidenced to the Buyer.
- 1.5 At a frequency determined at Call-Off the Supplier shall provide management information to evidence the ongoing benefits of using Machine Translation.
- 1.6 Any use of CAT/MT shall be delivered in a secure way ensuring any software is compliant with the security standards in section 11 (Data Security) and maintains any data in line with the Data Protection Act 2018 and the General Data Protection Act 2016.
- 1.7 In order to provide translation and/or transcription services for Secret and Top Secret content, the Supplier(s) may be asked to meet the criteria in paragraph 11.4 of section 11 - Data Security.
- 1.8 The Supplier agrees to save any template documents and shall not recharge for any duplicate translating throughout the life of the contract. The template will remain the property of the Buyer and will be returned at the end of the contract.

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- 1.9 The Supplier is prohibited from using any tools/software (including CAT/MT tools) that are hosted by a third party which waives the Buyer's right to not share their data with a Third Party.
- 1.10 The Authority, Quality Assurance Provider and/or Buyer may request confirmation of how any solutions are delivered and how data is shared and stored safely between the Supplier and Buyer.
- 1.11 Any documents and/or data contained within the Suppliers database which is in relation to any Services provided shall become the property of the Buyer at the end of the Call Off Contract.
- 1.12 The service shall be required at any location in the UK, for example where the Buyer requires Transcription to be carried out at the Buyers premises for security reasons.
- 1.13 Where overseas Translators and Transcribers are utilised then the Supplier must ensure that the necessary equivalence in terms of security clearances, qualifications, experience and CPD can be validated before being used to deliver services under the Framework.
- 1.14 The Supplier shall ensure that all translations are completed in accordance with the translation industry standard ISO 17100 and where a Machine Translation Post Edit is required ISO 18587 or equivalent.
- 1.15 The Supplier shall ensure that all translators/transcribers must translate/transcribe into their native tongue only and, where this is not possible, the translation/transcription must be revised thoroughly by someone of English native tongue with the necessary experience of the subject matter at no cost to the Buyer.
- 1.16 The qualifications for all services under Lot 2 can be found in Annex 1.

27 APPENDIX 3 – LOT 3 TELEPHONE AND SPOKEN VIDEO INTERPRETATION SERVICES

- 1.1 The Supplier shall provide a comprehensive Telephone and Spoken Video Interpretation Service throughout the United Kingdom.

TELEPHONE INTERPRETATION SERVICES

- 1.2 The Supplier must be able to deliver an on-demand and pre-booked service.
- 1.3 For on-demand the Supplier must have the functionality to make the services of a Telephone Interpreter available within 30 seconds of receiving a call, qualified to the standards set out under Band 1 to Band 2 (See Annex 2) and in the languages listed in Annex 3. Please note, that where a language is not listed the service may still be provided and delivered under the rare language category.
- 1.4 Where the appointment is pre-booked, with a minimum of 24 hours' notice the Buyer may stipulate a higher Banding and level of clearance. For example, Band 5 with SC clearance.
- 1.5 The Supplier shall provide a consecutive interpreting service and ensure that:
- Telephone Interpreters can convert a spoken language from one language to another, enabling listeners and speakers to understand each other.
 - Recording of Telephone conferences is available upon request.
 - Where requested by the Buyer, additional services and higher levels of security may be required and these will be further specified at the Call-Off Contract stage however this may be limited where in relation to an on-demand service.
- 1.6 For overnight requirements, the Supplier shall use vetted Interpreters from overseas to ensure costs are kept to a minimum.
- 1.7 Where overseas Interpreters are utilised then the Supplier must ensure that the necessary equivalence in terms of security clearances, qualifications, experience and CPD can be validated before being used to deliver services under the Framework.
- 1.8 The Supplier shall be able to act as the conference host where the Buyer is unable to do so.
- 1.9 The Supplier shall ensure that all Interpreters must be in an appropriately secure environment when servicing calls, free from noise and with full consideration for the Buyer's data security guidelines.
- 1.10 The Supplier shall ensure that Interpreters always give their ID number on every call and name upon request.
- 1.11 The Supplier shall conduct quality checks to ensure Interpreters are performing to set standards and that the Buyer's data security policies are strictly adhered to. The Authority must be updated every 6 months with a report outlining the volume checked, the findings of the checks, corrective action taken (if any) and lessons learnt. The Buyer may also request this information at a frequency determined at Call Off stage.

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- 1.12 Where recordings of telephone conferences take place, the Supplier cannot keep copies of the recordings. All electronic and hard copy versions must be handed over to the Buyer. The Supplier must ensure that all copies on the Supplier systems are deleted.
- 1.13 Suppliers shall have systems and process controls to ensure that the interpreters are unable to make and/or keep their own copies of any telephone based (conference recordings or otherwise) interpreting discussions.
- 1.14 Interpreting should be delivered in line with the guidance set out in ISO 18841:2018 or equivalent.

SPOKEN VIDEO INTERPRETATION SERVICES

- 1.15 The Supplier must be able to facilitate pre-booked video calls for the languages set out in Annex 3. Please note, that where a language is not listed the service may still be provided and delivered under the rare language category.
- 1.16 The Supplier may be requested to provide this service on demand and if possible the service will be defined at Call-Off Stage.
- 1.17 The Supplier must ensure its Video Interpreting Service is compatible with common conferencing technology for example but not limited to, Web Camera, Tablet Device, Smartphone, Video Phone and Video Conferencing kit.
- 1.18 The Supplier shall have in place a suitable platform to host video conferences and if necessary the functionality to integrate into the software platform(s) utilised by the Buyer.
- 1.19 Where the Buyer uses the Supplier's platform the Buyer should be able to request recordings of the call. Where recording of video conferences take place, the Supplier cannot keep copies of the recordings. All electronic and hard copy versions must be handed over to the Buyer. The Supplier must ensure that all copies on the Supplier systems are deleted.
- 1.20 The Supplier shall have systems and process controls to ensure that the Interpreters are unable to make and/or keep their own copies of any video based (conference recordings or otherwise) interpreting discussions.
- 1.21 For overnight requirements of spoken video interpretation, the Supplier shall use vetted Interpreters from overseas to ensure costs are kept to a minimum.
- 1.22 Where overseas Interpreters are utilised then the Supplier must ensure that the necessary equivalence in terms of security clearances, qualifications, experience and CPD can be validated before being used to deliver services under the Framework.
- 1.23 The Supplier shall be able to act as the conference host where the Buyer is unable to do so.
- 1.24 The Supplier shall ensure that all Interpreters must be in an appropriately secure environment when servicing calls, free from noise and with full consideration for the Buyer's data security guidelines.

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- 1.25 The Supplier shall ensure that Interpreters always give their ID number and name upon request and wear their valid company ID badge on every call.
- 1.26 Where the Buyer requires additional services and higher levels of security these will be specified at the Call-Off Contract stage.
- 1.27 For Spoken Video Interpretation the cost of service should be in line with that within the Framework, either charged by the minute or by the hour – whichever is most economically advantageous to the Buyer. For example, if the initial booking is for 10 minutes it would be more advantageous to charge per minute but if that booking over runs as soon as the price is equivalent to or exceeds the charge per hour then this should be passed to the Buyer.
- 1.28 Interpreting should be delivered in line with the guidance set out in ISO 18841:2018 or equivalent.
- 1.29 The qualifications for all services under Lot 3 can be found in Annex 1.

28 APPENDIX 4 – LOT 4A TO 4L: NON SPOKEN LANGUAGE SERVICES

1.1 The Supplier shall provide Face to Face, Video, Translation and Transcription Services which enable communication to take place between Deaf and Deafblind people and others requiring support to access English in personal attendance or via agreed video conferencing technology or an alternative medium such as a Translation and Transcription.

1.2 This service will be provided on a regional basis as follows:

- 4a – North East
- 4b – North West
- 4c – Yorkshire and the Humberside
- 4d - East Midlands
- 4e – West Midlands
- 4f – East of England
- 4g – London
- 4h - South East
- 4i – South West
- 4j – Wales
- 4k – Scotland
- 4l – Northern Ireland

1.3 The Services which the Supplier shall provide under this Lot include;

Interpretation:

- British Sign Language (BSL) Interpreters
- Irish Sign Language (ISL) Interpreters
- Foreign Sign Language Interpreters
- Deafblind Interpreters: Visual Frame, Hands On or Manual
- Video Relay Interpreting Services
- Cued Speech/Makaton
- Deaf Relay (Intralingual language modification)
- Lip speakers

Transcription

- Speech-to-text reporting (Palantypist)
- Electronic and manual note takers

Translation:

- Audio/Video recordings to written text
- BSL Translations (Written Text into Video)
- BSL In-Vision Translations
- Braille
- Subtitles
- EasyRead
- Pictorial English

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- 1.4 The Supplier shall ensure that Foreign Sign Language interpreters shall comply with all mandatory requirements and meet the standards equal to those required for NRCPD/SRLPDC registration, in terms of academic qualifications and proven experience of interpreting and professional accountability before the assignment. Where this is not possible, the Supplier shall notify the Buyer and provide an alternative solution. It will then be the Buyer's decision to accept or decline the booking at no additional cost.
- 1.5 Where requested by the Buyer, additional services and higher levels of security may be required and these will be further specified at the Call-Off Contract stage.
- 1.6 The Supplier shall ensure that UK based Interpreters are registered with NRCPD or SRLPDC including Lip speakers, Speech to Text Reporters and any Interpreters for the Deafblind. They must also carry their NRCPD/SRLPDC ID Cards.
- 1.7 The Supplier shall work proactively and effectively to recruit Interpreters who allow communication to take place between Deaf and Deafblind people and others requiring support to access English.
- 1.8 The Supplier should be able to provide all non-spoken services to support, but not limited to the following:
 - Interviews
 - Hearings
 - Judicial / Legal interpreting
 - Escort interpreting
 - Community interpreting
 - Medical / Health interpreting
 - Media interpreting
 - Defence interpreting
- 1.9 For complex legal interpreting Suppliers must adhere to the standards set out in ISO 20228:2019 or equivalent
- 1.10 Interpreting should be delivered in accordance with the guidance set out in ISO 18841:2018 or equivalent.
- 1.11 The Supplier must be able to facilitate on demand and pre-booked Video Interpreters.
- 1.12 For on-demand, within 60 seconds of receiving the call, the Supplier shall have the functionality to make available the services of an Interpreter, qualified to a minimum standard specified by the Buyer which may include a minimum 3 year Registered Qualified status. The Interpreter shall provide a service in line with the Code of Conduct published with the National Registers of Communications Professionals working with Deaf and Deafblind People (NRCPD) or the Scottish Register of Language Professionals Working with the Deaf Community (SRLPDC).
- 1.13 The Supplier must ensure its Video Interpreting Service is compatible with common conferencing technology for example but not limited to, Web Camera, Tablet Device, Smartphone, Video Phone and Video Conferencing kit.

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- 1.14 The Supplier shall have in place a suitable platform to host video conferences and if necessary the functionality to integrate into the software platform(s) utilised by the Buyer.
- 1.15 Where the Buyer uses the Supplier's platform the Buyer should be able to request recordings of the call. Where recording of video conferences take place, the Supplier cannot keep copies of the recording. All electronic and hard copy versions must be handed over to the Buyer. The Supplier must ensure that all copies on the Supplier systems are deleted.
- 1.16 The Supplier shall have systems and process controls to ensure that the Interpreters are unable to make and/or keep their own copies of any video based (conference recordings or otherwise) interpreting discussions.
- 1.17 The Supplier shall be able to act as the conference host where the Buyer is unable to do so.
- 1.18 The Supplier shall ensure that all Interpreters must be in an appropriately secure environment when servicing calls, free from noise and with full consideration for the Buyer's data security guidelines.
- 1.19 Where the Buyer requires additional services and higher levels of security these will be specified at the Call-Off Contract stage.
- 1.20 For Non-Spoken Video Interpretation the cost of service should be in line with that within the Framework, either charged by the minute or by the hour – whichever is most economically advantageous to the Buyer. For example, if the initial booking is for 10 minutes it would be more advantageous to charge per minute but if that booking over runs as soon as the price is equivalent to or exceeds the charge per hour then this should be passed to the Buyer.
- 1.21 The Supplier shall ensure that all Non-Spoken Translations and Transcriptions shall be completed in accordance with the Code of Professional Conduct of the NRCPD or SRLPDC.
- 1.22 For relevant services such as Braille, Audio Descriptions and Large Print etc. Suppliers must ensure delivery is in line with the standards set out by the [UK Association for Accessible Formats](#) (UKAAF).
- 1.23 In order to provide translation and/or transcription services for Secret and Top Secret content, the Supplier(s) may be asked to meet the criteria in paragraph 11.4 of section 11 - Data Security.
- 1.24 The Supplier agrees to save any template documents and shall not recharge for any duplicate translating throughout the life of the contract. The template will remain the property of the Buyer and will be returned at the end of the contract.

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- 1.25 The Supplier is prohibited from using any tools/software that is hosted by a third party which waives the Buyer's right to not share their data with a Third Party.
- 1.26 The Authority, Quality Assurance Provider and/or Buyer may request confirmation of how solutions are delivered and how data is shared and stored safely between the Supplier and Buyer.
- 1.27 Any documents and/or data contained within the Suppliers database which is in relation to any Services provided shall become the property of the Buyer at the end of the Call-Off Contract.
- 1.28 The service shall be required at any location in the UK for example, where the Buyer requires Transcription to be carried out at the Buyer's premises for security reasons.
- 1.29 Where overseas Translators are utilised then the Supplier must ensure that the necessary equivalence in terms of security clearances, qualifications, experience and CPD can be validated before being used to deliver services under the Framework.
- 1.30 The qualifications for all services under Lot 4 can be found in Annex 1.

