

**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**  
Crown Copyright 2018

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

## **Order Form**

CALL-OFF REFERENCE: SR433170104

THE BUYER: HM Revenue & Customs (HMRC)

BUYER ADDRESS HMRC 100 Parliament Street, Westminster,  
London, SW1 2BQ

THE SUPPLIER: TDX Group Ltd

SUPPLIER ADDRESS: 1 Angel Court, London, C2R 7HU

REGISTRATION NUMBER: 05059906

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

### **APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated [7th March 2022 date of issue].

It's issued under the Framework Contract with the reference number RM6226 for the provision of Debt Resolution Services

It is issued by means of a Direct Award under Framework Schedule 7 (Call-Off Award Procedure)

It is issued to the successful Framework Contract Bidder for Lot 1.

### **CALL-OFF LOT(S):**

Lot 1 Managed Collection Services

URN1.0a – Managed Collection Service

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

Crown Copyright 2018

**URN1.0e – Set-Up/Implementation**

URN1.0f – Run-Down Portfolio Management Payment arrangements created under the DMI and exported to the DRS under service URN1.0g Imported Portfolio Management will not be re-habilitated if broken and will be returned to HMRC (As per FWS 3)

**18.0 – New Debt****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 Schedule 23 (HMRC Mandatory terms)
2. Joint Schedule 1 (Definitions and Interpretation) RM6145
3. Framework Schedule 1 Part A and Part B (Specification)

The following Schedules in equal order of precedence:

- Framework Award Form
- Framework Schedule 6 (Order Form)
- Call-Off Schedules for RM6145
  - Call-Off Schedule 20 (Call-Off Specification)
  - Call-Off Schedule 2 (Staff Transfer)
  - Call-Off Schedule 3 (Continuous Improvement)
  - Call-Off Schedule 5 (Pricing Details)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  - Call-Off Schedule 9 (Security Requirements) \*
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 14 (Service Levels)
  - Call-Off Schedule 15 (Call-Off Contract Management)
  - Call-Off Schedule 16 (Benchmarking)
  - Call-Off Schedule 23 (HMRC Terms)
  - Call-Off Schedule 24 (Deed of Trust)
- Joint Schedules for RM6145
  - Joint Schedule 2 (Variation and Change Control Procedure)
  - Joint Schedule 3 (Insurance Requirements)
  - Joint Schedule 4 (Commercially Sensitive Information)
  - Joint Schedule 5 (Corporate Social Responsibility) RM6145
  - Joint Schedule 6 (Key Subcontractors)
  - Joint Schedule 7 (Financial Difficulties)
  - Joint Schedule 9 (Minimum Standards of Reliability)

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

Crown Copyright 2018

- Joint Schedule 10 (Rectification Plan)
  - Joint Schedule 11 (Processing Data)
  - Joint Schedule 12 (Supply Chain Visibility)
4. CCS Core Terms (version 3.0.11)
  5. 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.

\*The Supplier shall provide to the Buyer a Security Management Plan (Appendix 1 of Call Off Schedule 9) within 30 days of contract signature.

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

**CALL-OFF SPECIAL TERMS**

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

**Special Term 1:**

*“HMRC undertakes the Call-Off Award Procedure for the award of its Lot 1 (Managed Collection Services) Call-Off Contract, in accordance with Framework Schedule 7 (Call-Off Award Procedure), at the same time as CCS undertakes the DRS procurement of all Lots. In doing so, HMRC and the Supplier acknowledge and agree that the award and execution of this Call-Off Contract shall be conditional upon the following Conditions Precedent:*

1. *CCS must award and execute the Lot 1 Framework Contract to the top scoring MEAT Supplier of Lot 1 Framework Contract before HMRC may award and executed its Call-Off Contract for its Lot 1 Deliverables to that Supplier: and*
2. *all Conditions Precedent set out in Clause 2.11 of the Core Terms and / or Framework Award Form must be completed and complied with; and*
3. *the Supplier further acknowledges and agrees that the validity of its tender for this Call-Off Contract shall remain open and valid for acceptance by HMRC for [90 days] after CCS and the Supplier execute the Lot 1 Framework Contract.”*

**Special Term 2:**

*“The Supplier acknowledges and agrees that:*

- (a) *HMRC, as a revenue collecting Government department, reserves the right to:*
  - (i) *conduct revenue compliance checks and enquiries throughout the procurement process; and*
  - (ii) *exclude, in its absolute discretion, any Supplier from the delivery of Deliverables under an HMRC Call-Off Contract where it can demonstrate the non-payment of taxes or social security contributions, including in instances where no binding legal decision*

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

Crown Copyright 2018

*has been taken by a judicial or administrative body, at any time during the Contract Period.*

*(For further information see Call-Off Schedule 23 (HMRC Terms)).*

- (b) It must continually demonstrate the required financial standing during the Contract Period of this Call-Off Contract and notwithstanding any provision to the contrary, HMRC will use the following criteria to determine whether the Supplier has the requisite financial ability to meet its contractual obligations under this Contract, namely, it will review the level of:*
- (i) turnover achieved by the Supplier as set out in the latest accounts and determine the trend over the last 2 years;*
  - (ii) profit achieved as set out in the latest accounts and determine the trend over 2 years;*
  - (iii) current assets to the current liabilities to determine whether the Supplier has sufficient assets available to pay its day-to-day liabilities as they fall due;*
  - (iv) debt held by the Supplier and measure the amount of debt against the level of shareholder funds held in the business;*
  - (v) shareholder funds in accordance with the latest accounts and determines the trend over 2 years; and*
  - (vi) intangible assets in the business relative to the total value of fixed / all assets in accordance with the latest accounts and determine the trend over 2 years.*

**HMRC Accreditation Requirements**

*The Supplier and its DCA Subcontractors who are contacting Customers and/or collecting Debts as part of the Managed Debt Collection Service must be licensed to do so by Financial Conduct Authority (FCA)*

*In respect of DCA Subcontractors (or the Supplier if delivering the Service directly), the requirement to have Interim Permission and be active in the process of applying for Full Authorisation, or Full Authorisation granted by the FCA shall also be satisfied where:*

- a) DCA Subcontractor is an Appointed Representative of an Affiliate of such DCA Subcontractor; and*
- b) such Affiliate of the DCA Subcontractor has Full Authorisation granted by the FCA.*

*HMRC must test and accredit the flow and accuracy of Data, Financial Data and information flowing between HMRC, the Supplier and the DCA Subcontractors collecting Debt as part of the Managed Collection Service. The accuracy and flow of Data, Financial Data and information must fulfil specific test requirements before*



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

Crown Copyright 2018

*Financial Accreditation can be granted. This is governed and granted by HMRC at its sole discretion.*

### *Delegated Authority:*

*HMRC must use an authority which is delegated by HMRC Commissioners to allow private sector entities to collect Debt on behalf of HMRC. Only the Commissioners can delegate their collection powers and therefore all potential Delegate Supplier and Subcontractors must fulfil specific requirements before a delegation is granted.*

### **HMRC Accessibility Requirements**

The Supplier must agree to the following:

- Completion of an Accessibility Audit prior to Go Live date (scheduled for September 2022)
- Provision of a copy of the audit results to HMRC with a remedial plan if applicable
- Approval from HMRC to the Remedial Plan and delivery dates and
- Completion of a retest once the Remedial Plan is complete by a date to be agreed with HMRC

Call-Off Schedule 23 (HMRC Terms) to revise or supplement PSC Core Terms

### **Call-Off Schedule 6 (Security Requirements)**

HMRC will provide the Statement of Risk Appetite as per Call-Off Schedule 9 (Security Requirements) during Implementation. Notwithstanding this, the Supplier must at all times meet the Security Requirements.

CALL-OFF START DATE: 11<sup>th</sup> March 2022

CALL-OFF EXPIRY DATE: 6<sup>th</sup> September 2026

CALL-OFF INITIAL PERIOD: 53 Months (4 Years 5 Months)

CALL-OFF OPTIONAL EXTENSION PERIOD: 1 Year + 1 Year

### **CALL-OFF DELIVERABLES**

As per Call-Off Schedule 20 (Call-Off Specification)

### **MAXIMUM LIABILITY**

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

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

Crown Copyright 2018

The Estimated Year 1 Charges used to calculate liability in the first Financial Year is £27 million Estimated Charges in the first 12 Months of the Contract. However, the first contract year includes implementation and as such shall be of a lesser value.

### **CALL-OFF CHARGES**

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

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

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

- [Specific Change in Law]
- [Benchmarking using Call-Off Schedule 16 (Benchmarking)]
- Changes in debt profile which will affect Cap levels at the Buyers discretion

Where the Buyer Orders Managed Collection Services under this Call-Off Contract, the Buyer may, in accordance with Paragraph 2, Part B (Managed Collection Services) of Framework Schedule 3 (Framework Prices), at its discretion in any Financial Year, reforecast the annual Service Management Fee and the Charges due and payable for the balance of the Buyer's Financial Year shall be calculated and invoiced by the Supplier using the recalculated Service Management Fee.

### **PAYMENT METHOD**

To facilitate payment, the Supplier shall use an electronic transaction system chosen by the Buyer (SAP Ariba) and shall:

- 1 - register for the electronic transaction system in accordance with the instructions of the Buyer; and
- 2 - allow the electronic transmission of purchase orders and submitting of electronic invoices via the electronic transaction system.

### **BUYER'S INVOICE ADDRESS:**

Not applicable

### **BUYER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

Supplier Framework Executive

[REDACTED]

### **SUPPLIER'S CONTRACT MANAGER**

Framework Ref: RM  
Project Version: v1.0  
Model Version: v3.8

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

Crown Copyright 2018

[REDACTED]

Supplier Framework Executive (Deputy)

[REDACTED]

**KEY STAFF**

[REDACTED]

Supplier Contract and Relationship

[REDACTED]

[REDACTED]

Data Security Executive

[REDACTED]

[REDACTED]

Executive Social Values Sponsor

[REDACTED]

**Contract Managers**

[REDACTED]

Head of Public Sector

[REDACTED]

[REDACTED]

Senior Contract Manager

[REDACTED]

[REDACTED]

Contract Manager

[REDACTED]

**KEY SUBCONTRACTOR(S)**

1st Locate (UK) Limited

Advantis Credit Ltd

Bluestone Consumer Finance Limited

BPO Collections Limited

Commercial Collection Services Limited

Moorcroft Debt Recovery Limited

Ardent Credit Services Ltd

Pastdue Credit Solutions Limited

Equifax Limited

Experian Limited

GB Group PLC

Framework Ref: RM

Project Version: v1.0

Model Version: v3.8

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

Crown Copyright 2018

Neotas Limited

When Fresh Limited

Easynet Enterprise Services Limited

### **SERVICE CREDITS**

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

The Service Credit Cap is: 15% of the Monthly Invoice Value

The Service Period is: one Month

A Critical Service Level Failure: has the meanings given in Call-Off Schedule 14 (Service Levels) Annex A to Part A: Service Levels and Service Credits Table

### **ADDITIONAL INSURANCES:**

Comprehensive Crime Insurance

Not less than £5,000,000 in respect of any one claim and in the aggregate per annum, exclusive of defence costs up to £250,000, which are payable in addition.

### **GUARANTEE**

Not applicable

### **SOCIAL VALUE COMMITMENT**

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

#### **IMPLEMENTATION**

Implementation progress meetings to take place weekly

### **TRAINING**

Training requirement is for is for:

12 users to be trained on location in Newcastle and

16 users to be trained on location in Leeds

**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**  
Crown Copyright 2018

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	<div>DocuSigned by: <i>Tony Fellowes</i> F2869394DA9A446...</div>
Name:		Name:	
Role:		Role:	
Date:		Date:	

**Call-Off Schedule 2 (Staff Transfer)**  
Call-Off Ref:  
Crown Copyright 2018

# Call-Off Schedule 2 (Staff Transfer)

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):

<b>"Acquired Rights Directive"</b>	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
<b>"Employee Liability"</b>	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

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

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);

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

<b>"New Fair Deal"</b>	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:
	<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>	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;
<b>"Partial Termination"</b>	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);
<b>"Relevant Transfer"</b>	a transfer of employment to which the Employment Regulations applies;
<b>"Relevant Transfer Date"</b>	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;



**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

**"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

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

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

**"Supplier's Final Supplier Personnel List"** a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;

**"Supplier's Provisional Supplier Personnel List"** 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;

**"Term"** 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;

**"Transferring Buyer Employees"** those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;

**"Transferring Former Supplier Employees"** 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.

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

- 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 A Not used
- Part B Not used
- Part C No Staff Transfer on the Start Date
- Part D Not used
- Part E (Staff Transfer on Exit)

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

## **PART A: NOT USED - 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;

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

- 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:

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

- 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

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

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

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

- (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;



**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

- 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.

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

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.

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

## **PART B: NOT USED - 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

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

- (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

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

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

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

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

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

- (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;

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

- 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



**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

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.

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

**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

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

- 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

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

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.

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

**PART D: NOT USED - 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 CSPA Admission Agreement (as defined in Annex D1: CSPA) 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>"CSPA"</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 CSPA Eligible Employees, the NHSPA Eligible Employees and/or the LGPS Eligible Employees (as applicable) (and shall include any

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

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.

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

**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<sup>1</sup>.

**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

---

<sup>1</sup> We recommend that you seek specific legal advice on this clause.

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

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.



**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

**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.

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

**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 CSPA 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

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

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<sup>2</sup>;
- 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

---

<sup>2</sup>We recommend that you seek specific legal advice on this clause.

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

- 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<sup>3</sup>; 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

---

<sup>3</sup> We recommend that you seek specific legal advice on this clause.

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

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<sup>4</sup>;
  - 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

<sup>4</sup> We recommend that you seek specific legal advice on this clause.

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

- 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<sup>5</sup>; 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

---

<sup>5</sup> We recommend that you seek specific legal advice on this clause.

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

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 CSPS or any CSPS Admission Agreement in respect of the CSPS 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 NHSPS or any Direction Letter/Determination in respect of the NHSPS 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.

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

**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.



**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

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

Call-Off Schedule 2 (Staff Transfer)  
Call-Off Ref:  
Crown Copyright 2018

# 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):

<b>"Direction Letter/Determination"</b>		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;
<b>"NHS Broadly Comparable Employees"</b>	<b>Broadly</b>	<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> <p>(a) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or</p> <p>(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),</p> <p>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</p>

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

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;

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

<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.

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

**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.

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

**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

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

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.

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

**Annex D3:****Local Government Pension Schemes (LGPS)**

Note the LGPS unlike the CSPA & NHSPA 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"<sup>6</sup>]</b>	[XX %] of pensionable pay (as defined in the 2013 Regulations);]

<sup>6</sup> We recommend that you seek specific legal advice on this definition.



**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

<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.

## **Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

### **OPTION 1<sup>7</sup>**

#### **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.

---

<sup>7</sup> We recommend that you seek specific legal advice on this clause.

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

- 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<sup>8</sup>**

- 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

<sup>8</sup> We recommend that you seek specific legal advice on this clause.

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

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;

---

<sup>9</sup> We recommend that you seek specific legal advice on this clause.

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

- 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.

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

- 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.

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

## **Annex D4: Other Schemes**

**Placeholder for Pension Schemes other than LGPS, CSPA & NHSPA]**

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

**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



**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

- 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

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

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)

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

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

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

- (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

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

- 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:

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

- (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.

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

- 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

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

- 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



**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2018

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 3 (Continuous Improvement)**

Call-Off Ref:

Crown Copyright 2018

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

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

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

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

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
  - 2.3.1 identifying the emergence of relevant new and evolving technologies;
  - 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
  - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
  - 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1<sup>st</sup>) Contract Year shall be submitted by the Supplier to the Buyer for Approval within three (3) Months following the Call Off Service Go Live Date, whichever is earlier.
- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty

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

Call-Off Ref:

Crown Copyright 2018

- (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation or Change Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
- 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
- 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1<sup>st</sup>) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 Not used

**Call-Off Schedule 3 (Continuous Improvement)**  
Call-Off Ref:  
Crown Copyright 2018

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

Call-Off Ref:

Crown Copyright 2018

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

Question	Response
----------	----------

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

Call-Off Ref:

Crown Copyright 2018

## Section B - Social Value

## B2

CCS requires Bidders to demonstrate how you will influence staff, suppliers, customers and communities through the delivery of the contract to support health and wellbeing, including physical and mental health, and specifically how you will deliver one or more of the following requirements: a. Financial education of consumers by providing debt advice - Improving budgeting skills, through investment in tools / solutions e.g. digital tools that guide and advise on money matters b. Education in communities, vulnerable groups, financial resilience and employments skills events in areas of social deprivation through contributions to, or funding of events, schools and colleges and were requested by CCS or the Buyer, working with CCS, Buyers, 3rd Sector and charities c. Practical support and advice for vulnerable customers, e.g. opening Bank accounts, setting up savings schemes etc d. Working with advice sector - dedicated resources working with the sector on debt / money matters / employability skills and social mobility e. Provision of R&A / anonymous data and insight into financially vulnerable individuals at a societal and societal sub-set level, to help inform understanding and social policy on managing, preventing and resolving debt f. Create/ facilitate and/ or support training programmes that work across the Government to ensure consistently high standards in regards to identification and management of vulnerable consumers across Government and the wider public sector

OFFICIAL

OFFICIAL

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

Call-Off Ref:

Crown Copyright 2018

Section B - Social Value  
B2



OFFICIAL

Framework Ref: RM  
Project Version: v1.0  
Model Version: v3.1

OFFICIAL

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

Call-Off Ref:

Crown Copyright 2018

Section B - Social Value  
B2

OFFICIAL

Framework Ref: RM  
Project Version: v1.0  
Model Version: v3.1

OFFICIAL



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

Call-Off Ref:

Crown Copyright 2018

Section B - Social Value  
B2



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

Call-Off Ref:

Crown Copyright 2018

Section B - Social Value  
B2



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

Call-Off Ref:

Crown Copyright 2018

Section B - Social Value  
B2



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

Call-Off Ref:

Crown Copyright 2018

Lot 1 - Section C

C1

The Authority requires you to demonstrate the systems, processes and controls that you have in place within your Case Management System (CMS) to enable development and roll-out of Collections and Contact strategies as outlined in Schedule 1- Annex A Managed Debt Collection Services Specification.

OFFICIAL

Framework Ref: RM

Project Version: v1.0

Model Version: v3.1

OFFICIAL

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

Call-Off Ref:

Crown Copyright 2018

Lot 1 - Section C  
C1

OFFICIAL

Framework Ref: RM  
Project Version: v1.0  
Model Version: v3.1

OFFICIAL

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

Call-Off Ref:

Crown Copyright 2018

Lot 1 - Section C  
C1



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

Call-Off Ref:

Crown Copyright 2018

Lot 1 - Section C  
C1



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

Call-Off Ref:

Crown Copyright 2018

Lot 1 - Section C  
C1





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

Call-Off Ref:

Crown Copyright 2018

Lot 1 - Section C  
C1



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

Call-Off Ref:

Crown Copyright 2018

Lot 1 - Section C  
C1



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

Call-Off Ref:

Crown Copyright 2018

Lot 1 - Section C

C2

The Authority requires you to demonstrate the people, systems and processes you will have in place to deliver an effective managed service as outlined in Schedule 1- Annex A Managed Debt Collection Services Specification.

OFFICIAL

Framework Ref: RM  
Project Version: v1.0  
Model Version: v3.1

OFFICIAL

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

Call-Off Ref:

Crown Copyright 2018

Lot 1 - Section C  
C2

OFFICIAL

Framework Ref: RM  
Project Version: v1.0  
Model Version: v3.1

OFFICIAL

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

Call-Off Ref:

Crown Copyright 2018

Lot 1 - Section C  
C2



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

Call-Off Ref:

Crown Copyright 2018

Lot 1 - Section C  
C2

OFFICIAL

Framework Ref: RM  
Project Version: v1.0  
Model Version: v3.1

OFFICIAL

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

Call-Off Ref:

Crown Copyright 2018

Lot 1 - Section C  
C2

OFFICIAL

Framework Ref: RM  
Project Version: v1.0  
Model Version: v3.1

OFFICIAL

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

Call-Off Ref:

Crown Copyright 2018

Lot 1 - Section C  
C2





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

Call-Off Ref:

Crown Copyright 2018

Lot 1 - Section C  
C2



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

Call-Off Ref:

Crown Copyright 2018

Lot 1 - Section C

C3

The Authority requires you to demonstrate how you will effectively and efficiently manage change to meet the requirements outlined in Schedule 1 - Annex A Managed Debt Collection Services Specification.



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

Call-Off Ref:

Crown Copyright 2018

Lot 1 - Section C  
C3



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

Call-Off Ref:

Crown Copyright 2018

Lot 1 - Section C

C4

The Authority requires you to demonstrate how you will sustain and manage your supply chain as specified in Schedule 1 - Annex A Managed Debt Collection Services Specification.

OFFICIAL

Framework Ref: RM

Project Version: v1.0

Model Version: v3.1

OFFICIAL

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

Call-Off Ref:

Crown Copyright 2018

Lot 1 - Section C  
C4

OFFICIAL

Framework Ref: RM  
Project Version: v1.0  
Model Version: v3.1

25

OFFICIAL

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

Call-Off Ref:

Crown Copyright 2018

Lot 1 - Section C  
C4

OFFICIAL

Framework Ref: RM  
Project Version: v1.0  
Model Version: v3.1

OFFICIAL

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

Call-Off Ref:

Crown Copyright 2018

Lot 1 - Section C  
C4



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

Call-Off Ref:

Crown Copyright 2018

Lot 1 - Section C  
C4





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

Call-Off Ref:

Crown Copyright 2018

Lot 1 - Section C  
C4

OFFICIAL

Framework Ref: RM  
Project Version: v1.0  
Model Version: v3.1

OFFICIAL

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

Call-Off Ref:

Crown Copyright 2018

Lot 1 - Section C  
C4

OFFICIAL

Framework Ref: RM  
Project Version: v1.0  
Model Version: v3.1

OFFICIAL

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

Call-Off Ref:

Crown Copyright 2018

Lot 1 - Section C

C5

The Authority requires you to demonstrate the people, systems and processes involved in your client services function considering the customer journey to meet the requirements described in Schedule 1 - Annex A Managed Debt Collection Services Specification



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

Call-Off Ref:

Crown Copyright 2018

Lot 1 - Section C  
C5



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

Call-Off Ref:

Crown Copyright 2018

Lot 1 - Section C  
C5



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

Call-Off Ref:

Crown Copyright 2018

Lot 1 - Section C  
C5



**Framework Schedule 3 (Framework Prices)**

Crown Copyright 2021

**Call-Off Schedule 5 (Pricing Details)**  
**Framework Schedule 3 (Framework Prices)**  
Debt Resolution Services Framework

## **Framework Schedule 3 (Framework Prices)**

Crown Copyright 2021

### **INTRODUCTION**

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

##### **1.1 The Framework Prices:**

- 1.1.1 will be used as the basis for the Charges (and are maximums that the Supplier may charge) under each Call-Off Contract; and
- 1.1.2 cannot be increased except as in accordance with this Schedule.

