

## Framework Schedule 6b Order Form Template Operating Lease Only

### (Leasing and/or Service Requirements under Lots 1 and 2)

#### Order Form

CALL-OFF REFERENCE:	GPA.2022.293
THE BUYER:	Government Property Agency
BUYER ADDRESS	23 Stephenson Street, Birmingham, B2 4BJ
THE SUPPLIER:	Xerox (UK) Limited
SUPPLIER ADDRESS:	Building 4, Uxbridge Business Park, Sanderson Road, Uxbridge, Middlesex, UB8 1DH.
REGISTRATION NUMBER:	330754
DUNS NUMBER:	217 138 536
SID4GOV ID:	N/A

#### **APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated 23/06/2022.

It's issued under the Framework Contract with the reference number RM6174 for the provision of Multifunctional Devices (MFDs), Print and Digital Workflow Software Services and Managed Print Service Provision.

CALL-OFF LOT(S):

<b>Lot Number</b>	<b>Lot Name</b>	<b>Relevant (Yes/No)</b>
1	Multifunctional Print Devices (MFDs) and Basic Print Management Software	No
2	Multifunctional Print Devices (MFDs), Print Management and/or Digital Workflow Software and Associated Services	Yes

#### **CALL-OFF INCORPORATED TERMS**

The following documents are incorporated into this Call-Off Contract.

Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) **RM6174**
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
  5. CCS Core Terms (version 3.0.11)
  6. Joint Schedule 5 (Corporate Social Responsibility)
  7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

**Buyers please note:** 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.

- Joint Schedules for **RM6174**

Joint Schedule 1	(Definitions)	This Schedule details all the defined terms stated within the Specification of Requirements for Lots 1, 2, 3 and 4. Shall be used if required.
Joint Schedule 2	(Variation Form)	This Schedule is to be used when either the Buyer and/or Supplier wants to change/update the deliverables of the original Call-Off Contract in accordance with Clause 24 (Changing the Contract) of the Core Terms
Joint Schedule 3	(Insurance Requirements)	This Schedule defines the standard insurance cover required by Suppliers at Framework level. If Buyers require Suppliers to obtain additional Insurance, this should be detailed in the 'Additional Insurance' section found further on in this form.
Joint Schedule 4	(Commercially Sensitive Information)	Complete this Schedule when Supplier's Confidential Information has been identified and agreed to by both parties. In this Schedule specify any Commercially Sensitive Information of the Supplier and the duration for which it should be confidential.
Joint Schedule 6	(Key Subcontractors)	This Schedule should be incorporated in to the Call-Off where the Supplier is entitled to sub-contract part of its obligations under this Call-Off Contract to Key Subcontractors. Key Subcontractor information should be detailed in the 'Key Subcontractor' section found further on in this form.
Joint Schedule 10	(Rectification Plan)	This schedule is used when a supplier breaches any of their obligations and sets out the steps to be taken by Suppliers to rectify the Defaults. <i>The definition of Default can be found in Joint Schedule 1 - Definitions</i>
Joint Schedule 11	(Processing Data)	Annex 1 of Schedule 11 is to be completed by Buyer's when Personal Data is processed by Supplier's. Annex 2 of this Schedule should be considered when both parties agree to Joint Controller Status
Joint Schedule 13	(Continuous Improvement)	This schedule is to be considered when Buyer's require the Supplier to identify new or potential improvements in relation to the Deliverables as set out in this Call-Off Contract
Joint Schedule 14	(Benchmarking)	This schedule is to be considered where Buyer's require the Supplier to complete periodic reviews of the Call-off deliverables to ensure they represent Value for Money throughout the term of they Contract

- Call-Off Schedules for **RM6174**

Call-Off Schedule 1	(Transparency Reports)	This Schedule is to be populated by Buyer's and sets out the reporting requirements which the Supplier will comply with throughout the duration of the Call-Off Contract
Call-Off Schedule 2	(Staff Transfer)	This schedule sets out the provisions of Staff transfer. Buyers will need to seek their own legal advice prior to completing Call-Off Schedule 2.
Call-Off Schedule 5	(Pricing Details)	This schedule is to be populated by Buyers with the applicable Call-Off Contract Charges.
Call-Off Schedule 6	(ICT Services) Section	The Buyer requires the supplier is to create and maintain a rolling schedule of planned maintenance to the ICT Environment.

Call-Off Schedule 8	(Business Continuity and Disaster Recovery)	The Buyer requires the Supplier to prepare and deliver a Business Continuity and Disaster Recovery Plan in connection with providing the deliverables under this Call-Off Contract
Call-Off Schedule 9	(Security)	Part B of Schedule 9 (Long Form Security Requirements) applies.
Call-Off Schedule 10	(Exit Management)	Call Off Schedule 10 is likely to be relevant in the context of procuring Services or Goods and Services rather than Goods only. Supports Buyers and Suppliers in devising and agreeing an exit strategy and Contract end.
Call-Off Schedule 11	(Installation Works)	This schedule defines the Installation Works (for definition of Installation Works see Joint Schedule 1 – Definitions) needed by Buyer's during the Call-Off Contract term
Call-Off Schedule 13	(Implementation Plan and Testing)	This schedule is to be completed if an Implementation Plan and/or Testing is required. Populate all required Annexes within Call-Off Schedule 13
Call-Off Schedule 14	(Service Levels)	This schedule is to be completed if specific Service Levels are required against the Call-Off deliverables. Populate Annex A within Call-Off Schedule 14
Call-Off Schedule 15	(Call-Off Contract Management)	This schedule is to be completed when Buyer's want to use specific Contract Management process.
Call-Off Schedule 18	(Background Checks)	Schedule should be incorporated where Buyer's require Supplier Staff to be vetted before working on this Call-Off Contract.
Call-Off Schedule 20	(Call-Off Specification)	This schedule is to be populated by Buyers with the Deliverables applicable to this Call-Off Contract Charges.
Call-Off Schedule 24	(Operating Lease)	This schedule should be incorporated when an Operating Lease is required.
Call-Off Schedule 26	(Supplier Furnished Terms)	See the definitions of the Supplier Software, Customer Software and Third Party Software and consider Clause 13 of Call-Off Schedule 25. If necessary, insert details of any specific software packages that the Supplier will use to provide the Services in this Finance Lease Agreement

### **CALL-OFF SPECIAL TERMS**

The following Special Terms are incorporated into this Call-Off Contract:  
None

### **SECTION B**

#### **1. Call-Off Contract Period**

CALL-OFF START DATE: (The initial contract period excluding extension options)	01/09/2022
CALL-OFF EXTENSION PERIOD OPTIONS: (State the options to extend)	4 Years + 1 Year + 1 Year + 1 Year
CALL-OFF EXPIRY DATE:	31/08/2029
MINIMUM WRITTEN NOTICE TO SUPPLIER	3 Months

IN RESPECT OF EXTENSION:	
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## 2. Contract Performance

### STANDARDS AND QUALITY

Quality Plans to be submitted by the supplier by July 2022 as part of the 'Production Service Design' Milestone.

### SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

The Service Period is: 3 Months

Any agreed Service Credits are applicable they shall be applied to variable charges only and shall not be applied against any Rentals (or any fixed charges) as detailed in Call Off Schedule 5 (Pricing Details). Should there not be sufficient charges to apply the Service Credit against in the next invoice the credit will carry forward to subsequent invoices until it is fully utilised.

## 3. Liability and Insurance

### 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 **£706,521.74**.

### ADDITIONAL INSURANCES

Not applicable

## 4. Buyer Information

### BUYER'S INVOICE ADDRESS

Invoices will be sent to:

Name: Government Property Agency c/o Montagu Evans LLP

Address: GPA Property Partner Accounts Team, Montagu Evans LLP, Exchange Tower, 19 Canning Street, Edinburgh EH3 8EG

Emails: Accounts payable (send invoices/statements to this email): AP-GPA@gpa-me.co.uk.

Accounts payable queries: AP.queries@gpa-me.co.uk

Within 7 Working Days of receipt of your countersigned copy of this order form, and all subsequent variation forms, we will send you a unique PO Number. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). GPA reserves the right not to pay invoices without a valid PO number.

Each invoice is to outline works carried out, detailing associated work packages and to include a spend to date. Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section by email between 09:00- 17:00 Monday to Friday. E: finance@gpa.gov.uk. Please also add project & contract reference.

### BUYER'S AUTHORISED REPRESENTATIVE

**REDACTED**

Head of Commercial

**REDACTED**

Government Property Agency,  
23 Stephenson Street,  
Birmingham,  
B2 4BJ

#### PAYMENT METHOD

Payment will be made electronically by BACS upon receipt of a valid invoice as laid out above.

### 5. Supplier Information

#### SUPPLIER'S AUTHORISED REPRESENTATIVE

**Name** **REDACTED**

**Role** Associate General Counsel

**Email address** **REDACTED**

**Address** Xerox (UK) Limited Building 4, Uxbridge Business Park, Sanderson Road, Uxbridge, Middlesex, UB8 1DH

**All notices MUST also be served to the Supplier's Contract Manager – as detailed below.**

#### SUPPLIER'S CONTRACT MANAGER

**REDACTED**

**Xerox Client Manager**

**REDACTED**

Xerox (UK) Limited Building 4, Uxbridge Business Park, Sanderson Road, Uxbridge, Middlesex, UB8 1DH

#### SUPPLIER REQUIREMENTS

**Supplier's inspection of Sites, Customer Property and Customer Assets:**

N/A

#### FAILURE OF SUPPLIER EQUIPMENT

Not applied

### 6. Other Call-Off Requirements

#### TERMINATION WITHOUT CAUSE NOTICE PERIOD

As per Clause 10.2.2 of the Core Terms the period for without cause termination is thirty (30) Working Days.

In the event of early termination of this Call Off Contract for any reason by either party, other than under Clause 14.3 of Call Off Schedule 24 (Operating Lease), the Buyer shall pay the Supplier, all arrears of Rentals.

#### UNDISPUTED SUMS LIMIT

As per Clause 10.5 of the Core Terms the undisputed sums limit is "over 10% of the annual Contract Value".

#### TRAINING

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:	REDACTED	Signature:	REDACTED
Name:	REDACTED	Name:	REDACTED
Role:	Senior Commercial Contracts Executive	Role:	Deputy Director – Commercial
Date:	23/06/2022	Date:	23/06/2022

## Call-Off Schedule 2 (Staff Transfer)

Buyers will need to ensure that appropriate provisions are included to deal with staff transfer on both entry and exit, and, irrespective of whether TUPE does apply on entry if there are employees eligible for New Fair Deal pension protection then the appropriate pensions provisions will also need to be selected.

If there is a staff transfer from the Buyer on entry (1st generation) then Part A shall apply.

If there is a staff transfer from former/incumbent supplier on entry (2nd generation), Part B shall apply.

If there is both a 1st and 2nd generation staff transfer on entry, then both Part A and Part B shall apply.

If either Part A and/or Part B apply, then consider whether Part D (Pensions) shall apply and the Buyer shall indicate on the Order Form which Annex shall apply (either D1 (CSPS), D2 (NHSPS), D3 (LGPS) or D4 (Other Schemes)). Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

If there is no staff transfer (either 1st generation or 2nd generation) at the Start Date then Part C shall apply and Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

If the position on staff transfers is not known at the bid stage, include Parts A, B, C and D at the bid stage and then update the Buyer Contract Details before signing to specify whether Parts A and/or B, or C and D apply to the Contract.

Part E (dealing with staff transfer on exit) shall apply to every Contract.

For further guidance on this Schedule contact Government Legal Department's Employment Law Group]

### 1. Definitions

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

**“Acquired Rights Directive”** 1 the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;

2

**"Employee  
Liability"**

**3** all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;
- f) employment claims whether in tort, contract or statute or otherwise;
- g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

**"Former  
Supplier"**

a supplier supplying services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);



<b>"New Fair Deal"</b>	<p>the revised Fair Deal position set out in the HM Treasury guidance: "<i>Fair Deal for Staff Pensions: Staff Transfer from Central Government</i>" issued in October 2013 including:</p> <ul style="list-style-type: none"> <li>(i) any amendments to that document immediately prior to the Relevant Transfer Date; and</li> <li>(ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;</li> </ul>
<b>"Old Fair Deal"</b>	<p>HM Treasury Guidance "<i>Staff Transfers from Central Government: A Fair Deal for Staff Pensions</i>" issued in June 1999 including the supplementary guidance "<i>Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues</i>" issued in June 2004;</p>
<b>"Partial Termination"</b>	<p>the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);</p>
<b>"Relevant Transfer"</b>	<p>a transfer of employment to which the Employment Regulations applies;</p>
<b>"Relevant Transfer Date"</b>	<p>in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;</p>

**"Staffing  
Information"**

in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement, gender and place of work;
- (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and

- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

<b>"Supplier's Final Supplier Personnel List"</b>	a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
<b>"Supplier's Provisional Supplier Personnel List"</b>	a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
<b>"Term"</b>	the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;
<b>"Transferring Buyer Employees"</b>	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
<b>"Transferring Former Supplier Employees"</b>	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.

## 2. INTERPRETATION

- 2.1 Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.
- 2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together "Third Party Provisions") confer benefits on third parties (each such person a "Third Party Beneficiary") and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.
- 2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Call-Off Contract has no right under the CRTPA to enforce any term of this Call-Off Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

- 2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 2.5 Any amendments or modifications to this Call-Off Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

**3. Which parts of this Schedule apply**

Only the following parts of this Schedule shall apply to this Call Off Contract:

- Part C (No Staff Transfer on the Start Date)
- Part E (Staff Transfer on Exit)

# **PART A: STAFF TRANSFER AT THE START DATE OUTSOURCING FROM THE BUYER**

## **1. What is a relevant transfer**

### **1.1 The Buyer and the Supplier agree that:**

1.1.1 the commencement of the provision of the Services or of each relevant part of the Services will be a Relevant Transfer in relation to the Transferring Buyer Employees; and

1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between the Buyer and the Transferring Buyer Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Sub-contractor and each such Transferring Buyer Employee.

1.2 The Buyer shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees in respect of the period arising up to (but not including) the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period up to (but not including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Buyer; and (ii) the Supplier and/or any Subcontractor (as appropriate).

## **2. Indemnities the Buyer must give**

2.1 Subject to Paragraph 2.2, the Buyer shall indemnify the Supplier and any Subcontractor against any Employee Liabilities arising from or as a result of:

2.1.1 any act or omission by the Buyer in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee occurring before the Relevant Transfer Date;

2.1.2 the breach or non-observance by the Buyer before the Relevant Transfer Date of:

(a) any collective agreement applicable to the Transferring Buyer Employees; and/or

(b) any custom or practice in respect of any Transferring Buyer Employees which the Buyer is contractually bound to honour;

2.1.3 any claim by any trade union or other body or person representing the Transferring Buyer Employees arising from or

- connected with any failure by the Buyer to comply with any legal obligation to such trade union, body or person arising before the Relevant Transfer Date;
- 2.1.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Buyer Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
  - (b) in relation to any employee who is not a Transferring Buyer Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Buyer to the Supplier and/or any Subcontractor as appropriate, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date.
- 2.1.5 a failure of the Buyer to discharge, or procure the discharge of, all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Buyer Employees arising before the Relevant Transfer Date;
- 2.1.6 any claim made by or in respect of any person employed or formerly employed by the Buyer other than a Transferring Buyer Employee for whom it is alleged the Supplier and/or any Subcontractor as appropriate may be liable by virtue of the Employment Regulations and/or the Acquired Rights Directive; and
- 2.1.7 any claim made by or in respect of a Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee relating to any act or omission of the Buyer in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Subcontractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities:
- 2.2.1 arising out of the resignation of any Transferring Buyer Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by

the Supplier and/or any Subcontractor to occur in the period from (and including) the Relevant Transfer Date; or

2.2.2 arising from the failure by the Supplier or any Subcontractor to comply with its obligations under the Employment Regulations.

2.3 If any person who is not identified by the Buyer as a Transferring Buyer Employee claims, or it is determined in relation to any person who is not identified by the Buyer as a Transferring Buyer Employee, that his/her contract of employment has been transferred from the Buyer to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

2.3.1 the Supplier shall, or shall procure that the Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing; and

2.3.2 the Buyer may offer (or may procure that a third party may offer) employment to such person, or take such other reasonable steps as the Buyer considers appropriate to deal with the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Supplier and/or any Subcontractor.

2.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Buyer, the Supplier shall, or shall procure that a Subcontractor shall, immediately release the person from his/her employment or alleged employment;

2.5 If by the end of the 15 Working Day period referred to in Paragraph 2.3.2:

2.5.1 no such offer of employment has been made;

2.5.2 such offer has been made but not accepted; or

2.5.3 the situation has not otherwise been resolved,

the Supplier and/or any Subcontractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2.6 Subject to the Supplier and/or any Subcontractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in applicable Law and subject also to Paragraph 2.7, the Buyer will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or procures that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.7 The indemnity in Paragraph 2.6:

2.7.1 shall not apply to:

(a) any claim for:

- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees;

in any case in relation to any alleged act or omission of the Supplier and/or any Subcontractor; or

- (b) any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and

2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Subcontractor (as appropriate) to the Buyer within 6 months of the Start Date

2.8 If any such person as is referred to in Paragraph 2.3 is neither re-employed by the Buyer nor dismissed by the Supplier and/or any Subcontractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Supplier and/or any Subcontractor and the Supplier shall, or shall procure that the relevant Subcontractor shall, comply with such obligations as may be imposed upon it under applicable Law.

### **3. Indemnities the Supplier must give and its obligations**

3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Buyer against any Employee Liabilities arising from or as a result of:

3.1.1 any act or omission by the Supplier or any Subcontractor in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee whether occurring before, on or after the Relevant Transfer Date;

3.1.2 the breach or non-observance by the Supplier or any Subcontractor on or after the Relevant Transfer Date of:

- (a) any collective agreement applicable to the Transferring Buyer Employees; and/or
- (b) any custom or practice in respect of any Transferring Buyer Employees which the Supplier or any Subcontractor is contractually bound to honour;

3.1.3 any claim by any trade union or other body or person representing any Transferring Buyer Employees arising from or connected with any failure by the Supplier or any Subcontractor



- to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- 3.1.4 any proposal by the Supplier or a Subcontractor made before the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Buyer Employees to their material detriment on or after their transfer to the Supplier or the relevant Subcontractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Buyer Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
  - 3.1.5 any statement communicated to or action undertaken by the Supplier or any Subcontractor to, or in respect of, any Transferring Buyer Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Buyer in writing;
  - 3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
    - (a) in relation to any Transferring Buyer Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
    - (b) in relation to any employee who is not a Transferring Buyer Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Buyer to the Supplier or a Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
  - 3.1.7 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Author Buyer ity Employees in respect of the period from (and including) the Relevant Transfer Date;
  - 3.1.8 any claim made by or in respect of a Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee relating to any act or omission of the Supplier or any Subcontractor in relation to their obligations under regulation 13 of the Employment Regulations, except to the extent that the

liability arises from the Buyer's failure to comply with its obligations under regulation 13 of the Employment Regulations; and

3.1.9 a failure by the Supplier or any Sub-contractor to comply with its obligations under paragraph 2.8 above.

3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Buyer whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Buyer's failure to comply with its obligations under the Employment Regulations.

3.3 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations (including its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of the Transferring Buyer Employees, from (and including) the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period from and including the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Buyer and the Supplier.

#### **4. Information the Supplier must provide**

4.1 The Supplier shall, and shall procure that each Subcontractor shall, promptly provide to the Buyer in writing such information as is necessary to enable the Buyer to carry out its duties under regulation 13 of the Employment Regulations. The Buyer shall promptly provide to the Supplier and any Subcontractor in writing such information as is necessary to enable the Supplier and any Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

#### **5. Cabinet Office requirements**

5.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.

5.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Buyer Employee as set down in:

5.2.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised December 2013;

5.2.2 Old Fair Deal; and/or

5.2.3 The New Fair Deal.

- 5.3 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 5.1 or 5.2 shall be agreed in accordance with the Variation Procedure.

**6. Pensions**

- 6.1 The Supplier shall, and/or shall procure that each of its Subcontractors shall, comply with:

6.1.1 the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff; and

6.1.2 Part D: Pensions (and its Annexes) to this Schedule.

# **PART B: STAFF TRANSFER AT THE START DATE**

## **TRANSFER FROM A FORMER SUPPLIER**

### **1. What is a relevant transfer**

1.1 The Buyer and the Supplier agree that:

1.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and

1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Subcontractor and each such Transferring Former Supplier Employee.

1.2 The Buyer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and the Buyer shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

### **2. Indemnities given by the Former Supplier**

2.1 Subject to Paragraph 2.2, the Buyer shall procure that each Former Supplier shall indemnify the Supplier and any Subcontractor against any Employee Liabilities arising from or as a result of:

2.1.1 any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;

2.1.2 the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:

(a) any collective agreement applicable to the Transferring Former Supplier Employees; and/or

- (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;
  - 2.1.3 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
    - (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
    - (b) in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier and/or any Subcontractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;
  - 2.1.4 a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;
  - 2.1.5 any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Subcontractor as appropriate may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
  - 2.1.6 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Subcontractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:

- 2.2.1 arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Subcontractor to occur in the period from (and including) the Relevant Transfer Date; or
  - 2.2.2 arising from the failure by the Supplier and/or any Subcontractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by the Former Supplier as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Former Supplier as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
- 2.3.1 the Supplier shall, or shall procure that the Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer and in writing and, where required by the Buyer, notify the relevant Former Supplier in writing; and
  - 2.3.2 the Former Supplier may offer (or may procure that a third party may offer) employment to such person, or take such other steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law, within 15 Working Days of receipt of notice from the Supplier and/or the Subcontractor (as appropriate).
- 2.4 If an offer referred to in Paragraph 2.3.2 is accepted, , or if the situation has otherwise been resolved by the Former Supplier and/or the Buyer, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 2.5 If by the end of the 15 Working Day period referred to in Paragraph 2.3.2:
- 2.5.1 no such offer of employment has been made;
  - 2.5.2 such offer has been made but not accepted; or
  - 2.5.3 the situation has not otherwise been resolved,
- the Supplier and/or any Subcontractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person;
- 2.6 Subject to the Supplier and/or any Subcontractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law and subject also to Paragraph 2.7, the Buyer shall procure that the Former Supplier will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.7 The indemnity in Paragraph 2.6:
- 2.7.1 shall not apply to:

(a) any claim for:

- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees;

in any case in relation to any alleged act or omission of the Supplier and/or any Subcontractor; or

(b) any claim that the termination of employment was unfair because the Supplier and/or Subcontractor neglected to follow a fair dismissal procedure; and

2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Subcontractor (as appropriate) to the Buyer and, if applicable, the Former Supplier, within 6 months of the Start Date.