29 APPENDIX 5 – LOT 5A TO 5M: REGIONAL MANAGED SERVICE

- 1.1 The Supplier shall provide a Managed Service provision on a regional basis, including overseas if awarded onto Lot 5m. The Managed Service Provision will enable the Buyer to call off one, some or all of the services as described under Appendix 5 section 1.2.
- 1.2 The services the Supplier must be able to provide include:
- Translation Services (Human and Computer Aided)
 - Transcription Services (Human and Computer Aided)
 - Ancillary Services (Supportive services)
 - Telephone Interpreting Services
 - Non Spoken Face to Face and Video Interpreting
 - Non Spoken Translation and Transcription Services
 - Spoken Face to Face and Video Interpretation
- 1.3 This service will be provided on a regional basis as follows:
- 5a - North East
 - 5b – North West
 - 5c – Yorkshire and the Humberside
 - 5d – East Midlands
 - 5e – West Midlands
 - 5f – East of England
 - 5g – London
 - 5h – South East
 - 5i - South West
 - 5j - Wales
 - 5k – Scotland
 - 5l – Northern Ireland
 - 5m – UK & Overseas
- 1.4 The Supplier should have a robust management process in place to deliver high volume requirements across the region(s) awarded onto and if part of Lot 5m this should have a global profile.
- 1.5 Lot 5m will require the Supplier to be able to provide all the services described in Lot 5 overseas. The specific location, service and further requirements will be set at Call Off stage.
- 1.6 Mobilisation of overseas requirements will be set out at the Call Off stage however there may be occasions where the Buyer needs this to be done rapidly to support operational requirements. The Buyer must be able to deliver, where reasonable, a response to such requests including the deployment of Interpreters/Translators and supporting personnel to ensure the delivery of services as quickly as possible.
- 1.7 The Supplier for any overseas requirements must also ensure that they have a robust Account Management function which ensures that the Call-Off Contract is managed effectively. This includes any personnel deployed (UK based or overseas based) to

support the delivery of the contract and where any performance related issues arise the Supplier must be able to resolve these in real time.

- 1.8 The Supplier may be required to deploy UK based Interpreters and Translators overseas. Though it is expected that the Buyer will provide advance bookings there may be occasions where short notice deployment is required.

TRANSLATION, TRANSCRIPTION AND ANCILLARY SERVICES (SPOKEN AND NON SPOKEN)

- 1.9 The Supplier shall provide a comprehensive Translation, Transcription and Ancillary service to enable the Buyer to translate, transcribe or create support materials in any language as listed in Annex 3. Please note, that where a language is not listed the service may still be provided and delivered under the rare language category.

- 1.10 The following Translation and Transcription Services must be provided:

- Advisory / guidance and instruction documents
- Correspondence, information leaflets
- Technical, scientific, legal, medical, financial or any other specialist category (such as Hansard)
- Verbatim (word for word)
- Artwork, design, illustration and typesetting
- Proofreading
- Computer Aid Translation/Machine Translation Software
- Multimedia and e learning
- Campaign collateral for example press kits
- Website localisation
- Software localisation
- Audio/Video recordings to written text
- BSL Translations (Written Text into Video)
- BSL In-Vision Translations
- Braille
- Subtitles
- EasyRead
- Pictorial English

- 1.11 The Supplier shall ensure that all Non-Spoken Translations and Transcriptions shall be completed in accordance with the Code of Professional Conduct of the NRC PD or SRLPDC.

- 1.12 For relevant services such as Braille, Audio Descriptions and Large Print etc. Suppliers must ensure delivery is in line with the standards set out by the [UK Association for Accessible Formats \(UKAAF\)](#).

- 1.13 The Supplier should have secure processes in place which enables the transfer of documentation from the Buyer to the Supplier. Where this process is digitally enabled it should meet the requirements set out in section 11 - Data Security.

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- 1.14 Computer Aid Translation (CAT) and Machine Translation (MT) software shall be included within this service. The Supplier shall ensure that when requested this service is offered but only where clear efficiencies and cost savings can be evidenced to the Buyer.
- 1.15 At a frequency determined at Call-Off the Supplier shall provide management information to evidence the ongoing benefits of using Machine Translation.
- 1.16 Any use of CAT/MT shall be delivered in a secure way ensuring any software is compliant with the security standards in section 11 (Data Security) and maintains any data in line with the Data Protection Act 2018 and the General Data Protection Act 2016.
- 1.17 Suppliers can utilise Speech to Text software as long as this is made transparent to the Buyer and data is shared, stored and managed in a compliant way as set out in section 11 - Data Security.
- 1.18 In order to provide translation and/or transcription services for Secret and Top Secret content, the Supplier(s) may be asked to meet the criteria in paragraph 11.4 of Section 11 - Data Security
- 1.19 The Supplier is prohibited from using any tools/software (including CAT/MT tools) that is hosted by a third party which waives the Buyer's right to not share their data with a Third Party.
- 1.20 The Supplier agrees to save any template documents and shall not recharge for any duplicate translating throughout the life of the contract. The template will remain the property of the Buyer and will be returned at the end of the contract.
- 1.21 The Authority, Quality Assurance Provider and/or Buyer may request confirmation of how solutions are delivered and how data is shared and stored safely between the Supplier and Buyer.
- 1.22 Any documents and/or data contained within the Suppliers database which is in relation to any Services provided shall become the property of the Buyer at the end of the Call-Off Contract.
- 1.23 The service shall be required at any location in the UK and/or overseas for example, where the Buyer requires Transcription to be carried out at the Buyer's premises for security reasons.
- 1.24 Where overseas Translators are utilised then the Supplier must ensure that the necessary equivalence in terms of security clearances, qualifications, experience and CPD can be validated before being used to deliver services under the Framework.
- 1.25 The Supplier shall ensure that all translations are completed in accordance with the translation industry standard ISO 17100 and where a Machine Translation Post Edit is required ISO 18587 or equivalent.
- 1.26 The Supplier shall ensure that all translators/transcribers must translate/transcribe into their native tongue only and, where this is not possible, the translation/transcription must be revised thoroughly by someone of English native tongue with the necessary experience of the subject matter at no cost to the Buyer.

TELEPHONE INTERPRETATION SERVICES

- 1.27 The Supplier must be able to deliver an on-demand and pre-booked service.
- 1.28 For on-demand the Supplier must have the functionality to make the services of a Telephone Interpreter available within 30 seconds of receiving a call, qualified to the standards set out under Band 1 to Band 2 (See Annex 2) and in the languages listed in Annex 3. Please note, that where a language is not listed the service may still be provided and delivered under the rare language category.
- 1.29 Where the appointment is pre-booked, with a minimum of 24 hours' notice the Buyer may stipulate a higher Banding and level of clearance. For example, Band 5 with SC clearance.
- 1.30 The Supplier shall provide a consecutive interpreting service and ensure that:
- Telephone Interpreters can convert a spoken language from one language to another, enabling listeners and speakers to understand each other.
 - Recording of Telephone conferences is available upon request.
 - Where requested by the Buyer, additional services and higher levels of security may be required and these will be further specified at the Call Off Contract stage however this may be limited where in relation to an on-demand service.
- 1.31 For overnight requirements, the Supplier shall use vetted Interpreters from overseas to ensure costs are kept to a minimum.
- 1.32 Where overseas Interpreters are utilised then the Supplier must ensure that the necessary equivalence in terms of security clearances, qualifications, experience and CPD can be validated before being used to deliver services under the Framework.
- 1.33 The Supplier shall be able to act as the conference host where the Buyer is unable to do so.
- 1.34 The Supplier shall ensure that all Interpreters must be in an appropriately secure environment when servicing calls, free from noise and with full consideration for the Buyer's data security guidelines.
- 1.35 The Supplier shall ensure that Interpreters always give their ID number on every call and name upon request.
- 1.36 The Supplier shall conduct quality checks to ensure Interpreters are performing to set standards and that the Buyer's data security policies are strictly adhered to. The Authority must be updated every 6 months with a report outlining the volume checked, the findings of the checks, corrective action taken (if any) and lessons learnt. The Buyer may also request this information at a frequency determined at Call Off stage.

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- 1.37 Where recordings of telephone conferences take place, the Supplier cannot keep copies of the recordings. All electronic and hard copy versions must be handed over to the Buyer. The Supplier must ensure that all copies on the Supplier systems are deleted.
- 1.38 Suppliers shall have systems and process controls to ensure that the interpreters are unable to make and/or keep their own copies of any telephone based (conference recordings or otherwise) interpreting discussions.
- 1.39 Interpreting should be delivered in line with the guidance set out in ISO 18841:2018 or equivalent. .

SPOKEN VIDEO INTERPRETATION SERVICES

- 1.40 The Supplier must be able to facilitate pre-booked video calls for the languages set out in Annex 3. Please note, that where a language is not listed the service may still be provided and delivered under the rare language category.
- 1.41 The Supplier may be requested to provide this service on demand and if possible the service will be defined at Call-Off Stage.
- 1.42 The Supplier must ensure its Video Interpreting Service is compatible with common conferencing technology for example but not limited to, Web Camera, Tablet Device, Smartphone, Video Phone and Video Conferencing kit.
- 1.43 The Supplier shall have in place a suitable platform to host video conferences and if necessary the functionality to integrate into the software platform(s) utilised by the Buyer.
- 1.44 Where the Buyer uses the Supplier's platform the Buyer should be able to request recordings of the call. Where recording of video conferences take place, the Supplier cannot keep copies of the recordings. All electronic and hard copy versions must be handed over to the Buyer. The Supplier must ensure that all copies on the Supplier systems are deleted.
- 1.45 The Supplier shall have systems and process controls to ensure that the Interpreters are unable to make and/or keep their own copies of any video based (conference recordings or otherwise) interpreting discussions.
- 1.46 For overnight requirement of Spoken Video Interpretation, the Supplier shall use vetted Interpreters from overseas to ensure costs are kept to a minimum.
- 1.47 Where overseas Interpreters are utilised then the Supplier must ensure that the necessary equivalence in terms of security clearances, qualifications, experience and CPD can be validated before being used to deliver services under the Framework.
- 1.48 The Supplier shall be able to act as the conference host where the Buyer is unable to do so.
- 1.49 The Supplier shall ensure that all Interpreters must be in an appropriately secure environment when servicing calls, free from noise and with full consideration for the Buyer's data security guidelines.

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- 1.50 The Supplier shall ensure that Interpreters always give their ID number and name upon request and wear their valid company ID badge on every call.
- 1.51 Where the Buyer requires additional services and higher levels of security these will be specified at the Call-Off Contract stage.
- 1.52 For Spoken Video Interpretation the cost of service should be in line with that within the Framework, either charged by the minute or by the hour – whichever is most economically advantageous to the Buyer. For example, if the initial booking is for 10 minutes it would be more advantageous to charge per minute but if that booking over runs as soon as the price is equivalent to or exceeds the charge per hour then this should be passed to the Buyer.
- 1.53 Interpreting should be delivered in line with the guidance set out in ISO 18841:2018 or equivalent.

NON SPOKEN FACE TO FACE & VIDEO INTERPRETING

- 1.54 The Supplier shall provide Interpreters who allow communication to take place between Deaf and Deafblind people and others requiring support to access English in personal attendance, video conferencing technology or an alternative medium such as a translation.
- 1.55 The Services which the Supplier shall provide under this Lot include;
- British Sign Language (BSL) Interpreters
 - Irish Sign Language (ISL) Interpreters
 - Foreign Sign Language Interpreters
 - Deafblind Interpreters: Visual Frame, Hands On or Manual
 - Deaf Relay (Intralingual language modification)
 - Lip speakers
 - Speech-to-text reporting (Palantypist)
 - Electronic and manual note takers
 - Video Relay Interpreting Services
 - Cued Speech/Makaton
- 1.56 The Supplier shall ensure that Foreign Sign Language interpreters shall comply with all mandatory requirements and meet the standards equal to those required for NRCPD/SRLPDC registration, in terms of academic qualifications and proven experience of interpreting and professional accountability before the assignment. Where this is not possible, the Supplier shall notify the Buyer and provide an alternative solution. It will then be the Buyer's decision to accept or decline the booking at no additional cost.
- 1.57 Where requested by the Buyer, additional services and higher levels of security may be required and these will be further specified at the Call-Off Contract stage.
- 1.58 The Supplier shall ensure that UK based Interpreters are registered with NRCPD or SRLPDC including Lip speakers, Speech to Text Reporters and any Interpreters for the Deafblind. They must also carry their NRCPD/SRLPDC ID Cards.

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- 1.59 The Supplier shall work proactively and effectively to recruit Interpreters who allow communication to take place between Deaf and Deafblind people and others requiring support to access English.
- 1.60 The Supplier should be able to provide all non-spoken services to support, but not limited to, the following:
- Interviews
 - Hearings
 - Judicial / Legal interpreting
 - Escort interpreting
 - Community interpreting
 - Medical / Health interpreting
 - Media interpreting
 - Defence interpreting
- 1.61 For complex legal interpreting Suppliers must adhere to the standards set out in ISO 20228:2019 or equivalent.
- 1.62 Interpreting should be delivered in line with the guidance set out in ISO 18841:2018 or equivalent.
- 1.63 The Supplier must be able to facilitate on demand and pre-booked Video Interpreters.
- 1.64 For on-demand, within 60 seconds of receiving the call, the Supplier shall have the functionality to make available the services of an Interpreter, qualified to a minimum standard specified by the Buyer which may include a minimum 3 year Registered Qualified status. The Interpreter shall provide a service in line with the Code of Conduct published with the National Registers of Communications Professionals working with Deaf and Deafblind People (NRCPD) or the Scottish Register of Language Professionals Working with the Deaf Community (SRLPDC).
- 1.65 The Supplier must ensure its Video Interpreting Service is compatible with common conferencing technology for example but not limited to, Web Camera, Tablet Device, Smartphone, Video Phone and Video Conferencing kit.
- 1.66 The Supplier shall have in place a suitable platform to host video conferences and if necessary the functionality to integrate into the software platform(s) utilised by the Buyer.
- 1.67 Where the Buyer uses the Supplier's platform the Buyer should be able to request recordings of the call. Where recording of video conferences take place, the Supplier cannot keep copies of the recording. All electronic and hard copy versions must be handed over to the Buyer. The Supplier must ensure that all copies on the Supplier systems are deleted.
- 1.68 The Supplier shall have systems and process controls to ensure that the Interpreters are unable to make and/or keep their own copies of any video based (conference recordings or otherwise) interpreting discussions.
- 1.69 The Supplier shall be able to act as the conference host where the Buyer is unable to do so.