##### **1.2 The Charges:**

- 1.2.1 shall be calculated in accordance with the terms of the Call Off Contract and in particular in accordance with the terms of the Order Form;
- 1.2.2 cannot be increased except as specifically permitted by the Call Off Contract and in particular shall only be subject to Indexation where specifically stated in the Order Form.

##### **1.3 Any variation to the Charges payable under a Call-Off Contract for Buyer Deliverables must be agreed between the Supplier and the Buyer in writing and made in accordance with Clause 24 of the Core Terms, this Schedule and Joint Schedule 2 (Variation Form and Change Control Procedure), including where:**

- 1.3.1 a New Debt Type is added to the Call-Off Contract;
- 1.3.2 the Buyer identifies a change in the characteristics of a Debt Type which, in the reasonable opinion of the Buyer, shall or is likely to seriously impact the Supplier's ability to deliver the Buyer's Deliverables; or
- 1.3.3 the Buyer Approved a Variation that will change the way in which a Supplier delivers the Buyer's Deliverables and the Buyer Approved a Change to the Charges in accordance with Joint Schedule 2 (Variation Form and Change Control Procedure).

#### **2. How Framework Prices are calculated**

- 2.1 The pricing mechanisms and prices set out in Part A to I and Appendix 1 shall be available for use in calculation of Charges in Call-Off Contracts.

#### **3. Are costs and expenses included in the Framework Prices**

##### **3.1 Except as expressly set out in Paragraph 5 below, or otherwise stated in an Order Form, the Framework Prices shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:**

- 3.1.1 incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications Charges; or



### **Framework Schedule 3 (Framework Prices)**

Crown Copyright 2021

3.1.2 costs incurred prior to the commencement of any Call Off Contract.

#### **4. Events that allow the Supplier to change the Framework Prices**

4.1 The Framework Prices can also be varied (and Annex 1 will be updated accordingly) due to:

4.1.1 a Specific Change in Law in accordance with the Variation Procedure;

4.1.2 a review in accordance with insurance requirements in Clause 13 of the Core Terms;

4.1.3 a request from the Supplier, which it can make at any time, to decrease the Framework Prices.

#### **5. When you will be reimbursed for travel and subsistence**

5.1 Expenses shall only be recoverable where:

5.1.1 the Order Form states that recovery is permitted; and

5.1.2 they are Reimbursable Expenses and are supported by Supporting Documentation.

5.2 The Buyer shall provide a copy of their current expenses policy to the Supplier upon request.

## **PART A**

### **1. Part A: Pricing Conditions**

1.1 The Framework Prices set out in Parts B to I and Appendix 1 of this Framework Schedule 3 are subject to Paragraphs 1 to 3 ("Pricing Conditions" (URN 1.0 to URN 20.0)). These pricing conditions are distinct and apply to each Lot of Services which are identified in this Schedule by use of "URNs". The description of each of the Services that the Supplier shall deliver to the Buyer for the Prices set-out in this Schedule (under each URN) is set out in Framework Schedule 1 (Specification).

1.2 Under Lot 1 (Managed Collection Services), where a Service is already being provided under the Call-Off Contract and the Buyer identifies:

(a) a New Debt Type, or

(b) there is a change to an existing Debt Type,

the Buyer and Supplier may agree to change the Call-Off Contract Charges in relation to the existing Debt Type or agree a new Charge for the New Debt Type, in accordance with the Variation Procedure.

1.3 Where Paragraph 1.2 (above) applies, the Supplier shall notify CCS in writing of the outcome.

Framework Ref: RM6226 - Debt Resolution Services v3

### **Framework Schedule 3 (Framework Prices)**

Crown Copyright 2021

- 1.4 All Charges and Reimbursable Expenses invoiced by the Supplier, shall be invoiced to the Buyer transparently and on an Open Book Costs basis.
- 1.5 Suppliers may provide the Buyer with prices lower than its Framework Prices only, when pricing a Service as part of Further Competition Procedure in accordance with Framework Schedule 7 (Call-Off Award Procedure).
- 1.6 A Buyer may Order Optional Services identified in Framework Schedule 1 (Specification) and whose Framework Prices are set out under Optional Pricing in Part C Annex 1, Part D Annex 1 and Part G Paragraph 1.2 (below).

#### **2. Set-Up Charge**

- 2.1 The cost for establishing the Service supplied by the Supplier shall be included within the Framework Prices, unless specified otherwise by the Buyer, in writing. For the avoidance of doubt, any Buyer who makes a direct award of a Call-Off Contract shall not pay any Set-Up Charge to the Supplier. . All Set-Up Costs shall form part of the Charges for the Services provided under the Call-Off Contract and this will be visible as an amortised investment cost within the Contract Report.
- 2.2 Where the Buyer believes Framework Prices do not cover a particular infrastructure or configuration requirement that it needs the Supplier to provide (i.e. where the infrastructure or configuration requirement does not exist prior to the execution of the Call-Off Contract), the Buyer may request in writing that the Supplier provide a Quotation for Set-Up Charges (set out in Appendix 1 rate card) in the form of an Impact Assessment with timescales agreed with Buyer, prior to the Call-Off Contract being signed by the Parties.
- 2.3 The Charges set out in Paragraph 2.2 shall be a one-off payment made by the Buyer to the Supplier on a Time and Materials basis covering all costs.
- 2.4 The categories of Framework Prices as set out in Appendix 1 are based on the Skills Framework for the Information Age. Details about each of the categories and levels can be found at <https://sfia-online.org/en/sfia-7/all-skills-a-z> . CCS may update the categories and levels from time to time by serving written notice on the Supplier.
- 2.5 The Supplier and CCS may include additional categories, subcategories and skills to the Framework Pricing set out in this Schedule at Appendix 1. All such additional categories, subcategories and skills shall be included in accordance with the Variation Procedure.
- 2.6 The ½ Day Rates are based on working within the United Kingdom and Northern Ireland.
- 2.7 The Supplier cannot Charge the Buyer nor is the Buyer liable for:
- Any Quotation or Impact Assessment;

### **Framework Schedule 3 (Framework Prices)**

Crown Copyright 2021

- any Change Costs where the Supplier can deliver set-up using current resources in the provision of the Service
- Costs exceeding those agreed by the Buyer which fall within the cost range detailed in the Quotation or Impact Assessment; and/or
- Costs relating to anything resulting from an error or Default of the Supplier or any Subcontractor.

2.8 The Supplier shall only submit an invoice for the Charges, associated with a change, when a Buyer has agreed in writing that the change has been successfully delivered, as Approved by the Buyer within the Change Implementation Plan and in accordance with the Variation Form.

#### **Change Charge**

3. Any Contract changes that have been agreed by the Buyer through Variation Procedure / Change Control Procedure (as appropriate), which incur a Charge which the Supplier seeks to Charge the Buyer for, shall be charged on a Time and Materials basis using the rate card at Appendix 1 to this Schedule.

3.1 When preparing or responding to an Impact Assessment, the Supplier shall provide an estimated cost range that only includes all allowable costs relating to the proposed change. The Supplier shall invoice the Buyer for actual costs where they are within the cost range provided as part of the Impact Assessment.

3.2 The Supplier cannot Charge the Buyer nor is the Buyer liable for:

- Any Impact Assessment;
- any Variation where the Supplier can deliver the change using current resources in the provision of the Service (e.g. where the Supplier cannot supply the Buyer with satisfaction evidence);
- Costs exceeding those agreed by the Buyer which fall within the cost range detailed in the Impact Assessment; and/or
- Costs relating to anything resulting from an error or Default of the Supplier or any Subcontractor.

3.3 The Supplier shall only submit an invoice for the Charges, associated with a change, when a Buyer has agreed in writing that the change has been successfully delivered, as Approved by the Buyer within the Change Implementation Plan and in accordance with the Variation Form.

3.4 The Framework Prices are based on the Skills Framework for the Information Age. Details about each of the categories and levels can be found at <https://sfia-online.org/en/sfia-7/all-skills-a-z>. CCS may update the categories and levels from time to time by serving written notice on the Supplier.

3.5 The Supplier and CCS may include additional categories, subcategories and skills to the Framework Prices set out in this Schedule 3. All such additional categories, subcategories and skills shall be included in accordance with Clause 24 of the Core Terms of this Contract.

3.6 The ½ Day Rates are based on working within the United Kingdom and Northern Ireland.

## Framework Schedule 3 (Framework Prices)

Crown Copyright 2021

### PART B

#### 1. Part B: Managed Collections Services

##### 1.1 Service URN 1.0a - Managed Collections Services

1.2 The Monthly Charges for this Service shall be divided into two categories:

- (i) **Service Management Fee** calculated in accordance with Paragraph 1.3 below; and
- (ii) **DCA Commission Charge** calculated in accordance with Paragraph 1.4 below.

1.3 The Charges payable for the **Service Management Fee** shall be  $C = A*B$  where;

- A.** Gross value £ of Debt collected and Paid-Over within the Service Delivery Month
- B.** The Service Management Fee % charge (as per Section1 of Annex 1 of this Schedule)
- C.** The Monthly Charges payable for the Service Management Fee

1.4 The Charges payable to each DCA Subcontractor for the **Commission Charge** shall be  $C = A*B$  where;

- A.** Gross £ value of Debt collected and Paid-Over within the Service Delivery Month
- B.** The Allowable DCA Subcontractor % Commission Charge (as per Section1 of Annex 1 of this Schedule)
- C.** The Monthly Charges payable for the Allowable DCA Commission Charge

1.5 The Service Management Fee covers all activity relating to the management of the Account, throughout the time the Account is with the Supplier including management of payment plans throughout the duration of the period the payment plan is in effect.

1.6 The Service Management Fee shall be the same regardless of Debt Type placed by the Buyer with the Managed Service Provider (MSP).

### Framework Schedule 3 (Framework Prices)

Crown Copyright 2021

- 1.7 The DCA Subcontractor Allowable Commission Charge is categorised as a Variable Percentage, representing the Commission rates which inform the cumulative Commission paid or owed by the Supplier to DCA Subcontractors in consideration of the DCA Subcontractors collecting Debts for and on behalf of the Buyer ("**Commission Charge**") within the Commission Cap as described in Paragraph 3 below.
- 1.8 For the avoidance of doubt, if the Supplier directly collects Debt then the Charges payable for the Debt Collection will be the same as those for a DCA Subcontractor had it collected the Debt and Paragraph 1.4 above shall apply to the calculation of the applicable Charges for that Service.
- 1.9 The Supplier shall provide 2 different sets of **Managed Service Fees** for all Buyers named in this Schedule except HMRC, as per Section 1 of Annex 1 to this Schedule to reflect the following circumstances:
- a) The Supplier is delivering the Service to HMRC and the Buyer; and
  - b) The Supplier is delivering the Service to the Buyer, but not delivering the Service to HMRC.
- 1.10 The Service Management Fee relating to Paragraph 1.9(a) above must not be greater than the Service Management Fee set out in Paragraph 1.9(b) above.
- 1.11 The Supplier shall not seek, select or charge DCA Subcontractors any money for the right to be a DCA Subcontractor, or for any aspect of the Services provided to a Buyer or CCS.
- 1.12 The Supplier shall ensure that Supplier Staff shall not seek or receive any payment from DCA Subcontractors

## 2. **MSP Revenue Trigger**

- 2.1 The Supplier shall provide a range Service Management Fee percentage (%) Charges based on a range of Service Management Fee Revenue as per the Table URN 1.0 at Section 1 of Annex 1.
- 2.2 The Buyer will provide the Supplier with details of forecast annual Service Management Fee Charges prior to the Call Off Service Go Live Date and at the beginning of each of the Buyer's financial years. This shall be used to calculate the Service Management Fee. If there is less than a full Buyer financial year remaining, the forecast and Service Management Fee shall be Pro-Rata. The Buyer may, at its discretion and at any time, undertake a reforecast of the annual Service Management Fee Charges.
- 2.3 In any Financial-Year if the Buyer reforecasts the annual Service Management Fee Charges then the Service Management Fee shall be recalculated based on that reforecast. The Charges for the remainder of the Buyer's Financial Year shall be calculated using the recalculated Service Management Fee. This shall be known as the "**Revised Service Management Fee**".

### Framework Schedule 3 (Framework Prices)

Crown Copyright 2021

2.4 Where Paragraph 2.3. applies, the Supplier shall also calculate what the charges would have been if the Revised Service Management Fees had been used to calculate any Charges already paid by the Buyer within the Buyer's Financial Year. This shall be known as the **"Service Management Fee Recalculation"**. If the Service Management Charges Recalculation demonstrates:

- a) that the Buyer would have paid less under the Revised Service Management Fee (as against the Service Management Fee paid), then the Supplier shall refund the Buyer the difference between the Revised Service Management Fee and the Service Management Fee paid; or
- b) that Buyer would have paid more under the Revised Service Management Fee (as against the Service Management Fee paid), then the Buyer shall pay the Supplier the difference between the Service Management Fees paid and the Revised Service Management Fee.

For example, the below demonstrate how this could work in practice:

- In this example HMRC has forecast that they will spend £5m and the Supplier's Framework Price is 2%. This equates to £100,000 per year or £8,333 per Month.
- At Month 6 of the Financial Year HMRC has reforecast and now expects to spend £7.5m. The Supplier's Framework Price for this Revenue Band is 1%
- 1% is the Revised Service Management Fee for the remainder of the Buyer's Financial Year
- The Supplier calculates that the Revised Service Management Fee = £75,000 for the full year which is £6250 per/Month
- HMRC will pay £6,250 for each Month for the remainder of the Financial Year
- The Supplier calculates the actual HMRC [Service Management Fee Revenue](#) to date as £50,000.
- The Supplier calculates what the revenue would have been if HMRC had paid the Revised Service Management Fee for the 6 Months that have already passed. This would be £6,250 (the Monthly Revised Service Management Fee) x 6 (the number of Months already passed) = £37,500
- As HMRC has paid £50,000 the Supplier will refund HMRC the difference between the £50,000 paid and the £37,500 Revised Service Management Fee = £12,500.

### 3. DCA Subcontractor Commission Caps

3.1 The DCA Commission Cap is the maximum aggregate Commission charge payable by the Buyer for each Debt Type within any Tranche of Debt Placed with the Supplier. The DCA Commission Cap for each Debt Type is contained at Section 1 Annex 1 to this Schedule or within the Buyer's Call-Off Contract.

3.2 The DCA Commission Cap shall be applicable to each Debt Type within each Tranche of Debt Placed by the Buyer for the Placement period that any Debt within the Tranche is being managed by the Supplier.

### Framework Schedule 3 (Framework Prices)

Crown Copyright 2021

3.3 The Supplier shall be responsible for setting, reviewing and adjusting the DCA Commission Charge in accordance with the DCA Commission Cap. The Supplier may select to pay one or more DCA Subcontractors a Commission rate outside of the DCA Commission Cap, but only in accordance with Paragraph 3.1 above. For example, below we have set out examples that demonstrates how this could work in practise:

Example 1: In this example 1 the DCA Commission Cap for HMRC Self-Assessment Penalties is 4%

- DCA Subcontractor 1 collects £100 from a Tranche of Debt, at a Commission rate of 5% and invoices the Supplier £5
- DCA Subcontractor 2 collects £100 from the same Tranche of Debt, at a Commission rate of 3% and invoices the Supplier £3
- In this case £200 has been collected, £8 has been invoiced and the average Commission rate is 4%, therefore the Supplier may invoice the Buyer for full £8 they have been invoiced by the DCA Subcontractor.

Example 2: In this example 2 the DCA Commission Cap for HMRC Self-Assessment Penalties is 4%

- DCA Subcontractor 1 collects £100 from a Tranche of Debt, at a Commission rate of 5% and invoices the Supplier £5
- DCA Subcontractor 2 collects £100 from the same Tranche of Debt, at a Commission rate of 4% and invoices the Supplier £4
- In this case £200 has been collected, £9 has been invoiced and the average Commission rate is 4.5%.
- As the DCA Commission Cap is 4%, the Supplier may invoice the Buyer for £8 (£200 x 4%) which is the “**Allowable DCA Commission Charge**” in this example.
- The Supplier will be responsible for paying the DCA Subcontractors the remaining £1 above the DCA Commission Cap.

3.4 The Allowable DCA Commission Charge shall be passed through to the relevant Buyer without the addition of any margin or overhead by the Supplier.

3.5 The Service Management Fee and Allowable DCA Commission Charge will be payable Monthly by the Buyer as set out in the Order Form.

## 4. Distribution of Revenue

4.1 It is expected that the total Service Management Fee Revenue in any Financial Year will not exceed the total invoiced Commission Payments for the same Financial Year, in any Financial Year. If the total invoiced Service Management Fee Revenue in any Financial Year does exceed the total invoiced Commission Payments for the same Financial Year, the Buyer shall have the right to renegotiate the Service Management Fee. This shall be governed by the Variation Procedure.

## 5. Profit Review

5.1 If the Supplier's overall Profit:

- 5.1.1 across all Buyers' Call-Off Contracts for Managed Collections Services exceeds 25% at the end of any Financial Year, the Supplier shall undertake a review of all Framework Prices under the Framework Contract and, in accordance with the Variation Procedure, adjust the Framework Prices to ensure the Supplier Profits do not exceed 25% in any future Financial Years;

Framework Ref: RM6226 - Debt Resolution Services v3

### **Framework Schedule 3 (Framework Prices)**

Crown Copyright 2021

5.1.2 has been adjusted in accordance with Paragraph 5.1.1 above, then any reduction in the Service Management Fee shall automatically flow down into all Buyer's Call-Off Contracts immediately upon the execution of the Variation Form under Paragraph 5.1.1.

5.2 The Supplier will complete and return to CSS an Impact Assessment within 2 weeks of the end of the Financial Year that demonstrates the value of Profits within the previous Financial Year and how they were distributed across each Buyer. This will also include details of a proposal for the Price Adjustment for each Buyer and the total value of Profit that this represents to be redistributed to the Buyers. This will include both summary and Buyer level detail of forecast costs, revenue and profit for the next Financial Year. Should any Price Adjustment be agreed, the Parties shall comply with the Variation Procedure

## **6. Direct Payments to Buyer**

6.1 The Buyer will only pay Service Management Fees and DCA Commission to the Supplier and DCA Subcontractor on Direct Payments made by the Customer to the Buyer on Accounts where:

- that Customer is in direct contact with the DCA Subcontractor with regard to the Placed Account; and
- the DCA Subcontractor raises a formal written request to be paid by the Buyer via the Buyer portal / Case Management System.

6.2 The Buyer will only pay Service Management Fee and DCA Commission on these Direct Payments under Paragraph 6.1 above, where both of the following requirements are met:

- the Direct Payment is made more than 5 Working Days after the Placement Date of the Account with the Supplier; and
- the Account is still live with the Supplier and the Account has not been returned or a request for recall received from the Buyer.

6.3 The Buyer will not pay Service Management Fees or DCA Commission to the Supplier or DCA Subcontractor for any Direct Payments under this Paragraph 6 unless they fall within the criteria set out in Paragraphs 6.1 and 6.2 above.

## **7. URN 1.0b NOT USED**

## **8. URN 1.0c Collections Packaged Rate Card Services**

8.1 The Collections Packaged Rate Card Services will be calculated using the rate card at Section 3 of Annex 1 of this Schedule. The calculation will include the combined charges for each ½ Work Hour (30 mins) undertaken regarding the Services by each level of Supplier Staff seniority who actually delivered the Services within a Service Delivery Month.

## **9. URN 1.0d Collections Fixed Price Debt Servicing**

Framework Ref: RM6226 - Debt Resolution Services v3



### **Framework Schedule 3 (Framework Prices)**

Crown Copyright 2021

9.1 The Collections Fixed Price charges will be calculated Monthly using the Table at Section 4 in Annex1 of this Schedule. The calculation will be the sum of the total volume of Placements made by the Buyer for this Services where Service provision has commenced in a Service Delivery Month, multiplied by the relevant charges (from the Table in Section 4) for the specified Ordered Service.

### **10. URN 1.0f Run-Down Portfolio Management (RDPM)**

10.1 The Charges for Run Down Portfolio Management Services shall be calculated using the Table at Section 5 of Annex 1 of this Schedule, using the methodology described in Part B Paragraphs 1.1 to 1.8 of this Schedule and will be unique to each Buyer. These Charges shall be the Service Management Fee payable by the Buyer to the Supplier for these Services. The DCA Commission Cap will remain the rate agreed within this Framework Contract.

### **11. URN 1.0g Imported Portfolio Management**

11.1 The Supplier's Charges for Imported Portfolio Management Services shall be calculated as percentage (%) of the gross value of Debt Collected by the Supplier from Customers and received by the Buyer through the Services. Any DCA Subcontractor Charges will be agreed with Buyers as part of their Call-Off Contract.

### **OPTIONAL SERVICES**

### **12. URN 1.0h Integrated Service Management (Optional Service)**

12.1 The Charges for this Service shall be calculated as a percentage (%) of gross Debt Collected and Paid-Over to the Buyer, calculated using the Table at Section 7 at Annex 2 of Part B to this Schedule. This is a Capped Price for the Supplier agreeing to management any other service requirements that the Buyer requires the Supplier to provide.

### **13. International Collections**

13.1 The charges for International Collection Services shall be either a Unit Price or a Commission Charge, selected at the discretion of the Buyer. The Supplier should provide a pricing model at Section 8 in Annex 2 of this Part A.

**Framework Schedule 3 (Framework Prices)**

Crown Copyright 2021

**Annex 1****Section 1****1. URN 1.0a Managed Debt Collection Services****Customer A - Her Majesty's Revenue and Customs (HMRC)**

<b>Service Management Fee % (Shall be the same across all Debt Types)</b>						
<b>Service Management Fee Revenue (i.e. Charges less DCA Commission Charges)</b>	<b>&lt;£5m</b>	<b>£5m - &lt;£7.5m</b>	<b>£7.5m - &lt;£10m</b>	<b>£10m- &gt;£12.5m</b>	<b>£12m - &lt;£15m</b>	<b>£15m&gt;</b>
<b>Service Management Fee</b>	<b>■%</b>	<b>■%</b>	<b>■%</b>	<b>■%</b>	<b>■%</b>	<b>■%</b>
<b>Guidance</b>		<b>Cannot be greater than any lower Revenue Band</b>	<b>Cannot be greater than any lower Revenue Band</b>	<b>Cannot be greater than any lower Revenue Band</b>	<b>Cannot be greater than any lower Revenue Band</b>	
<b>Debt Type</b>	<b>Self-Assessment (SA)</b>	<b>Corporation tax (CT)</b>	<b>Pay as You Earn (PAYE)</b>	<b>Tax credits (TC)</b>	<b>Value Added Tax (VAT)</b>	

Framework Ref: RM6226 - Debt Resolution Services v3

**Framework Schedule 3 (Framework Prices)**  
Crown Copyright 2021

<b>DCA Commission Cap %</b>	███%	███%	███%	███%	███%
-------------------------------------	------	------	------	------	------

**Framework Schedule 3 (Framework Prices)**

Crown Copyright 2021

**Section 2****2. URN 1.0c Collections Packaged Rate Card Services**

<b>Seniority</b>	<b>Senior Management</b>  Responsible for the Buyer's Service and senior contact for the Buyer	<b>Manager</b>  Responsible for the contact centre operations and any administrative support functions	<b>Team Leader</b>  Responsible for supervision of a team(s) of contact centre agents or equivalent administrator	<b>Agent</b>  Contact centre agent or equivalent administrator
<b>Charge per ½ hour £</b>	£	£	£	£

**Section 3****3. URN 1.0d Collections Fixed Price Debt Service**

<b>Package</b>	<b>Charge Per Case Placed Case (£)</b>
<b>URN 1.0di Basic</b>	£
<b>URN 1.0d ii Standard</b>	£
<b>URN 1.0d iii Enhanced</b>	£
<b>URN 1.0d iv Aggregated</b>	£

**Framework Schedule 3 (Framework Prices)**

Crown Copyright 2021

<b>URN 1.0d v Residential Trace and Collect</b>	<b>£</b> ■■■
<b>URN 1.0d vi Commercial Trace and Collect</b>	<b>£</b> ■■■

**Section 4 NOT USED****Section 5****4. URN 1.0f Run-Down Portfolio Management**

<b>Service Management Fee % (Shall be the same across all debt types)</b>	<b>% HMRC @ ■%</b>
---	------------------------

**Section 6****5. URN 1.0g Imported Portfolio Management**

<b>Service Management Fee</b>	<b>% HMRC @ ■%</b>
-------------------------------	------------------------

**Framework Schedule 3 (Framework Prices)**

Crown Copyright 2021

For service URN1.0g both parties have agreed that the current DCA Commission Charges (DMI Commission Rates) will be applicable for this portfolio.