2.8 If Subcontractor any such person as is described in Paragraph 2.3 is neither re-employed by the Former Supplier nor dismissed by the Supplier and/or any Subcontractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Supplier and/or any Subcontractor and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under applicable Law.

### **3. Indemnities the Supplier must give and its obligations**

3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Buyer and/or the Former Supplier against any Employee Liabilities arising from or as a result of:

3.1.1 any act or omission by the Supplier or any Subcontractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date;

3.1.2 the breach or non-observance by the Supplier or any Subcontractor on or after the Relevant Transfer Date of:

- (a) any collective agreement applicable to the Transferring Former Supplier Employee; and/or
- (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;

3.1.3 any claim by any trade union or other body or person representing any Transferring Former Supplier Employees

arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

- 3.1.4 any proposal by the Supplier or a Subcontractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Subcontractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 3.1.5 any statement communicated to or action undertaken by the Supplier or a Subcontractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Buyer and/or the Former Supplier in writing;
- 3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
  - (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
  - (b) in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier or a Subcontractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
- 3.1.7 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date;



- 3.1.8 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13 of the Employment Regulations; and
  - 3.1.9 a failure by the Supplier or any Subcontractor to comply with its obligations under Paragraph 2.8 above
- 3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.
- 3.3 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.

#### **4. Information the Supplier must give**

The Supplier shall, and shall procure that each Subcontractor shall, promptly provide to the Buyer and/or at the Buyer's direction, the Former Supplier, in writing such information as is necessary to enable the Buyer and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Former Supplier shall promptly provide to the Supplier and any Subcontractor in writing such information as is necessary to enable the Supplier and any Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

#### **5. Cabinet Office requirements**

- 5.1 The Supplier shall, and shall procure that each Subcontractor shall, comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Former Supplier Employee as set down in:

- 5.1.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;
  - 5.1.2 Old Fair Deal; and/or
  - 5.1.3 The New Fair Deal.
- 5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Variation Procedure.

## **6. Limits on the Former Supplier's obligations**

Notwithstanding any other provisions of this Part B, where in this Part B the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

## **7. Pensions**

- 7.1 The Supplier shall, and shall procure that each Subcontractor shall, comply with:
  - 7.1.1 the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff; ; and
  - 7.1.2 Part D: Pensions (and its Annexes) to this Schedule.

# **PART C: NO STAFF TRANSFER ON THE START DATE**

## **1. What happens if there is a staff transfer**

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 If any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
  - 1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, notify the Former Supplier in writing; and
  - 1.2.2 the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification from the Supplier or the Subcontractor (as appropriate) or take such other reasonable steps as the Buyer or Former Supplier (as the case may be) it considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Buyer and/or the Former Supplier),, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the 15 Working Day period referred to in Paragraph 1.2.2:
  - 1.4.1 no such offer of employment has been made;
  - 1.4.2 such offer has been made but not accepted; or
  - 1.4.3 the situation has not otherwise been resolved;the Supplier may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 1.5 Subject to the Supplier and/or the relevant Subcontractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.8 the Buyer shall:
  - 1.5.1 indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4

- provided that the Supplier takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and
- 1.5.2 procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 1.6 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under Law.
- 1.7 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.6, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.
- 1.8 The indemnities in Paragraph 1.5:
- 1.8.1 shall not apply to:
- (a) any claim for:
- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- in any case in relation to any alleged act or omission of the Supplier and/or Subcontractor; or
- (b) any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and
- 1.8.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Subcontractor to the Buyer and, if applicable, Former Supplier within 6 months of the Start Date.

- 1.9 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

## **2. Limits on the Former Supplier's obligations**

Where in this Part C the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

# PART D: PENSIONS

## 1. Definitions

In this Part D and Part E, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions), and shall be deemed to include the definitions set out in the Annexes to this Part D:

<b>"Actuary"</b>		a Fellow of the Institute and Faculty of Actuaries;
<b>"Admission Agreement"</b>		either or both of the CSPS Admission Agreement (as defined in Annex D1: CSPS) or the LGPS Admission Agreement (as defined in Annex D3: LGPS), as the context requires;
<b>"Best Direction"</b>	<b>Value</b>	the Best Value Authorities Staff Transfers (Pensions) Direction 2007 or the Welsh Authorities Staff Transfers (Pensions) Direction 2012 (as appropriate);
<b>"Broadly Comparable"</b>		<p>(a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and/or</p> <p>(b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department,</p> <p>and <b>"Broad Comparability"</b> shall be construed accordingly;</p>
<b>"CSPS"</b>		the schemes as defined in Annex D1 to this Part D;
<b>"Direction Letter/Determination"</b>		has the meaning in Annex D2 to this Part D;
<b>"Fair Deal Eligible Employees"</b>		each of the CSPS Eligible Employees, the NHSPS Eligible Employees and/or the LGPS Eligible Employees (as applicable) (and shall include any such employee who has been admitted to and/or

remains eligible to join a Broadly Comparable pension scheme at the relevant time in accordance with paragraph 10 or 11 of this Part D);

**"Fair Employees"**

**Deal** any of:

- (a) Transferring Buyer Employees;
- (b) Transferring Former Supplier Employees;
- (c) employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Subcontractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 2.5 of Parts A or B or Paragraph 1.4 of Part C;
- (d) where the Supplier or a Subcontractor was the Former Supplier, the employees of the Supplier (or Subcontractor);

who at the Relevant Transfer Date are or become entitled to New Fair Deal or Best Value Direction protection in respect of any of the Statutory Schemes or a Broadly Comparable pension scheme provided in accordance with paragraph 10 of this Part D as notified by the Buyer;

**"Fund Actuary"**

a Fund Actuary as defined in Annex D3 to this Part D;

**"LGPS"**

the scheme as defined in Annex D3 to this Part D;

**"NHSPS"**

the schemes as defined in Annex D2 to this Part D;

(a)

(b)

**"Statutory Schemes"** means the CSPA, NHSPS or LGPS.

## **2. Supplier obligations to participate in the pension schemes**

2.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPA, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.

- 2.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter/ Determination, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.
- 2.3 The Supplier undertakes:
- 2.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter/ Determination or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and
  - 2.3.2 subject to paragraph 5 of Annex D3: LGPS to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.
- 2.4 Where the Supplier is the Former Supplier (or a Subcontractor is a Subcontractor of the Former Supplier) and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor) at the Start Date, this Part D and its Annexes shall be modified accordingly so that the Supplier (or Subcontractor) shall comply with its requirements from the Start Date or, where it previously provided a Broadly Comparable pension scheme, from the date it is able to close accrual of its Broadly Comparable pension scheme (following appropriate consultation and contractual changes as appropriate) if later. The Supplier (or Subcontractor) shall make arrangements for a bulk transfer from its Broadly Comparable pension scheme to the relevant Statutory Scheme in accordance with the requirements of the previous contract with the Buyer.

### **3. Supplier obligation to provide information**

- 3.1 The Supplier undertakes to the Buyer:
- 3.1.1 to provide all information which the Buyer may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and
  - 3.1.2 not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Buyer (such consent not to be unreasonably withheld or delayed);
  - 3.1.3 retain such records as would be necessary to manage the pension aspects in relation to any current or former Fair Deal Eligible Employees arising on expiry or termination of the relevant Contract.



#### **4. Indemnities the Supplier must give**

4.1 The Supplier shall indemnify and keep indemnified CCS, [NHS Pensions], the Buyer and/or any Replacement Supplier and/or any Replacement Subcontractor on demand from and against all and any Losses whatsoever suffered or incurred by it or them which:

- 4.1.1 arise out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Supplier of this Part D, and/or the CSPA Admission Agreement and/or the Direction Letter/Determination and/or the LGPS Admission Agreement;
- 4.1.2 relate to the payment of benefits under and/or participation in a pension scheme (as defined in section 150(1) Finance Act 2004) provided by the Supplier or a Subcontractor on and after the Relevant Transfer Date until the date of termination or expiry of the relevant Contract, including the Statutory Schemes or any Broadly Comparable pension scheme provided in accordance with paragraphs 10 or 11 of this Part D;
- 4.1.3 relate to claims by Fair Deal Employees of the Supplier and/or of any Subcontractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:

Subcontractor:

- (a) relate to any rights to benefits under a pension scheme (as defined in section 150(1) Finance Act 2004) in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of the relevant Contract; or
  - (b) arise out of the failure of the Supplier and/or any relevant Subcontractor to comply with the provisions of this Part D before the date of termination or expiry of the relevant Contract; and/or
- 4.1.4 arise out of or in connection with the Supplier (or its Subcontractor) allowing anyone who is not an NHSPS Fair Deal Employee to join or claim membership of the NHSPS at any time during the Term.

4.2 The indemnities in this Part D and its Annexes:

- 4.2.1 shall survive termination of the relevant Contract; and
- 4.2.2 shall not be affected by the caps on liability contained in Clause 11 (How much you can be held responsible for).

## **5. What happens if there is a dispute**

- 5.1 The Dispute Resolution Procedure will not apply to any dispute (i) between the CCS and/or the Buyer and/or the Supplier or (ii) between their respective actuaries and/or the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes shall in the absence of agreement between the CCS and/or the Buyer and/or the Supplier be referred to an independent Actuary:
- 5.1.1 who will act as an expert and not as an arbitrator;
  - 5.1.2 whose decision will be final and binding on the CCS and/or the Buyer and/or the Supplier; and
  - 5.1.3 whose expenses shall be borne equally by the CCS and/or the Buyer and/or the Supplier unless the independent Actuary shall otherwise direct.

The independent Actuary shall be agreed by the Parties or, failing such agreement the independent Actuary shall be appointed by the President for the time being of the Institute and Faculty of Actuaries on the application by the Parties.

## **6. Other people's rights**

- 6.1 The Parties agree Clause 19 (Other people's rights in this contract) does not apply and that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to him or her or it by the Supplier under this Part D, in his or her or its own right under section 1(1) of the CRTPA.
- 6.2 Further, the Supplier must ensure that the CRTPA will apply to any Sub-Contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Subcontractor in his or her or its own right under section 1(1) of the CRTPA.

## **7. What happens if there is a breach of this Part D**

- 7.1 The Supplier agrees to notify the Buyer should it breach any obligations it has under this Part D and agrees that the Buyer shall be entitled to terminate its Contract for material Default in the event that the Supplier:
- 7.1.1 commits an irremediable breach of any provision or obligation it has under this Part D; or
  - 7.1.2 commits a breach of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from the Buyer giving particulars of the breach and requiring the Supplier to remedy it.

## **8. Transferring Fair Deal Employees**

- 8.1 Save on expiry or termination of the relevant Contract, if the employment of any Fair Deal Eligible Employee transfers to another employer (by way of a transfer under the Employment Regulations or other form of compulsory transfer of

employment) the Supplier shall or shall procure that any relevant Sub-contractor shall:

- 8.1.1 notify the Buyer as far as reasonably practicable in advance of the transfer to allow the Buyer to make the necessary arrangements for participation with the relevant Statutory Scheme(s);
- 8.1.2 consult with about, and inform those Fair Deal Eligible Employees of the pension provisions relating to that transfer; and
- 8.1.3 procure that the employer to which the Fair Deal Eligible Employees are transferred (the "**New Employer**") complies with the provisions of this Part D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Eligible Employees so transferred to the New Employer.

## **9. What happens to pensions if this Contract ends**

- 9.1 The provisions of Part E: Staff Transfer On Exit (Mandatory) apply in relation to pension issues on expiry or termination of the relevant Contract.
- 9.2 The Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract provide all such co-operation and assistance (including co-operation and assistance from the Broadly Comparable pension scheme's Actuary) as the Replacement Supplier and/or NHS Pension and/or CSPS and/or the relevant Administering Buyer and/or the Buyer may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection following a Service Transfer.

## **10. Broadly Comparable Pension Schemes on the Relevant Transfer Date**

- 10.1 If the terms of any of paragraphs 4 of Annex D2: NHSPS or 3.1 of Annex D3: LGPS applies, the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the Relevant Transfer Date until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.
- 10.2 Such Broadly Comparable pension scheme must be:
  - 10.2.1 established by the Relevant Transfer Date;
  - 10.2.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;

- 10.2.3 capable of receiving a bulk transfer payment from the relevant Statutory Scheme or from a Former Supplier's Broadly Comparable pension scheme (unless otherwise instructed by the Buyer);
  - 10.2.4 capable of paying a bulk transfer payment to the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Buyer); and
  - 10.2.5 maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Buyer).
- 10.3 Where the Supplier has set up a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 10, the Supplier shall (and shall procure that any of its Subcontractors shall):
- 10.3.1 supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the Relevant Transfer Date) covering all relevant Fair Deal Employees, as soon as it is able to do so before the Relevant Transfer Date (where possible) and in any event no later than seven (7) days after receipt of the certificate;
  - 10.3.2 be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995;
  - 10.3.3 instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing bulk transfer process with the Actuary to the Former Supplier's Broadly Comparable pension scheme or the Actuary to the relevant Statutory Scheme (as appropriate) and to provide all such co-operation and assistance with any other Actuary appointed by the Buyer (where applicable). This will be with a view to the bulk transfer terms providing day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme in respect of any Fair Deal Eligible Employee who consents to such a transfer; and
  - 10.3.4 provide a replacement Broadly Comparable pension scheme in accordance with this paragraph 10 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Supplier and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Subcontractor's Broadly Comparable pension scheme is terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the

previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes).

- 10.4 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this paragraph 10, the Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract:

- 10.4.1 allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be on a past service reserve basis which should be calculated allowing for projected final salary at the assumed date of retirement, leaving service or death (in the case of final salary benefits). The actuarial basis for this past service reserve basis should be aligned to the funding requirements of the Broadly Comparable pension scheme in place at the time the bulk transfer terms are offered. The bulk transfer terms shall be subject to an underpin in relation to any service credits awarded in the Broadly Comparable pension scheme in accordance with paragraph 10.3.3 such that the element of the past service reserve amount which relates to such service credits shall be no lower than that required by the bulk transfer terms that were agreed in accordance with paragraph 10.3.3 but using the last day of the Fair Deal Eligible Employees' employment with the Supplier or Subcontractor (as appropriate) as the date used to determine the actuarial assumptions; and
- 10.4.2 if the transfer payment paid by the trustees of the Broadly Comparable pension scheme is less (in the opinion of the Actuary to the Replacement Supplier's Broadly Comparable pension scheme (or to the relevant Statutory Scheme if applicable)) than the transfer payment which would have been paid had paragraph 10.4.1 been complied with, the Supplier shall (or shall procure that the Subcontractor shall) pay the amount of the difference to the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) or as the Buyer shall otherwise direct. The Supplier shall indemnify the Buyer or the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as the Buyer directs) for any failure to pay the difference as required under this paragraph.

## **11. Broadly Comparable Pension Scheme in Other Circumstances**

- 11.1 If the terms of any of paragraphs 2.2 of Annex D1: CSPS, 5.2 of Annex D2: NHSPS and/or 3.2 of Annex D3: LGPS apply, the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the cessation of participation in the Statutory Scheme, until the day before the Service Transfer Date, the relevant Fair Deal Eligible Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme at the date of cessation of participation in the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.
- 11.2 Such Broadly Comparable pension scheme must be:
  - 11.2.1 established by the date of cessation of participation in the Statutory Scheme;
  - 11.2.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;
  - 11.2.3 capable of receiving a bulk transfer payment from the relevant Statutory Scheme (where instructed to do so by the Buyer);
  - 11.2.4 capable of paying a bulk transfer payment to the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Buyer); and
  - 11.2.5 maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Buyer).
- 11.3 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this paragraph 11, the Supplier shall (and shall procure that any of its Subcontractors shall):
  - 11.3.1 supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the date of cessation of participation in the Statutory Scheme) covering all relevant Fair Deal Eligible Employees, as soon as it is able to do so before the cessation of participation in the Statutory Scheme (where possible) and in any event no later than seven (7) days after receipt of the certificate;
  - 11.3.2 be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995;
  - 11.3.3 where required to do so by the Buyer, instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing a bulk transfer process with the Actuary to the relevant Statutory Scheme and to provide all

such co-operation and assistance with any other Actuary appointed by the Buyer (where applicable). The Supplier must ensure that day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme are provided in respect of any Fair Deal Employee who consents to such a transfer from the Statutory Scheme and the Supplier shall be fully responsible for any costs of providing those credits in excess of the bulk transfer payment received by the Broadly Comparable pension scheme; and

- 11.3.4 provide a replacement Broadly Comparable pension scheme in accordance with this paragraph 11 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Supplier and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Subcontractor's Broadly Comparable pension scheme is closed to future accrual and/or terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes).

- 11.4 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this paragraph 11, the Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be sufficient to secure day for day and/or pound for pound credits (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) in the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) to fund the required credits ("**the Shortfall**"), the Supplier or the Subcontractor (as agreed between them) must pay the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) the Shortfall as required, provided that in the absence of any agreement between the Supplier and any Subcontractor, the Shortfall shall be paid by the Supplier. The Supplier shall indemnify the Buyer or the Replacement Supplier's Broadly Comparable pension scheme (or

the relevant Statutory Scheme if applicable) (as the Buyer directs) for any failure to pay the Shortfall under this paragraph.

## **12. Right of Set-off**

12.1 The Buyer shall have a right to set off against any payments due to the Supplier under the relevant Contract an amount equal to:

- 12.1.1 any unpaid employer's contributions or employee's contributions or any other financial obligations under the CSPA or any CSPA Admission Agreement in respect of the CSPA Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee;
- 12.1.2 any unpaid employer's contributions or employee's contributions or any other financial obligations under the NHSPA or any Direction Letter/Determination in respect of the NHSPA Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee; or
- 12.1.3 any unpaid employer's contributions or employee's contributions or any other financial obligations under the LGPS or any LGPS Admission Agreement in respect of the LGPS Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee;

and shall pay such set off amount to the relevant Statutory Scheme.

12.2 The Buyer shall also have a right to set off against any payments due to the Supplier under the relevant Contract all reasonable costs and expenses incurred by the Buyer as result of Paragraphs 12.1 above.



# Annex D1:

## Civil Service Pensions Schemes (CSPS)

### 1. Definitions

In this Annex D1: CSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<b>"CSPS Admission Agreement"</b>	an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services;
<b>"CSPS Eligible Employee"</b>	any CSPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the CSPS under a CSPS Admission Agreement;
<b>"CSPS Fair Deal Employee"</b>	a Fair Deal Employee who at the Relevant Transfer Date is or becomes entitled to protection in respect of the CSPS in accordance with the provisions of New Fair Deal;
<b>"CSPS"</b>	the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme; and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014.

### 2. Access to equivalent pension schemes after transfer

- 2.1 In accordance with New Fair Deal, the Supplier and/or any of its Subcontractors to which the employment of any CSPS Fair Deal Employee compulsorily transfers as a result of either the award of the relevant Contract or a Relevant Transfer, if not an employer which participates automatically in the CSPS, shall each secure a CSPS Admission Agreement to ensure that CSPS Fair Deal Employees or CSPS Eligible Employees as appropriate shall be either admitted into, or offered continued membership of, the relevant section of the CSPS that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date or became eligible to join on the Relevant Transfer Date. The Supplier and/or any of its Subcontractors shall procure that the CSPS Fair Deal Employees continue to accrue benefits in the CSPS in accordance with the provisions governing the relevant section of the CSPS for service from (and including) the Relevant Transfer Date.

- 2.2 If the Supplier and/or any of its Subcontractors enters into a CSPS Admission Agreement in accordance with paragraph 2.1 but the CSPS Admission Agreement is terminated during the term of the relevant Contract for any reason at a time when the Supplier or Subcontractor still employs any CSPS Eligible Employees, the Supplier shall (and procure that its Subcontractors shall) at no extra cost to the Buyer, offer the remaining CSPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the CSPS on the date those CSPS Eligible Employees ceased to participate in the CSPS in accordance with the provisions of paragraph 11 of Part D.

# Annex D2: NHS Pension Schemes

## 1. Definitions

In this Annex D2: NHSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<p><b>"Direction Letter/Determination"</b></p>	<p>an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) and issued to the Supplier or a Subcontractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Subcontractor in the NHSPS in respect of the NHSPS Fair Deal Employees;</p>
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<p><b>"NHS Broadly Comparable Employees"</b></p>	<p>each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:</p>
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- (a) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or
- (b) their employment with a Former Supplier who provides access to either the NHSPS pursuant to a Direction Letter/Determination or to a Broadly Comparable pension scheme in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal (or previous guidance), having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier),

but who is now ineligible to participate in the NHSPS under the rules of the NHSPS and in respect of whom the Buyer has agreed are to be provided with a Broadly Comparable pension scheme to provide Pension Benefits that are

Broadly Comparable to those provided under the NHSPS.

**"NHSPS Eligible Employees"** any NHSPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the NHSPS under a Direction Letter/Determination Letter.

**"NHSPS Fair Deal Employees"** other than the NHS Broadly Comparable Employees, each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:

- (a) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or
- (b) their employment with a Former Supplier who provides access to the NHSPS pursuant to a Direction Letter/Determination or to a Broadly Comparable pension scheme in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal (or previous guidance), having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier),

and, in each case, being continuously engaged for more than fifty per cent (50%) of their employed time in the delivery of services (the same as or similar to the Services).

For the avoidance of doubt, an individual who is in or entitled to become a member of the NHSPS as a result of being engaged in the Services and being covered by an "open" Direction Letter/Determination or other NHSPS "access" facility but who has never been employed directly by the Buyer, an NHS Body (or other body which participates automatically in the NHSPS) is not an NHSPS Fair Deal Employee;

<b>"NHS Body"</b>	has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012;
<b>"NHS Pensions"</b>	NHS Pensions as the administrators of the NHSPS or such other body as may from time to time be responsible for relevant administrative functions of the NHSPS;
<b>"NHSPS"</b>	the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and the Public Service Pensions Act 2013 governed by subsequent regulations under those Acts including the NHS Pension Scheme Regulations;
<b>"NHS Pension Scheme Regulations"</b>	as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653), the National Health Service Pension Scheme Regulations 2015 (2015/94) and any subsequent regulations made in respect of the NHSPS, each as amended from time to time;
<b>"NHS Premature Retirement Rights"</b>	rights to which any NHS Fair Deal Employee (had they remained in the employment of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS) would have been or is entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time;
<b>"Pension Benefits"</b>	any benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme.