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- 1.70 The Supplier shall ensure that all Interpreters must be in an appropriately secure environment when servicing calls, free from noise and with full consideration for the Buyer's data security guidelines.
- 1.71 Where the Buyer requires additional services and higher levels of security these will be specified at the Call-Off Contract stage.
- 1.72 For Non-Spoken Video Interpretation the cost of service should be in line with that within the Framework, either charged by the minute or by the hour – whichever is most economically advantageous to the Buyer. For example, if the initial booking is for 10 minutes it would be more advantageous to charge per minute but if that booking over runs as soon as the price is equivalent to or exceeds the charge per hour then this should be passed to the Buyer.

SPOKEN FACE TO FACE INTERPRETING

- 1.73 The Supplier shall provide Face-to-Face interpreting service (Simultaneous, Consecutive and Whispering) whereby the meaning of what is said in one language is transferred at the event in spoken form into a second language, by an interpreter in personal attendance. The expected language requirements are listed in Annex 3 but this is not exhaustive and Supplier may be asked for additional languages.
- 1.74 The Supplier shall provide the following services under this Lot which shall include but not limited to;
- Interviews
 - Hearings
 - Conference interpreting
 - Judicial / Legal interpreting
 - Escort interpreting
 - Community interpreting
 - Medical / Health interpreting
 - Media interpreting
 - Defence interpreting
- 1.75 Where overseas Interpreters are utilised then the Supplier must ensure that the necessary equivalence in terms of security clearances, qualifications, experience and CPD can be validated before being used to deliver services under the Framework.
- 1.76 For complex legal interpreting Suppliers must adhere to the standards set out in ISO 20228:2019 or equivalent.
- 1.77 Interpreting should be delivered in line with the guidance set out in ISO 18841:2018 or equivalent.
- 1.78 The Supplier shall ensure that all Interpreters carry an official photo ID e.g. driving license or passport, to all assignments which should be valid within 12 months.
- 1.79 The qualifications for all services under Lot 5 can be found in Annex 1.

30 APPENDIX 6 – LOT 6: QUALITY ASSURANCE SERVICES

- 1.1 The Quality Assurance Provider must have the capability to quality assure the services provided by the Supplier and the Interpreters/Translators contracted to deliver services under a Call-Off Contract via this Framework. The assessment of quality will be done via, but not limited to the following:
- Assessment of a recorded face to face booking (audio or video)
 - Assessment of a live booking in person (Spoken & Non-Spoken)
 - Assessment of a telephone interpretation
 - Assessment of a video interpretation (Spoken & Non-Spoken)
 - Assessment of Spoken/Non Spoken language Interpreter via Video Role Play
 - Assessment of translated documents
 - Assessment of transcriptions
 - Checking that the requirements in the booking have been met by the Supplier
- 1.2 The Quality Assurance Provider must have the capability and capacity to deliver these services throughout the United Kingdom and Overseas.
- 1.3 Where an Overseas in person assessment is required the cost of this service will be agreed at Call-Off Stage.
- 1.4 The Quality Assurance Provider shall deliver a consistent, transparent and fair approach to how assessments are undertaken so as to not meaningfully change from Buyer to Buyer. Quality must be assessed against a Framework for Assessment which the Quality Assurance Provider must create taking into account the following:
- The different Bandings as set out in Annex 2 for Spoken, Non Spoken Interpretation and Translation services.
 - Assessments must also comply with recognised industry standards and the relevant National Occupational Standards for both Interpreting and Translation.
 - Shall consider the various sectors that the Framework delivers into such as Central Government, Local Government, Emergency Services, the Health Sector and Third Sector and how assessments can be tailored to reflect these different settings.
- 1.5 The Authority reserves the right to amend any Framework for Assessment in consultation with the Quality Assurance Provider to ensure the requirement set out under 1.4 is met and does not negatively impact on the delivery of services across the Framework and/or the volume of available Interpreters and Translators.
- 1.6 These Services shall be required for a range of timescales, which the Buyer shall specify at the Call Off Contract stage, however it is envisaged that most requirements would be undertaken in a pre-booked manner to enable sufficient time for the transfer of relevant documentation and/or booking of a Quality Assessor in advance to undertake an in person assessment.
- 1.7 The services shall be available 365 days a year, 24 hours a day.

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- 1.8 In order to provide Quality Assurance services for Secret and Top Secret content, the Quality Assurance Provider may be asked to meet the following criteria set out in paragraph 11.4 of section 11 - Data Security.
- 1.9 The Quality Assurance Provider is prohibited from using any tools/software (including CAT/MT tools) that is hosted by a third party which waives the Buyer's right to not share their data with a Third Party.
- 1.10 Any use of technology must be delivered in a secure way ensuring any software is compliant with the security standards in section 11 (Data Security) and maintains any data in line with the Data Protection Act 2018 and the General Data Protection Act 2016.
- 1.11 The Quality Assurance Provider must be able to facilitate the secure exchange of documents digitally to enable this service in accordance with GDPR and DPA 2018 or any revised/updated versions released by HMG.
- 1.12 The Authority and/or Buyer may request confirmation of how a technology solution is delivered and how data is shared and stored safely.
- 1.13 The Quality Assurance Provider must have the capability to review language pairings, but not limited to those described in Annex 3 within the unit price agreed at Framework level.
- 1.14 The Quality Assurance Provider must have a Code of Conduct specifically in relation to the quality assurance activity they undertake. This must be shared and agreeable to the Authority and Buyer. If necessary the Quality Assurance Provider must accept reasonable amendments to the Code of Conduct where requested by the Buyer.
- 1.15 The Quality Assurance Provider shall create a Quality Assurance Plan based on information provided by the Buyer as well as their own inherent understanding of the industry. At a minimum this shall include:
- How checks will be proportioned across services, qualifications or experience
 - Mode of assessment i.e. in person/remotely based on service usage
 - Sample size
 - Identifiable areas of risk based on trends/complaints.
- This service will be at no cost and must present a cost effective and viable solution to the Buyer. This plan will be reviewed to ensure it remains effective at a frequency determined by the Buyer
- 1.16 The Quality Assurance Provider shall accommodate ad hoc requirements for quality assessments from the Buyer, including one off assessments undertaken remotely or face to face.
- 1.17 The Quality Assurance Provider shall undertake in-depth compliance checks on any of the Lot 1-5 Suppliers adherence to the requirements set out in section 7.6 upon request of the Buyer. This will be done by requesting documentation from the Supplier or reviewing it in person at their premises. These checks will require the Quality Assurance

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Provider to assess whether the documentation used to enable the Interpreter/Translator to be recruited is sufficient and verifiable. Some of this documentation may need translating as the Interpreter/Translator may be based overseas. Where documentation cannot be verified the Buyer and Supplier must be notified in writing within 5 working days and corrective action sort, either by removing the Interpreter/Translator from use on the Call-Off Contract or re-banding them to accurately reflect their qualifications/experience. Upon request the Quality Assurance Provider shall provide data in relation to these checks to the Authority and Buyer.

- 1.18 Where, because of circumstances outside the control of the Quality Assurance Provider and/or Assessor a planned assessment cannot be undertaken the Quality Assurance Provider can claim the unit cost for that service. For example, an in person assessment cannot be undertaken as the appointment was cancelled without the Quality Assurers knowledge or an Interpreter fails to attend an invitation for assessment.
- 1.19 Where the initial assessment is not completed due to the actions of the Quality Assurance Provider and/or the Assessor (such as failure to provide an Assessor or the Assessor does not attend the scheduled appointment) the Quality Assurance Provider must provide the replacement assessment at no cost.
- 1.20 All assessments undertaken by the Assessor acting on behalf of the Quality Assurance Provider must consider, at a minimum, the following:
 - The accuracy of the translation/interpretation
 - Whether the Translator/Interpreter was acting in accordance with the relevant Code of Conduct.
 - That the requirements of the booking have been met by the Supplier i.e. Instructed Interpreter/Translator had the stated qualifications, clearance and experience stipulated in the booking. This should be a lighter touch assessment based on the requirement of the booking vs the 'Bandings' set out in Annex 1 and not the in-depth compliance check set out in 1.17.
- 1.21 All assessments must be documented and a report provided to the Buyer within 10 working days or at a time period agreed with the Buyer. At a minimum the report must details the following:
 - Did the Supplier act in accordance with the booking?
 - Did the Interpreter/Translator provide a quality service?
 - Next Steps
- 1.22 Where the Buyer has requested multiple checks the Buyer can request alternative reporting methods, which will be confirmed at Call-Off stage.
- 1.23 As part of the report the Quality Assurance Provider must measure the quality of the Interpreter/Translator and mark the outcome as one of the following:
 - **1.23.1 Pass**

- Where no issues are observed this must be communicated to the Interpreter/Translator, Buyer and Supplier within 10 working days or a frequency agreed at Call Off stage.
 - **1.23.2 Development Required**
 - If the assessment highlights concerns and/or the standards in the Call Off determines that a 'Development Required' must be given then the Quality Assurance Provider must detail the issues observed and share these with the Interpreter/Translator, Buyer and Supplier within 10 working days or at the frequency agreed at Call Off stage.
 - The Quality Assurance Provider must also provide direct feedback to the Interpreter/Translator detailing the assessment outcome within 10 working days.
 - **1.23.3 Fail**
 - If the assessment highlights concerns and/or the standards in the Call Off determines that a 'Fail' must be given then the Quality Assurance Provider must detail the issues observed including the methodology used and share this with the Buyer and Supplier within 24 hours or at the frequency agreed at Call Off stage.
 - The Quality Assurance Provider must also provide direct feedback to the Interpreter/Translator detailing why the assessment has failed within 24 hours.
- 1.24 CPD may be offered by the Quality Assurance Provider but it is not mandatory that the Interpreter/Translator shall accept any suggested courses.
- 1.25 The Quality Assurance Provider must keep accurate records/recordings to allow an audit and or appeal by the Interpreter/Translator to be responded to.
- 1.26 Where the Interpreter/Translator has been assessed as 'Development required' the Quality Assurance Provider shall, where possible, undertake a reassessment within a period of 3 to 6 months of the date of the first assessment. To enable this check to occur the Supplier must have in place a system to determine if that Interpreter/Translator has undertaken any further assignments on any contract the Quality Assurance Provider is contracted to fulfil as this would be considered an 'Identifiable Risk' as per 1.15.
- 1.27 Where the Interpreter/Translator has been assessed as 'Fail' the Quality Assurance Provider must offer the individual an opportunity to sit a reassessment within 5 working days. The assessment must be done in a controlled environment using a set script/text which is tailored to the experience, qualifications, language and sector (for example Health, Criminal Justice, Government) the Interpreter/Translator was originally assessed against. This reassessment is chargeable to the Interpreter/Translator not the Buyer but must be charged at the same cost as charged to the Buyer.

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- 1.28 Where the Interpreter/Translator refuses to sit an assessment or reassessment the Quality Assurance Provider should recommend that they are not be used as part of the delivery of the Buyer's Call-Off Contract and this must be communicated to the Interpreter/Translator, Buyer and Supplier within 24 hours.
- 1.29 Where a reassessment is undertaken, the Quality Assurance Provider must provide an outcome within 24hours. If the Interpreter/Translator is reassessed as 'Development Required' or 'Pass' the Quality Assurance Provider should notify the Interpreter/Translator, Buyer and Supplier within 24 hours.
- 1.30 Where the Interpreter/Translator has been suspended from a Call-Off Contract by the Supplier, under the Buyers instruction, the Quality Assurance Provider may act as the route for the Interpreter/Translator to be granted permission to seek reinstatement with their Supplier.

To do so the Quality Assurance Provider must be able to reassess the Interpreter/Translator based on:

- Any evidence of further development i.e. CPD activity, further qualifications which postdate the 'Failed' assessment, additional experience gained;
- and/or
- Undertake a further assessment of their capability via an assessment which is chargeable to the Interpreter/Translator at the same cost charged to the Buyer.

The Quality Assessor must be able to make a recommendation based on the above as to whether the Interpreter/Translator has addressed the issues/concerns previously identified. The outcome shall be passed to the Interpreter/Translator and the Supplier and/or Buyer as agreed at Call Off stage within 24 hours.

- 1.31 The Quality Assurance Provider will need to provide anonymised data to record the total number of assessments undertaken and outcomes (Pass/Development Required/Fail) on a quarterly basis to the Authority or at a period agreed at Call Off stage with the Buyer.
- 1.32 Where an assessment results in a Fail but the Translator/Interpreter has another language the Quality Assurance Provider may recommend that they can continue to work in their other language as long as it meets the minimum requirements of the Framework i.e. Band 1 for Spoken Interpretation/Translation. It will be at the Buyer's discretion to accept or refuse this recommendation.
- 1.33 Where an Interpreter/Translator is found to have failed and they are registered with a Regulatory Body such as NRCPD, SRLPDC or NRPSI then the Regulatory Body should be notified. The Quality Assurance Provider must ensure any notification is done in accordance with GDPR guidelines.
- 1.34 Assessments shall not be undertaken by Assessors with less experience or Qualifications than the individual they are assessing without express permission from the Buyer.