Debt Type	Commission <b>CAP</b> rate
CT	%
NIC	%
PAYE	%
SA	%
SAP	%
SA stock debt	%
VAT	%
TCC Seg 1	%
TCC Seg 2	%
TCC Seg 3	%
TCC Seg 6	%
TCC Seg 21	%
ETC Seg 24	%
ETC Seg 27	%

**Part B Annex 2****OPTIONAL SERVICES****Section 7****6. URN 1.0h Integrated Service Management**

Framework Ref: RM6226 - Debt Resolution Services v3

**Framework Schedule 3 (Framework Prices)**  
Crown Copyright 2021

<b>Service Management Fee</b>	<b>█%</b>
---------------------------------------	-----------

**Section 8**

**7. URN 1.0 I International Collections**

7.1 The Supplier’s proposed Pricing to be included here

**Appendix 1**

### **Framework Schedule 3 (Framework Prices)**

Crown Copyright 2021

#### **Charge for Change and Set-up Charge**



#### **HMRC Scenario Pricing**

Prices submitted by TDX Group based on: average volume of debt, below average and above average volume of debt. .





Call-Off Schedule 7 (Key Supplier Staff)  
Call-Off Ref:  
Crown Copyright 2018

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

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

OFFICIAL

OFFICIAL

Call-Off Schedule 7 (Key Supplier Staff)

Call-Off Ref:

Crown Copyright 2018

- 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

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

Call-Off Ref:

Crown Copyright 2018

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

## **1. Definitions**

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

<b>"BCDR Plan"</b>	has the meaning given to it in Paragraph 2.2 of this Schedule;
<b>"Business Continuity Plan"</b>	has the meaning given to it in Paragraph 2.3.2 of this Schedule;
<b>"Disaster"</b>	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
<b>"Disaster Recovery Deliverables"</b>	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
<b>"Disaster Recovery Plan"</b>	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
<b>"Disaster Recovery System"</b>	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
<b>"Related Supplier"</b>	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
<b>"Review Report"</b>	has the meaning given to it in Paragraph 6.3 of this Schedule; and
<b>"Supplier's Proposals"</b>	has the meaning given to it in Paragraph 6.3 of this Schedule;

## **2. BCDR Plan**

- 2.1 The Buyer and the Supplier recognise that, where specified in Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 At least ninety (90) Working Days prior to the Call Off Service Go Live Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written

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

Call-Off Ref:

Crown Copyright 2018

- approval a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Supplier shall follow to:
- 2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
  - 2.2.2 the recovery of the Deliverables in the event of a Disaster
- 2.3 The BCDR Plan shall be divided into three sections:
- 2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
  - 2.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
  - 2.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 2.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 2.5 The BCDR Plan should also ensure DCA sub-contractor continuity as per Framework 1 Part B para 4.1.19

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

- 3.1 Section 1 of the BCDR Plan shall:
- 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
  - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
  - 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
  - 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
  - 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
  - 3.1.6 contain a risk analysis, including:
    - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;

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

Call-Off Ref:

Crown Copyright 2018

- (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
  - (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
  - (d) a business impact analysis of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
  - 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
  - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
  - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
  - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

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

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of

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

Call-Off Ref:

Crown Copyright 2018

Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:

- 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
- 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
  - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
  - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
  - 4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
  - 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

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

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
  - 5.2.1 loss of access to the Buyer Premises;
  - 5.2.2 loss of utilities to the Buyer Premises;
  - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
  - 5.2.4 loss of a Subcontractor;
  - 5.2.5 emergency notification and escalation process;
  - 5.2.6 contact lists;
  - 5.2.7 staff training and awareness;
  - 5.2.8 BCDR Plan testing;
  - 5.2.9 post implementation review process;

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

Call-Off Ref:

Crown Copyright 2018

5.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;

5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;

5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and

5.2.13 testing and management arrangements.

**6. Review and changing the BCDR Plan**

6.1 The Supplier shall review the BCDR Plan:

6.1.1 on a regular basis and as a minimum once every six (6) Months;

6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and

6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.

6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.

6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.

6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and

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

Call-Off Ref:

Crown Copyright 2018

the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

**7. Testing the BCDR Plan**

- 7.1 The Supplier shall test the BCDR Plan:
- 7.1.1 regularly and in any event not less than once in every Contract Year;
  - 7.1.2 in the event of any major reconfiguration of the Deliverables
  - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
- 7.5.1 the outcome of the test;
  - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
  - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.



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

Call-Off Ref:

Crown Copyright 2018

**8. Invoking the BCDR Plan**

- 8.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

**9. Circumstances beyond your control**

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

**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

## Call-Off Schedule 9 (Security Requirements)

### 1. Definitions

In this Schedule, the following definitions shall apply and be supplemental to those in Joint Schedule 1 (Definitions):

<b>"Accreditation"</b>	<b>the assessment of the Core Information Management System in accordance with Part C of this Schedule by the Buyer or an independent information risk manager/professional appointed by the Buyer, which results in an Accreditation Decision;</b>
<b>"Accreditation Decision"</b>	<b>is the decision of the Buyer, taken in accordance with the process set out in Paragraph 4 of Part C of this Schedule, to issue the Supplier with a Risk Management Approval Statement or a Risk Management Rejection Notice in respect of the Core Information Management System;</b>
<b>"Accreditation Plan"</b>	<b>the Supplier's plan to attain an Accreditation Approval Statement from the Buyer, which is prepared by the Supplier and Approved by the Buyer in accordance with Part C of this Schedule;</b>
<b>"Anti-Malicious Software"</b>	<b>Software that scans for and identifies possible Malicious Software in the ICT Environment;</b>
<b>"Breach of Security"</b>	<p><b>the occurrence of:</b></p> <p><b>(a)</b> any unauthorised access to or use of the Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System and/or any information or data (including the Confidential Information and the Government Data) used by the Buyer, the Supplier or any Subcontractor in connection with this Call-Off Contract;</p> <p><b>(b)</b> the loss (physical or otherwise) and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including copies of such information or data, used by the</p>

Framework Ref: RM6226

Project Version v1.0

Model Version [1.0].

66413318 v3

OFFICIAL

**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

	<p>Buyer, the Supplier and/or any Subcontractor in connection with this Call-Off Contract; and/or</p> <p>(c) any part of the Supplier System ceasing to be compliant with the Certification Requirements,</p> <p><b>in each case as more particularly set out in the Security Requirements in Framework Schedule 1 (Specification) and the Order Form and the Security Requirements;</b></p>
<b>"Certification Requirements"</b>	<b>the requirements set out in Part E of this Schedule;</b>
<b>"CHECK Service Provider"</b>	<b>a company which has been certified by the National Cyber Security Centre, holds "Green Light" status and is authorised to provide the ITHC Services required by the Paragraph 4.2 of Part C of this Schedule;</b>
<b>"CIMS Subcontractor"</b>	<b>a Subcontractor that provides or operates the whole, or a substantial part, of the Core Information Management System;</b>
<b>"Core Information Management System"</b>	<b>those information assets, ICT systems and/or Sites which will be used by the Supplier and/or its Subcontractors to Process Government Data, together with the associated information management system (including organisational structure, controls, policies, practices, procedures, processes and resources) which the Buyer has determined in accordance with the Security Requirements;</b>
<b>General Security Requirements</b>	<b>the Security Requirements that shall apply to any Supplier and / or Subcontractor that processes Personal Data;</b>
<b>"Higher Risk Subcontractor"</b>	<p><b>a Subcontractor that Processes Government Data, where that data includes either:</b></p> <p>(a) the Personal Data of 1000 or more individuals in aggregate during the period between the Call-Off Start Date and the End Date; or</p> <p>(b) Special Category Personal Data, other than information about the access or</p>

Framework Ref: RM6226  
Project Version v1.0  
Model Version [1.0].

66413318 v3

OFFICIAL

**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

	dietary requirements of the individuals concerned;
<b>"IT Health Check" (ITHC)</b>	<b>has the meaning given Paragraph 4.2 of Part C of this Schedule;</b>
<b>Incident Management Process</b>	<b>is the process which the Supplier shall implement immediately after it becomes aware of a Breach of Security which is intended to restore normal operations as quickly as possible, minimising any adverse impact on the Government Data, the Buyer, the Services and/or users of the Services and which shall be prepared by the Supplier in accordance with Paragraph 13.2 of Part A of this Schedule and as set out by the Supplier and Approved by the Buyer within the template set out in Section 23 of Appendix 1 of this Schedule;</b>
<b>"Information Assurance Assessment"</b>	<b>is the set of policies, procedures, systems and processes which the Supplier shall implement, maintain and update in accordance with Part B of this Schedule in order to manage, mitigate and, where possible, avoid information security risks including cyber-attacks, hacks, data leaks, Personal Data Breaches and/or theft and which shall be prepared by the Supplier using the template set out in Appendix 1 of this Schedule;</b>
<b>"Information Management System"</b>	<b>the Core Information Management System and the Wider Information Management System;</b>
<b>"Information Security Approval Statement"</b>	<b>a notice issued by the Buyer which sets out the information risks which the Supplier has identified as being associated with using the Information Management System and confirms that the Buyer: (i) is satisfied that the identified risks have been adequately and appropriately addressed; (ii) the Buyer has accepted the residual risks; and (iii) the Supplier may use the</b>

Framework Ref: RM6226  
Project Version v1.0  
Model Version [1.0].

66413318 v3

OFFICIAL

**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

	<b>Information Management System to Process Government Data;</b>
<b>"Malicious Software"</b>	<b>any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;</b>
<b>"Medium Risk Subcontractor"</b>	<b>a Subcontractor that Processes Government Data, where that data</b>  <b>(a)</b> includes the Personal Data of between 100 and 999 individuals (inclusive) in the period between the Call-Off Start Date and the End Date; and  <b>(b)</b> does not include Special Category Personal Data, other than information about the access or dietary requirements of the individuals concerned;
<b>"Required Changes Register"</b>	<b>is a register which forms part of the Risk Management Documentation which records each of the changes that the Supplier has agreed with the Buyer to be made to the Core Information System and/or the Security Management Plan as a consequence of the occurrence of any of the events set out in the following Paragraphs within:</b>  <ul style="list-style-type: none"> <li>● 1 of Part A;</li> <li>● 4 of Part B;</li> <li>● 3 of Part C;</li> </ul> <b>together with the date on which each change shall be implemented and the date on which each change was implemented;</b>
<b>"Risk Management Approval Statement"</b>	<b>a notice issued by the Buyer which sets out the information risks associated with using the Core Information Management System and confirms that the Buyer is satisfied that the identified risks have been adequately and</b>

Framework Ref: RM6226  
Project Version v1.0  
Model Version [1.0].

66413318 v3

OFFICIAL

**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

	appropriately addressed and that the residual risks are understood and accepted by the Buyer;
<b>"Risk Management Documentation"</b>	is the information and supporting documentation that the Supplier develops and provides to the Buyer when completing section 11 of the Security Management Plan;
<b>"Risk Management Reject Notice"</b>	has the meaning given in Paragraph 4.8.2;
<b>"Security Management Plan"</b>	comprises all information required from the Supplier in order to demonstrate compliance with the Security Requirements that must be presented in the templates set out in Appendix 1;
<b>Security Requirements</b>	the security requirements that the Supplier and each Subcontractor must comply with during the Contract Period as set out in the this Schedule;
<b>"Security Test"</b>	has the meaning given Paragraphs 4 in Part C and Part D of this Schedule;
<b>Security Working Group</b>	the meeting led by the Buyer (or their agent) with the Supplier to discuss the Security Management Plan and any risks, issues and controls the Supplier has put into place to ensure they are delivering the Security Requirements. The timing, required attendees and periodicity of the meetings will be defined by the Buyer during implementation, but should be no less than quarterly and should include the Supplier's Staff with the relevant expertise;
<b>"Special Category of Personal Data"</b>	the categories of Personal Data set out in Article 9(1) of GDPR;
<b>"Statement of Information Risk Appetite"</b>	the document that sets-out the type and level of risk that the Buyer is prepared to accept;
<b>"Subcontractor Security Requirements"</b>	any Security Requirements that must be delivered by Subcontractors;

Framework Ref: RM6226  
Project Version v1.0  
Model Version [1.0].

66413318 v3

OFFICIAL

**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

<b>"Vulnerability Correction Plan"</b>	<b>has the meaning given in Paragraph Part C Paragraph 4.3.3.1 of this Schedule;</b>
<b>"Wider Information Management System"</b>	<b>those information assets, ICT systems and/or Sites which will be used by the Supplier and/or its Subcontractors to Process Government Data which have not been determined by the Buyer to form part of the Core Information Management System together with the associated information management system (including organisational structure, controls, policies, practices, procedures, processes and resources).</b>

## **2. Part A Introduction**

2.1. This Schedule sets out:

- 2.1.1. the arrangements the Supplier must implement before, and comply with when, providing the Services and performing its other obligations under this Call-Off Contract to ensure the security of Government Data, the Services and the Information Management System;
- 2.1.2. the Certification Requirements applicable to the Supplier and each of those Subcontractors which Processes Government Data;
- 2.1.3. the Security Requirements with which the Supplier must comply, which are dependent upon the applicable Lot(s) awarded to the Supplier under the Framework Contract;
- 2.1.4. the tests which the Supplier shall conduct on the Information Management System during the Term;
- 2.1.5. the Supplier's obligations to:
  - 2.1.5.1. return or destroy Government Data on the expiry or earlier termination of this Call-Off Contract; and
  - 2.1.5.2. prevent the introduction of Malicious Software into the Supplier System and to scan for, contain the spread of, and minimise the impact of Malicious Software which is introduced into the Supplier System in Paragraph 8; and
  - 2.1.5.3. report Breaches of Security to the Buyer.
- 2.1.6. the applicable Tier of Security Requirements required to be complied with by the Supplier are summarised in Table 1 below:

**Table 1:**

Framework Ref: RM6226  
Project Version v1.0  
Model Version [1.0].

66413318 v3

OFFICIAL

## OFFICIAL CONFIDENTIAL

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

Tier	Lot	Summary Security Requirements	Certification Requirements
1.	1	<p><u>General Security Requirements (Part B) plus PSC Accreditation (Part C)</u></p> <p>The Supplier is also required to:</p> <ul style="list-style-type: none"> <li>a) ensure that terms and conditions no less onerous than those outlined in Part D of this Schedule are also flowed down within it's Subcontracts with Subcontractors;</li> <li>b) ensure that it's Subcontractors comply with the Security Requirements; and</li> <li>c) provide all documentation relating to the Subcontractors delivery of the Security Requirements including the Subcontractors Security Management Plans, to the Buyer immediately upon written request .</li> </ul>	ISO 27001:2017 and Cyber Essentials (CE) + and PCI-DSS
2.	5, 6, 7, 20	<p><u>General Security Requirements (Part A) plus PSC Assurance (Part D) for Lot 20</u></p> <p>The Supplier is also required to:</p> <ul style="list-style-type: none"> <li>a) ensure that terms and conditions no less onerous than those outlined in Part D of this Schedule are also flowed down within it's Subcontracts with Subcontractors;</li> <li>b) ensure that it's Subcontractors comply with the Security Requirements; and</li> <li>c) provide all documentation relating to the Subcontractors delivery of the Security Requirements including the Subcontractors Security Management Plans, to the Buyer immediately upon written request.</li> </ul>	ISO 27001:2017 and CE+ and PCI-DSS
3.	2, 3, 8, 9, 10, 11, 12, 13, 14	<u>General Security Requirements (Part B)</u>	ISO 27001:2017 and CE+
4.	4, 15, 16, 17, 18, 19	<u>General Security Requirements (Part B) when handling Personal Data, otherwise N/A</u>	CE

Framework Ref: RM6226  
Project Version v1.0  
Model Version [1.0].

66413318 v3

OFFICIAL



**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

**3. Principles of Security**

- 3.1. The Supplier acknowledges that the Buyer places great emphasis on the confidentiality, integrity and availability of the Government Data and, consequently on the security of:
- 3.1.1. the Sites;
  - 3.1.2. the Supplier System;
  - 3.1.3. the Information Management System, Core information Management System and Wider Information Management System, as applicable; and
  - 3.1.4. the Services.
- 3.2. Notwithstanding the involvement of the Buyer in assessing the arrangements which the Supplier shall implement in order to ensure the security of the Government Data and the Information Management System, the Supplier shall be, and shall remain, responsible for:
- 3.2.1. the security, confidentiality, integrity and availability of the Government Data whilst that Government Data is under the control of the Supplier or any of its Subcontractors; and
  - 3.2.2. the security of the Information Management System.
- 3.3. The Supplier shall:
- 3.3.1. comply with the Security Requirements in this Schedule; and
  - 3.3.2. ensure that each Subcontractor that Processes Government Data complies with the Subcontractor Security Requirements in this Schedule.
- 3.4. The Supplier shall provide the Buyer with access to Supplier Staff responsible for information assurance to facilitate the Buyer's assessment of the Supplier's compliance with its obligations set out in this Schedule at reasonable times on reasonable notice.
- 3.5. The Buyer may at its sole discretion appoint an agent to act on its behalf with regards to its engagement with the Supplier regarding the Security Requirements.

**Part B General Security Requirements****1. The Security Management Plan**

- 1.1 The Security Management Plan includes details of each of the tasks which must be completed by the Supplier, Milestones which must be Achieved and the Buyer responsibilities which must be completed in order for the Supplier to receive a Risk Management Approval Statement.

Framework Ref: RM6226

Project Version v1.0

Model Version [1.0].

66413318 v3

OFFICIAL

**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

- 1.2 The Supplier shall complete the Security Management Plan Template (Appendix 1) detailing how they will deliver the Security Requirements and the necessary information required for the applicable Tier(s) for the Lot(s) awarded to the Supplier. Any element that does not apply or only partially applies should be explained within the Template. If a Supplier is delivering Services in respect of more than 1 Lot, it must complete a separate Security Risk Management Template for each Lot.
- 1.3 Where there has been a Variation or Change to the Services which affects any aspect of the Security Requirements, CCS and the relevant Buyers must be notified immediately in writing of this fact and the extent of its effect or believed effect on the Security Requirements and / or the Tier of the Security Requirements that the Supplier should apply to the Service (actual or potential).
- 1.4 The Supplier shall complete the Security Management Plan to demonstrate and document how they comply with the Security Requirements. A draft Security Management Plan shall be made available to the Buyer prior to the Call-Off Contract Effective Date unless already Approved by the Buyer.
- 1.5 The Security Management Plan should be provided to the Buyer in accordance with the Buyer's requirements and as set out within the Implementation Plan, but in any case, unless already Approved by the Buyer, this should be prior to the Service Effective Date.
2. **Security Classification of Information**
  - 2.1 If the provision of the Services requires the Supplier to Process Government Data which is classified as: OFFICIAL-SENSITIVE, the Supplier shall implement such additional measures as agreed with the Buyer from time to time in order to ensure that such information is safeguarded in accordance with the applicable Standards.
3. **End User Devices**
  - 3.1 The Supplier shall ensure that any Government Data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the Buyer, except where the Buyer has already Approved a suitable alternative arrangement.
  - 3.2 The Supplier shall ensure that any device which is used to Process Government Data meets all of the Security Requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security>
  - 3.3 The Supplier must ensure that their EUD's require all Supplier Staff to authenticate themselves before gaining access to the device. All the Supplier's EUD's must encrypt all data at rest using a reputable full disk encryption solution that has been formally assured through a recognised certification process agreed with the Buyer, except where the Buyer has already Approved a suitable alternative arrangement. The Supplier's

Framework Ref: RM6226  
Project Version v1.0  
Model Version [1.0].

66413318 v3

OFFICIAL

**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

EUD's must be configured to automatically lock the screen after a period of inactivity and this must be agreed with the Buyer in writing.

**4. Location of Government Data**

- 4.1 The Supplier shall not and shall procure that none of its Subcontractors Process Government Data outside the UK without the Approval of the Buyer, which may be subject to conditions and that it shall comply with Joint Schedule 11 (Processing Data).

**5. Vulnerabilities and Corrective Action**

- 5.1 The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the Information Management System will be discovered which unless mitigated will present an unacceptable risk to the Government Data.
- 5.2 The severity of vulnerabilities for COTS Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability.
- 5.3 The Supplier shall utilise scoring according to the agreed method in the Security Management Plan and using the appropriate vulnerability scoring systems including:
- 5.3.1 the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST at <http://nvd.nist.gov/cvss.cfm>); and
  - 5.3.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.
- 5.4 Subject to Paragraph 5.5, the Supplier shall procure the application of security patches to vulnerabilities in the Information Management System within:
- 5.4.1 7 days after the public release of patches for those vulnerabilities categorised as 'Critical';
  - 5.4.2 30 days after the public release of patches for those vulnerabilities categorised as 'Important'; and
  - 5.4.3 60 days after the public release of patches for those vulnerabilities categorised as 'Other'.
- 5.5 The timescales for applying patches to vulnerabilities in the Information Management System set out in Paragraph 5.4 shall be extended where:
- 5.5.1 the Supplier can demonstrate that a vulnerability in the Information Management System is not exploitable within the context of the Services (e.g. because it resides in a Software component which is not involved in running in the Services) provided such vulnerabilities shall be remedied by the Supplier within the timescales set out

Framework Ref: RM6226  
Project Version v1.0  
Model Version [1.0].

66413318 v3

OFFICIAL

**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

in Paragraph 5.4 if the vulnerability becomes exploitable within the context of the Services;

- 5.5.2** the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer;
- 5.5.3** the Buyer Approves to a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the Security Management Plan; or
- 5.5.4** the Security Management Plan shall include provisions for major version upgrades of all COTS Software to be kept up to date such that all COTS Software are always in mainstream support throughout the Contract Period, unless otherwise Approved by the Buyer. All COTS Software should be no more than N-1 versions behind the latest software release.