## **2. Membership of the NHS Pension Scheme**

- 2.1 In accordance with New Fair Deal, the Supplier and/or any of its Subcontractors to which the employment of any NHSPS Fair Deal Employee compulsorily transfers as a result of either the award of this Contract or a Relevant Transfer, if not an NHS Body or other employer which participates automatically in the NHSPS, shall each secure a Direction Letter/Determination to enable the NHSPS Fair Deal Employees to retain either continuous active membership of or eligibility for the NHSPS for so long as they remain employed in connection with the delivery of the Services under the relevant Contract.
- 2.2 Where it is not possible for the Supplier and/or any of its Subcontractors to secure a Direction Letter/Determination on or before the Relevant Transfer Date, the Supplier must secure a Direction Letter/Determination as soon as possible after the Relevant Transfer Date, and in the period between the Relevant Transfer Date and the date the Direction Letter/Determination is secure, the Supplier must ensure that:
  - (a) all employer's and NHSPS Fair Deal Employees' contributions intended to go to the NHSPS are kept in a separate bank account; and
  - (b) the Pension Benefits and Premature Retirement Rights of NHSPS Fair Deal Employees are not adversely affected.
- 2.3 The Supplier must supply to the Buyer a complete copy of each Direction Letter/Determination within 5 Working Days of receipt of the Direction Letter/Determination.
- 2.4 The Supplier must ensure (and procure that each of its Sub-Contracts (if any) ensures) that all of its NHSPS Fair Deal Employees have a contractual right to continuous active membership of or eligibility for the NHSPS for so long as they have a right to membership or eligibility of that scheme under the terms of the Direction Letter/Determination.
- 2.5 The Supplier will (and will procure that its Subcontractors (if any) will) comply with the terms of the Direction Letter/Determination, the NHS Pension Scheme Regulations (including any terms which change as a result of changes in Law) and any relevant policy issued by the Department of Health and Social Care in respect of the NHSPS Fair Deal Employees for so long as it remains bound by the terms of any such Direction Letter/Determination.
- 2.6 Where any employee omitted from the Direction Letter/Determination supplied in accordance with Paragraph 2 of this Annex are subsequently found to be an NHSPS Fair Deal Employee, the Supplier will (and will procure that its Subcontractors (if any) will) treat that person as if they had been an NHSPS Fair Deal Employee from the Relevant Transfer Date so that their Pension Benefits and NHS Premature Retirement Rights are not adversely affected.
- 2.7 The Supplier will (and will procure that its Subcontractors (if any) will) Subcontractor provide any guarantee, bond or indemnity required by NHS Pensions in relation to a Direction Letter/Determination.

### **3. Continuation of early retirement rights after transfer**

- 3.1 From the Relevant Transfer Date until the Service Transfer Date, the Supplier must provide (and/or must ensure that its Subcontractors (if any) provide) NHS Premature Retirement Rights in respect of the NHSPS Fair Deal Employees that are identical to the benefits they would have received had they remained employees of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS.

### **4. NHS Broadly Comparable Employees**

- 4.1 The Supplier shall (and procure that its Subcontractors shall), with effect from the Relevant Transfer Date, offer the NHSPS Broadly Comparable Employees membership of a pension scheme which is Broadly Comparable to NHSPS on the Relevant Transfer Date in accordance with paragraph 10 of Part D. For the avoidance of doubt, this requirement is separate from any requirement to offer a Broadly Comparable pension scheme in accordance with paragraph 5.2 below.

### **5. What the buyer can do if the Supplier breaches its pension obligations**

- 5.1 The Supplier agrees that the Buyer is entitled to make arrangements with NHS Pensions for the Buyer to be notified if the Supplier (or its Subcontractor) breaches the terms of its Direction Letter/Determination. Notwithstanding the provisions of the foregoing, the Supplier shall notify the Buyer in the event that it (or its Subcontractor) breaches the terms of its Direction Letter/Determination.
- 5.2 If the Supplier (or its Subcontractors, if relevant) ceases to participate in the NHSPS for whatever reason, the Supplier (or any such Subcontractor, as appropriate) shall offer to offer the NHSPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the NHSPS on the date the NHSPS Eligible Employees ceased to participate in the NHSPS in accordance with the provisions of paragraph 11 of Part D. Subcontractor.

### **6. Compensation when pension scheme access can't be provided**

- 6.1 If the Supplier (or its Subcontractor, if relevant) is unable to provide the NHSPS Fair Deal Employees with either membership of:
- 6.1.1 the NHSPS (having used its best endeavours to secure a Direction Letter/Determination); or
  - 6.1.2 a Broadly Comparable pension scheme,
- the Buyer may in its sole discretion permit the Supplier (or any of its Subcontractors) to compensate the NHSPS Fair Deal Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Supplier (or Subcontractor as relevant) having consulted with a view to reaching agreement with any recognised trade union or, in the absence of such body, the NHSPS Fair Deal Employees. The Supplier must meet (or must procure that the relevant Subcontractor meets) the costs of the Buyer determining

whether the level of compensation offered is reasonable in the circumstances.

- 6.2 This flexibility for the Buyer to allow compensation in place of Pension Benefits is in addition to and not instead of the Buyer's right to terminate the Contract.

**7. Indemnities that a Supplier must give**

- 7.1 The Supplier must indemnify and keep indemnified the CCS, the Buyer and any Replacement Supplier against all Losses arising out of any claim by any NHSPS Fair Deal Employee or any NHS Broadly Comparable Employees that the provision of (or failure to provide) Pension Benefits and NHS Premature Retirement Rights from the Relevant Transfer Date, or the level of such benefit provided, constitutes a breach of his or her employment rights.



## Annex D3:

### Local Government Pension Schemes (LGPS)

Note the LGPS unlike the CSPA & NHSPS is a funded scheme which has associated cost implications as follows:

There is not 1 LGPS but approx. 90 different Funds, each with their own separate Scheme Employer and Administering Buyer, it is important to identify the correct one(s) and amend the definition of "Fund" accordingly.

It is important to check whether CCS and or the Buyer can actually participate in the LGPS. Where a government department is taking on services which were formerly the responsibility of a Local Authority it may be necessary to obtain secretary of state approval for participation in the LGPS, this is because the services are being provided to Gov. Dept. and not to a Local Authority.

Unlike New Fair Deal the 2007 Best Value pension direction does not provide a right to bulk transfer past service. Whilst typically before the 2007 direction LA did provide such a right, it is a significant additional cost and therefore bulk transfer wording has been excluded. If required take legal advice due to the exceptionally high costs which can result from a requirement to provide bulk transfers.]

#### 1. Definitions

In this Annex D3: LGPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<b>"2013 Regulations"</b>	the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) (as amended from time to time);
<b>"Administering Buyer"</b>	in relation to <b>the Fund [insert name]</b> , the relevant Administering Buyer of that Fund for the purposes of the 2013 Regulations;
<b>"Fund Actuary"</b>	the actuary to a Fund appointed by the Administering Buyer of that Fund;
<b>"Fund"</b>	<b>[insert name], a pension fund within the LGPS;</b>
<b>["Initial Contribution Rate"]</b>	[XX %] of pensionable pay (as defined in the 2013 Regulations);]
<b>"LGPS"</b>	the Local Government Pension Scheme as governed by the LGPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Local Government Pension Scheme;

<b>"LGPS Admission Agreement"</b>	an admission agreement within the meaning in Schedule 1 of the 2013 Regulations;
<b>"LGPS Admission Body"</b>	an admission body (within the meaning of Part 3 of Schedule 2 of the 2013 Regulations);
<b>"LGPS Eligible Employees"</b>	any LGPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the LGPS under an LGPS Admission Agreement;
<b>"LGPS Fair Deal Employees"</b>	any Fair Deal Employee who at the Relevant Transfer Date is or becomes entitled to protection in respect of the LGPS or a pension scheme that is Broadly Comparable to the LGPS in accordance with the provisions in accordance with the provisions of New Fair Deal and/or the Best Value Direction; ;
<b>"LGPS Regulations"</b>	the 2013 Regulations and The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014 (SI 2014/525), and any other regulations (in each case as amended from time to time) which are from time to time applicable to the LGPS.

## **2. Supplier to become an LGPS Admission Body**

- 2.1 In accordance with the principles of New Fair Deal and/or the Best Value Direction, the Supplier and/or any of its Subcontractors to which the employment of any LGPS Fair Deal Employee compulsorily transfers as a result of either the award of the relevant Contract or a Relevant Transfer, if not a scheme employer which participates automatically in the LGPS, shall each become an LGPS Admission Body by entering into an LGPS Admission Agreement on or before the Relevant Transfer Date to enable the LGPS Fair Deal Employees to retain either continuous active membership of or eligibility for the LGPS on and from the Relevant Transfer Date for so long as they remain employed in connection with the delivery of the Services under the relevant Contract.

### **OPTION 1**

- 2.2 [Any LGPS Fair Deal Employees who:

- 2.2.1 were active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date shall be admitted to the LGPS with effect on and from the Relevant Transfer Date; and

- 2.2.2 were eligible to join the LGPS (or a Broadly Comparable pension scheme) but were not active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date shall retain the ability to join the LGPS on or after the Relevant Transfer Date if they wish to do so. ]

## **OPTION 2**

[Any LGPS Fair Deal Employees whether:

- 2.2.3 active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date; or

- 2.2.4 eligible to join the LGPS (or a Broadly Comparable pension scheme) but not active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date

shall be admitted to the LGPS with effect on and from the Relevant Transfer Date. The Supplier shall not automatically enrol or re-enrol for the purposes of the Pensions Act 2008 any LGPS Fair Deal Employees in any pension scheme other than the LGPS unless they cease to be eligible for membership of the LGPS.]

- 2.3 The Supplier will (and will procure that its Subcontractors (if any) will) provide at its own cost any indemnity, bond or guarantee required by an Administering Buyer in relation to an LGPS Admission Agreement.

## **3. Broadly Comparable Scheme**

- 3.1 If the Supplier and/or any of its Subcontractors is unable to obtain an LGPS Admission Agreement in accordance with paragraph 2.1 because the Administering Buyer will not allow it to participate in the Fund, the Supplier shall (and procure that its Subcontractors shall), with effect from the Relevant Transfer Date, offer the LGPS Fair Deal Employees membership of a pension scheme which is Broadly Comparable to LGPS on the Relevant Transfer Date in accordance with the provisions of paragraph 10 of Part D.
- 3.2 If the Supplier and/or any of its Subcontractors becomes an LGPS Admission Body in accordance with paragraph 2.1 but the LGPS Admission Agreement is terminated during the term of the relevant Contract for any reason at a time when the Supplier or Subcontractors still employs any LGPS Eligible Employees, the Supplier shall (and procure that its Subcontractors shall) at no extra cost to the Buyer, offer the remaining LGPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the LGPS on the date the LGPS Eligible Employees ceased to participate in the LGPS in accordance with the provisions of paragraph 11 of Part D.

#### 4. Discretionary Benefits

Where the Supplier and/or any of its Subcontractors is an LGPS Admission Body, the Supplier shall (and procure that its Subcontractors shall) comply with its obligations under regulation 60 of the 2013 Regulations in relation to the preparation of a discretionary policy statement.

#### 5. LGPS RISK SHARING

- 5.1 Subject to paragraphs 5.4 to 5.10, if at any time during the term of the relevant Contract the Administering Buyer, pursuant to the LGPS Admission Agreement or the LGPS Regulations, requires the Supplier or any Subcontractor to pay employer contributions or other payments to the Fund in aggregate in excess of the Initial Contribution Rate, the excess of employer contributions above the Initial Contribution Rate for a Contract Year (the “Excess Amount”) shall be paid by the Supplier or the Subcontractor, as the case may be, and the Supplier shall be reimbursed by the Buyer.
- 5.2 Subject to paragraphs 5.4 to 5.9 and 5.11, if at any time during the term of the relevant Contract, the Administering Buyer, pursuant to the LGPS Admission Agreement or the LGPS Regulations, requires the Supplier or any Subcontractor to pay employer contributions or payments to the Fund in aggregate below the Initial Contribution Rate for a Contract Year, the Supplier shall reimburse the Buyer an amount equal to A–B (the “Refund Amount”) where:
- A = the amount which would have been paid if contributions and payments had been paid equal to the Initial Contribution Rate for that Contract Year; and
- B = the amount of contributions or payments actually paid by the Supplier or Subcontractor for that Contract Year, as the case may be, to the Fund.
- 5.3 Subject to paragraphs 5.4 to 5.10, where the Administering Buyer obtains an actuarial valuation and a revised rates and adjustment certificate under the LGPS Regulations and/or the terms of the LGPS Admission Agreement when the LGPS Admission Agreement ceases to have effect and the Supplier or any Subcontractor is required to pay any exit payment under Regulation 64(2) of the 2013 Regulations (the “**Exit Payment**”), such Exit Payment shall be paid by the Supplier or any Subcontractor (as the case may be) and the Supplier shall be reimbursed by the Buyer.
- 5.4 The Supplier and any Subcontractors shall at all times be responsible for the following costs:
- 5.4.1 any employer contributions relating to the costs of early retirement benefits arising on redundancy or as a result of business efficiency under Regulation 30(7) of the 2013 Regulations or otherwise;

- 5.4.2 any payment of Fund benefits to active members on the grounds of ill health or infirmity of mind or body under Regulation 35 of the 2013 Regulations or otherwise;
  - 5.4.3 any payment of Fund benefits to deferred or deferred pensioner members on the grounds of ill health or infirmity of mind or body under Regulation 38 of the 2013 Regulations or otherwise;
  - 5.4.4 any employer contributions relating to the costs of early or flexible retirement where the actuarial reduction is waived in whole or in part or a cost neutral reduction is not applied with the consent of the Supplier or any relevant Subcontractor including without limitation any decision made under Regulation 30(8) of the 2013 Regulations or Schedule 2 of The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014;
  - 5.4.5 any employer contributions relating to the costs of enhanced benefits made at the discretion of the Supplier or any relevant Subcontractors including without limitation additional pension awarded under Regulation 31 of the 2013 Regulations or otherwise;
  - 5.4.6 any increase to the employer contribution rate resulting from the award of pay increases by the Supplier or relevant Subcontractors in respect of all or any of the LGPS Eligible Employees in excess of the pay increases assumed in the Fund's most recent actuarial valuation (unless the Supplier and/or any Subcontractor is contractually bound to provide such increases on the Relevant Transfer Date);
  - 5.4.7 to the extent not covered above, any other costs arising out of or in connection with the exercise of any discretion or the grant of any consent under the LGPS Regulations by the Supplier or any relevant Subcontractors where a member does not have an absolute entitlement to that benefit under the LGPS;
  - 5.4.8 any cost of the administration of the Fund that are not met through the Supplier's or Subcontractor's employer contribution rate, including without limitation an amount specified in a notice given by the Administering Buyer under Regulation 70 of the 2013 Regulations;
  - 5.4.9 the costs of any reports and advice requested by or arising from an instruction given by the Supplier or a Subcontractor from the Fund Actuary; and/or
  - 5.4.10 any interest payable under the 2013 Regulations or LGPS Administration Agreement.
- 5.5 For the purposes of calculating any Exit Payment, Excess Amount or Refund Amount, any part of such an amount which is attributable to any costs which the Supplier or Subcontractors are responsible for in accordance with paragraph 5.4 above shall be disregarded and excluded from the calculation.

In the event of any dispute as to level of any cost that should be excluded from the calculation, the opinion of the Fund Actuary shall be final and binding.

- 5.6 Where the Administering Buyer obtains an actuarial valuation and a revised rates and adjustment certificate under the LGPS Regulations and/or the terms of the LGPS Admission Agreement when the LGPS Admission Agreement ceases to have effect and the Supplier or any Subcontractor receives payment of an exit credit payment under Regulation 64(2) of the 2013 Regulations (the “**Exit Credit**”), the Supplier shall (or procure that any Subcontractor shall) reimburse the Buyer an amount equal to the Exit Credit within twenty (20) Working Days of receipt of the Exit Credit.
- 5.7 The Supplier shall (or procure that the Subcontractor shall) notify the Buyer in writing within twenty (20) Working Days:
- 5.7.1 of the end of each Contract Year of any Excess Amount or Refund Amount due in respect of the Contract Year that has just ended and provide a reasonable summary of how the Excess Amount or Refund Amount was calculated; and
  - 5.7.2 of being informed by the Administering Buyer of any Exit Payment or Exit Credit that is determined by as being due from or to the Supplier or a Subcontractor and provide a copy of any revised rates and adjustments certificate detailing the Exit Payment or Exit Credit and its calculation.
- 5.8 Within twenty (20) Working Days of receiving the notification under paragraph 5.7 above, the Buyer shall either:
- 5.8.1 notify the Supplier in writing of its acceptance of the Excess Amount, Refund Amount or Exit Payment;
  - 5.8.2 request further information or evidence about the Excess Amount, Refund Amount or Exit Payment from the Supplier; and/or
  - 5.8.3 request a meeting with the Supplier to discuss or clarify the information or evidence provided.
- 5.9 Where the Excess Amount, Refund Amount or Exit Payment is agreed following the receipt of further information or evidence or following a meeting in accordance with paragraph 5.8 above, the Buyer shall notify the Supplier in writing. In the event that the Supplier and the Buyer are unable to agree the amount of the Excess Amount, Refund Amount or Exit Payment then they shall follow the Dispute Resolution Procedure.
- 5.10 Any Excess Amount or Exit Payment agreed by the Buyer or in accordance with the Dispute Resolution Procedure shall be paid by the Buyer within timescales as agreed between Buyer and Supplier. The amount to be paid by the Buyer shall be an amount equal to the Excess Amount or Exit Payment less an amount equal to any corporation tax relief which has been claimed in respect of the Excess Amount or Exit Payment by the Supplier or a Subcontractor.
- 5.11 Any Refund Amount agreed by the Buyer or in accordance with the Dispute Resolution Procedure as payable by the Supplier or any Subcontractor to the Buyer, shall be paid by the Supplier or any Subcontractor forthwith as the

liability has been agreed. In the event the Supplier or any Subcontractor fails to pay any agreed Refund Amount, the Buyer shall demand in writing the immediate payment of the agreed Refund Amount by the Supplier and the Supplier shall make payment within seven (7) Working Days of such demand.

5.12 This paragraph 5 shall survive termination of the relevant Contract.

## **Annex D4: Other Schemes**



## Part E: Staff Transfer on Exit

### 1. Obligations before a Staff Transfer

1.1 The Supplier agrees that within 20 Working Days of the earliest of:

- 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
- 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
- 1.1.3 the date which is 12 Months before the end of the Term; and
- 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.

1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.

1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not, and agrees to procure that each Subcontractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Buyer (not to be unreasonably withheld or delayed):

:

- 1.5.1 replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

- 1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Staff (including pensions and any payments connected with the termination of employment);
- 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;

and shall promptly notify, and procure that each Subcontractor shall promptly notify, the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or relevant Subcontractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

1.6 On or around each anniversary of the Start Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer such information as the Buyer may reasonably require relating to the manner in which the Services are organised, which shall include:

- 1.6.1 the numbers of employees engaged in providing the Services;
- 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
- 1.6.3 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) (as appropriate); and
- 1.6.4 a description of the nature of the work undertaken by each employee by location.

1.7 The Supplier shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service

Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

- 1.7.1 the most recent month's copy pay slip data;
- 1.7.2 details of cumulative pay for tax and pension purposes;
- 1.7.3 details of cumulative tax paid;
- 1.7.4 tax code;
- 1.7.5 details of any voluntary deductions from pay; and
- 1.7.6 bank/building society account details for payroll purposes.

## **2. Staff Transfer when the contract ends**

- 2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of the relevant Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Buyer and the Supplier agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the

Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.

2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:

2.3.1 any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;

2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of:

(a) any collective agreement applicable to the Transferring Supplier Employees; and/or

(b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;

2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;

2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and

(b) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;

- 2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
  - 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
  - 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date including any Employee Liabilities:
- 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or
  - 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5 If any person who is not identified in the Supplier's Final Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
- 2.5.1 the Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of

becoming aware of that fact, notify the Buyer and the Supplier in writing; and

- 2.5.2 the Supplier may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor.

- 2.6 If such offer of is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, Buyer shall procure that the Replacement Supplier shall, or procure that the and/or Replacement Subcontractor shall, immediately release or procure the release the person from his/her employment or alleged employment;

- 2.7 If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:

- 2.7.1 no such offer has been made:  
2.7.2 such offer has been made but not accepted; or  
2.7.3 the situation has not otherwise been resolved

the Buyer shall advise the Replacement Supplier and/or Replacement Subcontractor (as appropriate) that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;

- 2.8 Subject to the Replacement Supplier's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

- 2.9 The indemnity in Paragraph 2.8:

- 2.9.1 shall not apply to:

- (a) any claim for:

- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or  
(ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

In any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, or

- (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure; and

2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Supplier and/or Replacement Subcontractor to the Supplier within 6 months of the Service Transfer Date..

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Subcontractor nor dismissed by the Replacement Supplier and/or Replacement Subcontractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee. .

2.11 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

- (b) the Supplier and/or any Subcontractor; and

- (c) the Replacement Supplier and/or the Replacement Subcontractor.

2.12 The Supplier shall, and shall procure that each Subcontractor shall, promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

2.13 Subject to Paragraph 2.14, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any

Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:

- 2.13.1 any act or omission of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;
- 2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:
  - (a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or
  - (b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;
- 2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- 2.13.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;



2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

- (a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
- (b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;

2.13.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and

2.13.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.

2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations.



## Call-Off Schedule 5 (Pricing Details)

REDACTED

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

### Part A - Implementation

#### 1. definitions

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

<b>"Delay"</b>	a) a delay in the Achievement of a Milestone by its Milestone Date; or
	b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
<b>"Deliverable Item"</b>	1 an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;
<b>"Milestone Payment"</b>	2 a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone;
<b>Implementation Period"</b>	3 has the meaning given to it in Paragraph 7.1;

#### 2. Agreeing and following the Implementation Plan

2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan thirty (30) days after the Call-Off Contract Start Date.

2.2 The draft Implementation Plan:

- 2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
- 2.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.

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

2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the

Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.

2.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

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

3.1 Subject to Paragraph 4.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.

3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.

3.3 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.

3.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.

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

4.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Call-Off Start Date. The Supplier shall ensure that this is reflected in their Implementation Plans.

4.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.

4.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.

4.4 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Call-Off Contract.

4.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.