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- 1.35 The Quality Assurance Provider shall ensure that their Framework pricing allows for the full recruitment process as no allowance will be made by the Authority or Buyer for price increases due to requirements to improve and/or amend their recruitment process.
- 1.36 The Quality Assurance Provider shall maintain and actively support recruitment of new Assessors to support the delivery of services under Lot 6. The Authority and/or Buyer may request evidence of the recruitment activity and may ask for additional processes to be included which will be determined at the Call Off stage.
- 1.37 The Quality Assurance Provider must have in place, robust appointment and recruitment procedures that ensure any Assessors are suitably qualified and experienced to deliver any requirements which may be required under Lot 6.
- 1.38 The Quality Assurance Provider shall employ and or contract relevant and linguistic specific, qualified language assessors/testers/teachers to conduct the interview process as appropriate.
- 1.39 As a minimum, for all Central Government Departments and members of the Armed Forces, a Baseline Personnel Security Standard (BPSS) or an equivalent of BPSS of all Quality Assurance Personnel and all approved subcontractors must be undertaken by the Quality Assurance Provider in accordance with [HMG Baseline Personnel Security Standard](#).
- 1.40 The Quality Assurance Provider shall ensure, prior to appointing any Assessor to undertake assignments under the Framework, that the individual completes an application form that records the following:
- Experience of previous language assessments and evidence to verify
 - Qualifications including supporting evidence to verify
 - Current security clearances and evidence to verify
 - Right to work and evidence to verify
- The Quality Assurance Provider must validate the information provided to ensure it is accurate, including checks with relevant Regulatory Bodies/References if necessary. All of the above must be stored in a secure digital database. Upon request some or all of the above shall be made available to the Authority and/or Buyer within 5 working days in a digital format.
- 1.41 The Quality Assurance Provider shall verify the nationality and immigration status of applicants and ensure that Assessors who are overseas nationals and who do not live in the UK have a valid UK work permit prior to submitting them for engagement. A copy of a valid permit shall be held on file digitally, the copy shall be in date and verified.
- 1.42 The Quality Assurance Provider shall ensure that information is obtained as to whether Assessors are suspended from duty with any other organisation, including regulatory bodies.
- 1.43 The Quality Assurance Provider shall undertake individual face-to-face selection interviews in a location that is secure and private for all potential Assessors that are short-

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listed and may be appointed. Where face to face selection interviews are not practical they may be conducted via another channel i.e. telephone/video conferencing and in any event the Quality Assurance Provider shall ensure that adequate controls are in place to support robust procedures in the identification and verification of the Assessor.

- 1.44 The Quality Assurance Provider shall ensure that Assessors are aware and have sufficient knowledge of relevant legislative requirements to the specific industry sector or specialist area that they are assessing e.g. Health and Education, working with vulnerable people and confidentiality issues.
- 1.45 The terms and conditions of the Assessor's legal relationship; full/part time employment, associate or self-employed to the Quality Assurance Provider shall be given to the Assessor in full and in writing before the Quality Assurance Provider accepts the Assessor for work.
- 1.46 The Quality Assurance Provider shall keep a record of any formal interview conducted with an Assessor. Information in relation to the interviews shall be held within a secure database system (refer to Section 11 - Data Security) and be made available to the Authority and/or Buyer upon request within 5 working days.
- 1.47 The Supplier shall keep a secure database (refer to Section 11 - Data Security) from which they are able to demonstrate that all Assessors possess the qualifications, competencies and skills to meet the standards required by the Authority and/or Buyer as part of the delivery of services under Lot 6.
- 1.48 The Quality Assurance Provider shall have a process in place to ensure that any Assessors can declare a conflict of interest and abide by the Quality Assurance Providers Code of Conduct. This process may be reviewed by the Authority to ensure it is compliant with 1.14 of Appendix 6.
- 1.49 The Quality Assurance Provider should be aware that the Buyer may need additional services which will be agreed at Call-Off Contract Stage.
- 1.50 The Quality Assurance Provider shall provide End User Feedback as a separate service. This service shall deliver the following:
 - The creation of a bespoke model to collate end user feedback on behalf of the Buyer.
 - Management of the process, analysis and reporting.
- 1.51 The Quality Assurance Provider must be able to deliver a tailored solution to gather feedback in any of the languages, but not limited to, those described in Annex 3.
- 1.52 The Quality Assurance Provider shall provide this service using a variety of mediums to positively influence engagements such as:
 - By post
 - By SMS

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- By Email
- By Phone

- 1.53 The Buyer would determine the scope, languages and model at Call Off stage.
- 1.54 The Quality Assurance Provider must have the capability to upscale their service delivery to ensure continuity of service throughout the lifetime of the Framework so that the on boarding of new Buyers does not affect the service received by existing Buyers.
- 1.55 The Quality Assurance Provider must host a website clearly stating it is a provider to the Crown Commercial Service and what Lots the Supplier has been awarded to. The Website should also include contact details for the Commercial Agreement Manager of the Framework.
- 1.56 The Quality Assurance Provider shall be responsible for the professional development, accountability and quality of the directly employed Assessors used to provide services to the Buyer. Where the Assessor is not directly employed the Quality Assurance Provider shall ensure that they have the correct level of professional development, training, and quality to perform the assignment allocated to them and they have access to guidance on how to improve their skills.
- 1.57 Where the Assessor is directly employed by the Quality Assurance Provider any training and continuing professional development (CPD) shall be provided by and at the expense of the Supplier. The Supplier shall not pass on any costs of such training to the Assessor.
- 1.58 The Quality Assurance Provider shall ensure that all staff, whether employed or contracted including Assessors and sub-contractors are security cleared to the appropriate level as specified by the Buyer, prior to them undertaking work on this Framework.
- 1.59 The Quality Assurance Provider shall comply with the relevant guidance for any vetting including any requirements agreed by the Buyer at the Call Off stage which may include the administration of managing the clearances.
- 1.60 The Quality Assurance Provider may be required to implement physical, technical, personnel and procedural security controls as part of a layered or defence in depth approach to security that effectively balances prevention, detection, protection and response. The Buyer will stipulate their precise requirements at the Call-Off Contract stage.
- 1.61 The Quality Assurance Provider shall ensure that a robust Security Incident/Breach procedure is in place for their premises and the Buyer informed immediately of any compromise to the Quality Assurance Provider's and/or Buyers' assets.
- 1.62 The Quality Assurance Provider must comply and remain compliant with the [HMG Security Policy Framework \(SPF\)](#) due to the sensitive nature of some of the information contained as part of the delivery of the Framework and subsequent Call-Offs.

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- 1.63 The Quality Assurance Provider must ensure that the appropriate level of data security is implemented in the provision of the Services to maintain acceptable risk levels for the handling of data securely as defined by the Buyer at Call-Off stage.
- 1.64 Interpreters/Translators shall not keep notes of the assignment electronically. Any paper notes made by the Interpreter shall be cross shredded and securely disposed of in a manner that complies at least with HMG Standard No.5 (IS5) or its equivalent.
- 1.65 The Quality Assurance Provider, any Subcontractors, Assessor's and systems utilised to deliver services under the Framework must maintain data in line with the requirements set out in Joint Schedule 11 (Data Processing). The Quality Assurance Provider must also ensure that any changes/replacements to these laws are enacted according to the requirements set out by HMG.
- 1.66 All directly employed staff must receive training on GDPR and the Data Protection Act and evidence of this training must be maintained for the duration of the Framework Agreement and/or Call Off. This may be requested by the Authority, and/or Buyer and must be supplied within 5 working days.
- 1.67 The Buyer shall specify which payment option(s) they will require at the Call-Off Contract stage. The Quality Assurance Provider shall have the ability to support payment options, with no additional charge, as directed by the Buyer to include, but not limited to:
- Electronic Procurement Cards (EPCs)
 - Billing to project and or cost centre codes
 - Lodge cards
 - Consolidated invoice accounts, for example 7 or 30 days
 - Individual and or single bill back (for example not consolidated)
 - Manual invoicing
 - Invoicing to different levels of detail
- 1.68 The Quality Assurance Provider shall comply with Buyer's requirements in respect of authorisation, invoicing and payment processes and procedures specified by individual Buyer.
- 1.69 Invoices shall be created in line with the Buyer's requirements but at a minimum they must contain itemised charges for service provided and rates applied.
- 1.70 The Quality Assurance Provider shall at all times during the Framework Period and the term of any Call Off Contract(s), comply with the Standards and must be certificated in the following Standards by the end of the first Framework contract year:
- a) Service Management Standards**
- ISO 9001:2015 - Certified
 - ISO 22301:2012/2019 - Certified

b) Information Security Management Standards

- ISO 27001:2013/2017 - Certified

- 1.71 The Buyer may ask for additional Standards which will be specified at Call-Off Contract stage.
- 1.72 The Authority and Buyer shall not be liable for any costs of implementing these Standards and the full cost of implementation shall be borne by the Supplier.
- 1.73 The Authority and/or Buyer may request data and reports on an ad hoc basis to assist with Parliamentary Questions (PQs). The Quality Assurance Provider shall within one working day of request by the Authority and/or Buyer provide the required data or information.
- 1.74 The Quality Assurance Provider shall provide the Authority with data in relation to the number of complaints received on a quarterly basis or as agreed at Call Off stage. This data must inform the Authority about the total volume of complaints, the volume upheld, the volume which were considered founded and the volume by service delivery.
- 1.75 The Quality Assurance Provider shall provide the Authority with updates on, but not limited to, the following: number of Assessor's it has available, age groups and how many new entrants there have been on an annual basis.
- 1.76 The Quality Assurance Provider shall produce and provide to the Authority and/or the Buyer any requested tailored/non-standard Management Information reports as may be reasonably requested by the Authority or Buyer from time to time which shall be provided free of charge, for example Gain share/Equality and Diversity Monitoring.
- 1.77 The Quality Assurance Provider shall have in place robust and auditable procedures for logging, investigating, managing, escalating and resolving complaints initiated by the Authority and/or Buyer, its representatives and/or its customers, employees and contractors. The procedure should allow for the identification and tracking of individual complaints from initiation to resolution.
- 1.78 Complaints shall be acknowledged within 24 hours, and satisfactorily resolved within 5 working days, or at time period in agreement with the Authority/Buyer.
- 1.79 The Authority, where appropriate, will meet with the Buyer in order to discuss delivery performance and address any concerns that may exist around the provision of services.
- 1.80 The Quality Assurance Provider shall ensure that it has a policy in place that enables employed staff and other members of your organisation to voice concerns in a responsible and effective manner, this includes where a staff member and other members of your organisation discovers information which they believe shows serious malpractice or wrongdoing within the organisation. The policy shall allow for this information to be disclosed internally without fear of reprisal, and there should be arrangements to enable this to be done independently of line management. The policy shall include:

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- Details of The Public Interest Disclosure Act, which came into effect in 1999 and gives legal protection to employees against being dismissed or penalised by their employers as a result of publicly disclosing certain serious concerns.
- Details of a prescribed person or body if an individual feels they cannot go to their employer.

31 ANNEX 1 - QUALIFICATIONS

TRANSLATION & TRANSCRIPTION SERVICES

The range of Translator qualifications for this service include, but are not limited to, the below. The Supplier must be able to provide all of the below upon request within the pricing submitted.

Translation:

- Honours degree in the relevant language and/or a degree in Translation.
- QCF Level 7 qualification in translation or an MA in Translation.
- Recognised postgraduate qualification in Translation (for transcribers preferably the Diploma in Public Services Interpreting in the relevant genre).

Transcription:

- Qualifications for Transcription requirements may include the above or those set out for Spoken Face to Face and Video Interpretation and will be clarified at Call Off stage.

TELEPHONE INTERPRETING SERVICES

The range of interpreting qualifications and criteria required for Telephone and Video Interpreting shall include the below. Please note the qualifications listed must be held in the language the interpreter is intended to deliver.

On Demand Telephone Interpretation:

- Level 3 Community Interpreting
- Level 3 Certificate in Bilingual Skills – Police
- Recognised English Degree from Foreign University.
- Level 1 Interpreting

Pre-Booked Telephone Interpretation:

- DPSI Qualification (including Law)
- Diploma in Police Interpreting
- Diploma in Community Interpreting
- QCF Level 6 in Interpretation
- QCF Level 7 in Interpretation
- Honours degree in the relevant language with Interpreting component and/or a degree in Interpreting.
- QCF Level 7 qualification in translation such as the IoLET Diploma in Translation or an MA in Translation
- Level 3 Community Interpreting or equivalent
- Level 4 Community Interpreting or equivalent
- Level 3 Certificate in Bilingual Skills – Police
- Recognised English Degree from Foreign University.

All spoken interpreters must have IELTS of 6.5 or equivalent as a minimum requirement.

SPOKEN FACE TO FACE & VIDEO QUALIFICATIONS

The range of interpreting qualifications and criteria required for Spoken Face to Face and Video Interpreting shall include the below. The qualifications listed must be held in the language the interpreter is intended to deliver.

- DPSI Qualification (including Law)
- Diploma in Police Interpreting
- Diploma in Community Interpreting
- QCF Level 6 in Interpretation
- QCF Level 7 in Interpretation
- Honours degree in the relevant language with Interpreting component and/or a degree in Interpreting.
- QCF Level 7 qualification in translation such as the IoLET Diploma in Translation or an MA in Translation
- Level 3 Community Interpreting or equivalent
- Level 4 Community Interpreting or equivalent
- Level 3 Certificate in Bilingual Skills – Police
- Recognised English Degree from Foreign University.

All spoken interpreters must have IELTS of 6.5 or equivalent as a minimum requirement.