## **6. Networking**

- 6.1** The Supplier shall ensure that any Government Data which it causes to be transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted using TLS version 1.2 as a minimum.

## **7. Personnel Security**

- 7.1** All Supplier Staff shall be subject to a pre-employment check before they may participate in the provision and or management of the Services. Such pre-employment checks must include all pre-employment checks which are required by the HMG Baseline Personnel Security Standard including: verification of the individual's identity; verification of the individual's nationality and immigration status; and, verification of the individual's employment history; verification of the individual's criminal record.
- 7.2** The Buyer and the Supplier shall review the roles and responsibilities of the Supplier Staff who will be involved in the management and/or provision of the Services in order to enable the Buyer to determine which roles require additional vetting and a specific national security vetting clearance (e.g. a Counter Terrorist Check; a Security Check). Roles which are likely to require additional vetting and a specific national security vetting clearance include system administrators whose role would provide those individuals with privileged access to IT systems which Process Government Data or data which is classified as OFFICIAL-SENSITIVE.
- 7.3** The Supplier shall not permit Supplier Staff who fail the security checks required by Paragraphs 7.1 and 7.2 to be involved in the management and/or provision of the Services except where the Buyer Approves the involvement of the named individual in the management and/or provision of the Services.
- 7.4** The Supplier shall ensure that Supplier Staff are only granted such access to Government Data as is necessary to enable the Supplier Staff to perform their role and to fulfil their responsibilities.
- 7.5** The Supplier shall ensure that Supplier Staff who no longer require access to the Government Data (e.g. they cease to be employed by the Supplier or any of its

Framework Ref: RM6226

Project Version v1.0

Model Version [1.0].

66413318 v3

OFFICIAL

**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

Subcontractors), have their rights to access the Government Data revoked within 1 Working Day

**8. Identity, Authentication and Access Control**

**8.1** The Supplier shall operate an access control regime to ensure:

**8.1.1** all users and administrators of the Supplier System are uniquely identified and authenticated when accessing or administering the Services; and

**8.1.2** all persons who access the Sites are identified and authenticated before they are allowed access to the Sites.

**8.2** The Supplier shall apply the 'principle of least privilege' when allowing persons access to the Supplier System and Sites so that such persons are allowed access only to those parts of the Sites and the Supplier System they require to perform the Services under the Contract.

**8.3** The Supplier shall retain records of access to the Sites and to the Supplier System and shall make such records available to the Buyer on request.

**9. Audit and Protective Monitoring**

**9.1** The Supplier shall collect audit records which relate to security events in the Core Information Management System or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include regular reports and alerts setting out details of access by users of the Core Information Management System, to enable the identification of (without limitation) changing access trends, any unusual

Framework Ref: RM6226  
Project Version v1.0  
Model Version [1.0].

66413318 v3

OFFICIAL

**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

patterns of usage and/or accounts accessing higher than average amounts of Government Data.

**9.2** The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the Core Information Management System.

**9.3** The retention periods for audit records and event logs must be agreed with the Buyer and documented in the Security Management Plan.

**10. Secure Architecture**

**10.1** The Supplier shall design the Core Information Management System in accordance with:

**10.1.1** the NCSC "Security Design Principles for Digital Services", a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/security-design-principles-digital-services-main>;

**10.1.2** the NCSC "Bulk Data Principles", a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/protecting-bulk-personal-data-main> ; and

**10.1.3** the NSCS "Cloud Security Principles", a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

**11. Malicious Software**

**11.1** The Supplier shall install and maintain Anti-Malicious Software or procure that Anti-Malicious Software is installed and maintained on any part of the Information Management System which may Process Government Data and ensure that such Anti-Malicious Software is configured to perform automatic software and definition updates as well as regular scans of the Information Management System to check for, prevent the introduction of Malicious Software or where Malicious Software has been introduced into the Information Management System, to identify, contain the spread of, and minimise the impact of Malicious Software.

**11.2** If Malicious Software is found, the Parties shall cooperate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any Losses and to restore the Services to their desired operating efficiency.

**11.3** Any cost arising out of the actions of the Parties taken in compliance with the provisions of Paragraph 11.1 shall be borne by the Parties as follows:

**11.3.1** by the Supplier where the Malicious Software originates from the Supplier Software, the Third Party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when the Data was provided to

Framework Ref: RM6226

Project Version v1.0

Model Version [1.0].

66413318 v3

OFFICIAL

**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

the Supplier, unless the Buyer had instructed the Supplier to quarantine and check the data for Malicious Software and the Supplier had failed to do so, and

**11.3.2** by the Buyer, in any other circumstance.

**12. Data Destruction or Deletion**

**12.1** The Supplier shall:

- 12.1.1** prior to securely sanitising any Government Data or when requested the Supplier shall provide the Buyer with two copies of all Buyer Data in an agreed open format;
- 12.1.2** have documented processes to ensure the availability of Government Data in the event of the Supplier ceasing to trade;
- 12.1.3** securely erase in a manner agreed with the Buyer any or all Government Data held by the Supplier when requested to do so by the Buyer;
- 12.1.4** securely destroy in a manner agreed with the Buyer all media that has held Government Data at the end of life of that media in accordance with any specific requirements in this Call-Off Contract and, in the absence of any such requirements, as agreed by the Buyer in writing; and
- 12.1.5** implement processes which address the CPNI and NCSC guidance on secure sanitisation.

**13. Breach of Security**

**13.1** If either Party becomes aware or reasonably suspects of a Breach of Security it shall notify the other in accordance with the Incident Management Process.

**13.2** The Incident Management Process shall, as a minimum, require the Supplier to do the following upon it becoming aware of a Breach of Security or attempted Breach of Security:

**13.2.1** immediately take all reasonable steps necessary to:

- (a)** minimise the extent of actual or potential harm caused by such Breach of Security;
- (b)** remedy such Breach of Security to the extent possible;
- (c)** apply a tested mitigation against any such Breach of Security; and
- (d)** prevent a further Breach of Security in the future which exploits the same root cause failure;

**13.2.2** as soon as reasonably practicable and, in any event, within twelve (12) hours following the Breach of Security or attempted Breach of Security, the Supplier must

Framework Ref: RM6226  
Project Version v1.0  
Model Version [1.0].

66413318 v3

OFFICIAL

**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

provide to the Buyer full details of the Breach of Security or attempted Breach of Security, including a root cause analysis as required by the Buyer.

- 13.3** In the event that any action is taken in response to a Breach of Security or attempted Breach of Security as a result of non-compliance by the Supplier, its Subcontractors and/or all or any part of the Information Management System, with this Call-Off Contract, then such remedial action shall be undertaken and completed at no additional cost to the Buyer.

**14. Security Monitoring and Reporting**

- 14.1** The Supplier shall:

- 14.1.1** monitor the delivery of assurance activities;
- 14.1.2** maintain and update the Security Management Plan in accordance with Paragraph 1;
- 14.1.3** agree a document which presents the residual security risks to inform the Buyer's decision on whether or not to give Approval to the Supplier to Process, store and transit the Government Data;
- 14.1.4** monitor security risk impacting upon the operation of the Service;
- 14.1.5** report Breaches of Security in accordance with the approved Incident Management Process; and
- 14.1.6** agree with the Buyer the frequency and nature of the security reports to be prepared and submitted by the Supplier to the Buyer within 30 days of the Start Date of this Call-Off Contract.

**Part C Accreditation requirements**

- 1. This Part sets out:**

- 1.1** The Accreditation arrangements that the Supplier must implement and comply with when providing the Services and performing its other obligations under this Call-Off Contract. These are required to ensure the security of the Government Data, the ICT Environment, the Services and the Information Management System, which are in addition to the requirements set-out in Parts A, B and E and Appendix 1 and 2 of this Schedule.
- 1.2** To facilitate the Supplier's design, implementation, operation, management and continual improvement of the Security Management Plan and the security of the Services and Information Management System and otherwise.

Framework Ref: RM6226  
Project Version v1.0  
Model Version [1.0].

66413318 v3

OFFICIAL



**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

- 1.3 The Supplier shall provide access to the Supplier Staff responsible for information assurance and the Buyer shall provide access to its Personnel responsible for information assurance, at reasonable times upon reasonable written notice.

**2. Information Management System**

- 2.1. The Information Management System comprises the Core Information Management System and the Wider Information Management System.
- 2.2. The Buyer shall be responsible for determining the boundary between the Core Information Management System and the Wider Information Management System. In order to enable the Buyer to make such determination, the Supplier shall provide the Buyer with such documentation and information that the Buyer may reasonably require regarding any information assets, ICT systems and/or Sites which will be used by the Supplier or any Subcontractor to Process Government Data together with the associated information management system (including organisational structure, controls, policies, practices, procedures, processes and resources). The Buyer shall notify the Supplier, as soon as reasonably practical following the receipt of such documentation and information, of its decision regarding the component parts of the Core Information Management System and its boundary with the Wider Information Management System.
- 2.3. The Supplier shall reproduce the Buyer's decision as a diagram documenting the Core Information Management System, the Wider Information Management system and the boundary between the two. This diagram shall form part of the Security Management Plan.
- 2.4. Any proposed change to the component parts of the Core Information Management System or the boundary between the Core Information Management System and the

Framework Ref: RM6226  
Project Version v1.0  
Model Version [1.0].

66413318 v3

OFFICIAL

**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

Wider Information Management System shall be notified and processed in accordance with Clause 24 of the Core Terms (Changing the contract).

3. **Statement of Information Risk Appetite and Security Requirements**

- 3.1. The Supplier acknowledges that the Buyer has provided and the Supplier has received a statement of information risk appetite for the Supplier System and the Services ("**Statement of Information Risk Appetite**").
- 3.2. The Buyer's Security Requirements in respect of the Core Information Management System shall be set out in Appendix 1 (below).

4. **Accreditation of the Core Information Management System**

- 4.1. The Core Information Management System shall be subject to Accreditation in accordance with this Paragraph 4.
- 4.2. The Supplier acknowledges that the purpose of Accreditation is to ensure that:
- 4.2.1. the Security Management Plan accurately represents the Core Information Management System;
  - 4.2.2. the Accreditation Plan, if followed, provides the Buyer with sufficient confidence that the CIMS will meet the requirements of the Security Requirements and the Statement of Risk Appetite; and
  - 4.2.3. the residual risks of the Core Information Management System are no greater than those provided for in the Statement of Risk Appetite and Security Requirements.
- 4.3. The Accreditation shall be performed by the Buyer or by representatives appointed by the Buyer.
- 4.4. In addition to any obligations imposed by Call-Off Schedule 13 (Implementation Plan and Testing), the Supplier must ensure that its Implementation Plan sets out in sufficient detail how it will ensure compliance with the requirements of this Call-Off Schedule 9 (Security Requirements), including any requirements imposed on Subcontractors, from the Call-Off Contract Start Date.
- 4.5. By the date specified in the Implementation Plan, the Supplier shall prepare and submit to the Buyer the risk management documentation for the Core Information Management System, which shall be subject to approval by the Buyer in accordance with, Part B Paragraph 5 (the "**Security Management Plan**").
- 4.6. By the date by which the Supplier is required to have received a Risk Management Approval Statement from the Buyer together with:
- 4.6.1. details of each of the tasks which must be completed by the Supplier, Milestones which must be Achieved and the Buyer responsibilities which must be completed in

Framework Ref: RM6226  
Project Version v1.0  
Model Version [1.0].

66413318 v3

OFFICIAL

**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

- order for the Supplier to receive a Risk Management Approval Statement pursuant to Paragraph 4.8.1.
- 4.6.2. a formal risk assessment of the Core Information Management System and a risk treatment plan for the Core Information Management System;
- 4.6.3. a completed ISO 27001:2013 Statement of Applicability for the Core Information Management System; the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Services, processes associated with the delivery of the Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System (to extent that it is under the control of or accessed the Supplier) and any IT, Information and data (including the Confidential Information of the Buyer and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Services; and
- 4.6.4. unless such requirement is waived by the Buyer, proposed controls that will be implemented in respect of all aspects of the Services and all processes associated with the delivery of the Services, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any IT, Information and data (including the Confidential Information of the Buyer and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Call-Off Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Services including:
  - 4.6.4.1. the Required Changes Register;
  - 4.6.4.2. evidence that the Supplier and each applicable Subcontractor is compliant with the Certification Requirements;
  - 4.6.4.3. a Personal Data Processing Statement; and
  - 4.6.4.4. the diagram documenting the Core Information Management System, the Wider Information Management System and the boundary between the two created under Paragraph 3.2.
- 4.7. To facilitate Accreditation of the Core Information Management System, the Supplier shall provide the Buyer and its authorised representatives with:
  - 4.7.1. access to the Sites, ICT information assets and ICT systems within the Core Information Management System on request or in accordance with the Accreditation Plan; and
  - 4.7.2. such other information and/or documentation that the Buyer or its authorised representatives may reasonably require, to enable the Buyer to establish that the

Framework Ref: RM6226  
Project Version v1.0  
Model Version [1.0].

66413318 v3

OFFICIAL

**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

Core Information Management System is compliant with the Security Management Plan.

- 4.8. The Buyer shall, by the relevant date set out in the Accreditation Plan, review the Security Management Plan and issue to the Supplier either:
- 4.8.1. a Risk Management Approval Statement which will then form part of the Security Management Plan, confirming that the Buyer is satisfied that the identified risks to the Core Information Management System have been adequately and appropriately addressed and that the residual risks are understood and accepted by the Buyer; or
  - 4.8.2. a rejection notice stating that the Buyer considers that the identified risks to the Core Information Management System have not been adequately or appropriately addressed or the residual risks to the Core Information Management System have not been reduced to the level anticipated by the Statement of Information Risk Appetite, and the reasons why ("**Risk Management Rejection Notice**").
- 4.9. If the Buyer issues a Risk Management Rejection Notice, the Supplier shall, within 20 Working Days of the date of the Risk Management Rejection Notice:
- 4.9.1. address all of the issues raised by the Buyer in such notice;
  - 4.9.2. update the Security Management Plan, as appropriate, and
  - 4.9.3. notify the Buyer that the Core Information Management System is ready for an Accreditation Decision.
- 4.10. If the Buyer issues a two or more Risk Management Rejection Notices, the failure to receive a Risk Management Approval Statement shall constitute a material Default and the Buyer may by terminate this Call-Off Contract with immediate effect by issuing a Termination Notice to the Supplier in accordance with Clause 10.4 of the Core Terms.
- 4.11. Subject to Paragraph 4.10, the process set out in Paragraphs 4.9 shall be repeated until such time as the Buyer issues a Risk Management Approval Statement to the Supplier or terminates this Call-Off Contract.
- 4.12. The Supplier shall not use the Core Information Management System to Process Government Data prior to receiving a Risk Management Approval Statement.
- 4.13. The Supplier shall keep the Core Information Management System and Security Management Plan under review and shall update the Security Management Plan annually in accordance with this Paragraph 4 and the Buyer shall review the

Framework Ref: RM6226  
Project Version v1.0  
Model Version [1.0].

66413318 v3

OFFICIAL

**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

Accreditation Decision annually and following the occurrence of any of the events set out in Paragraph 4.9.

- 4.14. The Supplier shall notify the Buyer within 2 Working Days after becoming aware of:
- 4.14.1. a significant change to the components or architecture of the Core Information Management System;
  - 4.14.2. a new risk or vulnerability is identified to the components or architecture of the Core Information Management System;
  - 4.14.3. a change in the threat profile;
  - 4.14.4. a Subcontractor failure to comply with the Core Information Management System code of connection;
  - 4.14.5. a significant change to any risk component; and/or
  - 4.14.6. a significant change in the quantity of Personal Data held within the Core Information Management System.
- 4.15. Where the Supplier has previously Processed Personal Data that does not include Special Category Personal Data, it starts to Process Special Category Personal Data, other than data relating to accessibility or dietary requirements relating to an individual:
- 4.15.1. a proposal to change any of the Sites from which any part of the Services are provided; and
  - 4.15.2. an ISO27001 audit report produced in connection with the Certification Requirements indicates significant concerns; and
  - 4.15.3. update the Required Changes Register and provide the updated Required Changes Register to the Buyer for review and Approval within 10 Working Days after the initial notification or such other timescale as may be agreed with the Buyer.
- 4.16. If the Supplier fails to implement a change which is set out in the Required Changes Register by the date agreed with the Buyer, such failure shall constitute a material Default and the Supplier shall:
- 4.16.1. immediately cease using the Core Information Management System to Process Government Data until the Default is remedied, unless directed otherwise by the Buyer in writing and then it may only continue to Process Government Data in accordance with the Buyer's written directions; and
  - 4.16.2. where such Default is capable of remedy, the Supplier shall remedy such Default within the timescales set by the Buyer and, should the Supplier fail to remedy the Default within such timescales, the Buyer may terminate this Call-Off Contract with immediate effect by issuing a Termination Notice to the Supplier in accordance with Clause 10.4 of the Core Terms
- 4.17. The Supplier shall review each Change request against the Security Management Plan to establish whether the documentation would need to be amended should such Change request be agreed and, where a Change request would require an amendment to the

Framework Ref: RM6226

Project Version v1.0

Model Version [1.0].

66413318 v3

OFFICIAL

**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

Security Management Plan, the Supplier shall set out any proposed amendments to the documentation in the Impact Assessment associated with such Change request for consideration and Approval by the Buyer.

- 4.18. The Supplier shall be solely responsible for the costs associated with developing and updating the Security Management Plan and carrying out any remedial action required by the Buyer as part of the Accreditation process.

## **5. Security Testing**

- 5.1. The Supplier shall, at its own cost and expense:

- 5.1.1. procure testing of the Core Information Management System by a CHECK Service Provider (an **"IT Health Check"**):

5.1.1.1. prior to it submitting the Security Management Plan to the Buyer for an Accreditation Decision;

5.1.1.2. if directed to do so by the Buyer; and

5.1.1.3. once every 12 Months during the Call-Off Contract Period:

5.1.1.4. conduct vulnerability scanning and assessments of the Core Information Management System Monthly;

5.1.1.5. conduct an assessment as soon as reasonably practicable following receipt by the Supplier or any of its Subcontractors of a critical vulnerability alert from a supplier of any software or other component of the Core Information Management System to determine whether the vulnerability affects the Core Information Management System; and

5.1.1.5.1. conduct such other tests as are required by:

5.1.1.5.2. any Vulnerability Correction Plans;

5.1.1.5.3. the ISO27001 certification requirements;

5.1.1.5.4. the Security Management Plan; and

5.1.1.5.5. The Buyer following a Breach of Security or a significant change to the components or architecture of the Core Information Management System,

(each a **"Security Test"**).

- 5.2. The Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable, and in any case within 10 Working Days, after completion of each Security Test.

- 5.3. In relation to each IT Health Check, the Supplier shall:

- 5.3.1. agree with the Buyer the aim and scope of the IT Health Check;

Framework Ref: RM6226

Project Version v1.0

Model Version [1.0].

66413318 v3

OFFICIAL

**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

- 5.3.2. promptly, and in any case no later than 10 Working Days, following receipt of each IT Health Check report, provide the Buyer with a copy of the IT Health Check report
- 5.3.3. in the event that the IT Health Check report identifies any vulnerabilities, the Supplier shall:
- 5.3.4. prepare a remedial plan for approval by the Buyer (each a "**Vulnerability Correction Plan**") which sets out in respect of each vulnerability identified in the IT Health Check report:
  - 5.3.4.1. how the vulnerability will be remedied;
  - 5.3.4.2. the date by which the vulnerability will be remedied;
  - 5.3.4.3. the tests which the Supplier shall perform or procure to be performed (which may, at the discretion of the Buyer, include a further IT Health Check) to confirm that the vulnerability has been remedied;
  - 5.3.4.4. comply with the Vulnerability Correction Plan; and
  - 5.3.4.5. conduct such further Security Tests on the Core Information Management System as are required by the Vulnerability Correction Plan to confirm that the Vulnerability Correction Plan has been complied with.
- 5.4. The Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Services and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Buyer.
- 5.5. The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. Without prejudice to the Supplier's obligations under Paragraph 5.3, the Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable, and in any case no later than 10 Working Days, after completion of each Security Test.
- 5.6. The Buyer and/or its authorised representatives shall be entitled, at any time and without giving notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the Service, the Information Management System and/or the Supplier's compliance with the Security Management Plan ("**Buyer Security Tests**"). The Buyer shall take reasonable steps to notify the Supplier prior to carrying out such Buyer Security Test to the extent that it is reasonably practicable for it to do so taking into account the nature and purpose of the Buyer Security Test.
- 5.7. The Buyer shall notify the Supplier of the results of such Buyer Security Tests after completion of each Buyer Security Test.
- 5.8. The Buyer Security Tests shall be designed and implemented so as to minimise their impact on the delivery of the Services. If a Buyer Security Test causes Supplier Non-Performance, the Buyer Security Test shall be treated as an Authority Cause for the purposes of Clause 5.1 of the Core Terms, except where the root cause of the Supplier Non-Performance was a weakness or vulnerability exposed by the Buyer Security Test.
- 5.9. Without prejudice to the provisions of Paragraph 5.3, where any Security Test carried out pursuant to this Paragraph 5 reveals any actual or potential Breach of Security or

Framework Ref: RM6226  
Project Version v1.0  
Model Version [1.0].

66413318 v3

OFFICIAL

**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the Core Information Management System and/or the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Buyer's Approval, the Supplier shall implement such changes to the Core Information Management System and/or the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Buyer or, otherwise, as soon as reasonably possible.

- 5.10. If the Buyer unreasonably withholds its Approval to the implementation of any changes proposed by the Supplier to the Security Management Plan in accordance with Paragraph 5.9 above, the Supplier shall not be deemed to be in breach of this Call-Off Contract to the extent it can be shown that such breach:
  - 5.10.1. has arisen as a direct result of the Buyer unreasonably withholding its Approval to the implementation of such proposed changes; and
  - 5.10.2. would have been avoided had the Buyer given its Approval to the implementation of such proposed changes.
- 5.11. For the avoidance of doubt, where a change to the Core Information Management System and/or the Security Management Plan is required to remedy non-compliance with the Risk Management Documentation, the Security Requirements and/or any obligation in this Call-Off Contract, the Supplier shall effect such change at its own cost and expense.
- 5.12. If any repeat Security Test carried out pursuant to Paragraph 5.3 reveals an actual or potential Breach of Security or weakness exploiting the same root cause failure, such circumstance shall constitute a material Default and the Buyer may by terminate this Call-Off Contract with immediate effect by issuing a Termination Notice to the Supplier in accordance with Clause 10.4 of the Core Terms.
- 5.13. The Supplier shall, by 31 March of each Financial Year during the Call-Off Contract Period, provide to the Buyer a letter from its chief executive officer (or equivalent officer) confirming that having made due and careful enquiry:
  - 5.13.1. the Supplier has in the previous year carried out all tests and has in place all procedures required in relation to security matters under this Call-Off Contract; and
  - 5.13.2. the Supplier is confident that its security and risk mitigation procedures with respect to the Services remain effective.
- 6. Vulnerabilities and Corrective Action
  - 6.1. In addition to the requirements within Part B, the Supplier shall:
    - 6.1.1. implement a mechanism for receiving, analysing and acting upon threat information supplied by NCSC, or any other competent Central Government Body;
    - 6.1.2. promptly notify NCSC of any actual or sustained attempted Breach of Security;
    - 6.1.3. ensure that the Core Information Management System is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;

Framework Ref: RM6226  
Project Version v1.0  
Model Version [1.0].