4.6 If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

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

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

## 6. Compensation for a Delay

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

## 7. Implementation Plan

7.1 The Implementation Period will be a Four (4) Month period.

7.2 In accordance with the Implementation Plan, the Supplier shall:

- 7.2.1 work cooperatively and in partnership with the Buyer, incumbent supplier, and other Framework Supplier(s), where applicable, to understand the scope of Services;
- 7.2.2 work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
- 7.2.3 liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and
- 7.2.4 produce a Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.

7.3 The Implementation Plan will include detail stating:

- 7.3.1 how the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data ; and
- 7.3.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.

7.4 In addition, the Supplier shall:

- 7.4.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
- 7.4.2 mobilise all the Services specified in the Specification within the Call-Off Contract;
- 7.4.3 produce an Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:
  - (a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and
  - (b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of

its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- 7.4.4 manage and report progress against the Implementation Plan;
- 7.4.5 construct and maintain an Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
- 7.4.6 attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
- 7.4.7 ensure that all risks associated with the Implementation Period are minimised.



## Annex 1: Implementation Plan

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

Milestone	Milestone Date
Service Design	TBA
Model Office / Proof of Concept Build Complete	TBA
Production Service Design	TBA
Security Policies	TBA
Production Service Build Complete	TBA
Test and Remediation	TBA
IT Health Check / Remediation	TBA
Production Service Live (ready to start onboarding)	Sep 2022

## **Part B - Testing**

### **1. Definitions**

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

<b>"Component"</b>	4 any constituent parts of the Deliverables;
<b>"Material Test Issue"</b>	5 a Test Issue of Severity Level 1 or Severity Level 2;
<b>"Satisfaction Certificate"</b>	6 a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
<b>"Severity Level"</b>	7 the level of severity of a Test Issue, the criteria for which are described in Annex 1;
<b>"Test Issue Management Log"</b>	8 a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule;
<b>"Test Issue Threshold"</b>	9 in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
<b>"Test Reports"</b>	10 the reports to be produced by the Supplier setting out the results of Tests;
<b>"Test Specification"</b>	11 the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of this Schedule;
<b>"Test Strategy"</b>	12 a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule;
<b>"Test Success Criteria"</b>	13 in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule;
<b>"Test Witness"</b>	14 any person appointed by the Buyer pursuant to Paragraph 9 of this Schedule; and

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### **"Testing Procedures"**

15 the applicable testing procedures and Test Success Criteria set out in this Schedule.

## **2. How testing should work**

2.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.

2.2 The Supplier shall not submit any Deliverable for Testing:

- 2.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
- 2.2.2 until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and
- 2.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).

2.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.

2.4 Prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

## **3. Planning for testing**

3.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Start Date but in any case no later than twenty (20) Working Days after the Start Date.

3.2 The final Test Strategy shall include:

- 3.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;
- 3.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
- 3.2.3 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
- 3.2.4 the procedure to be followed to sign off each Test;
- 3.2.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;

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- 3.2.6 the names and contact details of the Buyer and the Supplier's Test representatives;
- 3.2.7 a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;
- 3.2.8 the technical environments required to support the Tests; and
- 3.2.9 the procedure for managing the configuration of the Test environments.

### **4. Preparing for Testing**

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

### **5. Passing Testing**

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

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

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

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### **6.2.5 expected Test results, including:**

- (a) a mechanism to be used to capture and record Test results; and
- (b) a method to process the Test results to establish their content.

## **7. Performing the tests**

7.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.

7.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3.

7.3 The Supplier shall notify the Buyer at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.

7.4 The Buyer may raise and close Test Issues during the Test witnessing process.

7.5 The Supplier shall provide to the Buyer in relation to each Test:

7.5.1 a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and

7.5.2 the final Test Report within 5 Working Days of completion of Testing.

7.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:

7.6.1 an overview of the Testing conducted;

7.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;

7.6.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;

7.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and

7.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.

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7.7 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.

7.8 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.

7.9 If the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

## **8. Discovering Problems**

8.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.

8.2 The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Buyer upon request.

8.3 The Buyer shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

## **9. Test witnessing**

9.1 The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.

9.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.

9.3 The Test Witnesses:

9.3.1 shall actively review the Test documentation;

9.3.2 will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;

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- 9.3.3 shall not be involved in the execution of any Test;
- 9.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
- 9.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;
- 9.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and

9.4 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

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

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

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

- 11.1 The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 11.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:
  - 11.2.1 the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;

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- 11.2.2 the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
- 11.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.3 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
- 11.4 The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
- 11.4.1 the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
- 11.4.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.
- 11.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).
- 11.6 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.
- 11.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.
- 11.8 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
- 11.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the



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Supplier shall submit a Rectification Plan for approval by the Buyer within 10 Working Days of receipt of the Buyer's report pursuant to Paragraph 10.5); and

11.9.2 where the Buyer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

## **12. Risk**

12.1 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:

12.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Deliverable or Milestone; or

12.1.2 affect the Buyer's right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

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

### **1. Severity 1 Error**

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

### **2. Severity 2 Error**

- 2.1 This is an error for which, as reasonably determined by the Buyer, there is no practicable workaround available, and which:

- 2.1.1 causes a Component to become unusable;
- 2.1.2 causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or
- 2.1.3 has an adverse impact on any other Component(s) or any other area of the Deliverables;

### **3. Severity 3 Error**

- 3.1 This is an error which:

- 3.1.1 causes a Component to become unusable;
- 3.1.2 causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
- 3.1.3 has an impact on any other Component(s) or any other area of the Deliverables;

but for which, as reasonably determined by the Buyer, there is a practicable workaround available;

### **4. Severity 4 Error**

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

### **5. Severity 5 Error**

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

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### Annex 2: Satisfaction Certificate

To: [insert name of Supplier]

From: [insert name of Buyer]

[insert Date dd/mm/yyyy]

Dear Sirs,

#### Satisfaction Certificate

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

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

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

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

[OR]

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

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

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Buyer]

## Call-Off Schedule 14 (Service Levels)

### 1. Definitions

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

<b>"Critical Service Level Failure"</b>	has the meaning given to it in the Order Form;
<b>"Service Credits"</b>	1 any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
<b>"Service Credit Cap"</b>	2 has the meaning given to it in the Order Form; 3
<b>"Service Level Failure"</b>	4 means a failure to meet the Service Level Performance Measure in respect of a Service Level;
<b>"Service Level Performance Measure"</b>	5 shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
<b>"Service Level Threshold"</b>	6 shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

### 2. What happens if you don't meet the Service Levels

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.

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- 2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
  - 2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
  - 2.4.2 the Service Level Failure:
    - (a) exceeds the relevant Service Level Threshold;
    - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
    - (c) results in the corruption or loss of any Government Data; and/or
    - (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
  - 2.4.3 the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).
- 2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
  - 2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
  - 2.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
  - 2.5.3 there is no change to the Service Credit Cap.

### 3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

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

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

## **Part A: Service Levels and Service Credits**

### **1. Service Levels**

If the level of performance of the Supplier:

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

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

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

### **2. Service Credits**

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

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

Description	Service Level Measure	Service Level Target	Service Credit for each Service Period
<b>Total Fleet Uptime</b>	Fleet Availability during Core Operational Hours	98%	2% Service Credit gained for each percentage under the specified Service Level Performance Measure
<b>Hub / Location Fleet Uptime</b>	Fleet Availability during Core Operational Hours	98%	2% Service Credit gained for each percentage under the specified Service Level Performance Measure
<b>Device Uptime</b>	Device Availability during Core Operational Hours	96%	2% Service Credit gained for each percentage under the specified Service Level Performance Measure
<b>Device Removal / Replacement</b>	Number of faults  Failure to meet Device Uptime	4 calls for same fault over 2 quarters  Expected uptime over 2 quarters	
<b>Cloud Services Uptime</b>	Software fully functional during Core Operational Hours	99.7%	2% Service Credit gained for each percentage under the specified Service Level Performance Measure
Device Software / Firmware Updates	Timescale to apply updates	General updates applied within 25 business days of release  Security updates applied within 5 business days of release	0.5% Service Credit gained for day above the stated Service



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Cloud Services Software / Firmware Updates	Timescale to apply updates	General updates applied within 10 business days of release  Security updates applied within 5 business days of release	0.5% Service Credit gained for day above the stated Service
EUC Client Software (including drivers) Release	Release timescales	Release any required updates to EUC client within 8 weeks of release of OS update	0.5% Service Credit gained for day above the stated Service
MFD Client Software Release	Release timescales	Release any required updates to MFD client within 8 weeks of release of any MFD update	0.5% Service Credit gained for day above the stated Service
<b>Supplier Service Desk</b>	Availability	100% of Core Operational Hours	2% Service Credit gained for each percentage under the specified Service Level Performance Measure
<b>Device Fault Response Time</b>	Maximum Average Response Time  Maximum Response Time	4 working hours from time call logged  < 6 working hours from time call logged	3% where a five (5) hour average Response Time is exceeded and 5% where a six (6) hour average response time is exceeded
<b>Device Fault First Time Fix</b>	First Time Fix Rate	95% of logged calls	2% Service Credit gained for each percentage under the specified Service Level Performance Measure
<b>Device Fault Resolution Time</b>	Maximum Fault Resolution Time	12 working hours from time call logged for 95% of logged calls	2% Service Credit gained for each percentage under the specified Service Level Performance Measure
<b>Automated</b>	% automated requests	95% of consumable	2% Service Credit

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<b>Consumable Requests vs. Manual Consumable Requests</b>		requests automated	gained for each percentage under the specified Service Level Performance Measure
<b>Consumable Available On-site When Required</b>	% availability	97% of consumables available on-site when needed	2% Service Credit gained for each percentage under the specified Service Level Performance Measure
Consumable Delivery	Delivery time	2 business days from request	0.5% Service Credit gained for day above the stated Service
<b>Cloud Print Service Faults Response Time</b>	Maximum Response Time	Critical Issue 1 Working Hour from time call logged  Non-Critical Issue 8 Working Hours from time call logged	3% where a two (2) hour average Response Time is exceeded and 5% where a four (4) hour average response time is exceeded for Critical Issues.  3% where a ten (10) hour average Response Time is exceeded and 5% where a fourteen (14) hour average response time is exceeded for Non-Critical Issues
Minor Device Change requests	Maximum response time	5 business days from date request received	0.5% Service Credit gained for day above the stated Service
Major Device Change requests	Maximum response time	10 business days from date request received	0.5% Service Credit gained for day above the stated Service
Additional Devices	Delivery time	21 calendar days from date request received	0.5% Service Credit gained for day above the stated Service
Billing and Invoicing	Provision of Invoice and Supporting Schedule	10 business days from period end	0.5% Service Credit gained for day above the stated Service

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MI Reporting	Provision of MI reports	10 business days from period end	0.5% Service Credit gained for day above the stated Service Level
Product Catalogue Update	Time to inform GPA of catalogue change	At Service Review Meeting following confirmed product release date	

The Service Credits shall be calculated on the basis of the following formula:

Formula:  $x\%$  (Service Level Performance Measure) -  $x\%$  (actual Service Level performance) =  $x\%$  of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer

Worked example: 98% (e.g. Service Level Performance Measure requirement for accurate and timely billing Service Level) - 75% (e.g. actual performance achieved against this Service Level in a Service Period) = 23% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer]

## Part B: Performance Monitoring

### 3. Performance Monitoring and Performance Review

- 3.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
  - 3.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
  - 3.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
  - 3.2.3 details of any Critical Service Level Failures;
  - 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
  - 3.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
  - 3.2.6 such other details as the Buyer may reasonably require from time to time.
- 3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
  - 3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
  - 3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
  - 3.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant

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meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.

- 3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 3.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

## **4. Satisfaction Surveys**

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

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

### **1. DEFINITIONS**

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

**"Operational Board"** the board established in accordance with paragraph 4.1 of this Schedule;

**"Project Manager"** the manager appointed in accordance with paragraph 2.1 of this Schedule;

### **2. PROJECT MANAGEMENT**

- 2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
- 2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

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

- 3.1 The Supplier's Contract Manager's shall be:
- 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
  - 3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;
  - 3.1.3 able to cancel any delegation and recommence the position himself; and
  - 3.1.4 replaced only after the Buyer has received notification of the proposed change.
- 3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

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

## **4. ROLE OF THE OPERATIONAL BOARD**

- 4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.
- 4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 4.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

## **5. Contract Risk Management**

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
  - 5.2.1 the identification and management of risks;
  - 5.2.2 the identification and management of issues; and
  - 5.2.3 monitoring and controlling project plans.
- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 5.4 The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer's and the Supplier have identified.

## **6. Complaints Handling**

Either Party shall notify the other Party of any Complaints made by Other Contracting Authorities, which are not resolved by operation of the Supplier's usual complaints handling procedure within two (2) Working Days of becoming aware of that Complaint and, if the Supplier is the Party providing the notice, such notice shall contain full details of the Supplier's plans to resolve such Complaint.

Without prejudice to any rights and remedies that a complainant may have at Law (including under this Framework Agreement and/or a Call Off Agreement and/ or Lease Agreement, and without prejudice to any obligation of the Supplier to take remedial action under the provisions of this Framework Agreement and/or Call Off Agreement and/or Lease Agreement, the Supplier shall use its best endeavours to resolve the Complaint within five (5) Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

Within one (1) Working Day of a request by the Authority, the Supplier shall provide full details of a Complaint to the Authority, including details of steps taken to achieve its resolution

### **6.1.1 Annex: Contract Boards**

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

The Operational Board Meeting Frequencies will be agreed upon by the Buyer and the Supplier post contract award.



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

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

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

### **2. Definitions**

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

### **3. Relevant Convictions**

3.1.1 The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.

3.1.2 Notwithstanding Paragraph 2.1.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):

- (a) carry out a check with the records held by the Department for Education (DfE);
- (b) conduct thorough questioning regarding any Relevant Convictions; and
- (c) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

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

### **4. Staff Security and Confidentiality**

1. All supplier (Or subcontractor) staff working on a GPA service shall be based within the UK.

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2. All supplier (Or subcontractor) staff working on a GPA service, or handling OFFICIAL information and or government assets, shall be BPSS cleared as a minimum.
3. Any supplier (Or subcontractor) staff needing to visit the site shall be CTC cleared as a minimum.
4. Any supplier (Or subcontractor) staff having access to SECRET or above assets shall be SC cleared as a minimum.
5. Any supplier (Or subcontractor) staff needing to perform any action requiring privileged access e.g., system maintenance, network configuration, equipment installation must be SC cleared as a minimum.

## **Annex 1 – Relevant Convictions**

**[Insert]** Relevant Convictions here]

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

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

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## 1 PURPOSE

The Government Property Agency (GPA) has a 10 year strategy to transform the general purpose government estate. A core element of this is the Government Hubs Programme. **Phase 1** of the Government Hubs Programme includes plans to deliver 14 hubs (three of which are now in operation and 2 are under construction) over the next 5 years. It is planned to deliver two more phases of this programme through the life of the current GPA strategy, with the programme expected to deliver approximately 50 modern, digitally-connected hubs by 2030. GPA hubs will be multi-occupancy buildings with multiple government departments and agencies will operate from each location. A key requirement to support this approach is shareable technology with hub buildings. To support shareable technology within hubs, GPA is deploying a common user facing IT stack which includes a shared print service (GovPrint).

The current shared print service has been deployed to 5 locations and is provided via a contract with Konica Minolta (GovPrint1). Due to contractual limitations included in the tender the current service cannot be expanded beyond the current range of hubs.

GPA therefore needs to procure a shared print service (GovPrint2) for:

- GPA hubs
- Other GPA locations i.e. locations managed by GPA that are not hub buildings
- Non-GPA locations i.e. locations managed by other government agencies

## 2 BACKGROUND TO THE CONTRACTING AUTHORITY

GPA (the Authority) exists to provide a single Civil Service general purpose estate managed for the benefit of all departments. GPA has a 10 year strategy, covering the period 2020-30. The GPA Business Plan sets out the direction and purpose of the GPA. This business plan is anchored into the Government Estate Strategy with the Government Hubs Programme contributing to six out of the eight defined missions. Over this timescale GPA expect to transform the way the general purpose government estate supports public service delivery by:

- Improving the experience of the workplace for civil servants
- Enabling increased working across departmental boundaries within the public sector
- Supporting moves from London to the nations and regions of the UK
- Taking a locality planning approach to optimise the government estate, and working with local authorities to embed our contribution to place-making
- Responding to the changes in ways of working being accelerated as a result of responses to COVID-19

- Improving the sustainability and condition of the estate

GPA aims to provide a single estate that brings teams together with interoperable IT will be a major enabler of transformation. To support shareable technology within hubs, GPA is deploying a common user facing IT stack which currently comprises the following services:

- Shared Network
- GovPrint Shared Printing (GovPrint1 / GovPrint2)
- Shared Audio Visual (AV) / Meeting Room
- Digital Signage
- Shared Room Booking
- Building Occupancy Monitoring

### **3 BACKGROUND TO REQUIREMENT / OVERVIEW OF REQUIREMENT**

GPA has delivered the GovPrint shared print service to 5 hubs via a contract awarded under RM3781 (GovPrint1). However, for contractual reasons the current GovPrint1 service cannot be deployed to future hubs. With GovPrint1 successfully delivered across 5 of its hubs the GPA is now looking for a supplier to deliver GovPrint2, a shared print service for its future GPA hubs, other GPA locations and non GPA locations.

The GPA has considered a number of options for delivering a future shared print service and has created an Outline Business Case for GovPrint2.

By delivering a GovPrint2 service GPA will:

- Support the strategic business and IT objectives of the GPA, providing shareable technology across hubs
- Support flexible ways of working by providing a shared service for increasingly mobile users working across multiple locations
- Support the need for wider interoperability to provide shared printing across government and the wider public sector
- Support longer term goals interoperability across multiple departments
- Support the design concepts of the hubs shared network and simplifies client onboarding to the shared network
- Support the efficient and effective reduction in printing across government

The aims and objectives of the GovPrint2 service will be to deliver a service that is:

- Cost effective with market competitive costs, the total cost of ownership for the GovPrint2 service must not be greater than the cost of clients providing their own print service

- Meets clients print, copy and scan requirements
- Simple to onboard clients to the service
- Flexible and can scale to meet demand
- Secure and meet all clients security needs plus aligns with National Cyber Security Centre (NCSC) guidance
- Contributes to Net Zero by reducing energy usage, CO<sub>2</sub> reduction and increase recycling
- Contributes to GPA's Social Value Plan currently under development

The GPA hubs programme will deploy 40 to 50 hubs over the next ten years with hubs having a range of life spans. GPA's GovPrint shared print service therefore needs to be able to support deployment and delivery of the service over an extended time period across a potentially large number of locations.

It is usual within the public sector to award a 4 to 5 year contract with a single supplier to provide a print service comprising print devices, software and services (often referred to as a Managed Print Service or MPS). At the beginning of these contracts there is a full replacement of all components of the previous service including all print devices and software solutions. **This will not be an effective approach for the proposed shared print service as it would require significant resources to replace all service components every 4 or 5 years, regardless of whether the service is still fit for purpose. GPA requires a longer term more sustainable approach to deliver a continuous service, not rip and replace every 4 or 5 years.**

Due to the potential scope, size and timescale of the service it has been decided that a single supplier approach would introduce significant commercial risk. Therefore to provide a GovPrint shared print service across all locations for an extended timespan and deliver a continuous service, a phased approach will be used. This approach will build the GovPrint service as an 'ecosystem' rather than a solution from a single supplier.

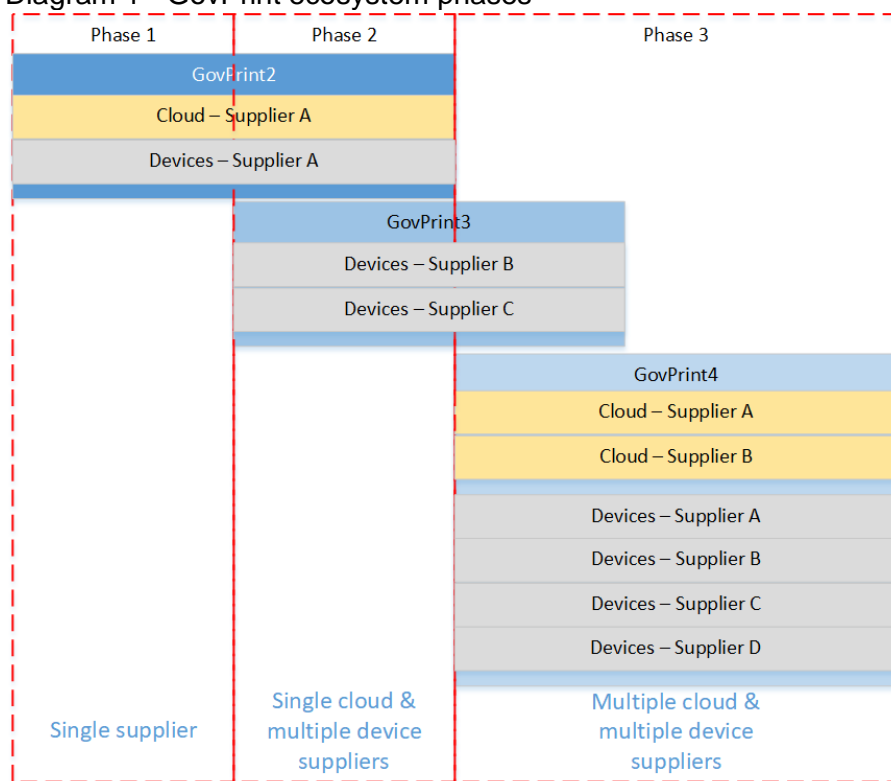
It is proposed to build the **GovPrint Ecosystem** over three phases using multiple further competitions:

- Phase 1 - will see a **single supplier** providing a full stack service i.e. print devices, cloud service devices and operational services (including consumables). The current further competition for GovPrint2 is for the selection of the supplier for this service.
- Phase 2 - as the number of hubs increase, **additional suppliers** can provide devices (and associated operational services) that connect to the initial supplier's cloud service, suppliers will be selected following an additional further competition (GovPrint3)
- Phase 3 - **additional suppliers** can provide **additional cloud services** that interconnect using interoperability standards plus additional suppliers can provide **further devices** as the number of hubs increases (GovPrint4)

Diagram 1 illustrates how the service develops from being delivered via a single supplier in Phase 1, the addition of further device suppliers in Phase 2 and finally multiple device and

cloud suppliers in Phase 3. In each phase GPA reserves the right to select the number of suppliers to be awarded a contract.