32 ANNEX 2 - BANDINGS

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BAND 1			
English Language Skills (minimum requirement)	Qualifications or Equivalent (The qualifications listed must be held in the language the interpreter is intended to deliver)	Experience	Tasks:
<ul style="list-style-type: none"> Native English Speaker or IELTS 5 or equivalent 	<ul style="list-style-type: none"> Native speaker of the relevant foreign language. QCF Level 2 Interpreting Course 	Less than 100 Hours of Public Sector Interpreting	<ul style="list-style-type: none"> Non-complex conversations. Telephone Interpreting for basic administrative conversations Community Interpreting
BAND 2			
English Language Skills (minimum requirement)	Qualifications or Equivalent (The qualifications listed must be held in the language the interpreter is intended to deliver)	Experience	Tasks:
<ul style="list-style-type: none"> Native English Speaker or IELTS 5 or equivalent 	<ul style="list-style-type: none"> Native speaker of the relevant foreign Language <p>And</p> <ul style="list-style-type: none"> Community Interpreting Certificate or an equivalent qualification at QCF Level 2/3 Interpreting Course <p>And</p> <ul style="list-style-type: none"> Provide documented evidence of language-specific training and/or CPD within the preceding 12 months 	100 Hours of Public Sector Interpreting	<ul style="list-style-type: none"> Non-complex conversations. Telephone Interpreting for basic administrative conversations. Community Interpreting
BAND 3			
English Language Skills (minimum requirement)	Qualifications or Equivalent (The qualifications listed must be held in the language the interpreter is intended to deliver)	Experience	Tasks:
<ul style="list-style-type: none"> Native English Speaker or IELTS 7.5 or equivalent 	<ul style="list-style-type: none"> Diploma in Public Sector Interpreting Diploma in Police Interpreting QCF Level 6 qualification which clearly demonstrates the ability to operate in English and a Foreign Language fluently. <p>And</p> <ul style="list-style-type: none"> Provide documented evidence of language-specific training and/or CPD within the preceding 12 months 	101-400 Hours of Public Sector Interpreting	<ul style="list-style-type: none"> Can deliver complex requirements Can work across the public sector and deliver complex requirements.
BAND 4			
English Language Skills (minimum requirement)	Qualifications or Equivalent (The qualifications listed must be held in the language the interpreter is intended to deliver)	Experience	Tasks:
<ul style="list-style-type: none"> Native English Speaker or IELTS 7.5 or equivalent 	<ul style="list-style-type: none"> Diploma in Public Sector Interpreting Diploma in Police Interpreting QCF Level 6 qualification which clearly demonstrates the ability to operate in English and a Foreign Language fluently. <p>And</p> <ul style="list-style-type: none"> Provide documented evidence of language-specific training and/or CPD within the preceding 12 months 	400-1000 Hours of Public Sector Interpreting	<ul style="list-style-type: none"> Can deliver complex requirements Can work across the public sector and deliver complex requirements.
BAND 5			
English Language Skills (minimum requirement)	Qualifications or Equivalent (The qualifications listed must be held in the language the interpreter is intended to deliver)	Experience	Tasks:
<ul style="list-style-type: none"> Native English Speaker or IELTS 7.5 or equivalent 	<ul style="list-style-type: none"> Diploma in Public Sector Interpreting (with specialism such as Law/Health) Diploma in Police Interpreting QCF Level 7 qualification which clearly demonstrates the ability to operate in English and a Foreign Language fluently. <p>And</p> <ul style="list-style-type: none"> Provide documented evidence of language-specific training and/or CPD within the preceding 12 months 	1000+ Hours of Public Sector Interpreting	<ul style="list-style-type: none"> Can deliver complex requirements Can work across the public sector and deliver complex requirements.

NON SPOKEN INTERPRETATION BANDINGS

REGISTERED SIGN LANGUAGE INTERPRETER – RSLI	
Registered:	Tasks:
<ul style="list-style-type: none"> Registered as a Registered Sign Language Interpreter (RSLI) with the National Registers of Communication Professionals working with Deaf and Deafblind People (NRCPD) or <ul style="list-style-type: none"> Scottish Register of Language Professionals with the Deaf Community. 	<ul style="list-style-type: none"> Can work in all Public Sector settings, dealing with complex requirements.
TRAINEE SIGN LANGUAGE INTERPRETER – TSLI	
Registered:	Tasks:
<ul style="list-style-type: none"> Registered as a Registered Sign Language Interpreter (RSLI) with the National Registers of Communication Professionals working with Deaf and Deafblind People (NRCPD) or <ul style="list-style-type: none"> Scottish Register of Language Professionals with the Deaf Community. 	<ul style="list-style-type: none"> Can work in most Public Sector settings but cannot work in the Criminal Justice System or in Mental Health settings.
REGISTERED INTERPRETER FOR DEAFBLIND PEOPLE	
Registered:	Tasks:
<ul style="list-style-type: none"> Registered as a Registered Sign Language Interpreter (RSLI) with the National Registers of Communication Professionals working with Deaf and Deafblind People (NRCPD) or <ul style="list-style-type: none"> Scottish Register of Language Professionals with the Deaf Community. 	<ul style="list-style-type: none"> Can work in all Public Sector settings, dealing with complex requirements.
REGISTERED TRAINEE INTERPRETER FOR DEAFBLIND PEOPLE	
Registered:	Tasks:
<ul style="list-style-type: none"> Registered as a Registered Sign Language Interpreter (RSLI) with the National Registers of Communication Professionals working with Deaf and Deafblind People (NRCPD) or <ul style="list-style-type: none"> Scottish Register of Language Professionals with the Deaf Community. 	<ul style="list-style-type: none"> Can work in most Public Sector settings but cannot work in the Criminal Justice System or in Mental Health settings.
REGISTERED LIPSPEAKER	
Registered:	Tasks:
<ul style="list-style-type: none"> Registered as a Registered Sign Language Interpreter (RSLI) with the National Registers of Communication Professionals working with Deaf and Deafblind People (NRCPD) or <ul style="list-style-type: none"> Scottish Register of Language Professionals with the Deaf Community. 	<ul style="list-style-type: none"> Can work in all Public Sector settings, dealing with complex requirements.
TRAINEE LIPSPEAKER	
Registered:	Tasks:
<ul style="list-style-type: none"> Registered as a Registered Sign Language Interpreter (RSLI) with the National Registers of Communication Professionals working with Deaf and Deafblind People (NRCPD) or <ul style="list-style-type: none"> Scottish Register of Language Professionals with the Deaf Community. 	<ul style="list-style-type: none"> Can work in most Public Sector settings but cannot work in the Criminal Justice System or in Mental Health settings.
REGISTERED ELECTRONIC OR MANUAL NOTETAKER	
Registered:	Tasks:
<ul style="list-style-type: none"> Registered as a Registered Sign Language Interpreter (RSLI) with the National Registers of Communication Professionals working with Deaf and Deafblind People (NRCPD) or <ul style="list-style-type: none"> Scottish Register of Language Professionals with the Deaf Community. 	<ul style="list-style-type: none"> Can work in all Public Sector settings, dealing with complex requirements.
TRAINEE ELECTRONIC OR MANUAL NOTETAKER	
Registered:	Tasks:
<ul style="list-style-type: none"> Registered as a Registered Sign Language Interpreter (RSLI) with the National Registers of Communication Professionals working with Deaf and Deafblind People (NRCPD) or <ul style="list-style-type: none"> Scottish Register of Language Professionals with the Deaf Community. 	<ul style="list-style-type: none"> Can work in most Public Sector settings but cannot work in the Criminal Justice System or in Mental Health settings.
REGISTERED SPEECH TO TEXT REPORTER	
Registered:	Tasks:

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<ul style="list-style-type: none"> Registered as a Registered Sign Language Interpreter (RSLI) with the National Registers of Communication Professionals working with Deaf and Deafblind People (NRCPD) or <ul style="list-style-type: none"> Scottish Register of Language Professionals with the Deaf Community. 	<ul style="list-style-type: none"> Can work in all Public Sector settings, dealing with complex requirements.
TRAINEE SPEECH TO TEXT REPORTER	
Registered:	Tasks:
<ul style="list-style-type: none"> Registered as a Registered Sign Language Interpreter (RSLI) with the National Registers of Communication Professionals working with Deaf and Deafblind People (NRCPD) or <ul style="list-style-type: none"> Scottish Register of Language Professionals with the Deaf Community. 	<ul style="list-style-type: none"> Can work in most Public Sector settings but cannot work in the Criminal Justice System or in Mental Health settings.

TRANSLATOR BAND		
English Language Skills (minimum requirement)	Qualifications or Equivalent:	Tasks:
<ul style="list-style-type: none"> Native English Speaker or IELTS 7.5 or equivalent 	<ul style="list-style-type: none"> Honours degree in the relevant language and/or a degree in Translation. QCF Level 7 qualification in translation or an MA in Translation. Recognised postgraduate qualification in Translation (for transcribers preferably the Diploma in Public Services Interpreting in the relevant genre. 	<ul style="list-style-type: none"> Can deliver both common and specialist translation requirements.

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33 ANNEX 3 – LANGUAGE LIST

Group A Western European	Group B Eastern European		Group C Asian, Arabic & Oriental		Group D African	Group E Specialist (Rare)
Basque	Albanian	Serbo-Croatian	Arabic	Kyrgyz	Afrikaans	Alcholi
Catalan	Belarussian	Slovak	Armenian	Malay	Algerian	Akan (Asante/Fante)
Danish	Bosnian	Slovenian	Assyrian	Malayalam	Amharic	Bantu
Dutch	Bulgarian	Turkish	Azerbaijani	Mandarin	Bravanese	Bete (Nigeria)
English	Croatian	Ukrainian	Bengali	Marathi	Fulani (Nigeria)	Creole
Flemish	Czech		Burmese	Mongolian	Ga (Ghanaian)	Dinka
French	Estonian		Cantonese	Nepali	Hausa	Konkani (Kannada Script)
German	Finnish		Dari	Pashto	Igbo (Ibo)	Kikongo
Italian	Georgian		Farsi, Eastern (Afghan)	Punjabi	Kinyarwanda	Kikuyu
Norwegian	Greek		Farsi, Western (Persian)	Punjabi (Mirpuri)	Lingala	Kirundi
Portuguese	Hungarian		Gujerati	Sinhalese	Lugandan	Kisii (Kenya)
Spanish	Latvian		Gurmukhi(Punjabi Script)	Sylheti (Bengali)	Ndebele(Zimbabwe)	Krio (SL)
Swedish	Lithuanian		Hakka (China)	Tamil	Shona (Zimbabwe)	Laotian
	Macedonian		Hebrew	Tagalog/Filipino	Oromo (Ethiopia)	Luo (Uganda)
	Maltese		Hindi	Telugu	Somali	Lutora
	Moldovan		Indonesian	Thai	Swahili	Mandingo/Mandinka
	Polish		Japanese	Tibetan	Tigrinya	Mauritian-Creole
	Romanian		Khmer (Cambodian)	Urdu	Twi	Papiamentu
	Russian		Korean	Uzbek	Yoruba	Seychelles-Creole
	Serbian		Kurdish (Sorani)	Vietnamese	Zulu	Wolof
			Kurdish (Kurmanji/Bahdini)			Gaelic (Scottish/Irish)
						Welsh
						Icelandic

34 ANNEX 4 – REGIONAL AREAS

North East	Tees Valley & Durham, Northumberland & Tyne and Wear
North West	Cumbria, Cheshire, Greater Manchester, Lancashire, Merseyside
Yorkshire and the Humber	East Yorkshire & Northern Lincolnshire (Humberside), North Yorkshire, South Yorkshire, West Yorkshire
East Midlands	Derbyshire, Nottinghamshire, Leicestershire, Rutland, Northamptonshire, Lincolnshire
West Midlands	Herefordshire, Worcestershire, Warwickshire, Shropshire, Staffordshire, West Midlands
East of England	East Anglia (Cambridgeshire, Norfolk and Suffolk), Bedfordshire, Hertfordshire, Essex
Greater London	Inner London – West, Inner London – East, Outer London – East and North East, Outer London – South, Outer London – West and North West
South East	Berkshire, Buckinghamshire, Oxfordshire, Surrey, East Sussex, West Sussex, Hampshire, Isle of Wight, Kent
South West	Gloucestershire, Wiltshire, Bristol, Dorset, Somerset, Devon, Cornwall and Isles of Scilly
Wales	West Wales, The Valleys, East Wales
Scotland	Eastern Scotland, South Western Scotland, North Eastern Scotland, Highlands and Islands
Northern Ireland	Northern Ireland
Overseas	World

Framework Schedule 2 (Framework Tender)

NOT USED – REFERENCING ORIGINAL FRAMEWORK RM6141 RESPONSE.

Framework Schedule 3 (Framework Prices)

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

1.1 The Framework Prices:

- 1.1.1 will be used as the basis for the charges and are maximums that the Supplier may charge under each Call Off Contract; and
- 1.1.2 cannot be increased except as in accordance with this Schedule.
- 1.1.3 the Authority reserves the right to review the pricing set out in Annex 1 after two years to determine if the language groups are relevant to the needs of the Buyer.

1.2 The Charges:

- 1.2.1 shall be calculated in accordance with the terms of the Call Off Contract and in particular in accordance with the terms of the Order Form;
 - 1.2.2 cannot be increased except as specifically permitted by the Call Off Contract and in particular shall only be subject to Indexation where specifically stated in the Order Form; and
 - 1.2.3 shall not be impacted by any change to the Framework Prices.
- 1.3 Any variation to the Charges payable under a Call Off Contract must be agreed between the Supplier and the Buyer and implemented using the same procedure for altering Framework Prices in accordance with the provisions of this Framework Schedule 3

2. How Framework Prices are calculated

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

3. Are costs and expenses are included in the Framework Prices

- 3.1 Except as expressly set out in Paragraph 4 below, or otherwise stated in a Call Off Order Form the Framework Prices shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:
 - 3.1.1 incidental expenses such as lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges; or
 - 3.1.2 costs incurred prior to the commencement of any Call Off Contract.

4. When the Supplier can ask to change the Framework Prices

- 4.1 The Framework Prices will be fixed for the first 2 years following the Framework Contract Commencement Date (the date of expiry of such period is a "**Review Date**"). After this Framework Prices can only be

adjusted on each following yearly anniversary (the date of each such anniversary is also a "**Review Date**").

- 4.2 The Supplier shall give CCS at least three (3) Months' notice in writing prior to a Review Date where it wants to request an increase. If the Supplier does not give notice in time then it will only be able to request an increase prior to the next Review Date.
- 4.3 Any notice requesting an increase shall include:
- 4.3.1 a list of the Framework Prices to be reviewed;
 - 4.3.2 for each Framework Price under review, written evidence of the justification for the requested increase including:
 - (a) a breakdown of the profit and cost components that comprise the relevant Framework Price;
 - (b) reasons for the movement in the different identified cost components of the relevant Framework Price;
 - (c) evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components; and
 - (d) evidence that the Supplier's profit component of the relevant Framework Price is no greater than that applying to Framework Prices using the same pricing mechanism as at the Contract Commencement Date.
- 4.4 CCS shall consider each request for a price increase. CCS may grant Approval to an increase at its sole discretion.
- 4.5 Where CCS approves an increase then it will be implemented from the first (1st) Working Day following the relevant Review Date or such later date as CCS may determine at its sole discretion and Annex 1 shall be updated accordingly.

5. Other events that allow the Supplier to change the Framework Prices

- 5.1 The Framework Prices can also be varied (and Annex 1 will be updated accordingly) due to:
- 5.1.1 a Specific Change in Law in accordance with Clause 24;
 - 5.1.2 a review in accordance with insurance requirements in Clause 13;
 - 5.1.3 a request from the Supplier, which it can make at any time, to decrease the Framework Prices; and
 - 5.1.4 indexation, where Annex 1 states that a particular Framework Price or any component is "subject to Indexation" in which event Paragraph 7 below shall apply.
 - 5.1.5 where the Authority reviews the pricing as set in paragraph 1.1.3 and determines there are changes required.