66413318 v3

OFFICIAL



**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
 Crown Copyright 2021

- 6.1.4. ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the Core Information Management System by actively monitoring the threat landscape during the Call-Off Contract Period;
- 6.1.5. pro-actively scan the Core Information Management System for vulnerable components and address discovered vulnerabilities through the processes described in the Security Management Plan;
- 6.1.6. from the date specified in the Accreditation Plan and within 5 Working Days of the end of each subsequent Month during the Call-Off Contract Period, provide the Buyer with a written report which details both patched and outstanding vulnerabilities in the Core Information Management System, the elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report and any failure to comply with the timescales set out in Part B Paragraph 5.4 for applying patches to vulnerabilities in the Core Information Management System;
- 6.1.7. propose interim mitigation measures to vulnerabilities in the Core Information Management System known to be exploitable where a security patch is not immediately available;
- 6.1.8. remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the Core Information Management System); and
- 6.1.9. inform the Buyer when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the Core Information Management System and provide initial indications of possible mitigations.
- 6.2. If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under Part B Paragraph 5.4, the Supplier shall immediately notify the Buyer.
- 6.3. If the Supplier fails to patch vulnerabilities in the Core Information Management System in accordance with Part B Paragraph 5.3, such failure shall constitute a material Default and the Buyer may by terminate this Call-Off Contract with immediate effect by issuing a Termination Notice to the Supplier in accordance with Clause 10.4 of the Core Terms.

**PART D Assurance requirements**

- 1. This Part D sets out the Assurance arrangements the Supplier must implement before, and comply with when, providing the Services and performing its other obligations under this Call-Off Contract to ensure the security of the Government Data and the Information Management System.
  - 1.1 The Supplier must comply with the Assurance arrangements in addition to the other Security Requirements as set out within Parts A and B and E of this Schedule and Appendix 1 (Security Management Plan).
- 2. **Information Security Approval Statement**
  - 2.1 The Supplier must ensure that its Implementation Plan sets out in sufficient detail how it will ensure compliance with the requirements of this Call-Off Schedule 9 (Security

Framework Ref: RM6226

Project Version v1.0

Model Version [1.0].

66413318 v3

OFFICIAL

**OFFICIAL CONFIDENTIAL**

## Call-Off Schedule 9 (Security Requirement)

Crown Copyright 2021

- Requirements), including any requirements imposed on Sub-contractors from the Call-Off Start Date.
- 2.2 The Supplier may not use the Information Management System to Process Government Data unless and until:
- 2.2.1 the Supplier has procured the conduct of an ITHC of the Supplier System by a CHECK Service Provider in accordance with Paragraph 4; and
  - 2.2.2 the Buyer has issued the Supplier with an Information Security Approval Statement in accordance with the process set out in this Paragraph 2.
- 2.3 The Supplier shall document in the Security Management Plan how the Supplier and its Subcontractors shall comply with the requirements set out in this Schedule and the Call-Off Contract in order to ensure the security of the Government Data and the Information Management System.
- 2.4 The Supplier shall prepare and submit to the Buyer within 20 Working Days of the date of this Call-Off Contract, the Security Management Plan, which comprises:
- 2.4.1 an Information Assurance Assessment;
  - 2.4.2 the Required Changes Register;
  - 2.4.3 the Personal Data Processing Statement; and
  - 2.4.4 the Incident Management Process.
- 2.5 The Buyer shall review the Supplier's proposed Security Management Plan as soon as possible and, in any event within 20 Working Days of receipt and shall either issue the Supplier with:
- 2.5.1 an Information Security Approval Statement, which shall confirm that the Supplier may use the Information Management System to Process Government Data; or
  - 2.5.2 a rejection notice which shall set out the Buyer's reasons for rejecting the Security Management Plan.
- 2.6 If the Buyer rejects the Supplier's proposed Security Management Plan, the Supplier shall take the Buyer's reasons into account in the preparation of a revised Security Management Plan, which the Supplier shall submit to the Buyer for review within 10 Working Days or such other timescale as agreed with the Buyer.
- 2.7 The Buyer may require and the Supplier shall provide the Buyer and its authorised representatives with:
- 2.7.1 access to the Supplier Staff;
  - 2.7.2 access to the Information Management System to Audit the Supplier and its Subcontractors' compliance with this Call-Off Contract;

Framework Ref: RM6226

Project Version v1.0

Model Version [1.0].

66413318 v3

OFFICIAL

**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

- 2.7.3 such other information and/or documentation that the Buyer or its authorised representatives may reasonably require;
- 2.7.4 assistance to the Buyer to establish whether the arrangements which the Supplier and its Subcontractors have implemented in order to ensure the security of the Government Data and the Information Management System are consistent with the representations in the Security Management Plan; and
- 2.7.5 the Supplier shall provide the access required by the Buyer in accordance with this Paragraph within 10 Working Days of receipt of such request, except in the case of a Breach of Security in which case the Supplier shall provide the Buyer with the access that it requires within 24 hours of receipt of such request.

### 3. **Compliance Reviews**

- 3.1 The Supplier shall regularly review and update the Security Management Plan, and provide such to the Buyer, at least once each year and as required by this Paragraph.
- 3.2 The Supplier shall notify the Buyer within 2 Working Days after becoming aware of:
  - 3.2.1 a significant change to the components or architecture of the Information Management System;
  - 3.2.2 a new risk to the components or architecture of the Service;
  - 3.2.3 a vulnerability to the components or architecture of the Service which is classified '**Medium**', '**High**', '**Critical**' or '**Important**' in accordance with the classification methodology set out in Paragraph 5 of Part B to this Schedule;
  - 3.2.4 a change in the threat profile;
  - 3.2.5 a significant change to any risk component;
  - 3.2.6 a significant change in the quantity of Personal Data held within the Service;
  - 3.2.7 a proposal to change any of the Sites from which any part of the Services are provided; and/or
  - 3.2.8 an ISO27001 audit report produced in connection with the Certification Requirements indicates significant concerns.
- 3.3 Within 10 Working Days of such notifying the Buyer or such other timescale as may be agreed with the Buyer, the Supplier shall make the necessary changes to the Required Changes Register and submit the updated Required Changes Register the Buyer for review and Approval.
- 3.4 Where the Supplier is required to implement a change, including any change to the Information Management System the Supplier shall effect such change at its own cost and expense.

Framework Ref: RM6226  
Project Version v1.0  
Model Version [1.0].

66413318 v3

OFFICIAL

**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

**4. Security Testing**

4.1 The Supplier shall, at its own cost and expense procure and conduct:

- 4.1.1 testing of the Information Management System by a CHECK Service Provider ("ITHC"); and
- 4.1.2 such other security tests as may be required by the Buyer; and
- 4.1.3 the Supplier shall complete all of the above security tests before the Supplier submits the Security Management Plan to the Buyer for review in accordance with Paragraph 3; and it shall repeat the ITHC not less than once every 12 Months during the Term and submit the results of each such test to the Buyer for review in accordance with this Paragraph.

4.2 In relation to each ITHC, the Supplier shall:

- 4.2.1 agree with the Buyer the aim and scope of the ITHC;
- 4.2.2 promptly, and no later than 10 Working Days, following the receipt of each ITHC report, provide the Buyer with a copy of the full report;
- 4.2.3 in the event that the IT Health Check report identifies any vulnerabilities, the Supplier shall:
  - (a) prepare a remedial plan for Approval by the Buyer (each a "**Vulnerability Correction Plan**") which sets out in respect of each vulnerability identified in the ITHC report:
    - (i) how the vulnerability will be remedied;
    - (ii) the date by which the vulnerability will be remedied; and
    - (iii) the tests which the Supplier shall perform or procure to be performed (which may, at the discretion of the Buyer, include a further IT Health Check) to confirm that the vulnerability has been remedied;
  - (b) comply with the Vulnerability Correction Plan; and
  - (c) conduct such further tests on the Service as are required by the Vulnerability Correction Plan to confirm that the Vulnerability Correction Plan has been complied with.

4.3 The Supplier shall ensure that any testing which could adversely affect the Supplier System shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Services and the date, timing, content and conduct of such tests shall be agreed in advance with the Buyer.

4.4 If any testing conducted by or on behalf of the Supplier identifies a new risk, new threat, vulnerability or exploitation technique] that has the potential to affect the security of the Information Management System, the Supplier shall within days of becoming aware of such risk, threat, vulnerability or exploitation technique provide the Buyer with a copy of the test report and:

Framework Ref: RM6226

Project Version v1.0

Model Version [1.0].

66413318 v3

OFFICIAL

**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

- 4.4.1 propose interim mitigation measures to vulnerabilities in the Information System known to be exploitable where a security patch is not immediately available; and
- 4.4.2 where and to the extent applicable, remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the Supplier System) within the timescales set out in the test report or such other timescales as may be agreed with the Buyer.
- 4.5 The Supplier shall conduct such further tests of the Supplier System as may be required by the Buyer from time to time to demonstrate compliance with its obligations set out this Schedule and the Call-Off Contract.
- 4.6 The Supplier shall notify the Buyer immediately if it fails to, or believes that it will not, mitigate the vulnerability within the timescales set out in Paragraph 5 of Part B to this Schedule.

**Part E Certification requirements****Certification Requirements**

- 1. Supplier Requirements
  - 1.1. The Supplier shall as applicable to the Lot and the associated Security Tier, ensure, at all times during the Call-Off Contract Period, that it is certified as compliant with:
    - 1.1.1. ISO/IEC 27001:2013 by a UKAS approved certification body or are included within the scope of an existing certification of compliance with ISO/IEC 27001:2013; and
    - 1.1.2. Cyber Essentials or Cyber Essentials PLUS as applicable to the Lot and Security Tier of the Service, in accordance with the requirements in Framework Schedule 9 (Cyber Essentials Scheme), and shall provide the Buyer with a copy of each such certificate of compliance before the Supplier or the relevant Subcontractor (as applicable) shall be permitted to use the Core Information Management System to receive, store or Process any Government Data.
- 2. **Payment Card Industry Data Security Standard (PCI DSS) Compliance**
  - 2.1. All Suppliers and / or Subcontractors that are a payment processor must be, and remain, appropriately certified according to the Payment Card Industry Data Security Standard requirements throughout the term of the Contract
  - 2.2. Where the Supplier and / or Subcontractor intends to accept payments, restricted to at sale only, by debit/credit card the Supplier and / or Subcontractor must have either:

Framework Ref: RM6226  
Project Version v1.0  
Model Version [1.0].

66413318 v3

OFFICIAL

**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

- 2.2.1. been certified by a Qualified Security Assessor [and Approved Scanning Vendor (as applicable)] as being compliant with the PCI DSS version 1.1;
- 2.2.2. completed an internal self-assessment and will adhere at all times to the terms of the PCI DSS and will notify the Client promptly in writing of any changes in the Contractor's certification.
- 2.3. The Supplier / Subcontractor must validate compliance in the manner deemed appropriate by the card scheme industry on an annual basis and provide the Buyer with written evidence of compliance annually.
- 2.4. The Supplier / Subcontractor will be responsible for any costs incurred to attain and maintain compliance with PCI DSS.
- 2.5. The Supplier / Subcontractor must meet all PCI DSS requirements, on a continuing basis, including but not limited to any subsequent versions of the PCI DSS.
- 2.6. The Supplier / Subcontractor must be responsible for the security of all cardholder Data in their possession and must protect data by the card scheme industry standard on an annual basis and provide the Buyer access hosted environment and data when necessary.
- 2.7. The Supplier / Subcontractor must notify the Buyer and the card scheme industry immediately if it knows or suspects that there has been, or will be, a breach of the security of Cardholder Data or of the PCI DSS.
- 2.8. The Supplier / Subcontractor must indemnify the Buyer, its subsidiaries, affiliates, officers, employees and agents from and against all actions, demands, costs, Losses, whatsoever incurred by it or them arising out of or in connection with the Supplier's non-compliance with, or breach of, the PCI DSS or breach of Cardholder Data security.
- 2.9. The Supplier / Subcontractor must cease taking payments, by Debit Card / Credit Card, on behalf of the Buyer in the event that the Supplier becomes non-compliant with, or suffers a breach of, the PCI DSS or breach of Cardholder Data security.

### 3. **Subcontractor Requirement**

- 3.1. Notwithstanding anything else in this Contract, a CMIS Subcontractor shall be treated for all purposes as a Key Subcontractor.
- 3.2. In addition to the obligations contained in Joint Schedule 6 (Key Subcontractors), the Supplier must ensure that the Key Subcontract with each CIMS Subcontractor.
- 3.3. contains obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under this Call-Off Schedule 9 (Security Requirements);

- 3.3.1. provides for the Buyer to perform Accreditation of any part of the Core Information Management System that the CIMS Subcontractor provides or operates which is not

Framework Ref: RM6226

Project Version v1.0

Model Version [1.0].

66413318 v3

OFFICIAL

**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

otherwise subject to Accreditation under this Call-Off Schedule 6 (Security Requirements).

- 3.4. The Supplier shall ensure that each Higher Risk Subcontractor is certified as compliant, and the Supplier shall provide the Buyer with a copy of each such certificate of compliance before the Higher-Risk Subcontractor shall be permitted to receive, store or Process Government Data, with either:
- 3.4.1. ISO/IEC 27001:2013 by a United Kingdom Accreditation Service-approved certification body or is included within the scope of an existing certification of compliance with ISO/IEC 27001:2013; or
  - 3.4.2. Cyber Essentials PLUS, in accordance with the requirements in Framework Schedule 9 (Cyber Essentials Scheme),
- 3.5. The Supplier shall ensure that each Medium Risk Subcontractor is certified compliant with Cyber Essentials, in accordance with the requirements in Framework Schedule 9 (Cyber Essentials Scheme).
- 3.6. The Supplier shall notify the Buyer as soon as reasonably practicable and, in any event within 2 Working Days, if the Supplier or any Subcontractor ceases to be compliant with the Certification Requirements and, on request from the Buyer, shall or shall procure that the relevant Subcontractor shall:
- 3.6.1. immediately ceases using the Government Data; and
  - 3.6.2. procure that the relevant Subcontractor promptly returns, destroys and/or erases the Government Data in accordance with Security Requirements.
- 3.7. The Buyer may agree to exempt, in whole or part, the Supplier or any Subcontractor from the Certification Requirements. Any exemption must be in writing to be effective. The Supplier must include the exemption in the Security Management Plan.

Framework Ref: RM6226  
Project Version v1.0  
Model Version [1.0].

66413318 v3

OFFICIAL

**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

**Appendix 1**

**Security Management Plan Template**

**[Guidance Note:** *This template shall be completed by the Supplier in accordance with the applicable Tier of Security Requirements for the particular Lots awarded]*

## **DRS Call-Off Schedule 9 (Appendix 1)**

### **Security Management Plan Template**

**[Lot/Service]**

**[Supplier Name]**

Author:

Owner:

Date:

Version:

Framework Ref: RM6226

Project Version v1.0

Model Version [1.0].

66413318 v3

OFFICIAL



**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

Framework Ref: RM6226  
Project Version v1.0  
Model Version [1.0].  
66413318 v3

OFFICIAL

**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

**[Guidance Note: The Supplier shall complete this Security Management Plan Template in as much detail as possible and if any provision does not apply to the Supplier, it must explain why.]**

**1 Executive Summary**

*<This section should contain a brief summary of the business context of the Supplier System [including any Subcontractor system], any key Information Assurance controls, assurance work done, off-shoring considerations and significant residual risks that need acceptance by the Buyer.>*

Framework Ref: RM6226  
Project Version v1.0  
Model Version [1.0].

66413318 v3

OFFICIAL

OFFICIAL CONFIDENTIAL

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

1.1 List of Contents

1	331.1	Lis
	t of Contents	3
1.2	Change History	4
1.3	References, Links and Dependencies	4
2	372.1	
	Background	5
2.2	Organisational Ownership/Structure	5
2.3	Information assets and flows	5
2.4	System Architecture	5
2.5	Users	5
2.6	Locations	5
2.7	Test and Development Systems	5
2.8	Key roles and responsibilities	5
3	38	
3.2	Risk appetite	6
3.3	Business impact assessment	6
3.4	Risk assessment	6
3.5	Controls	7
3.6	Residual risks and actions	7
4	415	
	426	
	427	
	428	
	439	
	4310	
	4311	
	4312	
	4413	

Framework Ref: RM6226  
Project Version v1.0  
Model Version [1.0].

OFFICIAL CONFIDENTIAL

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

4414  
4415

44

1.1 Security Requirements Change History

Version Number	Date of Change	Change made by	Nature and reason for change

1.2 References, Links and Dependencies

This Security Management Plan Template relies upon the supporting information and assurance provided by the following documents:

ID	Document Title	Reference	Date
1.			
2.			
3.			

**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

**2 System Description**

**3 Background**

*< A short description of the project/product/system. Describe its purpose, functionality, aim and scope.>*

**4 Organisational Ownership/Structure**

*< Who owns the system, operates the system and the organisational governance structure. This should include how any ongoing security management is integrated into the project governance e.g. how a Security Working Group reports to the Buyer and Buyer governance board as per their Call-Off Contract.>*

**5 Information assets and flows**

*<The information assets processed by the system, which should include a simple high level diagram on one page, as well as a list of the type and volumes of data that will be processed, managed and stored within the Supplier System. If Personal Data is processed, please include the fields used such as name, address, department DOB, NI number etc. in Annex 1 of Joint Schedule 11 (Processing Data).>*

**6 System Architecture**

*<A description of the physical system architecture, to include the system management. A diagram will need to be included here>*

**7 Users**

*<A brief description of the system users, to include HMG users as well as any service provider users and system managers. If relevant, the security clearance level requirements of those users should be included.>*

**8 Locations**

*<Detail where the data assets are stored and managed from. If any locations hold independent security certifications (e.g. ISO27001:2013) these should be specified, as well as any off-shoring considerations.>*

OFFICIAL

**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

**9     Test and Development Systems**

*<Include information about any test and development systems, their locations and whether they contain live system data.>*

**10    Key roles and responsibilities**

*<A brief description of the lead security roles such as that of the SIRO, IAO, Security manager, Accreditor >*

**11    Accreditation/Assurance Scope**

*<This section should describe the scope of the Accreditation/Assurance for the system (applicable to Tier 1 and Tier 2 Security Requirements). The scope of the assurance assessment should be clearly indicated, expressly including those components upon which reliance is placed but where assurance will not be undertaken, e.g. a cloud hosting service. A logical diagram should be inserted here along with a brief description of the components.>*

**12    Risk appetite**

*<A risk appetite should be agreed with the Buyer's Head of IA and detailed here.>*

**13    Business impact assessment**

*< A description of the information assets and the impact of their loss or corruption (e.g. large amounts of Official Sensitive Personal Data the loss of which would be severely damaging to individuals, embarrassing to HMG and could make HMG liable to an Information Commissioner Office investigation) in business terms should be included. This section should cover the impact on loss of confidentiality, integrity and availability of the assets. The format of this assessment may be dependent on the risk assessment method chosen.>*

**14    Risk assessment**

*<The content of this section will depend on the risk assessment methodology chosen. It should contain a prioritised list of the output of the formal information risk using plain English language. Experts on the system and business process should have been involved in the risk assessment to ensure the formal risk methodology used has not missed out any risks. The example table below should be used as the format to identify the risks and document the controls used to mitigate those risks. >*

OFFICIAL

**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

<b>Risk ID</b>	<b>Inherent risk</b>	<b>Inherent risk level</b>	<b>Vulnerability</b>	<b>Controls</b>	<b>Residual risk level</b>
<b>R1</b>	<b>Internet attackers could hack the system.</b>	<b>Medium</b>	<b>The service systems are exposed to the internet via the web portal.</b>	<b>C1: Internet-facing firewalls C2: Internet-facing IP whitelist C3: System hardening C4: Protective monitoring C5: Application access control C16: Anti-virus for incoming files C54: Files deleted when processed C59: Removal of departmental identifier</b>	<b>Very low</b>

OFFICIAL

OFFICIAL

**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

<b>R2</b>	<b>Remote attackers could intercept or disrupt information crossing the internet.</b>	<b>Medium</b>	<b>File sharing with organisations across the internet.</b>	<b>C9: TLS communications C10: PGP file-sharing</b>	<b>Very low</b>
<b>R3</b>	<b>Internal users could maliciously or accidentally alter bank details.</b>	<b>Medium-High</b>	<b>Users bank details can be altered as part of the normal business function.</b>	<b>C12. System administrators hold SC clearance. C13. All changes to user information are logged and audited. C14. Letters are automatically sent to users home addresses when bank details are altered. C15. Staff awareness training</b>	<b>Low</b>

## 15 Controls

<The controls listed above to mitigate the risks identified should be detailed. There should be a description of each control, further information and configuration details where relevant, and an assessment of the implementation status of, and assurance in, the control. A sample layout is included below.>

<b>ID</b>	<b>Control title</b>	<b>Control description</b>	<b>Further information and assurance status</b>
<b>C1</b>	<b>Internet-facing firewalls</b>	<b>Internet-facing firewalls are in place between the internet and the system', which restrict access from the internet to the required ports only.</b>	<b>Assured via ITHC firewall rule check</b>

OFFICIAL

OFFICIAL



**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

<b>C2</b>	<b>Internet-facing IP whitelist</b>	<b>An IP whitelist is in place for all access from the internet.</b>	<b>Assured via ITHC</b>
<b>C15</b>	<b>Staff awareness training</b>	<b>All staff must undertake annual security awareness training and this process is audited and monitored by line managers.</b>	<b>Assured as part of ISO27001 certification</b>

**16 Residual risks and actions**

*<A summary of the residual risks which are likely to be above the risk appetite stated (above), after all controls have been applied and verified, should be listed with actions and timescales included.>*

**17 In-service controls**

*< This section should describe the controls relating to the information lifecycle, including development, testing, in-service, termination and on-going risk management and accreditation assurance. Details of any formal assurance requirements specified in the Contract such as security CHECK testing or maintained ISO27001 certification should be included. This section should include as a minimum:*

- a) information risk management and timescales and triggers for a review;*
- b) contractual patching requirements and timescales for the different priorities of patch;*
- c) protective monitoring arrangements to include how anomalous behaviour is identified and acted upon as well as how logging and auditing of user activity is done;*
- d) configuration and change management;*
- e) incident management;*
- f) vulnerability management;*
- g) user access management; and*