Diagram 1 - GovPrint ecosystem phases



The timescale for moving through the phases will be dependent on the rate at which the service is rolled out and the number of devices, locations and clients increase. As these increase, GPA will consider whether to introduce additional suppliers to provide components of the service. For the avoidance of doubt the phases are not linked to specific contract periods i.e. the initial contract awarded through the current further competition is not just for Phase 1. During any awarded contract GPA reserves the right to move to Phase 2 and bring in additional hardware suppliers as and when the service scales to appropriate levels. However, it is not GPA's intention to move to phase 2 until the service scales to a fleet size in excess of 1,000 devices.

GPA will be the contract owner for all contracts used for the supply of the GovPrint2 service. As the number of suppliers moves beyond a single supplier in Phase 1 to multiple suppliers in Phase 2 onwards, GPA will need to consider how it wishes to manage multiple suppliers. GPA can manage all suppliers directly or adopt a Service Integration and Management (SIAM) model, with one lead supplier managing all other suppliers delivering the service. GPA has not decided on the approach it wishes to take at this stage and if the SIAM model is adopted this will be procured separately.

Flexibility will be a key requirement for the GovPrint2 service and GPA will be looking to have flexibility in key areas including:

- Ability to roll out the service to GPA and non GPA locations
- Flexibility in the number of devices deployed
- Flexible cost model that scales as the service scales
- Flexibility with contract period (time) enabling GPA to sweat print assets and maximise value from cloud services

## 4 DEFINITIONS

Table 1 - Definitions

Term	Definition
Client	Government department or agency using GPA services
Direct Print / Push Print	User submits a print job directly to a specific MFD and the job is printed immediately
EUC / End User Compute	End user compute device e.g. laptop or desktop
Fleet / Device Fleet	Fleet of MFDs deployed to support the GovPrint service
Follow Me Print / Pull Print	User submits a print job from their PC/Laptop and goes to any MFD to authenticate and release print jobs
GovPrint	Overall shared print service
GovPrint1	First contract for a GovPrint service
GovPrint2 / the Service	Current tender for a GovPrint service
GovPrint3 / GovPrint4	Future tenders / contract for a GovPrint service
GPA Location	Other non hub GPA locations
GPA / The GPA / The Authority	Government Property Agency
Hub / GPA Hub	Multi occupancy building managed by GPA
MFD / Device / Print Device	Multi-functional device - device supporting print, copy and scan
Non GPA Locations	Locations managed by other government departments or agencies
OS / Operating Systems	
Primary Period	The Call-Off Initial Period of 4 years when GPA will require the services as outlined within the contract
Shared Print Service / GovPrint	The GovPrint service
SaaS	Software as a Service
Secondary Period	The Call- Off Optional Extension Period of 1 year +1 year +1 year when devices or the cloud services continue to operate and GPA will require the service and maintenance of those devices and cloud services only



SIAM	Service Integration and Management
Supplier / Suppliers / Print Service Supplier	Suppliers that provide components of the GovPrint service
VDI / Virtual Desktop Infrastructure	

## 5 SCOPE OF REQUIREMENT

Key to the success of the GovPrint2 service will be the ability to meet a wide range of requirements from government organisations using the GovPrint2 service either within GPA locations or clients own locations. It will also be important to standardise wherever possible to ensure a cost effective and efficient service. GPA is therefore categorising requirements as follows:

- **Core Service** - services that will be delivered to all locations and clients of the service. These requirements will be included in the quality and cost evaluation process and the Supplier must include all core services in their cost proposal.
- **Optional Services** - The proposed service must be able to support these capabilities but they will be deployed on a case by case basis to meet a specific client's needs. These services are at additional cost and based on client demand / need. The supplier's overall ability to provide these services will be included in the evaluation process. Suppliers do not need to provide costs for these services. Optional services will be clearly marked in all relevant sections.
- **Future Services / Innovation** - there are a number of areas where GPA wants to review future services that could deliver additional benefits. Suppliers will be requested to provide information about specific areas, this will be for information only and will not be formally evaluated.

Where GPA has not indicated otherwise, the supplier must assume requirements are part of the Core Service.

As outlined previously this tender is for a single supplier to provide the GovPrint2 service. The service will support content that is classified as OFFICIAL. The supplier will provide the following components:

- Print Devices - a fleet of multi-function devices (MFD)
- Cloud Services
  - Device Management Service - Cloud SaaS (Software as a Service) solution for remote device configuration, monitoring and management

of print devices including supporting fleet automation e.g. service alerts and toner requests

- Cloud Print Service - Cloud SaaS providing printing and scanning services
- Deployment Services - service standup, building on-boarding and client on-boarding
- Operational Services - consumables, support, maintenance, service operations. service delivery management and contract management

The number and location of print devices will be determined as each hub and client comes on stream and there is no guarantee of a specific minimum number of locations or devices, or minimum print volumes.

To deliver operational services the supplier will need to work with a number of other organisations and suppliers to deliver efficient services. For example, in a hub building they will need to work with the client Service Desk, the Hub Service Desk and the FM Service Supplier.

Although the service is primarily for GPA hub locations the contract will support the ability to roll out the service to other non GPA hub locations.

GPA wants interoperability between the GovPrint2 Cloud Print Service and the service provided as part of the current GovPrint1 service.

## **6 THE REQUIREMENT**

### **6.1 Commercial Requirements**

GPA will procure the service under the Crown Commercial Services framework RM6174 Multifunctional Devices (MFDs), Print and Digital Workflow Software Services and Managed Print Service Provision, Lot 2 Multifunctional Print Devices (MFDs) Print Management and / or digital Workflow.

#### **6.1.1 General Commercial Requirements**

GPA requires the GovPrint2 service to offer flexibility and the commercial structure of the GovPrint2 service must support the following:

- Ability to roll out the service to GPA and non GPA locations
- Flexibility in the number and mix of Devices deployed based in client needs - the number and capability of devices will be determined as part of the client onboarding process
- The Supplier must not impose any minimum volume commitments attached to GPA as a whole or to individual devices or services

- Flexibility with Device lease Secondary Period allowing devices to remain in service for up to the maximum extension period enabling GPA to sweat print assets
- Flexibility with Cloud Print Service Secondary Period enabling GPA to continue to use the service whilst it is fit for purpose and Devices are connected to it
- The supplier will be required to work with other hardware suppliers selected by GPA within Phase 2 of the service and allow these suppliers to connect compatible devices to the Cloud Print Service
- GPA will require service credits linked to defined SLA performance measures
- The supplier must agree to support the following service contract structure:
  - GPA will have a contract with the Supplier with a master agreement for full service with Supplier
  - GPA will have a Memorandum of Understanding (MOU) with each client using the service
  - Call Off orders will only be placed once clients have signed the MOU
- The standard terms and conditions of the framework will apply to any call off orders placed as a result of the current Further Competition
- The Supplier will be responsible for ensuring that they have the rights to deploy and operate all products including hardware and software solutions provided to GPA as part of the contract and for the full period of the contract
- The Supplier will ensure that they have the correct licensing and suitable support agreements in place to deploy, maintain and operate all products including hardware and software solutions provided to GPA as part of the contract and for the full period of the contract
- TUPE – GPA considers that TUPE regulations do not apply to the requirements for GPA in GPA hub buildings but may be applicable to the service if deployed outside GPA hub locations
- GPA has not defined the specific conditions under which it would move from Phase 1 to Phase 2, however, it is not GPA's intention to move to phase 2 until the service scales to a fleet size to around 1,000 devices. Once GPA has moved to Phase 2 new locations will be allocated in an equitable manner between all suppliers that can provide hardware (including the initial supplier).

### 6.1.2 Contract Structure

Table 2 - GovPrint2 Contract Structure summarises the proposed contract structure for the Service.

Table 2 - GovPrint2 Contract Structure

	Primary Period	Secondary Period
Contract	4 years  Devices can be deployed during this period in any GPA and non GPA locations  No limit to the number of devices deployed	Until last device deployed during contract primary period has been retired  No new devices can be deployed or new locations onboarded
Device	4 years  Primary lease cost	Until device has reached the end of the available extension periods  Secondary lease cost
Cloud	4 years  Subscription cost	Until last device deployed during contract primary period has been retired  Subscription cost

### 6.1.3 Pricing Model

Table 3 - GovPrint2 Pricing Model summarises GPA's required pricing model for the Service.

Table 3 - GovPrint2 Pricing Model

Component	Charge option
Print Devices	Quarterly lease payment with primary and secondary periods and associated costs billed in advance
Device Deployment Services	Cost per device to deploy and connect the device to the cloud service
Cloud Services	Quarterly subscription payment per print device connected to the cloud service billed in advance
Consumables and Operational Services	Cost per page billed in arrears
Location On-boarding	Fee per location onboarded billed after activity complete

Client On-boarding	Fee per client onboarded billed after activity complete
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## 6.2 Technical Environment

All components of the proposed solution must fully support the IT infrastructure deployed to support GPA Hubs and support typical client IT infrastructure environments.

### 6.2.1 GPA Hub IT Infrastructure

The following IT Services will be provided in a GPA Hub:

#### **Shared Network**

GPA provides a shared network in GPA hubs with the following key capabilities:

- Cat 6 fixed cable with 1GB Ethernet with 802.1x access control using X.509 certificates
- WiFi 802.11ac
- IPv4
- Support for 802.1x authentication
  - Fixed network cable using X.509 certificates
  - Wifi using WPA2-Enterprise with X.509 certificates or username / password
- DHCP, DNS and NTP services
- The Shared Network will provide a Print VLAN supporting the following:
  - Communication between devices located within the Print VLAN only (no communication between the Print VLAN and other VLANs in the hub)
  - Internet only external connectivity with outbound initiated connections
  - Devices will be allocated to the Print VLAN using Certificate Authority (CA) issued X.509 certificates
  - The supplier will maintain a CA to issue certificates and is responsible for issuing, installing and renewing the certificates on the device. Device certificates should be valid for one year, or for the expected life of the device on the network (whichever is shorter).
  - All IT assets e.g. MFDs required to deliver the service within the hub will be allocated to the Print VLAN
- There is no Wide Area Network (WAN) connectivity between each GPA Hub or location
- Internet connectivity

- Internet connectivity via any required port or protocol
- No support for VPN connection to or from a building / location to the cloud service
- No support for in-bound initiated connections
- No support for in-bound firewall rules
- No support for Network Address Translation (NAT) or public facing IP addresses
- On-premise infrastructure:
  - There is very limited capacity for on premise infrastructure. The requirement is that the only on-premise infrastructure required will be the print devices and that these devices can connect to the required cloud services directly with no need for on-premise servers, appliances or other hardware.
  - There are no infrastructure resources e.g. servers, available on site or in the cloud to host any software or agents required to support the service

#### 6.2.2 Client IT Infrastructure

##### **End User Compute**

Where components are deployed in the client's end user compute environment they must fully support the typical IT infrastructure deployed by clients using the service, this will include the following:

- Clients will provide their own department End User Compute (EUC) devices e.g. laptops, desktops and mobile devices
- Department EUC device Operating Systems (OS) to be supported will include:
  - Windows – Win 10 / Win 11 (32 and 64bit) plus any future updates and releases
  - Mac OS 10
  - Chromebooks
  - Mobile clients – iOS and Android
- Client EUC devices connected to the Hub Shared Network will not have access to other resources on the shared network such as MFDs located on the Print VLAN
- Some clients may provide EUC services via Virtual Desktop Infrastructure (VDI)
- Some clients may provide print services via host based systems

### **Network Infrastructure**

Where print devices are deployed within client IT environments i.e. in non GPA hub locations, they must support typical network infrastructures deployed including:

- Cat 5 / Cat 6 fixed cable with 1GB Ethernet
- 802.1x access control using X.509 certificates or MAC Address Bypass
- WiFi 802.11ac with WPA2-Enterprise (X.509 certificates or username / password) access control or WPA2-PSK
- IPv4
- IPv6
- DHCP, DNS and NTP network services

## **6.3 Service Delivery**

### **6.3.1 GPA Hub Service Delivery**

The full end to end print service will be provided in GPA hubs via three service providers:

- Print Service Provider - the services provided by the Supplier selected based on the outcome of the current Further Competition
- Hub IT Service Management Service Provider (ITSM Service Provider) delivering the following services:
  - Service Desk
  - Hub onboarding support
  - Network operations and management
  - Incident Management for in-scope services
  - Release and Change Management
- Hub FM Service Provider delivering the following services:
  - Consumables delivery within the building
  - Paper provision and delivery within the building

The Print Service Supplier will work with the Hub ITSM Service Provider and Hub FM Service Provider to ensure efficient operation of the service.

### **6.3.2 Non GPA Hub Service Delivery**

In non-GPA Hubs the detailed service model will vary. The detailed service delivery model will be defined on a case by case basis but the range of services provided by the Supplier will remain the same.

## 6.4 Print Devices

### 6.4.1 Product Catalogue

The Supplier must be able to supply a suitable range of devices. All devices must be products that are currently supplied and fully supported by the relevant manufacturer. The proposed range will include A3, A4, mono and colour capable devices. GPA wishes to limit the range of devices as indicated below and the Supplier must recommend a suitable product portfolio that balances cost with capability, specification and performance. The following section outlines the specification for each proposed device in the catalogue. The products proposed must support the requirements in four product core areas:

- Speed
- Recommended Average Monthly Volume
- Input / Output trays
- General Requirements

Table 4 - Product catalogue device outline specifications (Speed, Volume & Input / Output)

Category	Speed	Recommended Average Monthly Volume	Input / Output Trays	Other Requirements
Low volume mono MFD	20 - 35ppm	up to 8K	Min 2 trays	Desktop or Floor standing with optional cabinet
Low volume colour MFD	20 - 35ppm	up to 8K	Min 2 trays	Desktop or Floor standing with optional cabinet
Mid volume mono MFD	35 – 50 ppm	up to 20K	Min 3 trays, total capacity 2K pages Finisher with staple	
Mid volume colour MFD	35 – 50 ppm	up to 20K	Min 3 trays, total capacity 2K pages Finisher with staple	
High volume mono MFD	50 – 70ppm	up to 40K	A3 Min 3 trays, total capacity 3K pages Finisher with staple	
High volume colour MFD	50 – 70ppm	up to 40K	A3 Min 3 trays, total capacity 3K pages Finisher with staple	

#### General Requirements

All devices must support the following General Requirements:

- Print, copy and scan functionality
- Duplex output
- Duplex document feeder



- User friendly interface – large control panel with consistent and intuitive user interface, common look and feel across all products proposed
- Parts and consumables must be available for at least 7 years from date of device installation
- All equipment, accessories, parts and consumables must meet all current and relevant UK legislation during the life of the contract
- All devices must be fully compliant with the technical requirements outlined in Section 6.2 Technical Environment. If any modifications are required to provide full compliance these must be made at no cost to GPA.
- All devices will support relevant environmental certification e.g. ENERGY STAR qualified or EPEAT-registered Gold level
- The Supplier must be able to fully support and maintain all devices to manufacturer's recommendations for the full period of the contract
- The devices must fully support the proposed Cloud Services
- Please note that the number of each device model within the deployed Device Fleet will be defined as part of the hub / location and client on-boarding process

#### 6.4.2 Device Additional Options

The Supplier must be able to provide a range of additional options including those described in Table 5 - Device Additional Options.

Table 5 - Device Additional Options

Option	Model Support
Additional Paper Trays	All devices
Large Capacity Trays	Mid volume, high volume and specialist devices
Advanced Finishers e.g. Booklet Maker	Mid volume, high volume and specialist devices

For the avoidance of doubt, suppliers are not required to provide costs for additional options.

#### 6.4.3 Network / Connectivity

All proposed devices must fully support the IT infrastructure deployed within **GPA hub buildings** and typical IT infrastructure deployed in **non GPA locations** as defined in section 6.2.

In addition, devices must also support the following:

- Deployment and management (request, deploy, renew and revoke) of X.509 certificates to support device identity and data encryption
- Support IPPS (Internet Printing Protocol)
- Trusted Platform Module (TPM) in print device

- Support central collection of device activity logs, logs to be forwarded to central logging service e.g. using syslog (service/software to be confirmed)
  - Devices deployed in GPA locations will send activity log data to GPA logging services
  - Devices deployed in non GPA locations will send activity logging data to the host departments logging service
- Obtain IP address and DNS using DHCP, including via DHCP reservation
- Fully support proposed cloud solutions

#### 6.4.4 Accessibility

GPA has a legal obligation under the Disability Discrimination Act to make reasonable adjustments to its services in order to ensure that they are accessible to all.

To support this, GPA will require devices that are capable of supporting the following:

- Accessible to wheelchair users
- Accessible to users with visual and/or manual dexterity impairments
- Accessible to users with age related deterioration of eyesight
- Accessible to users who find it hard to understand written instructions such as those who do not have English as their first language.
- Accessible via remote access to MFD interface e.g. mobile or PC app / browser service to enable end users to control the MFD interface (optional)

If any of these requirements can only be supported by the installation of additional options, these options must be included in the Supplier's response and included in any pricing.

#### 6.4.5 Specialist Devices (Optional)

In addition to the devices outlined in Section 6.3.1 Product Catalogue, GPA may require the Supplier to provide specialist devices e.g. wide format printers, high volume devices, barcode printers, scanners etc. to meet the needs of specific clients.

The Supplier must be able to offer a range of additional devices.

The requirement for such devices will be defined as part of the client on-boarding process.

Costs for any specialist devices are in addition to the overall costs for the service.

#### 6.4.6 Building / User Identity Pass

The GovPrint2 service including MFDs and the Cloud Print Service must support a wide range of commonly used building / user identity pass standards.

For GPA Hub buildings GPA will be standardising on GovPass cards.

The service must support the following:

- Card Reader - the MFD must have a card reader capable of reading the Static Serial Number from the following cards:
  - GovPass cards - Mifare Desfire EV2 Static Card Serial Number (7

byte)

- Other commonly used proximity cards
- User Authentication - the Cloud Print service must support the use of the Static Card Serial Number for user authentication

#### 6.4.7 GovPass Card Validation

GPA wishes to implement GovPass card validation within the Cloud Print Service. To support this the Cloud Print Service must be able to make an API call to the GovPass service to confirm the GovPass card is valid before allowing an authenticated user to access the service. GPA wishes to implement this functionality as soon as possible. Further details of the GovPass API are included in Appendix A - GovPass. For the avoidance of doubt, in locations where GovPass cards are not used there will be no requirement to confirm the validity of the card.

### 6.5 Cloud Services

#### 6.5.1 General Approach

The Supplier must provide the proposed software solutions via a fully cloud based service with no on premise hardware or software components (with the exception of any required software deployed to EUC client devices or installed on Print Devices). The supplier must deliver the service via a multi-tenant Software as a Service (SaaS) service model and a public cloud deployment model. The Supplier can propose multiple software solutions to meet the overall requirements. The overall cloud service must support the following:

##### **IT Infrastructure Support**

- All components of the proposed solution must fully support the IT infrastructure deployed within a hub building as defined in section 6.2.1 GPA Hub IT Infrastructure
- All components of the proposed solution must fully support the typical IT infrastructure deployed within clients locations as defined in section 6.2.2 Client IT Infrastructure

##### **Print Devices**

- All proposed solutions must support all the print devices proposed by the Supplier

#### 6.5.2 Cloud Device Management Service

The Supplier must provide a cloud based solution to enable them to effectively configure, monitor and manage all devices deployed as part of the service. The Supplier will configure all deployed devices to connect to the service. The Supplier may wish to use more than one solution to meet the overall service requirements.

The proposed solution is primarily for the use of the Supplier in maintaining and managing the fleet of devices and must offer the following capability in the following four core areas.

##### **Remote Device Monitoring**

- Remote monitoring of devices
- Automated Consumables Alerts
- Automated Service Alerts including
  - Supplier resolvable alerts e.g. Break Fix / Maintenance
  - Customer resolvable alerts e.g. Toner Low/Out and Paper Out, with ability to route to client Service Desk

### **Remote Device Configuration and Management**

- Device diagnostics
- Device configuration
- Deployment of standard device configuration agreed between the Supplier and GPA
- Device configuration compliance i.e. ensure each device is compliant with standard device configuration and remediate if necessary
- MFD X.509 certificate management - issue, install, renew and revoke print device CA issued certificates, each device will have two certificates installed; identity and cryptography
- The supplier will be responsible for providing the PKI infrastructure required to issue and revoke CA issued device certificates
- Device firmware update

### **Reporting and Billing**

- Device level data collection including print/copy/scan activity
- Automated collection of billing data
- Sustainability reporting

### **Device Fleet Dashboard / Service Portal**

- Devices deployed and current status
- Open service requests
- Open consumable requests
- Ability to group devices to manage access to device information e.g. GPA can see all devices and a client can see devices in the buildings they occupy
- Access to the MFD fleet dashboard will be for authenticated and authorised users only

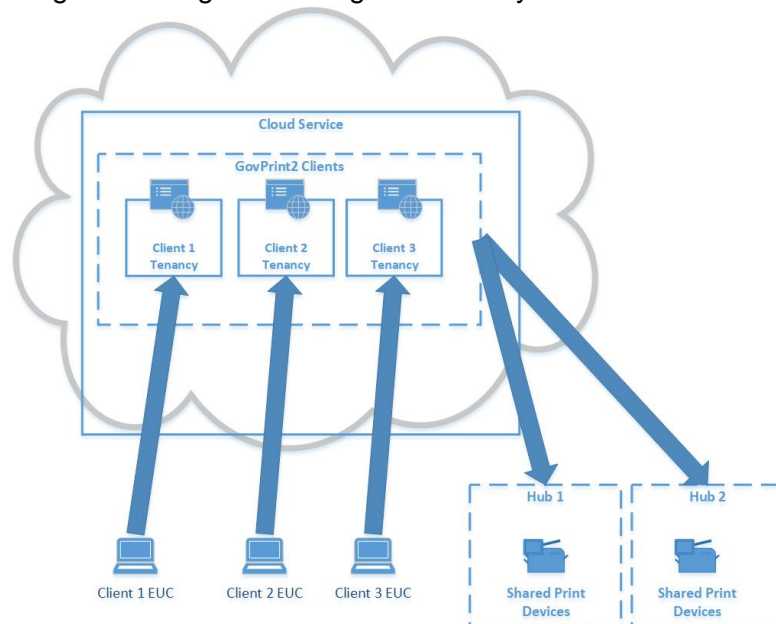
### 6.5.3 Cloud Print Service Delivery Model

The Supplier must provide a fully cloud based solution to support a print, copy and scan service.