6. When the Framework Prices are linked to inflation

- 6.1 Where the Framework Charges are stated to be "subject to Indexation" they shall be adjusted in line with changes in the Consumer Price Index ("CPI"). All other costs, expenses, fees and charges shall not be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier.
- 6.2 Framework Prices shall not be indexed during the first **2** years following the Framework Contract Commencement Date.
- 6.3 Where Annex 1 states a Framework Price is subject to Indexation then it will be indexed on the date which is **2** years after the Framework Commencement Date to reflect the percentage change in the CPI since the Framework Commencement Date. They shall be indexed on each following yearly anniversary to reflect the percentage change in the CPI since the previous change.
- 6.4 Where the CPI Index:
 - 6.4.1 used to carry out an indexation calculation is updated (for example due to it being provisional) then the indexation calculation shall also be updated unless CPS and the Supplier agree otherwise;
 - 6.4.2 is no longer published, CCS and the Supplier shall agree a fair and reasonable replacement that will have substantially the same effect.

7. When you will be reimbursed for travel and subsistence

- 7.1 Expenses shall only be recoverable where:
 - 7.1.1 the Order Form states that recovery is permitted; and
 - 7.1.2 they are Reimbursable Expenses and are supported by Supporting Documentation set out by the Buyer within the Call Off Contract.
- 7.2 The Buyer shall provide a copy of their current expenses policy to the Supplier upon request.

8. Breakdown of Pricing

- 8.1 The Authority reserves the right to request from the Supplier a breakdown of their Framework pricing for all of their individual service areas, including the following components of the price:
 - Central Overheads
 - Recruitment Costs
 - Operational Costs
 - Interpreter/Translator Costs
 - Technology Costs
 - Infrastructure Costs
 - Profit Margin

Annex 1: Rates and Prices

[Insert: Supplier's pricing matrix for each applicable lot. Annex used after Authority evaluation.]

Framework Schedule 4 (Framework Management)

1. Definitions

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

"Supplier Framework Manager"	1 has the meaning given to it in Paragraph 3.1 of this Schedule; and
"Supplier Review Meetings"	2 has the meaning given to it in Paragraph 3.9 of this Schedule.

2. How CCS and the Supplier will work together

2.1 The successful delivery of this Contract will rely on the ability of the Supplier and CCS to develop a strategic relationship immediately following the conclusion of this Contract and maintaining this relationship throughout the Framework Contract Period.

2.2 To achieve this strategic relationship, there will be a requirement to adopt proactive framework management activities which will be informed by quality Management Information, and the sharing of information between the Supplier and CCS.

2.3 This Schedule outlines the general structures and management activities that the Parties shall follow during the Framework Period.

3. Framework Management

Framework Management Structure

- 3.1 The Supplier shall provide a suitably qualified nominated contact (the **"Supplier Framework Manager"**) who will take overall responsibility for delivering the Goods and/or Services required within this Contract, as well as a suitably qualified deputy to act in their absence.
- 3.2 The Supplier shall put in place a structure to manage this Contract in accordance with Framework Schedule 1 (Specification) and the Performance Indicators.
- 3.3 A governance structure will be agreed between the Parties as soon as reasonably practicable following the Framework Start Date.
- 3.4 Following discussions between the Parties following the Framework Start Date, where requested by CCS, the Supplier shall produce and issue to CCS a draft supplier action plan (the **"Supplier Action Plan"**). CCS shall not unreasonably withhold or delay its agreement to the draft Supplier Action Plan. The Supplier Action Plan shall be agreed between the Parties and come into effect within two weeks from receipt by the Supplier of the draft Supplier Action Plan.

- 3.5 The Supplier Action Plan shall be maintained and updated on an ongoing basis by CCS. Any changes to the Supplier Action Plan shall be notified by CCS to the Supplier. The Supplier shall not unreasonably withhold its agreement to any changes to the Supplier Action Plan. Any such changes shall, unless CCS otherwise Approves, be agreed between the Parties and come into effect within two weeks from receipt by the Supplier of CCS's notification.
- 3.6 The Supplier agrees to comply with its obligations in the Supplier Action Plan as updated from time to time.
- 3.7 The Supplier shall comply with all requests from CCS in regard to compliance requirements as required including:
 - 3.7.1 D&B risk failure score monitoring;
 - 3.7.2 regular evidence that the Required Insurances and Additional Insurances have been renewed and maintained;
 - 3.7.3 invoice payment performance; and
 - 3.7.4 verification of required accreditations & certifications.
- 3.8 Suppliers should participate in further competitions when identified as part of the final bidder list. Failure to bid on further competitions without an acceptable reason may result in the Supplier being suspended from the Framework, in accordance with Clause 10.8 (Partially ending and suspending the contract), for a period as decided by CCS.

Supplier Review Meetings

- 3.9 Regular performance review meetings will take place at CCS's premises throughout the Framework Contract Period ("**Supplier Review Meetings**") at such times and frequencies as CCS determine from time to time (which are anticipated to be once every Month or less). The Parties shall be flexible about the timings of these meetings.
- 3.10 The Supplier Review Meetings will review the Supplier's performance under this Contract and, where applicable, the Supplier's adherence to the Supplier Action Plan. The agenda for each Supplier Review Meeting shall be set by CCS and sent to the Supplier in advance.
- 3.11 The Supplier Review Meetings shall be attended, as a minimum, by CCS Representative(s) and the Supplier Framework Manager.

4. How the Supplier's Performance will be measured

4.1 The Supplier's performance will be measured by the following Performance Indicators ("PI"):

Performance Indicator (PI)	PI Target	Measured by
Framework Management		
MI to be returned to CCS by 5th working day of each month	100%	Receipt via MISO System
All Framework Levy invoices to be paid within 30 days of issue	100%	Receipt by finance department/system.
Compliance		
Completion of Annual Self Audit	100%	Receipt by CCS
Actions from Annual Self Audit to be completed by agreed deadline	100%	Receipt by CAM
Supplier to submit documents to support compliance checks as per Framework Schedule 1 (Compliance) within 5 working days of being requested.	100%	Receipt by CCS
Compliance checks demonstrate Supplier is acting in according with Framework Schedule 1 section 3.3 (Compliance)	95%	Check undertaken by CCS
All mandatory certification is kept up to date	100%	Check undertaken by CCS
Supplier must notify CAM of any contract extension or new contracts under the Framework within 5 working days.	100%	Check undertaken by CCS
CUSTOMER SATISFACTION		
Customer Satisfaction (Quality of Service)	8 or above	CCS to undertake a survey quarterly

Framework Schedule 4 (Framework Management)

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Customer Satisfaction (Account Management)	8 or above	CCS to undertake a survey quarterly
Customer Satisfaction (Fulfilment)	8 or above	CCS to undertake a survey quarterly
COMPLAINTS		
All complaints to be recorded as received within 24 hours of receipt	95%	CCS to undertake ad hoc checks
All complaints to be dealt with in full within 5 working days	95%	Quarterly review of MI by CCS

- 4.2 The Supplier shall comply with the PIs and establish processes to monitor its performance against them and the Supplier's achievement of PIs shall be reviewed during the Supplier Review Meetings.
- 4.3 CCS reserves the right to adjust, introduce, or remove PIs throughout the Framework Contract Period, however any significant changes to PIs shall be agreed between CCS and the Supplier in accordance with the Variation Procedure.
- 4.4 CCS reserves the right to use and publish the performance of the Supplier against the PIs without restriction.

5. What the Supplier must do to measure their performance

- 5.1 The Supplier shall cooperate in good faith with CCS to develop efficiency tracking performance measures for this Contract. This shall include the following (but this list is not exhaustive and may be developed during the Framework Contract Period):
- 5.1.1 tracking reductions in product volumes and product costs, in order to demonstrate that Buyers are consuming less and buying more smartly;
 - 5.1.2 developing additional PIs to ensure that this Contract supports the emerging target operating model across central government (particularly in line with centralised sourcing and category management, procurement delivery centres and payment processing systems and shared service centres).
- 5.2 The metrics that are to be implemented to measure efficiency shall be developed and agreed between CCS and the Supplier. Such metrics shall be incorporated into the list of PIs set out in this Schedule.
- 5.3 The ongoing progress and development of the efficiency tracking performance measures shall be reported through framework management activities as outlined in this Schedule.

6. What to do if CCS and the Buyer can't agree about the performance

- 6.1 In the event that CCS and the Supplier are unable to agree the performance score for any PI during a Supplier Review Meeting, the disputed score shall be recorded and the matter shall be referred to CCS Representative and the Supplier Authorised Representative in order to determine the best course of action to resolve the matter (which may involve organising an ad-hoc meeting to discuss the performance issue specifically).
- 6.2 In cases where CCS Representative and the Supplier Authorised Representative fail to reach a solution within a reasonable period of time, the matter shall be referred to the Dispute Resolution Procedure.

7. Marketing

- 7.1 The Supplier shall ensure that a person is appointed as Marketing Contact who shall be responsible for the marketing obligations of the Supplier in relation to this Contract.

How the Supplier must contribute to CCS publications

- 7.2 The Supplier shall supply current information relating to the Goods and/or Services it offers for inclusion in CCS marketing materials when required by CCS from time to time.
- 7.3 Such information shall be provided in such form and at such time as CCS may request.
- 7.4 Failure to comply with the provisions of Paragraphs 7.2 and 7.3 may result in the Supplier's exclusion from the use of such marketing materials.

What Suppliers can say in its own publications

- 7.5 All marketing materials produced by the Supplier in relation to this Framework shall at all times comply with the CCS branding guidance at <https://www.gov.uk/government/publications/crown-commercial-service-supplier-logo-and-brand-guidelines>.
- 7.6 The Supplier will periodically update and revise its marketing materials to ensure ongoing compliance.
- 7.7 The Supplier shall regularly review the content of any information which appears on its website and which relates to each Contract and ensure that such information is up to date at all times.
- 7.8 The Supplier shall obtain all appropriate approvals prior to publishing any content in relation to a Contract with that Party using any media, including on any electronic medium, and the Supplier will ensure that such content is regularly maintained and updated. In the event that the Supplier fails to maintain or update the content, CCS or the relevant Buyer may give the Supplier notice to rectify the failure and if the failure is not rectified its reasonable satisfaction within one (1) Month of receipt of such notice, and shall have the right to remove such content itself or require that the Supplier immediately arranges the removal of such content.

8. Where CCS might oversee parts of the Call-Off Contracts

8.1 CCS shall have oversight of certain processes which are operated under Call-Off Contracts. Such oversight shall be provided in relation to the operation of the following Schedules in each Call-Off Contract:

- 8.1.1 Call-Off Schedule 3 (Continuous Improvement);
- 8.1.2 Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- 8.1.3 Call-Off Schedule 9 (Security);
- 8.1.4 Call-Off Schedule 16 (Benchmarking)
(the "**Supported Schedules**")

How the Supplier must support CCS involvement

8.2 The Supplier shall co-operate as reasonably required by CCS in relation to the Supported Schedules including:

- 8.2.1 provision of information;
- 8.2.2 allowing CCS to act as agent for the Buyers under the Supported Schedules for such matters as CCS may notify to the Supplier from time to time; and
- 8.2.3 such other matters as CCS may notify to the Supplier from time to time.

Where CCS might manage the process for Buyers collectively

8.3 In addition to general oversight as referred to above the following specific oversight shall apply to the individual Supported Schedules:

- 8.3.1 Call-Off Schedule 3 (Continuous Improvement) - the Supplier shall:
 - (a) adopt a policy of continuous improvement in relation to the Deliverables;
 - (b) create, maintain and update a continuous improvement plan for improving the provision of the Deliverables and/or reducing the Charges and, where requested by CCS, incorporate any improvement identified in accordance with the Variation Procedure.
- 8.3.2 Call-Off Schedule 8 (Business Continuity and Disaster Recovery) - the Supplier shall:
 - (a) create and hold a template BCDR plan that can be used by each Buyer and shall make it available to CCS so that it can be published to potential Buyers; and

- (b) notify CCS in the event of the invocation or potential invocation of any BCDR plan and the Supplier shall provide such support as CCS may reasonably require to coordinate the application of BCDR plans across all Call Off Agreements.]

8.3.3 Call-Off Schedule 9 (Security) - the Supplier shall:

- (a) create and hold a template Security Plan that can be used by each Buyer and shall make it available to CCS so that it can be published to potential Buyers; and
- (b) notify CCS in the event of breach of any Security Plan and the Supplier shall provide such support as CCS may reasonably require to coordinate the application of Security Plans across all Call Off Agreements.]

8.3.4 Call-Off Schedule 16 (Benchmarking) - the Supplier:

- (a) shall notify CCS in the event that any benchmarker is appointed in respect of any Call Off Agreement and the Supplier recognises that CCS may want to co-ordinate how benchmarking is conducted across multiple Call Off Agreements;
- (b) shall where CCS is appointed as agent by Buyers in respect of benchmarking, co-operate with CCS in order to operate the benchmarking as efficiently as possible.

agrees that notwithstanding the remainder of Clause 15 (Confidentiality) in the Core Terms, CCS shall be entitled to publish the results of any benchmarking of the Framework Prices to Other Contracting Authorities (subject to the other party entering into reasonable confidentiality undertakings).

Framework Schedule 5 (Management Charges and Information)

1. How to provide management information to CCS

1.1 The Supplier shall, at no charge, provide timely, full, accurate and complete MI Reports to CCS which incorporate the data, in the correct format, required by the MI Reporting Template and such guidance that CCS may issue from time to time.

1.2 The initial **MI Reporting Template** is set out in the Annex to this Schedule and CCS may change it from time to time (including the data required and/or format) and issue a replacement version. CCS shall give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used. The Supplier may not make any amendment to the current MI Reporting Template without the prior Approval of CCS.

2 Reporting period

2.1 **MI Reports** must be completed and returned to CCS by the fifth working day of every month during the framework period and thereafter until all transactions relating to call-off contracts have permanently ceased. If at any point there is a period of a month where no reportable transactions occur, then a declaration must be made confirming no business has been conducted, in place of data submission.