OFFICIAL

**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

h) *data sanitisation and disposal.>*

**18 Security Operating Procedures (SyOPs)**

*< If needed any SyOps requirements should be included and referenced here.>*

**19 Third Party Subcontractors/Suppliers/Products**

*< Please provide a table of any third party subcontractor/suppliers and products that you are using to deliver your Services for the Buyer. Please also include the location of where they are Processing or storing the Data and what function they are performing as well as how they comply with the contractual security requirements. >*

**20 Physical Security**

*<Please provide details of the building where the service will operate from and describe the procedures and security in place to control access to premises and any areas holding Buyer assets. Detail the measures such as construction of buildings used for handling Buyer assets, availability of lockable storage, procedures covering end of day/silent hours, key management, visitor controls. Also include details of any automated access controls, alarms and CCTV coverage and details of the maintenance schedule of these security controls.>*

**21 Major Hardware and Software and end of support dates**

*< Please complete a table listing the end of support dates for hardware and software products and components. For example:>*

Name	Version	End of mainstream Support/Extended Support	Notes/RAG Status
Server Host	HP XXXX	Feb 2020/ March 2022	

OFFICIAL

OFFICIAL

**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

**22 Incident Management Process**

*<The Suppliers' process, as agreed with the Buyer, should be included here. It must as a minimum include the protocol for how and when incidents will be reported to CCS / the Buyer and the process that will be undertaken to mitigate the incidents and investigate the root cause.>*

**23 Security Requirements for User Organisations**

*<Any security requirements for connecting organisations or departments should be included or referenced here.>*

**24 Required Changes Register**

*<The table below shows the headings for the Required Changes Register which should be maintained and used to update the contents of this document at least annually.>*

Ref	Section	Change	Agreed With	Date agreed	Documentation update	Status
1	6.4	A new Third Party supplier XXXX will be performing the print capability.	Buyer's name	11/11/2018	Jul-2019	Open

**25 Personal Data Processing Statement**

*<The Supplier shall complete Annex 1 of Joint Schedule 11 (Processing Data) detailing: (i) the types of Personal Data which the Supplier and/or its Subcontractors are Processing on behalf of the Buyer; (ii) the categories of Data Subjects whose Personal Data the Supplier and/or its Subcontractors are Processing on behalf of the Buyer; (iii) the nature and purpose of such Processing; (iv) the locations at which the Supplier and/or its Subcontractors Process Buyer Data; and, (v) the Protective Measures that the Supplier and, where applicable, its Subcontractors have implemented to protect the Buyer Data against a Security Breach including a Personal Data Breach.>*

-:-

OFFICIAL

**OFFICIAL CONFIDENTIAL**

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

26 **Annex A: ISO27001 and/or Cyber Essential Plus certificates**

*<Any certifications relied upon should have their certificates included>*

27 **Annex B: Cloud Security Principles assessment**

*<A spreadsheet may be attached>*

28 **Annex C: Protecting Bulk Data assessment if required by the Buyer**

*<A spreadsheet may be attached>*

29 **Annex D: Latest ITHC report and Vulnerability Correction Plan**

OFFICIAL

OFFICIAL CONFIDENTIAL

Call-Off Schedule 9 (Security Requirement)  
Crown Copyright 2021

## Appendix 2

### ACCREDITATION - CORE INFORMATION MANAGEMENT SYSTEM DIAGRAM

***[Guidance Note: To be completed in discussions with Supplier]***

OFFICIAL

OFFICIAL

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

Call-Off Ref:

Crown Copyright 2018

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

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

<b>"Exclusive Assets"</b>	Supplier Assets used exclusively by the Supplier [or a Key Subcontractor] in the provision of the Deliverables;
<b>"Exit Information"</b>	has the meaning given to it in Paragraph 3.1 of this Schedule;
<b>"Exit Manager"</b>	the person appointed by each Party to manage their respective obligations under this Schedule;
<b>"Exit Plan"</b>	the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;
<b>"Net Book Value"</b>	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
<b>"Non-Exclusive Assets"</b>	those Supplier Assets used by the Supplier [or a Key Subcontractor] in connection with the Deliverables but which are also used by the Supplier [or Key Subcontractor] for other purposes;
<b>"Registers"</b>	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
<b>"Replacement Goods"</b>	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
<b>"Replacement Services"</b>	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date,

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

Call-Off Ref:

Crown Copyright 2018

	whether those goods are provided by the Buyer internally and/or by any third party;
<b>"Termination Assistance"</b>	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
<b>"Termination Assistance Notice"</b>	has the meaning given to it in Paragraph 5.1 of this Schedule;
<b>"Termination Assistance Period"</b>	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
<b>"Transferable Assets"</b>	Exclusive Assets which are capable of legal transfer to the Buyer;
<b>"Transferable Contracts"</b>	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
<b>"Transferring Assets"</b>	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
<b>"Transferring Contracts"</b>	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

**2. Supplier must always be prepared for Contract exit**

- 2.1 The Supplier shall within 30 days from the Call Off Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2 During the Contract Period, the Supplier shall promptly:
  - 2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables;

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

Call-Off Ref:

Crown Copyright 2018

- 2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables (together with 2.2.1 the **"Registers"**); and
- 2.2.3 the Registers shall be made available to the Buyer at the Buyer's request no later than 5 working days from the day of the request.
- 2.3 The Supplier shall:
  - 2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
  - 2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.
- 2.4 Each Party shall appoint an Exit Manager within one (1) Months of the Call Off Service Go Live Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

**3. Assisting re-competition for Deliverables**

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



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

Call-Off Ref:

Crown Copyright 2018

**4. Exit Plan**

- 4.1 The Supplier shall, within three (3) Months after the Call Off Service Go Live Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
  - 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable for Contract termination or Contract expiry
  - 4.3.2 the timetable for Contract termination and Contract expiry shall set out realistic timescales required for each. For Contract expiry, the timetable shall include the deadline by which the first exit planning meeting should commence to ensure a smooth and timely exit.
  - 4.3.3 a 'detailed' plan (which will provide the low-level activity required to implement the exit and transition) including timelines which will be finalised for agreement with the Buyer no less than six (6) Months before the Contract expires or 20 Working Days after service of a Termination Notice by either Party.
  - 4.3.4 how the Service will transfer to the Replacement Supplier and/or the Buyer;
  - 4.3.5 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
  - 4.3.6 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
  - 4.3.7 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
  - 4.3.8 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
  - 4.3.9 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
  - 4.3.10 proposals for the disposal of any redundant Deliverables and materials;
  - 4.3.11 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and

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

Call-Off Ref:

Crown Copyright 2018

- 4.3.12 how the Supplier will ensure that the Buyers Run-Down Portfolio will be managed in accordance with URN 1.0F (Run-Down Portfolio Management) requirement.
- 4.4 any other information or assistance reasonably required by the Buyer or a Replacement Supplier. The Supplier shall:
- 4.4.1 maintain and update the Exit Plan (and risk management plan):
- (a) every six (6) Months throughout the Contract Period;
  - (b) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
  - (c) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure);
- 4.4.2 provide a copy of the Exit Plan (and risk management plan) no later than twenty (20) Working Days of an update to the plan to ensure that the Buyer has an up-to-date copy;
- 4.4.3 provide a copy of the Exit Plan (and risk management plan) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy; and
- 4.4.4 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.
- 4.7 The Parties acknowledge that the transition of the Service from the Supplier to the Buyer and/or its Replacement Supplier may be phased, such that certain Services may transition before others.

**5. Termination Assistance**

- 5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
- 5.1.1 the nature of the Termination Assistance required; and

## **Call-Off Schedule 10 (Exit Management)**

Call-Off Ref:

Crown Copyright 2018

- 5.1.2 the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
  - 5.2.1 no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and
  - 5.2.2 the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.
- 5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.4 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

## **6. Termination Assistance Period**

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
  - 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
  - 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
  - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
  - 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
  - 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
  - 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.

## **Call-Off Schedule 10 (Exit Management)**

Call-Off Ref:

Crown Copyright 2018

- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

## **7. Obligations when the Contract expires or is terminated**

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon expiry or termination or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
  - 7.2.1 vacate any Buyer Premises;
  - 7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
  - 7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
    - (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
    - (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
- 7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

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

Call-Off Ref:

Crown Copyright 2018

**8. Assets, Sub-contracts and Software**

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

## **Call-Off Schedule 10 (Exit Management)**

Call-Off Ref:

Crown Copyright 2018

- 8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 8.7 The Buyer shall:
  - 8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
  - 8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

## **9. No charges**

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

## **10. Dividing the bills**

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

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

Call-Off Ref:

Crown Copyright 2018

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

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

Call-Off Ref:

Crown Copyright 2018

**Annex 1****Scope of Termination Assistance**

- 1.1 Where the Buyer requires Termination Assistance to be provided by the Supplier it shall include but not be limited to such of the following services as the Buyer may specify:
- (a) notifying the relevant Subcontractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
  - (b) providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and rewriting and implementing processes and procedures such that they are appropriate for use by the Buyer, Service Recipients and/or Replacement Supplier after the end of the Termination Assistance Period;
  - (c) with respect to work in progress as at the end of the Termination Assistance Period, documenting the current status and stabilising for continuity during the transition to the Replacement Supplier, Buyer or Service Recipient;
  - (d) providing support to the Buyer, any Service Recipient and/or any Replacement Supplier during the transition to the Replacement Supplier, Buyer or Service Recipient; and
  - (e) the provision of access for the Buyer, any Service Recipient and/or the Replacement Supplier during the Termination Assistance Period and for a period not exceeding six (6) Months afterwards, for the purpose of the smooth transfer of the Ordered Services to the Buyer, any Service Recipient and/or any Replacement Supplier:
    - (i) to information and documentation relating to the Ordered Services that is in the possession or control of the Supplier or its Key Subcontractors (and the Supplier shall procure that its Key Subcontractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and
    - (ii) following reasonable notice and during the Supplier's normal business hours, to members of the Supplier Personnel who have been involved in the provision or management of the Services and who are still employed or engaged by the Supplier or its Key Subcontractors.



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

Call-Off Ref:

Crown Copyright 2018

# **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>	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>'HMRC Responsibilities'</b>	any responsibilities of HMRC set out in Appendix 1 of the Implementation Plan
<b>"Milestone Payment"</b>	a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone;
<b>Implementation Period"</b>	has the meaning given to it in Paragraph 7.1;

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

- 2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan 10 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.

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

Call-Off Ref:

Crown Copyright 2018

- 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.
- 2.6 The Buyer shall perform any HMRC Responsibilities in a timely manner or within the relevant timescale where a timescale is expressly stated in the Implementation Plan.

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

- 3.1 Subject to Paragraph 3.3, 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.

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

Call-Off Ref:

Crown Copyright 2018

- 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;

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

Call-Off Ref:

Crown Copyright 2018

- 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 nine (9) Month period.
- 7.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Call-Off Start Date or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Call-Off Start Date as set out in Order Form.
- 7.3 In accordance with the Implementation Plan, the Supplier shall:
  - 7.3.1 work cooperatively and in partnership with the Buyer, the incumbent and other Framework Supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
  - 7.3.2 work with the and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
  - 7.3.3 Not used
  - 7.3.4 produce a Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
- 7.4 The Implementation Plan will include detail stating:

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

Call-Off Ref:

Crown Copyright 2018

- 7.4.1 how the Supplier will work with the and the Buyer Authorised Representative to capture and load up information such as asset data ; and
- 7.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.
- 7.5 In addition, the Supplier shall:
  - 7.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
  - 7.5.2 mobilise all the Services specified in the Specification within the Call-Off Contract;
  - 7.5.3 Not used
  - 7.5.4 manage and report progress against the Implementation Plan;
  - 7.5.5 construct and maintain a Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
  - 7.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
  - 7.5.7 ensure that all risks associated with the Implementation Period and controlled 'go live' period are minimised.
- 7.6 The Buyer considers meeting Milestones MS12 and MS13 as integral to the effective delivery of the overall implementation.
  - 7.6.1 Milestones MS2 to MS5 are considered key to the successful achievement of Milestones MS12 and MS13
  - 7.6.2 Where delivery of a milestone is reliant on the actions of the Buyer, and where the Buyer fails to complete actions within the timescale specified in the Implementation Plan (except if that failure is caused by the Supplier, any Subcontractor or any Supplier Staff), and where the failure has a corresponding and material effect upon the ability of the Supplier to achieve any Milestones (excluding MS12 and MS13) by its Milestone Date:

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

Call-Off Ref:

Crown Copyright 2018

- 7.6.3 The Milestone Date shall be postponed by a period equal to the period of delay that the Supplier can demonstrate was caused by the Buyer's failure to deliver the HMRC Responsibility, and:
- 7.6.4 The Buyer, acting reasonably and in consultation with the Supplier, will review the Implementation Plan to identify and implement any possible mitigations to limit the impact on Milestones MS12 and MS13 and where it is not possible for the Supplier to achieve those Milestones by the Milestone Dates the Buyer and Supplier will agree, acting reasonably, any necessary revision to those Milestones.
- 7.7 The extensions of time in paragraph **Error! Reference source not found.** shall constitute the Buyer's sole remedy under Clause 5.1(c) (the buyer's obligations to the supplier) for the Buyer's failure to deliver the HMRC Responsibility and the Parties agree that the Supplier will not be entitled to claim any additional expenses in accordance with Clause 5.1(b) or other compensation for such failure.

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

Call-Off Ref:

Crown Copyright 2018

**Appendix 1: Implementation Plan**

The HMRC Implementation Plan is set out in Schedule 13 (Implementation Plan and Testing Appendix which is a separate attachment

**Appendix 2: Implementation Plan**

The TDX implementation plan is set out in Appendix 2

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

Call-Off Ref:

Crown Copyright 2018

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



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

Call-Off Ref:

Crown Copyright 2018

**"Test Witness"**

any person appointed by the Buyer pursuant to Paragraph 9 of this Schedule; and

**"Testing Procedures"**

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 Award 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;

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

Call-Off Ref:

Crown Copyright 2018

- 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;

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

Call-Off Ref:

Crown Copyright 2018

6.2.4 Test pre-requisites and the mechanism for measuring them;  
and

6.2.5 expected Test results, including:

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

**7. Performing the tests**

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

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

Call-Off Ref:

Crown Copyright 2018

- 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

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

Call-Off Ref:

Crown Copyright 2018

informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;

- 9.3.3 shall not be involved in the execution of any Test;
- 9.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
- 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.

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

Call-Off Ref:

Crown Copyright 2018

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

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

Call-Off Ref:

Crown Copyright 2018

(without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:

11.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within 10 Working Days of receipt of the Buyer's report pursuant to Paragraph 10.5); and

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

**12. Risk**

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

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

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

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

Call-Off Ref:

Crown Copyright 2018

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

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

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

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

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

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

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

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

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

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

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



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

Call-Off Ref:

Crown Copyright 2018

## **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]

Annex 2

Redacted

**DRS Draft HMRC Implementation Plan / Milestones and Criteria**

**Redacted**

**Call-Off Schedule 14 (Service Levels)**  
Call-Off Ref:  
Crown Copyright 2018

# 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 and/or in Part A to Annex A where the Supplier has either breached the Service Level Threshold or breached the Service Level Performance Measure more than once.        |
| <b>"Service Credits"</b>                   | any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels.                        |
| <b>"Service Credit Cap"</b>                | has the meaning given to it in Parts A and B to Annex A and for clarity is 15% of the invoice month and amount the breach occurred in. Regardless of how many breaches there are the Service Credits is capped at 15% |
| <b>"Service Level Failure"</b>             | means a failure to meet the Service Level Performance Measure in respect of a Service Level;  |
| <b>"Service Level Performance Measure"</b> | shall be as set out against the relevant Service Level in the Annexes to Parts A and B of this Schedule; and  |
| <b>"Service Level Threshold"</b>           | shall be as set out against the relevant Service Level in the Annexes to Parts A and B of this Schedule.  |

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

Call-Off Ref:

Crown Copyright 2018

**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.
- 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 (subject to exclusion of 2.6 below), 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;

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

Call-Off Ref:

Crown Copyright 2018

- 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.
- 2.6 Not more than once in each Contract Year, the Buyer may undertake, at its sole discretion, a full review of Service Levels (including weightings) in partnership with the Supplier provided that:
  - 2.6.1 the principal purpose of the review is to ensure that Service Levels still meet the Buyer's business requirements and/or priorities or that they reflect changing industry standards;
  - 2.6.2 there is no change to the Service Credit Cap; and
  - 2.6.3 subject to 2.5.2 above, if a new Service Level has been introduced during the Contract Year via the Change Control Procedure/Variation Process this will be included in the annual review.

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

On the occurrence of a Critical Service Level Failure:

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

provided that the operation of this paragraph **Error! Reference source not found.** 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.

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

Call-Off Ref:

Crown Copyright 2018

# **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.

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

Call-Off Ref:

Crown Copyright 2018

**Annex A to Part A: Services Levels and Service Credits Table – Level 1**

SLA No	Service Level Performance Criterion	Service Level Performance Measure	Service Level Threshold	Critical Service Failure	Maximum Service Credit for each service period
1	<b>Supplier Quality Auditing of the DCAs</b>  All and any quality assurance activity including Call and Account Audit results from the Suppliers quality audits across the DCA panel regime/standards are: <ul style="list-style-type: none"> <li>90% or above each month where the supplier has an automated end to end assurance system or</li> <li>85% where manual assurance is undertaken.</li> </ul>	Monthly  At least 90% for automated and 85% for a manual audit	Automated 75% Manual 70%	3 failures of the SL Threshold below 70% (Automated) & 65% (Manual) in any 12-month rolling period will be a critical failure	£
2	<b>Pay over of customer funds</b>  Accurate Pay over of Customers funds and customer account details to HMRC each week on the day agreed. Accurate means that the file is a consolidated payment file which contains the right amount and right payment reference to set against	Weekly at all Times  100%	4 failures of the Performance Measure in any 12-month rolling period	9 failures of the Performance Measure in any 12-month rolling period will be a critical failure	£



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

Call-Off Ref:

Crown Copyright 2018

	the right Customer accounts, and the values & Composite Payment Number match the corresponding CHAPS payments				
3	<b>Upheld Customer Complaints:</b>  The number of Customer upheld complaints under the Supplier's management must not exceed 80 per month in a 12-month rolling period for all tier 1 and tier 2 complaints aggregated.	Monthly at all times  Less than 80 per month at all times.	<b>100 per month</b>	3 failures of the SL <b>threshold</b> in any 12-month rolling period	£
4	<b>Tier 1 incidents:</b>  Tier 1 Incidents must not exceed 1 per rolling 12-month period	Must not exceed 1 incident in any 12-month rolling period	More than 1 incident in any 12-month rolling period	3 or more <b>incidents</b> in any rolling 12-month period will be a critical failure	£
5	Tier 2 & Tier 3 incidents:  For Tier 2 or Tier 3 incident categories the number of these arising must not exceed 4 per week across the Supplier and DCA Panel.	Less than 4 per week at all times	As this is a quality issue, suggest we have threshold  e.g a number say 40 in any month	N/A	£
6	<b>Tier 1 High Level Complaints – media/ministerial</b>  <b>The Supplier to Notify</b> the Buyer of any potential media interest or ministerial complaint <b>immediately or no later than one hour</b> of becoming aware of the enquiry or	Monthly  within 1 hour at all times	N/A	N/A	£

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

Call-Off Ref:

Crown Copyright 2018

	complaint. <b>Target will be measured each month</b>				
7	<b>Tier 1 High Level Complaints: Providing Information</b>  <b>The Supplier and any part of the supply chain to</b> Provide information to the Buyer to the deadline set by the buyer to support the buyer to deal with any urgent media, parliamentary or high-level complaint?	Monthly  At all times  As is.	N/A	N/A	£
8	<b>Urgent Complaints – cease collection</b>  <b>Supplier to ensure that</b> collection is ceased at the request of the buyer on urgent complaints within one working day of the date of the request at all times. Target to be measured monthly	Monthly  90% at all times	N/A	N/A	£
9	<b>Change/Variation Delivery</b>  75% of all change request impact assessments must be delivered to contractual timelines unless otherwise agreed in writing with the Buyer, and to an acceptable standard for HMRC sign off.	Monthly  75% of all impact assessments to be delivered on time and to an acceptable standard	N/A		£
10	<b>Level 2 SLAs</b>  No more than 7 level 2 SLA failures across all Level 2 SLAs by the Supplier per month Achievement against the SLAs to be reported monthly	Monthly  No more than 7 level 2 SLA failures across the range of level 2 SLA's in any month	50% of level 2 failures in any 2 consecutive months	N/A	£

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

Call-Off Ref:

Crown Copyright 2018

11	<b>Supplier Help Desk:</b> Incidents and HMRC queries submitted to the Help Desk are to be resolved in accordance with the target resolution times set out in Framework 1 Part B and as agreed during implementation	Monthly  90% of all incidents and queries	N/A	N/A	£

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

Call-Off Ref:

Crown Copyright 2018

**Annex B to Part A: Services Levels and Service Credits Table – Level 2****Table 2: Level 2 SLA's – do not attract service credits in their own right but performance level failures contribute to Level 1 Service Level performance Measure 10.**

	<b>Level 2 Service Level performance Criterion (description)</b>	<b>Measurement Period</b>	<b>Service Level Performance Measure</b>
1	<b>Breach of Security – Tier 1 incident:</b> Supplier or Supply Chain to: <b>Notify</b> the Buyer of any breach of security immediately and in no more than one hour of becoming aware of the incident 24 hours a day 7 days per week.	Monthly	b
2	<b>Tier 1 High Level Complaints:</b>  <b>Notify</b> the Buyer within one working day of any Tier 1 High Level Complaint received by the supplier or the key subcontractors. ( <i>excludes potential ministerial/media enquiries, see SLA 6</i> )	Monthly	100% within 1 working day
3	<b>Notification of a SAR:</b>  <b>Notify</b> the Buyer that a SAR has been received either by the Supplier or the DCA within one working day of receipt	Monthly	95% within 1 working day of receipt
4	<b>SAR: Requested Info</b>	Monthly	100% at all times - adherence to timeframes

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

Call-Off Ref:

Crown Copyright 2018

	Provide the Buyer with all requested information within 10 working days of receipt of the customer's or Buyer request unless otherwise specified by the Buyer		
5	<b>Query Upload:</b> The Supplier must ensure that DCAs enter queries on to the portal within 3 working days of contact with the customer	Monthly	Within 3 working days of receipt
6	<b>Query Response to Customer</b> DCAs take appropriate action to updates provided by the Buyer to customer queries <b>within 5 working days of receipt of query response</b> - appropriate action is contacting the customer to pursue an outstanding balance or closing and returning the case to HMRC if there is no balance or if there is a balance, but further action is inappropriate.  a) Where the Supplier has a <b>manual</b> assurance process: <b>85%</b> of Query updates received from HMRC to be actioned <b>within 5 working days</b> each month. This can be a random sample or included as part of the account audit detailed at para 10.4.2 where a query is identified as part of that audit.  b) Where the Supplier has an <b>automated</b> assurance process: <b>90%</b> of Query updates received from HMRC to be actioned <b>within 5 working days</b> each month.	Monthly	<b>90% Within 5 working days of receipt of query response for an automated assurance process</b>  <b>85% within 5 working days of receipt of the query response for a manual process.</b>
7	<b>Call Answering</b> The Supplier must ensure that no more than 5% of all inbound calls go unanswered at each DCA each calendar month. .	Monthly	<b>No more than 5% of calls received per calendar month per DCA left unanswered</b>
8	<b>Call Answering</b> The Supplier to ensure that the average time to answer inbound calls at each DCAs is within 5 minutes per DCA across the panel at all times.	Monthly	<b>Within an average of 5 minutes at all times</b>