The proposed solution must support the following capability:

- Multi-tenant Software as a Service (SaaS) service model and a public cloud deployment model
- Logical Tenancy Structure
  - Support a logical tenancy structure as outlined in Diagram 2 that enables
    - Each client to have their own tenancy within the GovPrint2 Service
    - Each Print Device to be shared and accessible by users across all tenancies within the GovPrint2 service

Diagram 2 - High Level Logical Tenancy Structure



- User Authentication and Access Control
  - Support a wide range of user authentication solutions / services including but not limited to:
    - On Premise - LDAP, Active Directory
    - Cloud - Azure AD, OpenID Connect, Google, Okta, PING
  - Each client accessing the service will have their own independent identity management solution / service that will be managed by the client

- There will not be a central identity source that can be used by the service to support user authentication and the service must be able to integrate with multiple independent identity services
- Each client tenancy can be linked to the client's identity management solution
- Print Device support
  - Support all devices proposed by the Supplier
  - Support a wide range of print devices from other manufacturers with a specific emphasis on supporting other manufacturers products that are available via RM6174 without the need for additional hardware
  - Support print, copy and scan functions

#### 6.5.4 Cloud Print Service Functionality

The cloud print service must support the following functionality.

##### **Pull Print / Follow Me Print**

- Provide a Pull Print / Follow Me Print service i.e. users submit a print job(s) and then goes to any device to release their print job(s)
- Cloud service must only accept incoming connections from authenticated endpoints
- Support client endpoint authentication using X.509 certificates using Certificate Authority (CA) issued certificates issued and managed by the Supplier
- Support client endpoint authentication using X.509 certificates issued by the Client (Optional)
- Single Print queue regardless of location or target device
- Any software required to be installed on EUC devices e.g. printer drivers or client software must:
  - Support EUC device OS as defined in Section 6.2.2 Client IT Infrastructure
  - Single client / printer driver supporting:
    - all devices proposed by the supplier
    - multiple manufacturers print devices with a specific emphasis on the manufacturers products available via RM6174

- Be digitally signed
- Must be updated as required to support releases of updated EUC device OS as they are released by the OS vendor
- Must support the ability to be packaged and deployed via automated process such as Group Policy or deployment tools such as MECM, this must include delivery of updates
- After initial deployment, support updates to EUC device client managed from the cloud service (subject to any EUC device / OS limitations or controls)
- Print Job Submission
- Submission from EUC device using 'file>print' functionality
- Default print settings can be set including duplex and mono output. Users can select to change these for each job/application session.
- Print Job Spool Location
  - Support spooling and storage of print job to the Cloud Service
  - Support local spooling and storage of print job on EUC device or other local storage i.e. storage within the clients infrastructure (optional)
- Print Job Release
  - Support for all devices deployed by the Supplier
  - Print Release Workflow at MFD
    - User authenticates at the MFD using a GovPass card or unique PIN code as secondary logon method
    - User can review list of submitted print jobs
    - User can select single, multiple or all jobs
    - User can select action: Print, Print & Save or Delete
    - Non-collected print jobs deleted after a customisable specified period, this period should be set at the tenancy level
  - Mobile Device Release Client (optional)
    - Mobile device client to support release of print jobs
    - Support for Android and Apple devices

## **Push Print / Direct Print**

- Provide a Push Print / Direct Print service i.e. users submit a print job to be printed on a specific device, once the job is submitted it is printed on the specific device

### **Offline Printing**

- For non GPA locations where local storage is enabled the service must support release of print jobs if there is a loss of connectivity to the cloud service

### **Home Push Printing**

- Print job submission from EUC device
- Print job released on selected device connected to users home network (subject to connectivity limitations imposed by the client e.g. client VPN limits access to local network)
- Print job released on selected device connected to EUC device via USB

### **Print Rules**

- Ability to implement print rules to manage user behaviour such as:
  - Enforce double sided printing
  - Enforce mono printing
- Ability to set rules within each tenancy

### **Scanning**

- Support for all devices deployed by the Supplier
- Scan to Email
  - Users registered email address only
  - The sent from address must be populated by the authenticated user's registered email address
- Scan to cloud destinations
  - Support a range of common cloud storage services including but not limited to Microsoft OneDrive, Google Drive, Dropbox etc.
  - Scan to clients specific tenancy within their cloud storage service
  - Default settings can be set at a tenancy level
- Scan Settings
  - The solution must support the ability to set a range of Scan Settings including resolution, file format, file name, mono/greyscale/colour etc.



- Default settings can be set at a tenancy level
- User can change default settings at MFD when scanning
- File Formats
  - The solution must support output of files in searchable PDF/A

#### **User Authentication and Authorisation**

- Support integration with each clients identity management solution / service
- Support Role Based Access Control (RBAC) with ability to control access to the service based on group membership, examples include:
  - End users who can access print, copy and scan services
  - Client admins who can access service management and reporting functions
  - Supplier admins who can manage the service (these should be protected using Multi-Factor Authentication)
  - Ability to managed access to MFDs based on group membership
- User ID / Building Card Registration
  - Card self-registration process at print device using One Time Password issued to user

#### **MFD Software**

- MFD device client software to be installed on each print device must support:
  - User authentication and access control
  - Access to print, copy and scan services
  - Certified by MFD vendor if the MFD vendor offers a certification program
  - Be digitally signed
  - Available for multiple manufacturers MFDs including products from all manufacturers who have products available via RM6174

#### **Tracking, Auditing and Reporting**

- Track user level print, copy and scan activity across all print devices including recording user, device, date/time and job details e.g. file name etc. to support requirements defined in section 8 Management Information
- Track device level print, copy and scan activity across all print devices to support requirements defined in section 8 Management Information

### **Solution Management Portal**

- Portal that will enable GPA to monitor the Cloud Print Service
- Portal that will enable client admins to monitor and where appropriate manage their tenancy in the Cloud Print Service
- Portal that will enable end users to manage their account including:
  - Send / resend One Time Password
  - Register new ID / Building Card
  - Delete current ID / Building Card
  - Reviewing their service usage e.g. print volumes

#### **6.5.5 Microsoft Universal Print (optional)**

Some clients may wish to connect all or some of the print devices deployed in their locations to their Microsoft Universal Print tenancy instead of the Suppliers Cloud Print Service. In this instance clients will only require print devices, deployment services and operational services.

#### **6.5.6 GovPrint Phase 2**

Should the service scale to the point where GPA wishes to move to Phase 2 (see Diagram 1) and bring in additional hardware suppliers, the Supplier must enable connection of devices supplied under any future tender to the Cloud Print Service.

GPA will work with the supplier to define the technical requirements to enable devices to be connected to the Cloud Print Service. These requirements will be included in any future tender as part of Phase 2 to ensure that print devices are compatible with and are supported by the Cloud Print Service.

The supplier must not place any undue limitations on the technical requirements or technical restrictions to connect additional hardware suppliers devices to the Cloud Print Service.

GPA's expectation is that it will be possible to connect a wide range of print devices from multiple manufacturers with a specific emphasis on supporting manufacturers' products that are available via RM6174.

#### **6.5.7 Cloud Print Service Interoperability**

GPA has delivered the GovPrint1 service to 5 hubs and is now looking for a supplier to deliver the GovPrint2 service.

The ability for users to access shared print services across all hubs is a key requirement and GPA therefore needs interoperability between the GovPrint1 and GovPrint2 services.

The GovPrint1 service is delivered by Konica Minolta using Hybrid Cloud Platform (HCP) from EveryonePrint.

GPA recognises the potential complexity and difficulty in delivering this requirement and is willing to consider alternatives to having full interoperability available from day one of the GovPrint2 service. If the Supplier cannot provide full interoperability with GovPrint1 from day one they must clearly define what they are able to offer and development plans for enhanced functionality.

### 6.5.8 MFD App Store (future)

Many print suppliers now provide an App Store for apps that can be downloaded and used on their devices.

The supplier should provide an App Store for the provision of optional applications.

Applications may be at additional cost.

All proposed devices must support the manufacturer's App Store (if they have one).

It must be possible to manage which apps are deployed and to which device. Ideally it should be possible to make apps available based on the tenancy a user is a member of.

The expectation is that the apps displayed to an authenticated user are based on the settings of the tenancy they are a member of.

## 6.6 Deployment Services

### 6.6.1 Service Design and Model Office

#### **Service Design**

GPA will work with the selected Supplier to fully define and document the products and services to be delivered by the Supplier and GPA. This will include agreeing and documenting responsibilities for each party and the production of a comprehensive Service Design Document.

The Service Design Document will cover the following designs:

- The overall design of the service
- A standard design for each location / hub as it onboards to the service

#### **Model Office**

The Supplier must implement a Model Office prior to the deployment of the production service. The Supplier will provide all infrastructure required to support the proposed solutions. GPA will provide the services outlined in Section 6.2.1 GPA Hub IT Infrastructure. The Model Office will be used for the following:

- Demonstrating the service can meet the Authorities requirements
- Demonstrating the service to prospective GPA clients
- Reference environment to define device and software configuration prior to deployment
- Testing and evaluation
- On-going support

### 6.6.2 Project Management

GPA requires the deployment of the service to be actively managed by both the Supplier and GPA.

The Supplier must assign a named Project Manager. GPA will also appoint a named Delivery Manager to work with the Supplier.

The Supplier will follow GPA's standard project approach which may include, but is not limited to:

- Structure & Governance

- Project Board
- Project Team
- Documentation
  - Project Plan
  - Work Packages & Deliverables
  - Project Logs and Registers
- Project Reporting

The overall aim of Project Management will be to deliver the project on time, within budget and to agreed quality levels. This approach will apply both for the initial service stand up, location/hub onboarding and client onboarding.

#### 6.6.3 Production Service Stand-up

The purpose of Service Stand-up is to deploy all infrastructure and services required to deliver the Service before onboarding the first location / hub. This will include but is not limited to:

- Overall Service Design
- Project Management
- Configuration of proposed cloud services
- Deployment of Model Office for testing and evaluation
- Define standard configuration of print devices
- Stand Up of Operational Services
- Testing and evaluation

#### 6.6.4 Training

Training is critical to user adoption and overall success of the service. This section outlines GPA's requirements for training during the period of the contract.

The overall aim must be to minimise the need for end user training i.e. the service must be intuitive for end users.

The Supplier must offer a blended approach to training and will offer a range of methods for training including on-site, on-line / computer based training (CBT) and user documentation. The Supplier must provide a range of training options aimed at different target audiences including but not limited to client end users, client admins, GPA and ITSM Service Provider staff.

The Supplier must provide training for all elements of the proposed solution including hardware, software solutions and services.

The Supplier must work with GPA to create an agreed training package to support the deployment. The training package should include but is not limited to:

- Client on-boarding Training
- Service Desk triage for Client and ITSM Service Provider Service Desk

The Supplier must provide a suitable training service throughout the contract term. Training and technical documentation for all hardware devices and software solutions must be made available in electronic format e.g. searchable PDF and should include user guides, user posters, user manuals and admin manuals. The Supplier must provide update training and documentation as reasonably required when new products are released.

#### 6.6.5 Print Device Deployment

Device deployment will occur throughout the Primary Period of the contract as new locations / hubs and clients are onboarded.

Device deployment will only commence once a client and GPA have signed off the Optimised Fleet Design. GPA and the Supplier will agree a deployment plan for each location / hub or client prior to the commencement of deployment. The plan will fully define activities and dates for all activities to be completed by both parties. Both parties will provide the staff resources required to meet agreed deadlines.

Prior to the start of the first hardware deployment GPA and the Supplier will agree a standard 'Build Book' defining agreed configuration parameters for all devices deployed. This 'Build Book' will be reviewed at regular intervals and updated as necessary.

Devices must be delivered in a 'plug and play' state; this could be in a final configuration state or in a basic configuration state that is updated to the final configuration state once the device connects to the cloud service.

Prior to commencement of deployment GPA and the Supplier will confirm:

- Device locations and device models and configuration
- Confirm data and power requirements. GPA will manage installation of any required data services and power.

The following is a non-exhaustive list of actions the Supplier must undertake for the deployment of the devices. The purpose of this process is to provide a 'plug and play' device delivered to an agreed location.

- Complete Pre-Delivery Inspection (PDI) and agreed pre-configuration of devices based on 'Build Book'
- Provide GPA with key device specific information to enable GPA to complete any required pre-delivery configuration of the location / hub infrastructure, such information may include (but is not limited to) MAC address and device serial number
- Delivery of devices to agreed locations on agreed dates and times
- Un-package devices and removal of all packaging
- Configure hardware components of devices e.g. attach options

- Installation and configuration of Cloud Print Service software client(s) on devices and connection to the Cloud Print Service
- Connection of the device to the Cloud Device Configuration, Monitoring and Management service
- Complete agreed testing including printing a configuration page and releasing test print
- Record a start meter reading
- Ensure the device is labelled with a GovPrint label
- Provide GPA with full details of deployed assets and maintain an accurate asset list

The Supplier must maintain an accurate asset list that fully documents all devices deployed. GPA will work with the Supplier to develop an agreed and scripted process for the processes outlined above as part of Service Design. All activities will be coordinated via the agreed Project Management process.

#### 6.6.6 Service Onboarding

##### **Location / Hub On-boarding**

The purpose of Location / Hub On-boarding is to deploy all infrastructure and services required to deliver the Service into a location / hub before the first client is onboarded and devices are installed. This will include but is not limited to:

- Location / Hub Service Design
- Project Management
- Configuration of proposed Cloud Print Service
- Configuration of network infrastructure in the location / hub
- Testing and evaluation

##### **Client On-boarding**

The purpose of Client On-boarding is to efficiently deploy all infrastructure and services required to deliver the Service in a location / hub to meet a specific client's needs. This will include but is not limited to:

- Client Engagement
- MFD Fleet Design
- Client IT Integration
- Testing and evaluation

##### *Client Engagement*

GPA will be responsible for the initial engagement with clients that wish to consume the service in GPA locations / hubs or other non GPA locations. Once a client expresses an

interest in the service, GPA will pass the opportunity to the Supplier to fully manage the client onboarding process. The aim will be to have an efficient and effective process that can optimise the onboarding process, reducing time and cost for all parties. The Supplier must fully project manage the deployment of the service.

#### *Fleet Design*

As outlined previously, the required fleet of devices will be defined for each client as part of the Client On-boarding process. The overall aim is to deliver and maintain an optimised fleet of MFDs that are capable of meeting client's print, copy and scan volume requirements.

This process is expected to include the following stages:

- Optimised Device Fleet Design based on Design Criteria agreed with GPA and the Supplier. The Design Criteria will include target device to user ratios e.g. 40 users to 1 MFD and agreed optimal MFD output volumes.
- Validation of proposed MFD fleet with Client Senior Responsible Owner/Stakeholder
- The Supplier will review the fleet and identify over and under-utilised devices and make recommendations for re-configuration whenever a new client moves into the building

#### *Client IT Integration*

The aim of client IT integration is to ensure integration between the client's IT infrastructure and the Cloud Print Service. This will include:

- Integration with the client's identity service to support identity management
- Support for deploying any EUC client software or drivers on EUC devices
- Integration with the clients cloud storage if the client is using a supported cloud storage platform

## 6.7 Operational Services

### 6.7.1 Service Desk

#### **Call Escalation**

Escalation of end user issues will follow the following workflow:

- End user experiencing an issue with the print service will log a call with their Departmental Service Desk
- The Departmental Service Desk will triage the call and escalate as follows:
  - Escalate to the Supplier if the issue relates to the Print Service
  - Escalate to the ITSM Service Provider for the hub / location if the issue relates to hub infrastructure e.g. the shared network

- If call escalated to the ITSM Service Provider are not related to the hub / location infrastructure the call will be returned to the Departmental Service Desk

### **ITSM Service Provider Service Desk**

The ITSM Service Provider provides a range of IT support and management services within a hub including a Service Desk. The ITSM Service Provider will provide a Service Desk during 'Normal Working Hours' as defined in Section 15 Service Level Agreements. The Departmental Service Desk will be able to log calls with the ITSM Service Provider Service Desk. The Service Desk will triage calls and those determined to be due to products, solutions or services provided by the Supplier will be escalated to the Supplier Service Desk via the following routes:

- Service Portal
- Email
- Telephone

GPA wishes to move towards improved integration between service desks and support call escalation via API / structured messages.

The Supplier will work with GPA and the Hub ITSM Service Provider Service Desk to develop an agreed triage process.

### **Supplier Service Desk**

The Supplier will provide a Service Desk service during 'Core Operational Hours' as defined in section 15 Service Levels and Performance.

The Supplier must be able to support escalation of calls via the following routes:

- Service Portal
- Email
- Telephone

GPA wishes to move towards improved integration between service desks and support call escalation via API / structured messages.

The Supplier Service Desk will review and triage the call. If the call is within scope of the services provided by the Supplier, the Supplier will resolve the issue and formally close the call. If the call is out of scope of the services provided by the Supplier the Supplier can reject the call returning it back to the service desk that escalated the call.

Calls / service requests deemed to be in scope for the Supplier are:

- Print Device faults and maintenance requests
- Consumable requests
- Fulfilment of authorised Change Requests
- Cloud Print Service faults and issues

The Supplier must provide a Service Portal to allow the client Service Desk and ITSM Service Supplier Service Desk to track the following:



- List of in-scope assets
- Status of all open calls – including those raised by any device monitoring software deployed as part of the software solution
- Status of open toner requests/dispatches
- Other relevant services provided by the Supplier as part of the contract e.g. change requests

GPA and the Supplier will work together during Service Design to agree and fully document the Service Desk processes including a full escalation process.

Please note that for non GPA Hub locations the escalation route may differ e.g. ITSM Service desk will not be part of the call escalation route, but the same overall principles will apply.

**Supplier Service Desk Extended Support (optional)**

GPA may require extended support for some locations / hubs or clients (optional). The delivery of this service will be on a case by case basis based on the requirements of specific organisations.

This may include for example:

- Extended operational hours
- 24/7 support at critical times

For the avoidance of doubt, extended support is an optional service at additional cost and the Supplier will not need to provide costs for this service.

The Service Level Agreement for this service including service hours and response times is documented in section 15 Service Levels and Performance.

## 6.7.2 Consumables Management

The Supplier must provide consumables for all devices within the deployed fleet.

The Supplier must provide an automated consumables monitoring and fulfilment service.

The Supplier will deliver consumables to agreed locations.

The consumables will be labelled with the asset number of the device they are allocated to.

The Hub FM Service Provider will distribute the consumables to the relevant device and end users will install the consumable when the device reports that the consumable has been exhausted.

The Hub FM Service Provider will maintain a limited on-site consumable buffer stock.

The Supplier must ensure that all toner bottles and cartridges are capable of re-use or, as a minimum, recycling. The Supplier must provide a consumable reuse / recycling programme for all supplied consumables.

Please note that for non GPA Hub locations the consumable distribution route may differ e.g. FM Service Provider will not be part of the process, but the same overall principles will apply.

The Service Level Agreement for this service including service hours and response times is documented in section 15 Service Levels and Performance.

## 6.7.3 Device Break Fix & Maintenance

The Supplier will maintain all devices provided as part of the contract for the full duration of the contract.

The Supplier will provide a Device Break Fix & Maintenance service during Core Operational Hours as defined in section 15 Service Levels and Performance.

The Supplier will action all requests to resolve hardware faults and maintenance requests.

For the avoidance of doubt the costs for this service will include all parts and labour.

The Supplier will maintain devices based on the manufacturer's recommended maintenance schedules.

The supplier will maintain device firmware at the latest version(s) recommended by the manufacturer. Any firmware updates required to mitigate identified security issues must be applied as soon as is practicable. All updates will be managed via the change management process to be agreed with GPA.

The Service Level Agreement for this service including service hours and response times is documented in section 15 Service Levels and Performance.

#### **Device Break Fix & Maintenance Extended Support (optional)**

GPA may require extended support for some locations / hubs or clients (optional). The delivery of this service will be on a case by case basis based on the requirements of specific organisations.

This may include for example:

- Extended operational hours
- 24/7 support at critical times

For the avoidance of doubt, extended support is an optional service at additional cost and the Supplier will not need to provide costs for this service.

#### **6.7.4 Cloud Service Management and Support**

The Supplier will be responsible for the management and support of all Cloud solutions provided as part of this contract.

The Supplier must resolve all reported software service faults during Core Operational Hours as defined in section 15 Service Levels and Performance.

The Supplier must ensure that the software solutions meet the Service Level Agreements defined in section 15 Service Levels and Performance.

The Supplier must maintain all software at the latest version(s) recommended by the software supplier. Any software updates required to mitigate identified security issues must be applied as soon as is practicable. All updates will be managed via the agreed change management process. Where updates to any EUC client software can be managed via the cloud service, the Supplier will be responsible for applying updates.

The Service Level Agreement for this service is documented in section 15 Service Levels and Performance.

For the avoidance of doubt this requirement applies to all components that are deployed in the cloud and within the hub infrastructure. For components that are deployed within the client infrastructure e.g. EUC client software, the Supplier must review new releases and make a recommendation to GPA regarding whether updates need to be applied by clients. It will be the responsibility of the clients to deploy recommended updates. Where updates can be applied from the cloud service, the client will agree with the Supplier how updates are applied.

#### **Cloud Service Extended Support (optional)**

GPA may require extended support for some locations / hubs or clients (optional). The delivery of this service will be on a case by case basis based on the requirements of specific organisations.

This may include for example:

- Extended operational hours
- 24/7 support at critical times

For the avoidance of doubt, extended support is an optional service at additional cost and the Supplier will not need to provide costs for this service.

#### 6.7.5 Change Management

##### **Device Moves, Additions, Changes and Deletions**

All Change Requests for Moves, Additions, Changes and Deletions will be raised via the ITSM Service Provider Service Desk and managed via the Change Management process to be agreed with GPA.

Any large-scale changes such as onboarding a new client will be managed as a project and not a simple change request.

##### **Cloud Software Changes**

All Change Requests for software changes will be raised via the ITSM Service Provider Service Desk and managed via the Change Management process to be agreed with GPA.

##### **Software and Firmware Updates**

The Supplier will inform GPA when new releases of all software and firmware components are available for any component of the service provided including print devices and cloud services. All Change Requests for software or firmware updates will be managed via the agreed the Change Management process to be agreed with GPA.

#### 6.7.6 On-Site Staff Resources (optional)

The Supplier must be able to provide on site staff resources. On site staff must be able to provide a range of services including Device feed and water, Device break fix and maintenance and Support.

This is an optional service at an additional cost. Where the service is required, GPA will agree with the Supplier the services required. The Supplier will then provide a cost for the defined service.