2.2 In an MI Report, the Supplier should report contract data that is one month in arrears. For example, if an invoice is raised for October but the work was actually completed in September, the Supplier must report the invoice in October's MI Report and not September's. Each Order received by the Supplier must be reported only once, i.e. when the Order is received.

3. Submitting the information

3.1 MI Reports shall be completed electronically and uploaded to the CCS data submission service available at:
<https://www.reportmi.crowncommercial.gov.uk>

3.2 CCS may reasonably require that MI Reports be submitted by an alternative means such as email.

3.3 Where requested by CCS, the Supplier shall provide Management Information to a Buyer as specified by CCS.

3.4 The Supplier shall:

3.4.1 promptly after the Framework Start Date provide an e-mail and/or postal address to which CCS will send invoices for the Management Charge and monthly statements relating to the invoicing of the Management Charge;

3.4.2 promptly after the Framework Start Date provide at least one contact name and contact details for the purposes of queries relating to either Management Information or invoicing; and

3.4.3 immediately notify CCS of any changes to the details previously provided to CCS under this Paragraph 3.4.

3.5 Invoicing queries; the Supplier shall notify CCS of any changes to these details.”

4. How CCS can use the Management Information

4.1 The Supplier grants CCS a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to:

4.1.1 use and to share with any Buyer, Other Contracting Authority and Relevant Person; and/or

4.1.2 publish (subject to any information that is exempt from disclosure in accordance with the provisions of FOIA, being redacted),
any Management Information supplied to CCS for CCS' normal operational activities including administering this Contract and/or all Call-Off Contracts, monitoring public sector expenditure, identifying savings or potential savings and planning future procurement activity.

4.2 CCS may consult with the Supplier to inform its decision to publish information. However, CCS shall retain absolute discretion regarding the extent, content and format of any disclosure.

4.3 Following receipt of the completed MI Report, CCS shall invoice the Supplier for the Management Charge payable for the Month to which the MI report relates.

5. Paying the Management Charge

5.1 The **Management Charge** excludes VAT which is payable on provision of a valid VAT invoice.

5.2 The Supplier shall pay CCS the Management Charge (and other charges payable in accordance with this Schedule) in cleared funds within 30 days of receipt by the Supplier of an undisputed invoice to such bank or building society account set out in the invoice.

6. What happens if the Management Charge is not paid?

6.1 Payment of undisputed and valid CCS invoices should be completed within thirty (30) days. CCS may take action on outstanding invoices by:

6.1.1 issuing the supplier with reminders that an invoice payment is due and/or overdue;

6.1.2 charging statutory interest and charges on overdue invoices, as per the Late Payment of Commercial Debts (Interest) Act 1998;

6.1.3 suspending the supplier from the agreement until such time that overdue invoices are paid; and/or

6.1.4 terminating this contract.

7. What happens if the Management Information is wrong?

- 7.1 If the Supplier or CCS identify error(s) and/or omission(s) in historic MI Report(s), the Supplier must provide corrected MI report(s) to CCS on or before the date when the next MI Report is due. Corrections may be either in the form of an addendum to the next MI submission, or a resubmission of existing historic returns, at the discretion of CCS.
- 7.2 Following an **MI Failure**, CCS may issue reminders to the Supplier and require the Supplier to correctly complete the MI Report. The Supplier shall rectify any deficient or incomplete MI Report as soon as possible and not more than five (5) Working Days following receipt of any such reminder.

Meetings

- 7.3 The Supplier agrees to attend meetings between the Parties in person to discuss the circumstances of any MI Failure(s) at the request of CCS. If CCS requests such a meeting the Supplier shall propose and document measures as part of a Rectification Plan to ensure that the MI Failure(s) are corrected and do not occur in the future.

Admin fees

- 7.4 If, in any rolling three (3) Month period, two (2) or more MI Failures occur, the Supplier acknowledges and agrees that CCS shall have the right to invoice the Supplier Admin Fee(s) with respect to any MI Failures as they arise in subsequent Months.
- 7.5 The Supplier acknowledges and agrees that the Admin Fees are a fair reflection of the additional costs incurred by CCS as a result of the Supplier failing to provide Management Information as required by this Contract.

8. What happens if Management Information Reports are not provided?

- 8.1 If two (2) MI Reports are not provided in any rolling six (6) month period then an **MI Default** shall be deemed to have occurred and CCS shall be entitled to:
- 8.1.1 charge and the Supplier shall pay a **Default Management Charge** in respect of the Months in which the MI Default occurred and subsequent Months in which they continue, calculated in accordance with Paragraph 8.2.1 and/or
 - 8.1.2 suspend the Supplier from the agreement until such time that deficient MI reports(s) are rectified; and/or
 - 8.1.3 terminate this Contract.
- 8.2 The Default Management Charge shall be the higher of:
- 8.2.1 the average Management Charge paid or payable by the Supplier in the previous six (6) Month period or, if the MI Default occurred within less than six (6) months from the commencement date of the first Call-Off Contract, in the whole period preceding the date on which the MI Default occurred; or
 - 8.2.2 the sum of five hundred pounds (£500).

Framework Schedule 5 (Management Charges and Information)

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8.3 If the Supplier provides sufficient Management Information to rectify any MI Default(s) to the satisfaction of CCS and the Management Information demonstrates that:

- 8.3.1 the Supplier has overpaid the Management Charge as a result of the application of the Default Management Charge then the Supplier shall be entitled to a refund of the overpayment, net of any Admin Fees where applicable; or
- 8.3.2 the Supplier has underpaid the Management Charge during the period when a Default Management Charge was applied, then CCS shall be entitled to immediate payment of the balance as a debt together with interest.

Annex: MI Reporting Template



RM6141 Lang Serv
MI Template DRAFT v

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: **701715450**

THE BUYER: **REDACTED** Under FOIA Section 40 Personal Information

BUYER ADDRESS
Def Comrcl-HO SDC1
HEAD OFFICE & CORPORATE SERVICES
Room 1.4.28, Centurion Building
Grange Road, GOSPORT
Hampshire, PO13 9XA

THE SUPPLIER: EMPIRE GROUP UK LIMITED

SUPPLIER ADDRESS:
Empire House
College Road
Rochdale
Lancashire
OL12 6AE

REGISTRATION NUMBER: 07738978

DUNS NUMBER:

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 7th June 2022.

It's issued under the Framework Contract with the reference number RM6141, for the provision of Translation, Transcription and Ancillary Services.

CALL-OFF LOT(S):

Lot 2.

CALL-OFF INCORPORATED TERMS

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

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

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1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6141.
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6141
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for RM6141
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 17 (MOD Terms)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.8)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6141
6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

CALL-OFF SPECIAL TERMS

SECURITY

1. The Authority will issue a Security and Personal Data Aspects Letter which will define the matter that is furnished, or which is to be developed.

Access to Authority Information/Personally Identifiable Information (PII)

2. Access must be confined to those individuals who have a “need-to-know” and whose access is essential for the purpose of his or her duties.

3. The Contractor must ensure that all staff having access to Authority information/PII and assets undergo a Baseline Personnel Security Standard (BPSS) and hold a National Security Vetting Counter Terrorist Check (CTC).
4. The Contractor must ensure all that staff having access to Authority information/PII have completed Defence Information Management Passport. Completing this training is mandatory requirement for all MoD Civilian, Contractors or Military personnel who have routine access to personal information as defined under Data Protection Legislation.
5. The Contractor must have processes in place to prevent access to Authority information/PII once a staff member has left the employ of the company.

Protection of Authority Information/PII

6. Authority information/PII must be protected in a manner to promote discretion in order to avoid unauthorised access. The Contractor must take every effort to prevent the loss or compromise of the information or deliberate or opportunist attack.
7. Disclosure of Authority information/PII must be strictly in accordance with the "need to know" principle. Except with the written consent of the Authority, the Contractor must not disclose the Contract or any provision thereof to any person other than a person directly employed by the Contractor.
8. The Contractor must mark all documents which he or she originates or copies during the Contract with the appropriate Protective Marking and Descriptor as requested by the Authority and in line with the Cabinet Office Government Security Classifications (GSC) Policy.
9. The contractor must complete a Data Protection Impact Assessment (DPIA), a mandatory requirement when processing personal data, in line with Data Protection Legislation.
10. When not in use all Authority information/PII in hardcopy form must be stored in an appropriate lockable cabinet commensurate with its Protective Marking.

Processing of Authority Information/PII

11. The Contractor must process all Authority information/PII in relation to this contract in the United Kingdom.

Transmission of Authority Information/PII

12. Protectively Marked documents shall be transmitted where possible via secure electronic means, both within and outside the company premises in such a way as to make sure that no unauthorised person has access. Where secure electronic transfer is not available documents must be sent by track-able mail service in a single envelope.
13. The Protective Marking must NOT appear on the envelope.

14. The envelope should bear a company stamp / return address that clearly indicates the full address of the office from which it was sent.
15. Advice on the transmission of Protectively Marked documents abroad shall be sought from the Authority.

Destruction and Disposal of Authority Data

16. Authority information/PII must be destroyed in such a way as to make reconstruction unlikely or impossible, for example, by incinerating or shredding to an output of no more than 4 mm x 15 mm. Unwanted protectively marked information which cannot be destroyed in such a way shall be returned to the Authority in an agreed manner.
17. Contractor CIS used to process, store or transmit Authority PMI must be disposed of in accordance with the Centre for the Protection of National Infrastructure (Secure Destruction) [Secure Destruction | CPNI](#) and in consultation with the Authority.

Communications and Information Systems

18. The Contractors Communications and Information Systems (CIS) that handles stores and processes Authority PII must comply with the mandatory requirements of the HMG Government Functional Standard GoVS007: Security, and Protecting Bulk Personal Data

[Government Functional Standard GovS 007: Security - GOV.UK \(www.gov.uk\)](#)

[Protecting bulk personal data - NCSC.GOV.UK](#)

19. The Authority will accept documented independent certification of the Contractors Information Security Management System (SMS) i.e. a current ISO/EC 27001 certificate, as confirmation of compliance with the mandatory requirements of the HMG Government Functional Standard GoVS007: Security, and Protecting Bulk Personal Data

[Government Functional Standard GovS 007: Security - GOV.UK \(www.gov.uk\)](#)

[Protecting bulk personal data - NCSC.GOV.UK](#)

20. Authority information/PII must not be downloaded to personal IT devices.
21. Portable CIS holding Authority supplied information must, as a minimum, have a FIPS 140-2 approved full disk encryption solution installed.
22. Any token, touch memory device or password(s) associated with the encryption package must be kept separate from the machine whenever the machine is not in use, left unattended or in transit.
23. Portable CIS devices are not to be left unattended in any public location. They are not to be left unattended in any motor vehicles either in view or in the boot or luggage compartment at any time.

Removable Media

24. The Contractor is not permitted to process, store or transfer Authority information/PII to removable media. For the avoidance of doubt the term Removable Media covers: memory sticks, compact flash, recordable optical media (e.g. CDs and DVDs), floppy discs and external hard drives, memory cards.

Incident Reporting

29. Any suspected or actual security incident involving any Authority owned, processed or generated information must be immediately reported to the Authority Integrated Assurance Team

30. The Contractor must have appropriate procedures in place for dealing with security incident management.

Information Security

31. All documents must be transmitted both within and outside the Contractor's premises, in such a way as to ensure that no unauthorised person has access to them.

32. All translators and transcribers must comply with the instructions as to the storage, destruction, deletion or return of any material (of whatever nature) to the Authority as required.

CONTRACT TERM

CALL-OFF CURRENT START DATE: 7th June 2022.

CALL-OFF CURRENT EXPIRY DATE: 31st March 2024.

CALL-OFF INITIAL PERIOD: 2 Years.

CALL-OFF 1 YEAR EXTENTION: 31st March 2025
(Not offered at present. By Authority invitation, in writing only)

CALL-OFF DELIVERABLES

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

MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£33,000.00** (Thirty three thousand pounds).

CALL-OFF CHARGES

Option B: See details in Call-Off Schedule 5 (Pricing Details).

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

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

- Indexation
- Specific Change in Law

REIMBURSABLE EXPENSES

None.

PAYMENT METHOD

Payment for services under the Translation Services Contract shall be made via the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

BUYER'S REPRESENTATIVE AND INVOICE ADDRESS:

REDACTED Under FOIA Section 40 Personal Information

BUYER'S AUTHORISED COMMERCIAL REPRESENTATIVE:

REDACTED Under FOIA Section 40 Personal Information

BUYER'S SECURITY REPRESENTATIVE:

REDACTED Under FOIA Section 40 Personal Information

BUYER'S ENVIRONMENTAL POLICY

Covered under Call Off Schedule 17, 20 and throughout.

BUYER'S SECURITY POLICY

Covered under Call Off Schedule 9, 17, 20 and throughout.

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED Under FOIA Section 40 Personal Information

SUPPLIER'S CONTRACT MANAGER

REDACTED Under FOIA Section 40 Personal Information

PROGRESS AND PERFORMANCE REPORT FREQUENCY

Monthly, during the first Working Week of each calendar month commencing July 2022

PROGRESS AND PERFORMANCE REVIEW MEETING FREQUENCY

Quarterly, during the first Working Week of each quarter commencing September 2022

SUPPLIER REVIEW BOARD FREQUENCY

Annually, to be agreed between the Authority and the Supplier but the initial Board to take place no later than 31st March 2023

KEY STAFF

REDACTED Under FOIA Section 40 Personal Information

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Not Applicable.

ADDITIONAL INSURANCES

Not Applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender).

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

Framework Schedule 7 (Call-Off Award Procedure)

Part 1: Order Procedure

1. How a Call-Off Contract is awarded

- 1.1 If a potential Buyer decides to source Deliverables through this Contract then it will award its Deliverables in accordance with the procedure in this Schedule and the requirements of the Regulations.
- 1.2 If the potential Buyer can determine that:
 - 1.2.1 its Deliverables can be met by the Suppliers' catalogues and description of the Deliverables as set out in Framework Schedule 1 (Specification) and Framework Schedule 2 (Framework Tender); and
 - 1.2.2 all of the terms of the proposed Call-Off Contract are laid down in this Contract and do not require amendment or any supplementary terms and conditions;

then the Buyer may award a Call-Off Contract in accordance with the procedure set out in Paragraph 2 below.