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

Call-Off Ref:

Crown Copyright 2018

9	<b>DCA Trace Activity on unidentified payments</b> The supplier to ensure that the DCAs have completed their trace activity within 2 months of having received the payment.	Monthly	Within 2 months of receipt of payment
10	<b>Complaints – Tier 2</b> Acknowledge a customer's complaint within <b>2 working days</b> from date of receipt.	Monthly	Within 2 days of receipt
11	<b>Complaints – Tier 2</b> Respond to a customer complaint <b>within 15 working days</b> , from receipt unless otherwise exceptionally agreed by the Buyer.	Monthly	Within 15 days of receipt
12	<b>Complaints – Tier 2</b> Issue a holding letter to the customer if it's not possible to respond fully or resolve a complaint fully <b>within 15 working days</b> .		Within 15 days of receipt
13	<b>Data Erasure Requests (DER)</b> Notify HMRC that a DER has been received either by the Supplier or the DCA <b>within Five working day</b> of receipt	Monthly	Within 1 day of receipt
14	<b>Data Erasure Requests</b> When instructed by the Buyer, the Supplier shall deal with the request <b>within 30 calendar days</b> of it being received by any party as per Call Off Schedule 20 para 8.5.1(d)	Monthly	Within 30 days of receipt by any party
15	<b>Complaints with an associated DER</b> Where a complaint is included with a DER, the Supplier must inform HMRC <b>within two working day</b> of receipt.	Monthly	Within 2 working day of receipt
16	<b>Complaints with an associated DER</b> Where a complaint is included with a DER, the Supplier must confirm to the buyer that the complaint has been closed at the DCA <b>within two working days</b> of that closure.	Monthly	Within 2 working days of closure
17	<b>Weekly Recoveries Report</b>	Weekly	On time – adherence to timeframe

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

Call-Off Ref:

Crown Copyright 2018

	By close of business on the second working day of each week the supplier will provide weekly recoveries in an excel format specified by the Buyer.		
18	<b>Tier 1 Incidents reports</b> A full incident report is to be provided by the Supplier within 3 working days of HMRC confirming that HMRC is content that all follow up and mitigating actions have been taken by the supplier. SLA	Monthly	3 working days of HMRC confirmation
19	<b>Tier 2 incident notification</b> Notify nominated person(s) in HMRC by <b>telephone or email within 1 working day</b> of becoming aware of the T2 incident. Or where the incident is identified in the Supply Chain, within <b>2 working days</b> of it being identified and not from when it is reported to the Supplier.	Monthly	1 working day of incident or 2 days if identified in the Supply Chain.
20	<b>Tier 2 incident reporting</b> Provide a full incident report or where further investigation is required an interim incident report <b>within 2 working days</b> of the T2 incident	Monthly	2 working days of incident
21	<b>Tier 2 incident reporting</b> Where further investigation is required for a Tier 2 incident, Supplier to provide a full and final report <b>within 5 working days</b> of the T2 incident or exceptionally if a later date is discussed and agreed with the buyer.	Monthly	5 working days of incident
22	<b>Tier 3 incident notification &amp; reporting</b> Supplier to report all T3 incidents <b>within 3 working days</b> of the Supplier identifying the issue.	Monthly	Within 3 working days of incident
23	<b>Tier 3 incident notification &amp; reporting</b> Supplier to provide a full or interim incident report (where further investigation is required) <b>within 5 working days</b> of the T3 incident or exceptionally if a later date is discussed and agreed with the buyer.	Monthly	Within 5 working days of incident
24	<b>Tier 3 incident notification &amp; reporting</b>	Monthly	Within 10 working days of incident

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

Call-Off Ref:

Crown Copyright 2018

	Supplier to provide a full and final report where further investigation is required <b>within 10 working days</b> of the T3 incident.		
25	<b>Flow of Updates to the DCAs</b> The Buyer will send at least one weekly Update file to the Supplier; the Supplier must pass the Updates received to the DCAs within 24 hours of receipt and ensure that the DCAs process the updates within 24 hours of receipt from the supplier.	Monthly	Issue to DCAs within 24 hours of receipt & DCAs to upload within 24 hours of receipt
26	<b>Closure at end of placement</b> At the end of the Placement Period debts which are not subject to a payment arrangement must be automatically closed and returned to HMRC using the correct closure code and by working day 14 after placement end date.	Monthly	By working day 14 after placement end date
27	<b>Payment Reversals</b> Supplier to ensure that DCA's provide dishonoured payment notification with full and correct evidence <b>within 5 working days</b> or less after submission of the payment reversal in the weekly transaction file to the supplier.	Monthly	Within 5 working days
28	<b>Payment Reversal</b> Supplier to provide to the Buyer timely and accurate reconciliation and uploading of details of payment reversals and/or incorrectly allocated payments via the supplier's portal. <b>Within 5 working days</b> of being received by the supplier from the DCA.	Monthly	Within 5 working days
29	<b>Right Party Contact - call audits</b>  On a monthly basis the supplier is to monitor Right Party Contact (RPC) telephone calls on the buyer's accounts. a <b>minimum of 100 RPC calls assured</b> to be completed across the Buyers DCA Panel per month. <ul style="list-style-type: none"> <li>Where the buyers DCA panel exceeds 10 DCAs, the baseline minimum of 100 RPC must be incremented by 10 calls per month for each additional DCA</li> </ul>	Monthly	100 RPC's Per month for a panel of up to 10 DCAs  (incremented by 10 RPCs for each additional DCA added to the panel)



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

Call-Off Ref:

Crown Copyright 2018

	<ul style="list-style-type: none"> <li>A minimum of 5 RPC calls per DCA must be assured each month.</li> </ul>		
30	<b>Account Audits</b> The Supplier to conduct and audit of 5 accounts per DCA each month.	Monthly	5 Per month per DCA
31	<b>Failed files received by the Buyer</b> Where any Supplier files fail on receipt at HMRC the Supplier must re-send the file with any amendments/corrections to the Buyer <b>within working 2 days</b> of being notified of the failure.	Monthly	100% within 2 days
32	<b>Stop Collection</b> Supplier to stop collection on any urgent accounts <b>within one working day</b> at the request of the Buyer.	Monthly	100% within 1 working day
33	<b>Reporting</b> Supplier must issue all management information and reports as per the timeframes specified in Schedule 20 requirements ( <i>excludes incident reporting which has its own SLA's</i> )	Monthly	Adherence to the timeframes

**Annex C to Part A: Services Levels and Remedies Table**

Contractual Terms	Example:	Remedies Available
-------------------	----------	--------------------

Framework Ref: RM  
Project Version: v1.0  
Model Version: v3.2

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

Call-Off Ref:

Crown Copyright 2018

	<b>Performance Achieved against SLA 1: Supplier Auditing of the DCAs (Automated)</b>				
"Service Level Performance Measure"	90% or more	N/A - Service Level Performance Measure Met or Exceeded			
"Service Level Failure"	Less than 90%	Rectification Plan	Payment of Service Credits (Call Off Schedule 14, Part A Para 2)	N/A	N/A
"Service Level Threshold"	75%			Right to Terminate (Core Terms, Clause 10.4)	
"Critical Service Level Failure/Material Default"	3 Failures of the Service Level Threshold below 70% in any 12-month rolling period		N/A		Compensation for Critical Service Level Failure (Schedule 14, Para 3)

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

Call-Off Ref:

Crown Copyright 2018

**Part B: Performance Monitoring****3. Performance Monitoring and Performance Review**

- 3.0 Within thirty (30) Working Days of the Call Off Start Date or as agreed with the Buyer 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.
- 3.1 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph **Error! Reference source not found.** of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
  - 3.1.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
  - 3.1.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
  - 3.1.3 details of any Critical Service Level Failures;
  - 3.1.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
  - 3.1.5 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
  - 3.1.6 such other details as the Buyer may reasonably require from time to time.
- 3.2 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:
  - 3.2.1 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;
  - 3.2.2 be attended by the Supplier's Representative and the Buyer's Representative; and
  - 3.2.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.

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

Call-Off Ref:

Crown Copyright 2018

- 3.3 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.
- 3.4 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.

**Satisfaction Surveys** 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)

Call-Off Ref:

Crown Copyright 2018

# 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 Call-Off Special Schedule 1 (Call-Off Definitions) and Joint Schedule 1 (Definitions):

<b>"Supplier's Contract Manager"</b>	The person appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment.
--------------------------------------	--

## 2. MANAGEMENT OF THE DELIVERABLES

- 2.1 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.

## 3. ROLE OF THE SUPPLIER'S 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 shall also be the person primarily responsible for providing information to the Buyer;
  - 3.1.2 able to delegate their position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it shall be the delegated person's responsibility to fulfil the Supplier's Contract Manager responsibilities and obligations;
  - 3.1.3 able to cancel any delegation and recommence the position themselves; 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 in regards to the Contract and it shall be the Supplier's Contract Manager responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 3.3 The Buyer and the Supplier shall employ Cabinet Office Contract Management principles and apply governance protocols to achieve optimisation of the agreement by (not exclusively):
- 3.3.1 Establishing engagement protocols and best practice forums namely a monthly Commercial and Operational and Commercial Review meetings, quarterly Joint Strategic Steering Group and

OFFICIAL

OFFICIAL

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

Call-Off Ref:

Crown Copyright 2018

- annual Joint Strategic Board meeting (as described in Paragraph 5 of this Schedule);
- 3.3.2 Developing contract management plans;
- 3.3.3 Review of Supplier and Subcontractor performance against specifications, requirements and Service Level requirements;
- 3.3.4 Negotiation, management and formalisation of contractual changes;
- 3.3.5 Monitoring strategic and operational efficiencies and financial savings through an innovation tracker;
- 3.3.6 Develop and maintain Implementation and Mobilisation Plans;
- 3.3.7 Develop and maintain Exit Management Plans;
- 3.3.8 Develop and maintain Disaster Recovery Plans; and
- 3.3.9 Develop and maintain Supplier Business Continuity Plans.

**4. CONTRACT RISK MANAGEMENT**

- 4.1 The Buyer and the Supplier shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 4.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
  - 4.2.1 the identification and management of risks;
  - 4.2.2 the identification and management of issues; and
  - 4.2.3 monitoring and controlling project plans.
- 4.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 4.4 The Supplier shall maintain a risk register of the risks relating to the Call Off Contract which the Buyer and the Supplier have identified.

**5. PERFORMANCE AND CONTRACT MANAGEMENT MEETINGS**

- 5.1 Both Parties will, if required, attend and fully participate in the biannual Joint Strategic Steering Group (JSSG) and Monthly Commercial and Operational Meetings to work collaboratively to ensure the aims, objectives and specific provisions of this Contract are being fully realised.
  - 5.1.1 Membership of the Joint Strategic Steering Group will be at Director level, Commercial Meetings will be at Senior Commercial Manager level and Operational Meetings will be at Senior Contract Manager level.

**5.2 Joint Strategic Steering Group (JSSG)- Biannual meetings****Purpose**

OFFICIAL

OFFICIAL

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

Call-Off Ref:

Crown Copyright 2018

- Members will discuss direction and progress against HMRC and supplier mutual strategic goals, relationships, performance and a future view.

**Objective**

- Agree and review a joint business plan and progress contract performance against strategic goals whilst ensuring the correct governance and assurance is in place.
- Ensure relationship aspects focus on a partnership approach to bring innovation and opportunities for alignment, leading HMRC's Estate to become more efficient in its day to day business.
- Consider how the commercial model is successful in bringing mutual value to all parties

**Deliverables**

- Joint business plan signed off as part of the strategic supplier relationship management programme.

**5.3 Partnership Review Board (PRB) – Quarterly meetings**

The PRB will bring together representatives from HMRC and the Supplier to ensure that the vision and direction laid down by the JSSB is being delivered. The Supplier will be responsible for providing an information pack containing but not limited to:

- key achievements;
- performance information;
- continuous improvement, innovation and social value activities or initiatives.; and
- material issues that are or may impact on any aspect of the Contract.

The key areas of focus are (but not limited to):

- Executive oversight of the delivered services between the Supplier and HMRC's key stakeholders.
- Overview of operational performance and escalations, issues resolution and risk management.
- Ensure that commercial management is in place to deliver value for money services and innovation.
- Social value checkpoint.

## **5.4 Commercial and Operational Management Board (COMB) - Monthly Purpose**

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

Call-Off Ref:

Crown Copyright 2018

- Members to discuss commercial elements of the contract to ensure operational service delivery is unaffected.
- Provide commercial advice and an escalation route for operational issues requiring long term resolution.
- Members to discuss Supplier and Subcontractor operational performance against agreed service standards and Service Levels based on the available Management Information.

### **Objectives**

- To administer the contract in an effective and efficient manner collaborating with the business and the supply chain to mitigate risk to all parties.
- Ensure the contract delivers to agreed cost and brings value creation through efficiency and innovation.
- Monitoring, collecting and collating day to day performance information to challenge under performance; agreeing targeted action plans to drive improvements in service delivery where required.

### **Deliverables**

- Ensuring contract management plans, contract changes, risk registers, exit and contingency plans are in place and jointly agreed and recorded on HMRC systems.
- Resolution of escalated risks and issues via negotiation with both Parties actively engaged.
- Assurance that the service and performance meets the agreed service standards and cost model.
- Realise the potential benefits of new, innovative solutions proposed by the Supplier to release additional value into the Contract to improve the Customer experience.

## **Additional Value Add Meetings**

### **6. SUBCONTRACTOR MEETINGS**

- 6.1 The Supplier will include in all of its Sub-Contracts a requirement that a senior representative of the Subcontractor will meet with the Buyer within one week of receiving a written request for a meeting from the Buyer.
- 6.2 The Parties agree that the Buyer can issue a request to a Subcontractor to meet if it considers, at its sole discretion that such a meeting would assist in assuring that Deliverables being provided by

OFFICIAL

OFFICIAL



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

Call-Off Ref:

Crown Copyright 2018

the Subcontractor meet the agreed service and performance standards under this Call-Off Contract.

- 6.3 The Supplier may attend any meetings between the Buyer and the Subcontractor if any of the Parties or the Subcontractor consider it would assist in assuring that Deliverables being provided by the Subcontractor meet the agreed service and performance standard under this Call-Off Contract.

**7. ROUNDTABLE EVENTS**

- 7.1 At the request of the Buyer, [the Supplier and the Supplier's Subcontractors] will be expected to attend 'roundtable events'. The purpose of which will be to relay specific messages and to provide an opportunity for both parties to ensure that each has a full understanding of the expected outcomes and / or deliverables.

Call-Off Schedule 16 (Benchmarking)  
Call-Off Ref:  
Crown Copyright 2018

# Call-Off Schedule 16 (Benchmarking)

## 1. DEFINITIONS

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

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

OFFICIAL

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

Call-Off Ref:

Crown Copyright 2018

of best value for money for the recipients of  
Comparable Deliverables.

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

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

**3. Benchmarking****3.1 How benchmarking works**

- 3.1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.
- 3.1.2 The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.
- 3.1.3 The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Commencement Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 3.1.4 The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.
- 3.1.5 The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.
- 3.1.6 Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.
- 3.1.7 The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the

OFFICIAL

Framework Ref: RM

Project

v1.0

Model Version: v3.2

Version:

2

OFFICIAL

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

Call-Off Ref:

Crown Copyright 2018

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

**3.2 Benchmarking Process**

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

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

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

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

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

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

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

OFFICIAL

OFFICIAL

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

Call-Off Ref:

Crown Copyright 2018

- (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- 3.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.
- 3.2.7 In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:
  - (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
  - (b) exchange rates;
  - (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

**3.3 Benchmarking Report**

- 3.3.1 For the purposes of this Schedule "**Benchmarking Report**" shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;
- 3.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:
  - (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
  - (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
  - (c) include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.
- 3.3.3 The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 24 (Changing the contract).

OFFICIAL

OFFICIAL

**Call-Off Schedule 16 (Benchmarking)**  
Call-Off Ref:  
Crown Copyright 2018

Call-Off Schedule 20 (Call-Off Specification)  
Call-Off Ref:  
Crown Copyright 2018

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

Redacted

# Call-Off Schedule 23 (HMRC Terms)

## 1. Definitions

<b>“Affiliate”</b>	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
<b>“Authority Data”</b>	<p>(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:</p> <p>(i) supplied to the Supplier by or on behalf of the Authority; and/or</p> <p>(ii) which the Supplier is required to generate, process, store or transmit pursuant to this Agreement; or</p> <p>(b) any Personal Data for which the Authority is the Controller, or any data derived from such Personal Data which has had any designatory data identifiers removed so that an individual cannot be identified;</p>
<b>“Charges”</b>	the charges for the Services as specified in the contract;
<b>“Connected Company”</b>	means, in relation to a company, entity or other person, the Affiliates of that company, entity or other person or any other person associated with such company, entity or other person;
<b>“Control”</b>	the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly;
<b>“Controller”, “Processor”, “Data Subject”,</b>	take the meaning given in the GDPR;
<b>“Data Protection Legislation”</b>	<p>1.1. the GDPR, the Law Enforcement Directive (Directive EU 2016/680) and any applicable national implementing Laws as amended from time to time;</p> <p>1.2. the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy;</p> <p>1.3. all applicable Law about the processing of personal data and privacy;</p>
<b>“GDPR”</b>	the General Data Protection Regulation (Regulation (EU) 2016/679);
<b>“Key Subcontractor”</b>	<p>any Subcontractor:</p> <p>(a) which, in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or</p>



- (b) with a Subcontract with a contract value which at the time of appointment exceeds (or would exceed if appointed) ten per cent (10%) of the aggregate Charges forecast to be payable under this Call-Off Contract;

<b>“Law”</b>	any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
<b>“Personal Data”</b>	has the meaning given in the GDPR;
<b>“Purchase Order Number”</b>	the Authority’s unique number relating to the supply of the Services;
<b>“Services”</b>	the services to be supplied by the Supplier to the Authority under the Agreement, including the provision of any Goods;
<b>“Subcontract”</b>	any contract or agreement (or proposed contract or agreement) between the Supplier (or a Subcontractor) and any third party whereby that third party agrees to provide to the Supplier (or the Subcontractor) all or any part of the Services, or facilities or services which are material for the provision of the Services, or any part thereof or necessary for the management, direction or control of the Services or any part thereof;
<b>“Subcontractor”</b>	any third party with whom: <ul style="list-style-type: none"> <li>(a) the Supplier enters into a Subcontract; or</li> <li>(b) a third party under (a) above enters into a Subcontract,</li> </ul> or the servants or agents of that third party;
<b>“Supplier Personnel”</b>	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
<b>“Supporting Documentation”</b>	sufficient information in writing to enable the Authority to reasonably verify the accuracy of any invoice;
<b>“Tax”</b>	<ul style="list-style-type: none"> <li>(a) all forms of tax whether direct or indirect;</li> <li>(b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;</li> <li>(c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and</li> </ul>

(d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,

in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;

**“Tax Non-Compliance”**

where an entity or person under consideration meets all 3 conditions contained in the relevant excerpt from HMRC’s “Test for Tax Non-Compliance”, as set out in Annex 1, where:

- (a) the “Economic Operator” means the Supplier or any agent, supplier or Subcontractor of the Supplier requested to be replaced pursuant to Clause 4.3; and
- (b) any “Essential Subcontractor” means any Key Subcontractor;

**“VAT”**

value added tax as provided for in the Value Added Tax Act 1994.

**2. Payment and Recovery of Sums Due**

- 2.1 The Supplier shall invoice the Authority as specified in the Agreement. Without prejudice to the generality of the invoicing procedure specified in the Agreement, the Supplier shall procure a Purchase Order Number from the Authority prior to the commencement of any Services and the Supplier acknowledges and agrees that should it commence Services without a Purchase Order Number:
- 2.2 the Supplier does so at its own risk; and
- 2.3 the Authority shall not be obliged to pay any invoice without a valid Purchase Order Number having been provided to the Supplier.
- 2.4 Each invoice and any Supporting Documentation required to be submitted in accordance with the invoicing procedure specified in the Agreement shall be submitted by the Supplier, as directed by the Authority from time to time via the Authority’s electronic transaction system.
- 2.5 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Authority from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Authority. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.

**3. Warranties**

- 3.1 The Supplier represents and warrants that:
  - 3.1.1 in the three years prior to the Effective Date, it has been in full compliance with all applicable securities and Laws related to Tax in the United Kingdom and in the jurisdiction in which it is established;
  - 3.1.2 it has notified the Authority in writing of any Tax Non-Compliance it is involved in; and
  - 3.1.3 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier’s assets or revenue and

the Supplier has notified the Authority of any profit warnings issued in respect of the Supplier in the three years prior to the Effective Date.

- 3.2 If at any time the Supplier becomes aware that a representation or warranty given by it under Clause 3.1.1, 3.1.2 and/or 3.1.3 has been breached, is untrue, or is misleading, it shall immediately notify the Authority of the relevant occurrence in sufficient detail to enable the Authority to make an accurate assessment of the situation.
- 3.3 In the event that the warranty given by the Supplier pursuant to Clause 3.1.2 is materially untrue, the Authority shall be entitled to terminate the Agreement pursuant to the Call-Off clause which provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause or equivalent clause).

#### **4. Promoting Tax Compliance**

- 4.1 All amounts stated are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice.
- 4.2 To the extent applicable to the Supplier, the Supplier shall at all times comply with all Laws relating to Tax and with the equivalent legal provisions of the country in which the Supplier is established.
- 4.3 The Supplier shall provide to the Authority the name and, as applicable, the Value Added Tax registration number, PAYE collection number and either the Corporation Tax or self-assessment reference of any agent, supplier or Subcontractor of the Supplier prior to the provision of any material Services under the Agreement by that agent, supplier or Subcontractor. Upon a request by the Authority, the Supplier shall not contract, or will cease to contract, with any agent, supplier or Subcontractor supplying Services under the Agreement.
- 4.4 If, at any point during the Term, there is Tax Non-Compliance, the Supplier shall:
- 4.4.1** notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and
  - 4.4.2** promptly provide to the Authority:
    - (a)** details of the steps which the Supplier is taking to resolve the Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
    - (b)** such other information in relation to the Tax Non-Compliance as the Authority may reasonably require.
- 4.5 The Supplier shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any Tax relating to payments made to the Supplier under this Agreement. Any amounts due under this Clause 4.5 shall be paid in cleared funds by the Supplier to the Authority not less than five (5) Working Days before the date upon which the Tax or other liability is payable by the Authority.
- 4.6 Upon the Authority's request, the Supplier shall provide (promptly or within such other period notified by the Authority) information which demonstrates how the Supplier complies with its Tax obligations.
- 4.7 If the Supplier:
- 4.7.1** fails to comply (or if the Authority receives information which demonstrates to it that the Supplier has failed to comply) with Clauses 4.2, 4.4.1 and/or 4.6 this may be a material breach of the Agreement;
  - 4.7.2** fails to comply (or if the Authority receives information which demonstrates to it that the Supplier has failed to comply) with a reasonable request by the

Authority that it must not contract, or must cease to contract, with any agent, supplier or Subcontractor **or Affiliate** of the Supplier as required by Clause 4.3 on the grounds that the agent, supplier or Subcontractor of the Supplier is involved in Tax Non-Compliance this shall be a material breach of the Agreement; and/or

- 4.7.3** fails to provide details of steps being taken and mitigating factors pursuant to Clause 4.4.2 which in the reasonable opinion of the Authority are acceptable this shall be a material breach of the Agreement;

and any such material breach shall allow the Authority to terminate the Agreement pursuant to the Call-Off Clause which provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause or equivalent clause).