## 7 KEY MILESTONES AND DELIVERABLES

Table 6 - Key milestones and deliverables

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Service Design	TBA
2	Model Office / Proof of Concept Build Complete	TBA
3	Production Service Design	TBA
4	Security Policies	TBA

<b>5</b>	<b>Production Service Build Complete</b>	<b>TBA</b>
<b>6</b>	<b>Test and Remediation</b>	<b>TBA</b>
<b>7</b>	<b>IT Health Check / Remediation</b>	<b>TBA</b>
<b>8</b>	<b>Production Service Live (ready to start onboarding)</b>	<b>Sep 2022</b>

## **8 MANAGEMENT INFORMATION/REPORTING**

The detailed structure and content for Management Information (MI) will be agreed during Service Design.

### **8.1 Core Information**

GPA requires the following core information to be available.

- Data available daily / current i.e. live activity reporting
  - Device level print, copy and scan volumes
  - User level print, copy and scan volumes
  - Job details including recording user, device, date/time and job details including but not limited to file name, file size, pages and copies, function (print, copy, scan) etc.
- Data available quarterly / management information
  - Billing data
  - Device activity and utilisation
  - SLA reporting
  - Benefits realisation
  - Cost management - baseline cost vs. current cost
  - Environmental impact / sustainability reporting

The MI requirements will change over the period of the contract and therefore the Supplier must offer flexibility to allow MI to be adapted as required throughout the length of the contract.

## 8.2 Access to Reports

Access to MI must be via a Reporting Portal or BI Tool which will be available to GPA and Client Administrators. Client Administrators must only have access to information that is for their specific organisation e.g. reporting for their specific tenancy within the service.

The Portal / BI Tool must provide the following:

- Access to all core information
- Range of standard reports
- Ability to create custom reports
- Ability to schedule reports

The Supplier must submit all required reports to support Service Delivery Management in electronic format e.g.

- Text based reports via PDF
- Data based reports via Excel / CSV

GPA is developing a Reporting Portal and will require the supplier to support importing of GovPrint2 reporting data into the GPA Reporting System. Methods for importing data may include:

- Data importing using CSV files
- Data importing via API (full specification to be defined)

The supplier must be willing to work with GPA to implement this.

## 9 VOLUMES

As outlined previously the specific number of devices and print volumes will be dependent on a range of factors including:

- The number of GPA locations the service is rolled out to
- The number of clients that subscribe to the service in each GPA location
- The number of client users
- The number of non GPA locations the service is rolled out to

GPA has used the following parameters to model the estimated number of devices and print volumes over the term of the contract:

- Planned GPA hubs
- Estimated adoption of service from clients occupying each GPA hub
- Estimated adoption of service for non GPA locations
- Estimated number of users

Table 7 provides a summary of the output from the model including the expected number of deployed MFDs across GPA and non GPA locations and estimated print volumes. The model is based on a fleet of primarily mid range colour MFDs. The projected volumes will be used to calculate a Total Cost of Ownership (TCO) for the service based on the pricing information provided by the suppliers. This TCO calculation will be used to evaluate the price element of the supplier's bid.

These figures are indicative and GPA does not guarantee the number of devices to be deployed or the print volumes.

Table 7 - Estimated MFDs and print volume across GPA and non GPA locations

Year	Deployed MFDs	Retired MFDs	Fleet Size	Annual Mono Pages	Annual Colour Pages
1	125	0	125	8,750,000	5,000,000
2	175	0	300	21,000,000	12,000,000
3	225	0	525	36,750,000	21,000,000
4	250	0	775	54,250,000	31,000,000
5		25	750	52,500,000	30,000,000
6		100	650	45,500,000	26,000,000
7		175	475	33,250,000	19,000,000
8		250	225	15,750,000	9,000,000
9		150	75	5,250,000	3,000,000

The overall projected service cost over the period of the contract is £9.75m.

## 10 CONTINUOUS IMPROVEMENT

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

The Supplier should present new ways of working to GPA during quarterly Contract review meetings.

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

## 11 SUSTAINABILITY

### 11.1 Sustainability

GPA wishes to minimise the environmental impact of the Shared Print Service throughout the period of the contract. This will include but is not limited to:

- Deploying energy efficient devices - devices must be ENERGY STAR qualified and EPEAT-registered Gold (in at least one geographic region)
- Data centres hosting cloud services should comply with the EU Code of Conduct for Energy Efficient Data Centres
- Optimise the number of devices required to meet client print volumes

- Maximising recycling of consumables, parts and devices and minimise waste to landfill
- Reducing the environmental impact of support services
- The Supplier will actively participate in GPA's programmes to reduce the environmental impact of hub buildings including:
  - Continually review and provide feedback to the Customer on all relevant UK and EU legislation, policies, guidance and technology changes (including new product announcements) relating to sustainability
  - Prepare within 180 days of Service Commencement Date and update at least annually, a consolidated road map and action plan demonstrating how they and the Other Suppliers will:
    - achieve business rules 1-3 of the UK Greening government: ICT and digital services strategy (2020-2025 or successor)
    - support the Customer to achieve the targets in the Sustainable ICT and digital services strategy: targets for 2020-2025 (or successor)
  - Prior to procurement on behalf of the Customer establish that Services or Goods meet the UK Government Buying Standards and requirements under the UK Greening government: ICT and digital services strategy (2020-2025 or successor)
  - Work with the Other Suppliers to reduce the overall carbon footprint baseline of the Services in line with the agreed target and timeline

The Supplier will be required to provide GPA every six months with consolidated sustainability information for the full service. This report will be aligned to support the production of central government STAR (Sustainable Technology Annual Report) returns that the Customer must submit under its Greening Government commitments and other reporting obligations and shall include. The full details of the reporting requirements will be agreed between GPA and the Supplier during the design phase.

## 11.2 Social Value

The Social Value Model ('the Model') sets out government's social value priorities for Procurement. There are 5 themes and 8 policy outcomes which flow from these themes, as described in Table 8 - Social Value Model.

Table 8 - UK Government Social Value Model

Themes		Policy outcomes
1	COVID-19 recovery	Help local communities to manage and recover from the impact of COVID-19

2	Tackling economic inequality	Create new businesses, new jobs and new skills  Increase supply chain resilience and capacity
3	Fighting climate change	Effective stewardship of the environment
4	Equal opportunity	Reduce the disability employment gap  Tackle workforce inequality
5	Wellbeing	Improve health and wellbeing  Improve community cohesion

## 12 QUALITY

The Supplier must hold the following accreditations / certifications:

- ISO 27001
- ISO 9001
- ISO14001

## 13 PRICE

Prices are to be submitted via the e-Sourcing Suite Attachment 4 – Price Schedule excluding VAT and including all other expenses relating to Contract delivery. Table 9 summarises the charging options for each component of the service.

Table 9 - GovPrint2 component charging

Component	Charge option
Print Devices	Quarterly Lease for each model in the proposed catalogue  Cost for primary and secondary period  Print device costs must be based on Devices that fully meet the requirements set out in Section 6.4 Print Devices.
Deployment Services	Cost per device deployed as part of the service.



	Deployment costs costs must cover the provision of all services proposed to meet the requirements outlined in Sections 6.6.1 to 6.6.5
Cloud Services	<p>Quarterly subscription per Print Device connected to the Cloud Service</p> <p>Cloud service costs must cover the provision and operation of all software proposed to meet the requirements outlined in section 6.5 Cloud Services</p>
Consumables and Operational Services	<p>Cost per Page for all operational services costs including consumables required to operate the proposed range of devices</p> <p>Inclusive of all services outlined in Section 6.7 Operational Services</p> <p>Mono and colour cost per page</p> <p>Supplier can decide if they want to propose individual costs for each print device model or a blended cost across all models</p> <p>The cost must be the same for A4 and A3 output</p>
Other Deployment Costs	<p>Fee to deploy service to a GPA location</p> <p>Fee to onboard each client to GovPrint2</p> <p>Deployment costs costs must cover the provision of all services proposed to meet the requirements outlined in Section 6.6.6</p>
Device Moves	Costs for moves of previously deployed devices
Other Costs	The supplier must include any other costs they would plan to charge to deliver the service required to meet the requirements outlined in the Statement of Requirements
Pricing Notes	The supplier must provide any relevant notes or comments to support their submitted pricing e.g. assumptions

### Optional Services

There is no requirement to provide costs for any optional requirements.

### Spend Discount Model

GPA wishes to explore options to build in a Spend Discount Model where costs are reduced as overall spend with the Supplier increases.

### **Other Pricing Requirements**

The Supplier must provide details of all assumptions used when calculating costs in the Pricing Notes section.

The Supplier must clearly state any other items not included in the costs provided that are required to deliver the service required by GPA as defined in this document. The Supplier must also include any costs for these items in the Pricing Notes section.

GPA expect the following with regards to costs during the duration of the contract:

- Device lease costs will remain fixed for the duration of the agreed deployment phase
- Cloud Service costs will remain fixed for the first 12 months of the contract. On annual basis, starting at the 12-month anniversary of commencement date, costs will be reviewed and the Supplier may increase costs in line with an agreed index such as the Consumer Price Index.
- Services costs will remain fixed for the first 12 months of the contract. On annual basis, starting at the 12-month anniversary of commencement date, costs will be reviewed and the Supplier may increase costs in line with an agreed index such as the Consumer Price Index.
- The Supplier must include their proposed indexation model and reference index in their response in the Pricing Notes section.

## **14 STAFF AND CUSTOMER SERVICE**

The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

The Supplier's staff assigned to the contract shall have the relevant qualifications and experience to deliver the service to the required standard.

Key technical staff involved with implementing, managing or supporting the service should have, or be expected to undertake National Security Vetting to Security Check (SC) level.

The Supplier shall ensure that staff understand GPA's vision and objectives and will provide excellent customer service to GPA throughout the duration of the Contract.

## **15 SERVICE LEVELS AND PERFORMANCE**

### **15.1 Service Level Agreements**

The following section outlines the core Service Level Agreements (SLAs) GPA wishes to implement. The final Service Level Agreements will be fully documented in the Service Design.

#### **Definitions**

- Normal Working Hours are Monday to Friday excluding applicable Bank Holidays 09:00 to 17:00
- Core Operational Hours for Operational Services are Monday to Friday excluding applicable Bank Holidays 09:00 to 17:00

- Print Platform Operational Service Hours for the Cloud Print Service are 24 / 7
- Business Days are Monday to Friday excluding applicable Bank Holidays
- The target period for all service level targets is one quarter

## Service Levels

Core SLA's are marked in bold

Description	Service Level Measure	Service Level Target
<b>Total Fleet Uptime</b>	Fleet Availability during Core Operational Hours	98%
<b>Hub / Location Fleet Uptime</b>	Fleet Availability during Core Operational Hours	98%
<b>Device Uptime</b>	Device Availability during Core Operational Hours	96%
<b>Device Removal / Replacement</b>	Number of faults Failure to meet Device Uptime	4 calls for same fault over 2 quarters Expected uptime over 2 quarters
<b>Cloud Services Uptime</b>	Software fully functional during Core Operational Hours	99.7%
Device Software / Firmware Updates	Timescale to apply updates	General updates applied within 25 business days of release Security updates applied within 5 business days of release
Cloud Services Software / Firmware Updates	Timescale to apply updates	General updates applied within 10 business days of release Security updates applied within 5 business days of release
EUC Client Software (including drivers) Release	Release timescales	Release any required updates to EUC client within 8 weeks of release of OS update
MFD Client Software Release	Release timescales	Release any required updates to MFD client within 8 weeks of release of any MFD update

<b>Supplier Service Desk</b>	Availability	Core Operational Hours
<b>Device Fault Response Time</b>	Maximum Average Response Time  Maximum Response Time	4 working hours from time call logged  < 6 working hours from time call logged
<b>Device Fault First Time Fix</b>	First Time Fix Rate	95% of logged calls
<b>Device Fault Resolution Time</b>	Maximum Fault Resolution Time	12 working hours from time call logged for 95% of logged calls
<b>Automated Consumable Requests vs. Manual Consumable Requests</b>	% automated requests	95% of consumable requests automated
<b>Consumable Available On-site When Required</b>	% availability	97% of consumables available on-site when needed
Consumable Delivery	Delivery time	2 business days from request
<b>Cloud Print Service Faults Response Time</b>	Maximum Response Time	Critical Issue 1 Working Hour from time call logged Non-Critical Issue 8 Working Hours from time call logged
Minor Device Change requests	Maximum response time	5 business days from date request received
Major Device Change requests	Maximum response time	10 business days from date request received
Additional Devices	Delivery time	21 calendar days from date request received
Billing and Invoicing	Provision of Invoice and Supporting Schedule	10 business days from period end
MI Reporting	Provision of MI reports	10 business days from period end
Product Catalogue Update	Time to inform GPA of catalogue change	At Service Review Meeting following confirmed product release date

Other SLA's that are defined in the standard Terms and Conditions for the framework will also apply if not explicitly stated above.

### Enhanced Service Levels (optional)

As outlined in section 6.7 Operational Services, GPA may require extended service hours for

some services, for example Service Desk and Device Break Fix in specific locations or for specific clients. Any associated SLAs will be defined on a case by case basis to reflect the nature of the enhanced service levels for example extended service hours.

### **Service Credits**

GPA wishes to implement appropriate Service Credits for key services where the Supplier fails to meet the agreed SLA Targets including:

- Total Fleet Availability
- Hub / Location Fleet Availability
- Device Availability
- Cloud Print Service Availability
- Device Fault Response Time
- Device Fault Resolution Time

Calculation of Service Credits will be based on guidelines documented in the Framework standard terms and conditions.

GPA will implement the exit and termination terms as defined in the Framework terms and conditions.

## **16 SECURITY AND CONFIDENTIALITY REQUIREMENTS**

### **16.1 General Approach**

RM6174 Call-Off Schedule 9 (Security) will apply to any call off orders placed following this Further Competition.

All proposed products and services including cloud based services must provide adequate protection against cyber-attack, unauthorised disclosure of information and unauthorised access.

The Supplier will be expected to demonstrate their compliance with relevant [NCSC guidance](https://www.ncsc.gov.uk/section/advice-guidance/all-topics) (<https://www.ncsc.gov.uk/section/advice-guidance/all-topics>) including the NCSC Cloud Security Principles.

### **16.2 Information Assurance**

Information held within systems that can be used to print to the Shared Print Service will be classified as OFFICIAL and all proposed hardware and software solutions must deliver a suitable level of protection.

Proposed solutions and services must comply with the UK Data Protection Act and any replacement data protection regime.

Suppliers must hold and maintain ISO27001 accreditation for the full period of the Agreement.

GPA will require the Supplier to hold and maintain Cyber Essentials Plus for the service delivered.

The final solution agreed with the Supplier will be reviewed as part of the standard GPA Information Assurance process. ~~The outcome of this process will then be signed off by the Cabinet Office SRO.~~

The service will be subject to regular IT Health Checks conducted by an NCSC CHECK approved organisation appointed by GPA. These will be conducted prior to the production service going live, periodically as part of on-going assurance, or at any point where the service is subject to a material change. The Supplier must actively support this and work with the IT Health Check supplier to complete the evaluation and support remediation of identified vulnerabilities or risks.

## 16.3 Device Security

### 16.3.1 Device Protection

Print devices must be adequately protected, this must include:

- Standard configuration of devices (to be fully defined as part of Service Design and Model Office deployment and documented in the Build Book)
- Devices must support:
  - Ability to change all default usernames and passwords
  - Trusted Platform Module (TPM) in print device
  - Protection of data at rest including hard disk encryption using standard protocols such as AES256 and data overwrite of erased data (minimum of three overwrites, single binary value of 8 bits, complement of first value, random stream of bits or single random binary value of 8 bits)
  - Protection of data in transit using industry standard protocols such as HTTPS / TLS 1.3 or higher, this will include data in transit from client EUC devices to the Cloud Service and Print Devices to the Cloud Service
  - X.509 certificates for device identity and cryptography. CA issued certificates issued and managed by the Supplier. For the avoidance of doubt, self signed certificates are not acceptable. Device certificates should be valid for one year, or for the expected life of the device on the network (whichever is shorter).
  - Device integrity including secure boot, firmware whitelisting and software whitelisting
  - Ability to disable all non-required protocols, ports and external interfaces (standard configuration of devices to be defined during design phase)
  - Firewall (or similar) to limit IP address ranges that can communicate with MFD
  - Central collection of device activity logs, logs to be forwarded to central logging service (logging service / solution to be confirmed)
  - Automatic deletion of partially printed job if the job is paused or fails e.g. after paper jam to prevent 'stored' jobs being printed after issue is

cleared

- Device security configuration will be included in the 'Build Book' agreed between the supplier and GPA
- Updating firmware to latest manufacturer recommended release (subject to agreed Change Management process and Service Level Agreements)
- Secure destruction of any customer data at device end of life including magnetic media and solid state media. This will include media removed as part of maintenance or repair e.g. replacement of failed HDD.

#### 16.3.2 Hard Copy Protection ~~(optional)~~

GPA may wish to implement hard copy output protection. This may include:

- Watermarks printed on documents
- Embedded tracking information printed on hard copy output

#### 16.4 NCSC Cloud Security Principles

The proposed cloud based software solutions must support the [NCSC Cloud Security Principles](https://www.ncsc.gov.uk/collection/cloud-security/implementing-the-cloud-security-principles) (<https://www.ncsc.gov.uk/collection/cloud-security/implementing-the-cloud-security-principles>) and the supplier will be asked to demonstrate conformance with the principles:

- Cloud Security Principle 1: Data in transit protection
  - The aim is to ensure data transiting networks is adequately protected against tampering and eavesdropping
  - Data must be protected during transmission between any components of the service including:
    - EUC Client to Cloud secured using HTTPS (TLS 1.3 or higher)
    - Cloud to print device secured using HTTPS (TLS 1.3 or higher)
    - Email service using SMTPS / STARTTLS
  - Support for suitable Key Exchange, Cipher and Data Integrity standards including
    - X.509
    - AES
    - SHA-2
  - Implementation of TLS must comply with [NCSC's guidance on using](#)

[TLS to protect data](https://www.ncsc.gov.uk/guidance/using-tls-to-protect-data) (https://www.ncsc.gov.uk/guidance/using-tls-to-protect-data)

- Cloud Security Principle 2: Asset protection and resilience
  - The aim is to ensure data, and the assets storing or processing it, are protected against physical tampering, loss, damage or seizure
  - Physical location and legal jurisdiction - services that store, process or manage information must be provided in data centres located in the UK. Where any information is processed outside the UK the Supplier must clearly identify the information and the circumstances under which the information is processed e.g. to provide support or technical assistance. Where significant data processing occurs outside the UK the service will be deemed not to be fully compliant.
  - Data centre security - locations used to provide cloud services must have adequate physical protection against unauthorised access, tampering, theft or reconfiguration of systems. These measures must conform to a recognised standard such as CSA CCM v3.0 or SSAE-16 / ISAE 3402
  - Data at rest protection - the service must provide suitable protection of data at rest to ensure data is not available to unauthorised parties with physical access to infrastructure. This must include:
    - Physical access control
    - Encryption of physical media using suitable encryption standards such as AES
    - Infeasibility of finding a specific customer's data on physical media
  - Data sanitisation - the process of provisioning, migrating and de-provisioning resources should not result in unauthorised access to user data
  - Equipment disposal - once equipment used to deliver the service reaches the end of its useful life, it should be disposed of in a way which does not compromise the security of the service, or user data stored in the service.
  - Physical resilience and availability - the supplier must ensure that the service is designed and delivered to meet agreed service levels
- Cloud Security Principle 3: Separation between users
  - The aim is to ensure a malicious or compromised user (organisation) of the service should not be able to affect the service or data of another
  - The supplier must clearly document how separation of data between



tenants is maintained by the service including logical separation within the software solution and/or the underlying infrastructure. This should include separation between users of the GovPrint2 service and other users of the underlying cloud service and separation between users within the GovPrint2 service (see 6.5.3)

- Cloud Security Principle 4: Governance framework
  - The aim is to ensure that the service provider has a security governance framework which coordinates and directs its management of the service and information within it
  - The supplier must adopt and conform to common security standards such as CSA CCM v3.0 or ISO 27001
- Cloud Security Principle 5: Operational security
  - The aim is to ensure that the service is operated and managed securely in order to impede, detect or prevent attacks.
  - The supplier must operate the following:
    - Configuration and change management
    - Vulnerability management
    - Protective monitoring
    - Incident management
- Cloud Security Principle 6: Personnel security
  - The aim is to ensure that supplier staff that have access to the service are trustworthy
  - The Supplier must have suitable process for screening staff
  - Key technical staff involved with implementing, managing or supporting the service should have, or be expected to undertake National Security Vetting to Security Check (SC) level
- Cloud Security Principle 7: Secure development
  - The aim is to ensure that services are designed and developed to identify and mitigate threats to their security
  - The service must be based on components that have been developed in an environment that considers security with an approach adheres to a secure development standard or recognised good practice
- Cloud Security Principle 8: Supply chain security
  - The aim it to ensure that all suppliers involved in providing the service

satisfactorily support all of the security principles required to provide a secure service

- All suppliers that provide the service must hold ISO 27001 accreditation
- Cloud Security Principle 9: Secure user management
  - The aim is to ensure that all clients can securely manage their use of the service
  - The service must support:
    - Authentication of users and support role based access control
    - Protection of management interfaces and support channels
    - Admin access protected by Multi-Factor Authentication (MFA)
    - Separation and access control within management interfaces
- Cloud Security Principle 10: Identity and authentication
  - The aim is to ensure access to the service is limited to authenticated and authorised users.
  - The service must ensure:
    - Identity is federated with the clients existing identity service
    - Only authenticated and authorised users have access to services based on their role
    - Users must be authenticated before using print devices and portals/interfaces
    - The service must support multi-factor authentication to management interfaces
- Cloud Security Principle 11: External interface protection
  - The aim is to ensure all external or less trusted interfaces of the service should be identified and appropriately defended
  - All service endpoints are protected including
    - Web interfaces are protected and only allow authenticated users to access the service
    - System end points e.g. print devices or software clients are protected using certificates

- Cloud Security Principle 12: Secure service administration
  - The aim is to ensure that systems used for administration are adequately protected
  - The Supplier must have a documented service management architecture that ensures system management limits privileged access to the service and limits risk
- Cloud Security Principle 13: Audit information for users
  - The aim is to ensure that clients have access to audit records required to monitor access to the service and the data held within it
  - The service must support comprehensive audit and reporting capability in line with GPG 13
  - Clients must be able to access logging data for their tenancy and GPA must be able to access logging data for the full service
- Cloud Security Principle 14: Secure use of the service
  - GPA will ensure that users of the service are adequately trained to use the service and the Supplier must support this as appropriate e.g. training, documentation etc.