- 1.3 If all of the terms of the proposed Call-Off Contract are not laid down in this Contract and the potential Buyer:
 - 1.3.1 requires the Supplier to develop proposals or a solution in respect of such Deliverables; and/or
 - 1.3.2 needs to amend or refine the terms of the Framework Contract to reflect its Deliverables to the extent permitted by and in accordance with the Regulations;

then the Buyer may award a Call-Off Contract in accordance with the Further Competition Procedure set out in Paragraph 3 below.

2. How a direct award works

- 2.1 Subject to Paragraph 1.2 above the Buyer awarding a Call-Off Contract under this Contract without holding a further competition shall:
 - 2.1.1 develop a clear Statement of Requirements;
 - 2.1.2 apply the direct award criteria to the Suppliers' catalogues and description of the Deliverables as set out in Framework Schedule 1 (Specification) and Framework Schedule 2 (Framework Tender) for all Suppliers capable of meeting the Statement of Requirements in order to establish which Supplier provides the most economically advantageous solution; and
 - 2.1.3 on the basis set out above, award the Call-Off Contract with the successful Supplier in accordance with Paragraph 6 below.

3. How a further competition works

What the Buyer has to do

- 3.1 The Buyer awarding a Call-Off Contract under this Contract through a Further Competition Procedure shall:
- 3.1.1 develop a Statement of Requirements setting out its requirements for the Deliverables and identify the Suppliers capable of supplying the them;
 - 3.1.2 amend or refine the Deliverables to reflect its requirements by using the Order Form only to the extent permitted by and in accordance with the requirements of the Regulations;
 - 3.1.3 invite tenders by conducting a Further Competition Procedure for its Deliverables in accordance with the Regulations and in particular:
 - (a) if an Electronic Reverse Auction (as defined in Paragraph 7 below) is to be held, the Buyer shall notify the Suppliers identified in accordance with Paragraph 3.1.1 and shall conduct the Further Competition Procedure in accordance with the procedures set out in Paragraph 3; or
 - (b) if an Electronic Reverse Auction is not used, the Buyer shall:
 - (i) invite the Suppliers identified in accordance with Paragraph 3.1.1 to submit a tender in writing for each proposed Call-Off Contract to be awarded by giving written notice by email to the relevant Supplier Representative of each Supplier;
 - (ii) set a time limit for the receipt by it of the tenders which takes into account factors such as the complexity of the subject matter of the proposed Call-Off Contract and the time needed to submit tenders; and
 - (iii) keep each tender confidential until the time limit set out for the return of tenders has expired.
 - 3.1.4 apply the further competition award criteria to the Suppliers' compliant tenders submitted through the Further Competition Procedure as the basis of its decision to award a Call-Off Contract for its Deliverables;
 - 3.1.5 on the basis set out above, award its Call-Off Contract to the successful Supplier in accordance with Paragraph 6. The Call-Off Contract shall:
 - (a) state the Deliverables;
 - (b) state the tender submitted by the successful Supplier;
 - (c) state the charges payable for the Deliverables in accordance

- with the tender submitted by the successful Supplier; and
 - (d) incorporate the terms [of the Order Form and Contract] (as may be amended or refined by the Buyer in accordance with Paragraph 3.1.2. above) applicable to the Deliverables,
- 3.1.6 provide unsuccessful Suppliers with written feedback in relation to the reasons why their tenders were unsuccessful.

What the Supplier has to do

- 3.2 The Supplier shall in writing, by the time and date by the time and date specified by the Buyer following an invitation to tender pursuant to Paragraph 3.1.3 above, provide CCS and the Buyer with either:
- 3.2.1 a statement to the effect that it does not wish to tender in relation to the Deliverables; or
 - 3.2.2 the full details of its tender made in respect of the relevant Statement of Requirements. In the event that the Supplier submits such a tender, it should include, as a minimum:
 - (a) an email response subject line to comprise unique reference number and Supplier name, so as to clearly identify the Supplier;
 - (b) a brief summary, in the email (followed by a confirmation letter), stating that the Supplier is bidding for the Statement of Requirements;
 - (c) a proposal covering the Deliverables;
 - (d) CVs of key staff – as a minimum any lead consultant, with others, as considered appropriate along with required staff levels (if necessary); and
 - (e) confirmation of discounts applicable to the Deliverables, as referenced in Framework Schedule 3 (Framework Prices) (if applicable).
 - 3.2.3 The Supplier shall ensure that any prices submitted in relation to a Further Competition Procedure held pursuant to this Paragraph 3 shall be based on the Charging Structure and take into account any discount to which the Buyer may be entitled as set out in Framework Schedule 3 (Framework Prices).
 - 3.2.4 The Supplier agrees that:
 - (a) all tenders submitted by the Supplier in relation to a Further Competition Procedure held pursuant to this Paragraph 3 shall remain open for acceptance by the Buyer for ninety (90) Working Days (or such other period specified in the invitation to tender issued by the Buyer in accordance with the Call-Off

Procedure); and

- (b) all tenders submitted by the Supplier are made and will be made in good faith and that the Supplier has not fixed or adjusted and will not fix or adjust the price of the tender by or in accordance with any agreement or arrangement with any other person. The Supplier certifies that it has not and undertakes that it will not:
 - (i) communicate to any person other than the person inviting these tenders the amount or approximate amount of the tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain quotations required for the preparation of the tender; and
 - (ii) enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from submitting a tender or as to the amount of any tenders to be submitted.

4. No requirement to award

- 4.1 Notwithstanding the fact that the Buyer has followed a procedure as set out above in Paragraph 2 or 3 (as applicable), the Supplier acknowledges and agrees that the Buyer shall be entitled at all times to decline to make an award for its Deliverables and that nothing in this Contract shall oblige the Buyer to award any Call-Off Contract.

5. Who is responsible for the award

- 5.1 The Supplier acknowledges that the Buyer is independently responsible for the conduct of its award of Call-Off Contracts under this Contract and that CCS is not responsible or accountable for and shall have no liability whatsoever, except where it is the Buyer, in relation to:
 - 5.1.1 the conduct of Buyer in relation to this Contract; or
 - 5.1.2 the performance or non-performance of any Call-Off Contracts between the Supplier and Buyer entered into pursuant to this Contract.

6. Awarding and creating a Call-Off contract

- 6.1 Subject to Paragraphs 1 to 5 above and 7, a Buyer may award a Call-Off Contract with the Supplier by sending (including electronically) a signed order form substantially in the form (as may be amended or refined by the Buyer in accordance with Paragraph 3.1.2 above) of the Order Form Template set out in Framework Schedule 6 (Order Form Template and Call-Off Schedules).
- 6.2 The Parties agree that any document or communication (including any document or communication in the apparent form of a Call-Off Contract)

which is not as described in this Paragraph 6 shall not constitute a Call-Off Contract under this Contract.

- 6.3 On receipt of an order form as described in Paragraph 6.1 from a Buyer the Supplier shall accept the Call-Off Contract by promptly signing and returning (including by electronic means) a copy of the order form to the Buyer concerned.
- 6.4 On receipt of the countersigned Order Form from the Supplier, the Buyer shall send (including by electronic means) a written notice of receipt to the Supplier within two (2) Working Days and the Call Off Contract shall be formed with effect from the Call Off Start Date stated in the Order Form.

7. How e-auctions work

- 7.1 The Buyer shall be entitled to include a reverse auction in the Further Competition Procedure in accordance with the rules laid down by the Buyer and the Regulations.
- 7.2 Where Buyer wishes to undertake an electronic reverse auction, where Suppliers compete in real time by bidding as the auction unfolds ("**Electronic Reverse Auction**") then before undertaking it, the Buyer will make an initial full evaluation of all tenders received in response to its Statement of Requirements. The Buyer will then invite to the Electronic Reverse Auction only those tenders that are admissible in accordance with the Regulations. The invitation shall be accompanied by the outcome of the full initial evaluation of the relevant tenders.
- 7.3 The Buyer will inform the Suppliers of the specification for the Electronic Reverse Auction which shall include:
- (a) the information to be provided at auction, which must be expressed in figures or percentages of the specified quantifiable features;
 - (b) the mathematical formula to be used to determine automatic ranking of bids on the basis of new prices and/or new values submitted;
 - (c) any limits on the values which may be submitted;
 - (d) a description of any information which will be made available to Suppliers in the course of the Electronic Reverse Auction, and when it will be made available to them;
 - (e) the conditions under which Suppliers will be able to bid and, in particular, the minimum differences which will, where appropriate, be required when bidding;
 - (f) relevant information concerning the electronic equipment used and the arrangements and technical specification for connection;
 - (g) subject to Paragraph 7.5, the date and time of the start of the Electronic Reverse Auction; and
 - (h) details of when and how the Electronic Reverse Auction will close.

Framework Schedule 7 (Call-Off Award Procedure)

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- 7.4 The Electronic Reverse Auction may not start sooner than two (2) Working Days after the date on which the specification for the Electronic Reverse Auction has been issued.
- 7.5 Throughout each phase of the Electronic Reverse Auction the Buyer will communicate to all Suppliers sufficient information to enable them to ascertain their relative ranking.
- 7.6 The Supplier acknowledges and agrees that:
 - (a) the Buyer and its officers, servants, agents, group companies, assignees and customers (including CCS) do not guarantee that its access to the Electronic Reverse Auction will be uninterrupted or error-free;
 - (b) its access to the Electronic Reverse Auction may occasionally be restricted to allow for repairs or maintenance; and
 - (c) it will comply with all such rules that may be imposed by the Buyer in relation to the operation of the Electronic Reverse Auction.
- 7.7 The Buyer will close the Electronic Reverse Auction on the basis of:
 - (a) a date and time fixed in advance;
 - (b) when no new prices or values meeting the minimum differences required pursuant to Paragraph 7.3 have been received within the prescribed elapsed time period; or
- 7.7.2 when all the phases have been completed.

Part 2: Award Criteria

1. This Part 2 lays out award criteria for direct award (Annex A) and for further competition (Annex B) in accordance with the Call-Off Procedure.
2. A Call-Off Contract may be awarded on the basis of most economically advantageous tender ("MEAT").

Annex A: Direct Award Criteria

The following criteria and weightings shall apply to the evaluation for direct award of each Call-Off.

1. The Direct Award Criteria applied to the tenders of those Suppliers appointed to this Framework Contract shall be as follows: Criteria Value for money: e.g. the Buyer believes that the Supplier provides demonstrable value for money, which may include but is not limited to:

- Cost effectiveness;
- Price; and
- Quality.

Annex B: Further Competition Award Criteria

The following criteria and weightings shall apply to the evaluation of tenders received through the Further Competition Procedure:

Criteria	Relative weighting percentage
Quality	70% (ability to increase by 15% at customer's discretion).
Price	30% (maximum)

Framework Schedule 8 (Self Audit Certificate)

You must ensure that this annual certificate is completed and sent to the CCS Authorised Representative at the end of each Contract Year

In accordance with Clause 6 (Record keeping and reporting) of the Framework Ref: RM6141 entered into on [Insert Framework Start Date dd/mm/yyyy] between [Insert Supplier name] and CCS, we confirm the following:

1. In our opinion based on the testing undertaken [Insert Supplier name] is successfully identifying, recording and reporting on Framework Contract activity.
2. We have tested a sample of 10% or 100 Orders (whichever is less) and related invoices during our audit for the Contract Year ending [Insert dd/mm/yyyy] and confirm that they are correct and in accordance with the Framework Contract.
3. We have tested a sample of 20 Orders and related invoices:
 - for the same or similar Deliverables
 - for the UK public sector
 - not supplied under the Framework Contract
 - during our audit for the Contract Year ending [Insert dd/mm/yyyy]

We confirm that the Orders and invoices have been procured under an appropriate and legitimate procurement route and could not have been procured under the Framework Contract.

4. We attach an audit report which details:
 - the methodology used of the review
 - the sampling techniques applied
 - details of any issues identified
 - remedial action taken

Name:.....

Signed:.....

[Head of Internal Audit/ Finance Director/ External Audit firm]

Date:.....

Professional Qualification held by Signatory:.....

Framework Schedule 9 (Cyber Essentials Scheme)

1. Definitions

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

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

2. What Certification do you need

- 2.1 The Supplier shall provide a valid Cyber Essentials Certificate to CCS prior to award of the Framework and by the end of the first Framework contract year have a Cyber Essentials Plus Certificate which has been accredited. Where the Supplier fails to comply with this Paragraph it shall be prohibited from commencing the provision of Deliverables under any Contract until such time as the Supplier has evidenced to CCS its compliance with this Paragraph 2.1.
- 2.2 Where the Supplier continues to process data during the Contract Period of any Call-Off Contract the Supplier shall deliver to CCS evidence of renewal of the

Framework Schedule 9 (Cyber Essential Scheme)

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Cyber Essentials Certificate on each anniversary of the first applicable certificate obtained by the Supplier under Paragraph 2.1.

2.3 Where the Supplier is due to process data after the Start date of the first Call-Off Contract but before the end of the Framework Period or Contract Period of the last Call-Off Contract, the Supplier shall deliver to CCS evidence of:

2.3.1 a valid and current Cyber Essentials Certificate before the Supplier processes any such Cyber Essentials Scheme Data; and

2.3.2 renewal of the valid Cyber Essentials Certificate on each anniversary of the first Cyber Essentials Scheme certificate obtained by the Supplier under Paragraph 2.1

2.4 In the event that the Supplier fails to comply with Paragraphs 2.2 or 2.3 (as applicable), CCS reserves the right to terminate this Contract for material Default.

2.5 The Supplier shall ensure that all Sub-Contracts with Subcontractors who Process Cyber Essentials Data contain provisions no less onerous on the Subcontractors than those imposed on the Supplier under this Contract in respect of the Cyber Essentials Scheme under Paragraph 2.1 of this Schedule.

2.6 This Schedule shall survive termination or expiry of this Contract and each and any Call-Off Contract.