## 16.5 Security Policies and Procedures

### 16.5.1 Information Security Management System (ISMS)

The Supplier shall develop and maintain an Information Security Management System (ISMS) that is compliant with the requirements set out in RM6174 Call-Off Schedule 9 (Security).

### 16.5.2 Security Management Plan

The Supplier shall develop and maintain a Security Management Plan that is compliant with the requirements set out in RM6174 Call-Off Schedule 9 (Security).

### 16.5.3 Security Incident Response Plan / Security Breach

The Supplier will implement a Security Incident Response Plan that is compliant with the requirements set out in RM6174 Call-Off Schedule 9 (Security).

### 16.5.4 Vulnerabilities

The Supplier will manage vulnerabilities and fix them in accordance with the requirements set out in RM6174 Call-Off Schedule 9 (Security).

#### 16.5.5 Business Continuity

The proposed solution must be resilient and secure. The Supplier must design the solution to be resilient with minimal single points of failure.

The Supplier must demonstrate they have a Business Continuity Plan for their organisation. The Supplier and GPA will work together to produce a Business Continuity Plan for the service.

The Supplier must work with Hubs ITSM Service providers and FM Service Providers to implement and test the Business Continuity Plan.

### 17 PAYMENT AND INVOICING

#### 17.1 GPA Locations

GPA recognises that the flexible nature of its requirements could lead to a complex billing process. The overall objective will be to work with the Supplier to implement a billing process that is simple and efficient.

In GPA locations:

- The Supplier will bill GPA based on the agreed cost model
- GPA will recharge costs to clients based on client print volume

The Supplier must issue quarterly a single consolidated invoice for all services delivered during the billing period. The structure and content of the invoice will be agreed between GPA and the Supplier based on the selected commercial model. Device lease and cloud subscription costs can be billed in advance and operational services can be billed in arrears.

The Supplier must issue a detailed schedule in support of the invoice. This schedule will include both summarised data plus a record for each device that includes:

- Device details e.g. asset tag, serial number, manufacturer and model
- Device location
- Period start meter reading - mono and colour
- Period end meter reading - mono and colour
- Period volume - mono and colour volumes
- Operational services - mono and colour
- Lease period cost
- Cloud connection cost
- Device change status (moved, addition or deletion) and date of change

The Supplier must provide the required information to support recharging of costs to clients.

GPA and the Supplier will work together during Service Design to agree on an appropriate

format for the invoice and schedule.

GPA will validate some or all volume data submitted as part of the billing schedule.

The Supplier must collect all information required for billing including meter readings automatically for all in-scope devices.

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

Invoices should be submitted to the address stated on the relevant Purchase Order and must reference the relevant Purchase Order number.

GPA will require the Supplier to support recharging of costs to clients. The primary requirement will be to provide client level print volume information. GPA and the Supplier will work together during Service Design to agree on an appropriate reporting mechanism to support client recharging.

GPA will apply an uplift to the Supplier's service cost before passing the costs to the client, the value of this uplift is to be defined.

For non GPA locations the Supplier can invoice the client directly.

In the future when interoperability between cloud print services is available, to support recharging with other interoperable services, GPA may wish to explore the CCS Financial Services framework to support cost recharging.

## 17.2 Non GPA Locations

For non GPA Locations where the service is consumed by clients e.g. clients own locations the Supplier will bill the client directly for the service. It is expected that client's requirements to support payment and invoicing will be aligned with those outlined in section 17.1. However, clients may have individual requirements in addition to those outlined in section 17.1.

## 18 CONTRACT MANAGEMENT

### 18.1 Service Delivery Management

Service Delivery Management (SDM) is central to delivery of benefits and the long-term success of the Shared Print Service.

The purpose of SDM includes but is not restricted to:

- Provide a defined communication route between GPA and the Supplier
- Service performance review / Service delivery management
- Benefits realisation
- Service planning – availability and capacity
- Product and technology review including product portfolio review

- Issue escalation
- Continual service improvement

### **Structure**

GPA will assign a named individual as the lead Service Delivery Manager.

The Supplier will assign a named individual as the lead Supplier Service Delivery Manager who will act as the key contact for GPA.

The Service Delivery Managers will be responsible for the day to day operation of the service.

Where the service has been deployed outside GPA hubs / locations, GPA may also include the relevant government department in any service review meetings.

GPA expects that three levels of meeting will be required:

- Monthly Review
  - Service performance review / Service delivery management
  - Review open issues
- Quarterly Review (as above plus)
  - Fleet design review – on-going fleet optimisation ensuring the right device in the right location
  - Service planning
  - Benefits realisation
  - Continual service improvement
  - Product and technology review including product road maps
  - Catalogue management
- Annual Review (as above plus)
  - Contract review

Due to the range of topics covered in the service review meetings a number of staff from both GPA (and relevant third parties) and the Supplier can attend the meetings as deemed appropriate.

GPA may also request the Framework holder to attend meetings as and when appropriate.

All meetings must be fully documented by the Supplier.

Attendance at Contract Review meetings shall be at the Supplier's own expense.

## **18.2 End of Contract**

At the end of the contract the Supplier must not impose any additional fees or costs including, for example, any costs for removal of equipment or settlement of contracts or leases.

Upon expiry, termination or cancellation of the contract it will be the Supplier's responsibility for the removal of any hardware and software solutions at no cost to GPA.

The Supplier must ensure secure destruction of any customer data at device end of life including magnetic media and solid state media. GPA will require certification for each device that follows this process.

GPA may wish to retain some devices for disposal via GPA's approved destruction process. The Supplier must be willing to support this but may reasonably charge for each device retained (the charge will not excessively exceed any residual value associated with a device).

Upon expiry, termination or cancellation of the contract the Supplier must work cooperatively with GPA to ensure an orderly transition. This will include, but is not limited to:

- Provision of a full and accurate asset list with details of all hardware and software solutions deployed as part of the solution, including any associated transfer or termination costs
- Where any hardware or software solutions are to be removed, agree an appropriate and reasonable timescale for removal
- Where hardware or software solutions remain in use by GPA during any transition period beyond the end of the contract the prevailing contract costs will be applied for any print volume produced on the Supplier's equipment.
- Support development of a Joint Exit Plan

Where any hardware or software solutions are removed by the Supplier any Authority and/or Tenant information must be securely removed and/or overwritten.

## 19 LOCATION

GPA currently plans to roll out the service to the following number of locations. The hubs are not fixed and the number, location and size may change.

Period	New GPA Hub Locations Onboarded During the Period	Cumulative Building Total
2022 / 23	2	2
2023 / 24	5	7
2024 / 25	7	14
2025 / 26	4	18

In addition, GPA reserve the right to:

- roll out the service to other non hub GPA locations.
- roll out the service to any locations identified during the primary contract term

GPA is not committed to rolling out the service to these specific hubs or any other locations.

## 20 APPENDICES

### APPENDIX A - GOVPASS

The GovPass service includes an AWS-hosted cloud based private API interface to enable services to confirm the validity of the GovPass card associated with the CSN (card serial number). The GovPass API infrastructure is private and only accessible via a Site-to-Site VPN and will require appropriate configuration by the supplier.

The following is extracted from the GovPass API Technical Documentation and relates to the **CheckCSN** API which the supplier would be required to interface with:

#### CheckCSN Request Example

**HTTP Method:** GET

**URL:** {{baseURL}}/CheckCSN?GovPassCSN=0490404A627180

- **{{baseURL}}** will be the URL for the API
- **CheckCSN** is the API resource used.
- **GovPassCSN** is the query parameter key.
- **0490404A627180** is an example GovPass CSN value, GovPass CSNs are 56 bit hexadecimal numbers. Some card readers output this value as a decimal number, if so, this must be converted to hex or it will fail the API's validation requirements.

#### CheckCSN Response Example

The following is the response to the example request detailed above. All responses are in JSON.

```
{  
  "GovPassCSN": "0490404A627180",  
  "CardState": "Active"  
}
```

- **GovPassCSN** returns the CSN value originally requested
- **CardState** returns the current reported status of the corresponding GovPass.

Possible **CardState** returns detailed in Table 4 - CardState values.

Table 4 - CardState values

State	Description
-------	-------------



Active	An active GovPass that can be enrolled at other locations.
Produced	A GovPass that has been encoded but not issued to site. Should not occur at live sties. Should trigger an alarm.
Issued	A GovPass that has been issued to a site but not yet enrolled for the first time. Is the expected return for when personalising a pass locally.
BuildingOnly	Reserved for GovPasses allocated for use as visitor or contractor passes that should not be used for access to any other building. Should trigger an alarm if not owned by the requesting building.
Lost	The GovPass has been reported as Lost by its Issuing Building. Should trigger an alarm.
Expired	Where a GovPass' validity date has expired i.e. the holder's clearance or contract has expired/ended.
Inactive	A state reserved for future use where a pass has been disabled. Should trigger an alarm.

For the purpose of GovPrint2 integration, Active and BuildingOnly card states are the only authorised ones. Any other state should deny the user access and trigger an alarm.

## Authentication

Due to the vendor agnostic nature of GovPass, the APIs have been designed with the varying capabilities of the building access control system vendors. Client certificates were not appropriate for use due to the likelihood of incompatibilities between the AWS API Gateway and ACS'. As such each site or lateral service will have unique VPN credentials and will be allocated a unique API key. This API key is issued by the GovPass project team and must be included in the header of each request. They key and value are:

- x-api-key - API keys are alphanumeric and contain 40 characters.

## **Call-Off Schedule 26 (Supplier-Furnished Terms)**

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

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

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

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

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

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

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

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

## **SUPPLIER SOFTWARE**

The Supplier is providing Xerox Tools and Xerox Client Tools to the Buyer in accordance with the terms as detailed below:

**REDACTED**

## **Joint Schedule 4 (Commercially Sensitive Information)**

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

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

<b>No.</b>	<b>Date</b>	<b>Item(s)</b>	<b>Duration of Confidentiality</b>
1	14/06/2022	Call Off Schedule 5 (Pricing Details)	The period of the Call Off Contract, including any extension period and two (2) years after expiry or termination of the Call Off Contract.
2	14/06/2022	Call Off Schedule 14 (Service Levels)	The period of the Call Off Contract, including any extension period and two (2) years after expiry or termination of the Call Off Contract.

## Joint Schedule 11 (Processing Data)

### Definitions

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

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

### Status of the Controller

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

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

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

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

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

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- (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
  - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
    - (i) nature of the data to be protected;
    - (ii) harm that might result from a Personal Data Breach;
    - (iii) state of technological development; and
    - (iv) cost of implementing any measures;
  - (c) ensure that :
    - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
    - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
      - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
      - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
      - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by

- the Controller or as otherwise permitted by the Contract;  
and
    - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
  - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
    - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
    - (ii) the Data Subject has enforceable rights and effective legal remedies;
    - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
    - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
  - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Personal Data Breach.

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8. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
  - (a) the Controller with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
  - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
  - (a) the Controller determines that the Processing is not occasional;
  - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
  - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:

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

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

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

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

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 8 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.



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21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
  - (a) to the extent necessary to perform their respective obligations under the Contract;
  - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
  - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
  - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
  - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:

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

## Annex 1 - Processing Personal Data

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

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are:  
Stephen Jones – dpo@cabinetoffice.gov.uk
- 1.2 The contact details of the Supplier's Data Protection Officer are: :  
privacy@xerox.com
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p>1. The GPA, the Data Controller (Buyer), instructs Xerox Limited, the Data Processor (Supplier) to process GPA Personal Data, with reference to the conditions set out in Article 29 of UK GDPR and in line with the terms as set out in this Annex 1.</p> <p>It is agreed that the Supplier must:</p> <p>1.1. comply with all applicable Data Protection Laws in the processing and protection of GPA Personal Data, including the Data Protection Act (2018) and UK GDPR.</p> <p>1.2. not process Buyer Personal Data in any way other than in line with the Buyer's instructions, permission and operational procedures. The Supplier is responsible for verifying it has relevant permission to process personal data with the Buyer in all specific or general instances, before processing Buyer Personal Data.</p>

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	<p>1.3. not analyse, share, give access to or process Buyer Personal Data for any other purpose than to supply the Services, unless permitted to do so in writing by the Buyer.</p>
Duration of the Processing	<p>2. Restricted to the term of this Call-Off Contract (including any extension periods) or if the contract is terminated early.</p>
Nature and purposes of the Processing	<p>3. Buyer Personal Data may be planned to be processed by the Supplier under the Call-Off Contract to provide and support the provision of the Services.</p> <p>3.1. The Services will provide a Cloud Based Print Solution for the Buyer, processing personal data, and potentially, special category data.</p> <p>3.2. The Buyer will perform a full DPIA once the system design, access controls and data processing have been finalised. The DPIA may identify risks that the Supplier commits to mitigate and address with the Buyer's approval required prior to any Buyer Personal Data being processed.</p>
Type of Personal Data	<p>4. The full extent and functionality of the personal data processing of the Supplier's solution is yet to be determined.</p> <p>4.1. Types of personal data permitted to be processed:</p> <p>- TO BE DETERMINED</p> <p>4.2. Special Category Data that is permitted to be processed with adequate access controls and additional protections:</p> <p>- TO BE DETERMINED</p> <p>4.3. This Section 4 must be completed by the GPA prior to the Supplier processing any GPA personal data, including at testing phase. It is the Supplier's responsibility to ensure that GPA personal data is not processed without permission.</p>

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Categories of Data Subject	<p>5. Data Subjects:</p> <p>- TO BE DETERMINED</p> <p>5.1. This Section 5 must be completed by the GPA prior to the Supplier processing any GPA personal data, including at testing phase. It is the Supplier's responsibility to ensure that GPA personal data is not processed without permission.</p>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>6.1. The Supplier agrees to ensure that all employees / individuals who have access (and potential access) to Buyer Personal Data have been vetted and are continuously security cleared to the levels as required by the Buyer.</p> <p>6.2. The Supplier shall further ensure that all employees, contractors, agents, Data Subprocessor personnel or any other individuals operating on its behalf will be subject to confidentiality undertakings of professional or statutory obligations of confidentiality.</p> <p>6.3. All Supplier or Data Subprocessor personnel with access to Buyer Personal Data must be based in the UK or the European Economic Area (EEA).</p> <p>6.4. In each case of data processing, the Supplier will ensure that access (including potential access) to Buyer Personal Data is strictly restricted to the individuals as necessary for the delivery of the Services.</p>
Data Transfer outside of UK / EEA	<p>7.1. The Supplier may not authorise the sharing or transfer of Buyer Personal Data or metadata for processing in countries outside the UK or the EEA without the prior written consent of the Buyer.</p> <p>7.2. If Buyer Personal Data is shared / transferred to any individual or organisation based outside of the UK or the EEA, the Supplier guarantees it will have established additional contractual</p>

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	<p>safeguards prior to the data transfer, compliant with UK GDPR and ICO Guidance. These must be either Standard Contract Clauses (SCCs) or if established after April 2022, must be International Data Transfer Agreements (ITDAs) signed with the recipient Data Subprocessor.</p> <p>7.3. The Buyer will require evidence-based assurance that SCCs / ITDA's are signed with all Data Subprocessors, where necessary under UK GDPR. The Supplier will produce evidence when requested.</p>
Data Subprocessors / Subprocessing	<p>8.1. The Supplier shall not disclose or share any Buyer Personal Data to any new individual or organisation acting as a Data Subprocessor unless authorised to in writing in advance by the Buyer.</p> <p>8.2. Where the Supplier has appointed a Data Subprocessor, it must implement the same, replicated terms on the processing of Buyer Personal Data with the Data Subprocessor as within this Schedule 7, Annex 1.</p> <p>8.3. The Supplier commits to the Buyer it has verified that all Data Subprocessors comply with relevant Data Protection Law, including UK GDPR, and has gained adequate assurance from the Data Subprocessor(s) that Buyer Personal Data will be processed securely.</p> <p>8.4. The Supplier accepts responsibility for the conduct, data processing and actions of all Data Subprocessors within its supply chain involved in the delivery of the Services to the Buyer.</p> <p>8.5. Data Subprocessors recognised by the Data Controller in the delivery of the Services:</p> <p><b>REDACTED</b></p>

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Personal Data Breach	<p>9.1. The Supplier shall notify the Buyer immediately without undue delay upon becoming aware of a Personal Data Breach, or potential Personal Data Breach, affecting Buyer Personal Data, in line with Article 33 of UK GDPR.</p> <p>9.2. As Data Controller, the Buyer is obliged to inform the UK Supervisory Authority (ICO) within 72 hours of awareness of a reportable data breach, so the Supplier shall not delay in notifying the Buyer of a suspected breach incident under any circumstances.</p> <p>9.3. The GPA Data Protection should be notified by email to ensure a date/time is recorded of the Data Breach's discovery and actions taken by the Supplier; and secondly, the GPA System Manager / SysAdmin contact known to the Supplier should also be contacted to ensure that the Buyer is aware and has acknowledged the breach incident at that time.</p> <p>GPA Data Protection Team - <a href="mailto:dataprotection@gpa.gov.uk">dataprotection@gpa.gov.uk</a></p> <p>9.4. The Supplier shall promptly provide the Buyer with all sufficient information to allow the Buyer to meet any obligations as Data Controller to inform Data Subjects and/or the relevant Supervisory Authority of the Personal Data Breach under the requirements of UK GDPR.</p> <p>9.5. All subsequent evidence and relevant information related to the Personal Data Breach as it becomes known to the Supplier shall also be shared without delay with the Buyer, so the Buyer can act in accordance with any responsibilities as Data Controller to update affected individuals and/or the Supervisory Authorities (if necessary).</p> <p>9.6. The Supplier shall co-operate with the Buyer and take reasonable commercial steps as are directed by the Buyer to assist in the investigation, mitigation and remediation of each such Personal Data Breach.</p>
Data Subjects Rights	<p>10.1. The Supplier shall fully assist the GPA by implementing appropriate technical and organisational measures, for the fulfilment of the Buyer's obligations as Data Controller to respond to valid requests from individual Data Subjects to exercise their</p>

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	<p>Data Subject rights under the Data Protection Act (2018) and UK GDPR.</p> <p>10.2. The Data Processor shall:</p> <p>10.2.1. immediately notify the Buyer if it receives a Subject Access Request (SAR) or enquiry from a Data Subject in respect of their Personal Data; including details of how the SAR was received and recorded, the date / time it was received and the full transcript / recording of the SAR for the Buyer to review.</p> <p>10.2.2. ensure that it does not respond to the SAR, except on the documented instructions of the Buyer; or as required by Data Protection Laws to which the Supplier is subject, in which case the Supplier shall to the extent permitted by Data Protection Laws inform the Buyer of that legal requirement before responding to the request.</p> <p>10.2.3. provide all further relevant information, documentation, and evidence-based data promptly to the Buyer as requested.</p> <p>10.2.4. co-operate fully with the GPA Data Protection Officer and UK Supervisory Authority if required to do so on instruction by the Buyer or the ICO.</p> <p>10.4. The Supplier shall publish and maintain a relevant Data Privacy Notice that complies with UK GDPR and is freely available to Data Subjects to review, reflecting the Supplier's own commitment to UK GDPR compliance.</p>
Security by Design	<p>11.1. In accordance with 'Part B, 16.1. Security' of this Call Off Contract, the Buyer hereby informs the Supplier that a Security Management Plan and ISMS for the secure management of Buyer Personal Data and Special Category Data will be required for review.</p> <p>11.2. The Security Management Plan and ISMS will be provided to the Buyer within 15 days of signing the Call Off Contract terms, and on each occasion that a contract variation or update to the Services occurs.</p>



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	11.3. The Buyer must approve the Security Management Plan and ISMS as a condition for the Supplier to supply the Services.
Audit Rights	12.1. The Supplier commits to make available to the Buyer on request all information necessary to demonstrate compliance with this Call Off Agreement, and shall allow for and contribute to audits, including inspections, by the Buyer or an auditor mandated by the Buyer in relation to the Processing of Buyer Personal Data by the Supplier and any Data Subcontractors.
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<p>13.1. The Supplier shall, in relation to any Buyer Personal Data processed in connection with its obligations under the Contract, delete and return all Personal Data (and any copies of it) to the Buyer upon the termination and / or expiry of the Call-Off Contract, unless the Supplier is required by Law to retain the Personal Data for a longer period.</p> <p>13.2. The Supplier commits that all Buyer Data will be deleted 10 days after Call-Off Contract Ending.</p> <p>13.3. The Buyer may request the return or deletion of Buyer Personal or Special Category Data in line with more regular timescales during the term of this Call Off Contract. The Supplier will assist to implement processes to enable that process.</p>
General	14.1. The Supplier will comply with the Data Controller's terms as stated in this Annex 1 of the Call Off Agreement as a mandatory condition of the Services being supplied to the Buyer.

## Annex 2 - Joint Controller Agreement

### 1. Joint Controller Status and Allocation of Responsibilities

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 2-15 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 7-27 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the [Supplier/Relevant Authority]:

- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
- (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
- (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
- (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Deliverables where consent is the relevant legal basis for that Processing; and
- (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/Relevant Authority's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

### 2. Undertakings of both Parties

2.1 The Supplier and the Relevant Authority each undertake that they shall:

- (a) report to the other Party every [x] months on:

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- (i) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
- (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
- (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
- (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
- (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Contract during that period;

- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- (e) request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or

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accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;

- (g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
  - (i) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information;
  - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so; and
  - (iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:
  - (i) nature of the data to be protected;
  - (ii) harm that might result from a Personal Data Breach;
  - (iii) state of technological development; and
  - (iv) cost of implementing any measures;
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and
- (j) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

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

### **3. Data Protection Breach**

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

- (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation; and
- (b) all reasonable assistance, including:
  - (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
  - (ii) co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;
  - (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
  - (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

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

- (a) the nature of the Personal Data Breach;
- (b) the nature of Personal Data affected;
- (c) the categories and number of Data Subjects concerned;

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

### **4. Audit**

#### **4.1 The Supplier shall permit:**

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

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

### **5. Impact Assessments**

#### **5.1 The Parties shall:**

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

## 6. ICO Guidance

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

## 7. Liabilities for Data Protection Breach

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

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

- (a) if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
- (b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
- (c) if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned.

In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (Resolving disputes).

- 7.2 If either the Relevant Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.
- 7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Losses"):
- (a) if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;
  - (b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
  - (c) if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.
- 7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Relevant Authority and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Relevant Authority.

## **8. Termination**

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Relevant Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 of the Core Terms (*Ending the contract*).

## **9. Sub-Processing**

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



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

### **10. Data Retention**

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