- 4.8** The Authority may internally share any information which it receives under Clauses 4.3 to 4.4 (inclusive) and 4.6, for the purpose of the collection and management of revenue for which the Authority is responsible.

## **5. Use of Off-shore Tax Structures**

- 5.1** Subject to the principles of non-discrimination against undertakings based either in member countries of the European Union or in signatory countries of the World Trade Organisation Agreement on Government Procurement, the Supplier shall not, and shall ensure that its Connected Companies, Key Subcontractors (and their respective Connected Companies) shall not, have or put in place (unless otherwise agreed with the Authority) any arrangements involving the use of off-shore companies or other off-shore entities the main purpose, or one of the main purposes, of which is to achieve a reduction in United Kingdom Tax of any description which would otherwise be payable by it or them on or in connection with the payments made by or on behalf of the Authority under or pursuant to this Agreement or (in the case of any Key Subcontractor and its Connected Companies) United Kingdom Tax which would be payable by it or them on or in connection with payments made by or on behalf of the Supplier under or pursuant to the applicable Key Subcontract ("**Prohibited Transactions**"). Prohibited Transactions shall not include transactions made between the Supplier and its Connected Companies or a Key Subcontractor and its Connected Companies on terms which are at arms-length and are entered into in the ordinary course of the transacting parties' business.
- 5.2** The Supplier shall notify the Authority in writing (with reasonable supporting detail) of any proposal for the Supplier or any of its Connected Companies, or for a Key Subcontractor (or any of its Connected Companies), to enter into any Prohibited Transaction. The Supplier shall notify the Authority within a reasonable time to allow the Authority to consider the proposed Prohibited Transaction before it is due to be put in place.
- 5.3** In the event of a Prohibited Transaction being entered into in breach of Clause 5.1 above, or in the event that circumstances arise which may result in such a breach, the Supplier and/or the Key Subcontractor (as applicable) shall discuss the situation with the Authority and, in order to ensure future compliance with the requirements of Clauses 5.1 and 5.2, the Parties (and the Supplier shall procure that the Key Subcontractor, where applicable) shall agree (at no cost to the Authority) timely and appropriate changes to any such arrangements by the undertakings concerned, resolving the matter (if required) through the escalation process in the Agreement.
- 5.4** Failure by the Supplier (or a Key Subcontractor) to comply with the obligations set out in Clauses 5.2 and 5.3 shall allow the Authority to terminate the Agreement pursuant to the Clause that provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause).

## **6 Data Protection and off-shoring**

**6.1** The Processor shall, in relation to any Personal Data processed in connection with its obligations under the Agreement:

**6.1.1** not transfer Personal Data outside of the United Kingdom unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- (a) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
- (b) the Data Subject has enforceable rights and effective legal remedies;
- (c) 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
- (d) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

**6.2** Failure by the Processor to comply with the obligations set out in Clause 6.1 shall allow the Authority to terminate the Agreement pursuant to the Clause that provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause or equivalent clause).

## **7 Commissioners for Revenue and Customs Act 2005 and related Legislation**

**7.1** The Supplier shall comply with and shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data comply with the obligations set out in Section 18 of the Commissioners for Revenue and Customs Act 2005 ('CRCA') to maintain the confidentiality of Authority Data. Further, the Supplier acknowledges that (without prejudice to any other rights and remedies of the Authority) a breach of the aforesaid obligations may lead to a prosecution under Section 19 of CRCA.

**7.2** The Supplier shall comply with and shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data comply with the obligations set out in Section 123 of the Social Security Administration Act 1992, which may apply to the fulfilment of some or all of the Services. The Supplier acknowledges that (without prejudice to any other rights and remedies of the Authority) a breach of the Supplier's obligations under Section 123 of the Social Security Administration Act 1992 may lead to a prosecution under that Act.

**7.3** The Supplier shall regularly (not less than once every six (6) months) remind all Supplier Personnel who will have access to, or are provided with, Authority Data in writing of the obligations upon Supplier Personnel set out in Clause 7.1 above. The Supplier shall monitor the compliance by Supplier Personnel with such obligations.

**7.4** The Supplier shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data sign (or have previously signed) a Confidentiality Declaration, in the form provided at Annex 2. The Supplier shall provide a copy of each such signed declaration to the Authority upon demand.

**7.5** In the event that the Supplier or the Supplier Personnel fail to comply with this Clause 7, the Authority reserves the right to terminate the Agreement with immediate effect pursuant to the

clause that provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause).

**8 Amendments to PSC Core Terms**

**9** PSC Core Term 15.2 (Confidentiality Clause) In spite of Clause 15.2, the Supplier must seek HMRCs permission prior to disclosing any information relating to this clause.

**10** PSC Core Term 8.3 (Indemnity Clause) In addition to Clause 8.3 the Supplier must indemnify both CCS and the Buyer against any loss of any payments collected under a Call Off Agreement within a Deed of Trust

## Annex 1

### Excerpt from HMRC's "Test for Tax Non-Compliance"

#### *Condition one (An in-scope entity or person)*

1. There is a person or entity which is either: ("X")
  - 1) The Economic Operator or Essential Subcontractor (EOS)
  - 2) Part of the same Group of companies of EOS. An entity will be treated as within the same Group of EOS where that entities' financial statements would be required to be consolidated with those of EOS if prepared in accordance with *IFRS 10 Consolidated Financial Accounts*<sup>1</sup>;
  - 3) Any director, shareholder or other person (P) which exercises control over EOS. 'Control' means P can secure, through holding of shares or powers under articles of association or other document that EOS's affairs are conducted in accordance with P's wishes.

#### *Condition two (Arrangements involving evasion, abuse or tax avoidance)*

2. X has been engaged in one or more of the following:
  - a. Fraudulent evasion<sup>2</sup>;
  - b. Conduct caught by the General Anti-Abuse Rule<sup>3</sup>;
  - c. Conduct caught by the Halifax Abuse principle<sup>4</sup>;
  - d. Entered into arrangements caught by a DOTAS or VADR scheme<sup>5</sup>;
  - e. Conduct caught by a recognised 'anti-avoidance rule'<sup>6</sup> being a statutory provision which targets arrangements where either a main purpose, or an expected benefit, is to obtain a tax advantage or where the arrangement is not affected for commercial purposes. 'Targeted Anti-Avoidance Rules' (TAARs). It may be useful to confirm that the Diverted Profits Tax is a TAAR for these purposes;
  - f. Entered into an avoidance scheme identified by HMRC's published Spotlights list<sup>7</sup>;

---

<sup>1</sup> <https://www.iasplus.com/en/standards/ifrs/ifrs10>

<sup>2</sup> 'Fraudulent evasion' means any 'UK tax evasion offence' or 'UK tax evasion facilitation offence' as defined by section 52 of the Criminal Finances Act 2017 or a failure to prevent facilitation of tax evasion under section 45 of the same Act.

<sup>3</sup> "General Anti-Abuse Rule" means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions

<sup>4</sup> "Halifax Abuse Principle" means the principle explained in the CJEU Case C-255/02 Halifax and others

<sup>5</sup> A Disclosure of Tax Avoidance Scheme (DOTAS) or VAT Disclosure Regime (VADR) scheme caught by rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Section 19 and Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Section 19 and Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.

<sup>6</sup> The full definition of 'Anti-avoidance rule' can be found at Paragraph 25(1) of Schedule 18 to the Finance Act 2016 and Condition 2 (a) above shall be construed accordingly.

<sup>7</sup> Targeted list of tax avoidance schemes that HMRC believes are being used to avoid paying tax due and which are listed on the Spotlight website: <https://www.gov.uk/government/collections/tax-avoidance-schemes-currently-in-the-spotlight>

- g. Engaged in conduct which falls under rules in other jurisdictions which are equivalent or similar to (a) to (f) above.

*Condition three (Arrangements are admitted, or subject to litigation/prosecution or identified in a published list (Spotlights))*

- 3. X's activity in *Condition 2* is, where applicable, subject to dispute and/or litigation as follows:
  - 1. In respect of (a), either X:
    - 1. Has accepted the terms of an offer made under a Contractual Disclosure Facility (CDF) pursuant to the Code of Practice 9 (COP9) procedure<sup>8</sup>; or,
    - 2. Has been charged with an offence of fraudulent evasion.
  - 2. In respect of (b) to (e), once X has commenced the statutory appeal process by filing a Notice of Appeal and the appeal process is ongoing including where the appeal is stayed or listed behind a lead case (either formally or informally). NB Judicial reviews are not part of the statutory appeal process and no supplier would be excluded merely because they are applying for judicial review of an HMRC or HMT decision relating to tax or national insurance.
  - 3. In respect of (b) to (e), during an HMRC enquiry, if it has been agreed between HMRC and X that there is a pause with the enquiry in order to await the outcome of related litigation.
  - 4. In respect of (f) this condition is satisfied without any further steps being taken.
  - 5. In respect of (g) the foreign equivalent to each of the corresponding steps set out above in (i) to (iii).

For the avoidance of doubt, any reference in this Annex 1 to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time including any implementing or successor legislation.

---

<sup>8</sup> The Code of Practice 9 (COP9) is an investigation of fraud procedure, where X agrees to make a complete and accurate disclosure of all their deliberate and non-deliberate conduct that has led to irregularities in their tax affairs following which HMRC will not pursue a criminal investigation into the conduct disclosed.



**Annex 2 Form**

**CONFIDENTIALITY DECLARATION**

CONTRACT REFERENCE: [for Supplier to insert Contract reference number and contract date] (('the Agreement')

**DECLARATION:**

I solemnly declare that:

- 1. I am aware that the duty of confidentiality imposed by section 18 of the Commissioners for Revenue and Customs Act 2005 applies to Government Data (as defined in the Agreement) that has been or will be provided to me in accordance with the Agreement.
- 2. I understand and acknowledge that under Section 19 of the Commissioners for Revenue and Customs Act 2005 it may be a criminal offence to disclose any Government Data provided to me.

SIGNED:
FULL NAME:
POSITION:
COMPANY:
DATE OF SIGNATURE:

# Call-Off Schedule 24 (Deed of Trust)

## THIS DEED OF TRUST IS MADE

the.....day of..... 2022[●] between

(1) Her Majesty's Revenue and Customs of 100 Parliament Street, London, SW1A 2BQ (the "**Buyer**") and

(2) [ ● ] (the "**Trustee**") which expression shall include its successors in title as Trustee under this Deed of Trust.

## WHEREAS

1. The Minister for the Cabinet Office entered into a framework agreement/call off agreement with [ ● ] ("**Name of the Supplier/Subcontractor** ") which permits the Supplier/Subcontractor to enter into contracts with the Participating Bodies for the provision of services consisting of, or relating to, debt collection to the public bodies including HM Government departments and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities and the devolved administrations of Scotland and Northern Ireland (the "**Framework Agreement/Call Off Agreement** ").
2. On [ ● ] the Buyer and the Supplier/Subcontractor entered into a contract with the Buyer for the provision of certain of those debt collection, services (the "**Call-Off Agreement**").
3. The Trustee is authorised, pursuant to the Call-Off Agreement, to provide certain debt recovery services in respect of the collection of outstanding debts owed to the Buyer ("**Debts**").
4. The Trustee will hold the proceeds of any Debts collected under the Call-Off Agreement for the absolute benefit of the Buyer on the trusts declared in this Deed of Trust.

It is **HEREBY DECLARED AND AGREED** as follows:

### A. Interpretation

In this Deed of Trust:

**"Monies and Payments"** means all kinds of monies and payments, including without limitation cash, cheques, banker's drafts, payable orders, warrants, direct debit and standing order payments, debit and credit card payments, payments by electronic funds transfer or other interbank payment systems (including BACS, CHAPS and Faster Payments), and internet, telephone and mobile banking payments and other payments of any kind; and

**"Trust Fund"** means:

- 1) all Monies and Payments, paid or transferred to or received or held by the Trustee in respect of or in or towards payment or discharge or satisfaction of any Debts; and
- 2) all (if any) interest accrued on or in respect of any part of the Trust Fund.

## **B. Declaration of Trust**

- 1) The Trustee declares that it shall hold the Trust Fund on trust for the Buyer absolutely.
- 2) Where the Trustee is a corporation, it may in the execution and exercise of such trusts, powers and discretions as are conferred upon it hereunder act by its responsible officers, agents or employees for the time being.

## **C. Administration**

- 1) The trust constituted by this Deed of Trust (the "**Trust**") and the Trust Fund shall be administered and managed by the Trustee under the name of [*Name of Bank Account*] or by such other name as the Trustee from time to time decides with the prior written approval of the Buyer. At all times the Buyer remains the absolute owner of the Debts referred to the Trustee for recovery, the proceeds of which are to be held in the Trust Fund.
- 2) The Trustee shall maintain a trustee bank account in the name referred to in sub-clause 1) above with [*Name of Bank*] (or with such other bank as the Buyer may agree in writing) (the "**Trust Bank Account**") and shall pay (or procure that there shall be paid) into the Trust Bank Account all Monies and Payments which form part of the Trust Fund. The Trust Bank Account will be a non-interest bearing account.
- 3) Where the Trustee is the Subcontractor, the Supplier bears responsibility to recover any funds held by the Trustee on behalf of the Buyer and shall be liable for any unrecovered funds

## **D. Trustee**

The trustee of the Trust Fund shall be the Trustee and/or such other or additional trustee or trustees as may be appointed by the Buyer from time to time.

## **E. Powers**

In furtherance of the Trust and the Call-Off Agreement but not otherwise the Trustee may exercise any of the following powers:

- 1) to collect Debt owing to the Buyer under the terms of the Call-Off Agreement, provided that in collecting outstanding Debts the Trustee shall save where set out in section G of this Deed of Trust below conform to any relevant statutory and regulatory requirements; and
- 2) to co-operate with the Buyer and/or other government bodies operating in furtherance of the Trust and the Call-Off Agreement or of similar purposes and to exchange information and advice with them.

## **F. Accounts**

The Trustee shall comply with its obligations under the Call-Off Agreement with regard to:

- 1) the keeping of accounting records for the Trust;
- 2) the preparation of annual statements of account for the Trust;
- 3) the auditing or independent examination of the statements of account of the Trust as appropriate; and
- 4) the transmission of the statements of account of the Trust to the Buyer.

**G. Transfer of Trust Fund property**

The Trustee shall transfer to the Buyer as beneficiary of the Trust the monies held in the Trust Fund according to the payment terms, if any, set out in the Call-Off Agreement, or if no such payment terms are set out in the Call-Off Agreement, as agreed between the Trustee and the Buyer, acting reasonably.

**H. Law and Jurisdiction**

English law governs this Trust and the English courts have exclusive jurisdiction in matters relating to it.

**IN WITNESS of which this Deed of Trust has been duly executed as a deed by the Trustee and by the Buyer and delivered on the day and year first above written.**

**SIGNED AS A DEED BY HER MAJESTY’S REVENUE AND CUSTOMS**  
acting by [   •   ]

\_\_\_\_\_

**IN THE PRESENCE OF**

**Signature, Name and Address of attesting witness:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNED AS A DEED BY [*Name of Supplier/Subcontractor*]**  
acting by a Director:

\_\_\_\_\_

**IN THE PRESENCE OF**

**Signature, Name and Address of attesting witness:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Joint Schedule 2 (Variation Form and Change Control Procedure)**

Crown Copyright 2021

**Joint Schedule 2 (Variation Form and Change Control Procedure)****Part A - Variation Form**

This Variation Form shall be used to make a Variation or Change (in accordance with the Change Control Procedure set out in Part B of this Schedule) to the Contract in accordance with Clause 24 (Changing the Contract).

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

Joint Schedule 2 (Variation Form)  
Crown Copyright 2018

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

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

Signature	
Date	
Name (in Capitals)	
Address	

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

Signature	
Date	
Name (in Capitals)	
Address	

**Joint Schedule 2 (Variation Form)**  
Crown Copyright 2018

## Part B Change Control Procedure

This Part B of this Schedule sets out the process to be followed when CCS or the Buyer wishes to make a Change in the way in which the Deliverables or Service is provided by the Supplier.

### Definitions

The following definitions apply to this Schedule and are supplemental to those in Joint Schedule 1 (Definitions):

Actual Expenditure	the amount of money spent that a Supplier actually incurred in implementing a Change
Change	a change made to the way in which any Deliverables or Service is provided by the Supplier to the Buyer under the Call Off Contract, which has been requested by the Buyer and agreed with the Supplier as part of the Change Control Procedure;
Change Control Procedure	the processes and procedures to be followed by the CCS or Buyer (as appropriate) and Supplier in proposing, agreeing, executing, delivering, reporting and managing Changes to the Services or Deliverables under the Contract;
Change Implementation Plan	the plan provided by the Supplier to CCS or the Buyer (as appropriate) for the provision of the Deliverables set out in the draft Variation Form sent by the CCS or the Buyer to the Supplier and agreed by the Buyer or CCS (as applicable) in accordance with the Change Control Procedure;
Change Milestone Certificate	the Certificate issued by the Buyer when the Supplier has met all of the requirements of a Change Milestone set out in the Change Implementation Plan which implements the agreed the Change agreed in the Variation Form under the Change Control Procedure;
Change Milestone	an event or task described in the Change Implementation Plan;
Change Satisfaction Certificate	the certificate issued by CCS or the Buyer (as applicable) when the Supplier has met all of the requirements of a Change set out in the Change Implementation Plan in accordance with the Variation Form and the Change Control Procedure;
Change Test Success Criteria	in relation to any Test associated to a Change, the test success criteria for that Test;
Forecast Expenditure	the forecast money to be spent that a Supplier proposes to incur to implement a Change;

### 1. Variations and Change Management

- 1.1 Any Variations that do not fall to be a Change shall (including any change to a Debt Type or introduction of a New Debt Type) be undertaken in accordance with Clause 24 (Changing the Contract) of the Core Terms.
- 1.2 Where a Change is sought, the Parties shall comply with the Change Control Procedure set out in Part B of this Schedule as well as complying with Clause 24 of the Core Terms.
- 1.3 Where a Change is an Operational Change, the Parties shall comply with Paragraph 6 of this Schedule.



**Joint Schedule 2 (Variation Form)**

Crown Copyright 2018

- 1.4 Any Variation or Change agreed under Paragraphs 1.1 and 1.2 above shall be recorded using the Variation Form in Part A of this Schedule.

**Change Control Procedure****2. Approach to Change**

- 2.1 This Schedule sets out a 2-tier Change Control Procedure which shall be used to ensure operational efficiency:

- **Tier 1: Fast Track Change** – to be used where the Buyer requires an immediate solution. The Buyer may request no more than 4 Fast Track Changes in any rolling 12-Month period.
- **Tier 2: Standard Change** – to be used where CCS or the Buyer seeks a Change that is not a Fast Track Change.

- 2.2 All CCS or Buyer requests for a Change must be delivered to the timelines set out in the executed Variation Form, unless otherwise agreed in writing between the relevant Parties. CCS or the Buyer, acting reasonably, will establish the timelines by which any Change shall be delivered by the Supplier. CCS or the Buyer, at their sole discretion may accept an alteration to the timescales in writing.

- 2.3 **Tier 1: Fast Track Change:** Upon receipt of the Buyer's request for a Change, the Supplier shall provide an Impact Assessment for the proposed Change within 5 Working Days of the date of the Buyer's request. The request shall be in the form of a draft Variation Form. The Buyer shall indicate in the draft Variation Form whether it is seeking to use the Tier 1: Fast Track Change or Tier 2: Standard Change procedure.

- 2.4 The Buyer and the Supplier may agree in writing to vary Tier 1: Fast Track Change parameters from time to time.

- 2.5 The Buyer shall be able to make a Tier 1: Fast Track Change request at any time after the satisfactory completion and acceptance of all Change Milestones and Tests regarding the Change Implementation Plan in accordance with Call-Off Schedule 13 (Implementation Plan and Testing). Any Change requests that fall within the initial Implementation Plan period will not amount to a Tier 1: Fast Track Change or Tier 2: Standard Change.

- 2.6 **Tier 2: Standard Change:** Upon receipt of a Buyer's Change request, the Supplier shall provide an Impact Assessment for the proposed Change within 20 Working Days of the date of issue on the draft Variation Form from CCS or the Buyer (as appropriate), unless otherwise specified in writing by the Buyer in the draft Variation Form.

- 2.7 If the Supplier has any questions regarding the content of the draft Variation Form submitted by CCS or the Buyer, the Supplier must clarify these with CCS or the Buyer before the Supplier provides the Impact Assessment to CCS or the Buyer within the 5 Working Days for Tier 1: Fast Track Changes, or 20 Working Days for a Tier 2: Standard Change, unless otherwise agreed in writing between the Supplier and CCS or the Buyer (as applicable).

- 2.8 The Supplier must use their expertise and innovation to provide a solution for delivering the Changes required by CCS or the Buyer within the applicable timeframes and ensuring that CCS or the Buyer's requirements are met.

- 2.9 Where CCS or the Buyer requires further clarification or amendment to be made to the Impact Assessment to ensure CCS or the Buyer (as applicable) accept the Impact Assessment, the Supplier must return their response to the further clarification or amendment regarding the Change

**Joint Schedule 2 (Variation Form)**

Crown Copyright 2018

request within 2 Working Days of receipt for a Tier 1: Fast Track Change or within 5 Working Days of receipt for a Tier 2: Standard Change.

- 2.10 The Supplier shall monitor and manage all aspects of Change delivery and maintain dialogue with CCS or the Buyer (as appropriate), as to the status of the Change. If the Supplier expects any delays to its delivery the Supplier shall inform CCS or the Buyer (as applicable) of the reason for the delay, why it has or may occur and how long it will take to resolve.
- 2.11 The Supplier shall work with Subcontractors to ensure that appropriate Change deliverables and timelines are agreed, fully understood and implemented in accordance with the agreed Change as set out in the agreed Variation Form.
- 2.12 In the case of either a Tier 1: Fast Track Change or a Tier 2: Standard Change, the Supplier shall provide the Buyer with any additional information requested on an Open Book Data basis, including breakdowns of all costs associated with the proposed Change.
- 2.13 Any Charges Approved by the Buyer associated with delivering the Change shall be calculated using **table 4 at Annex 1 of Framework Schedule 3 (Framework Prices)**.

**3. Implementing a Change**

- 3.1 Where a Change requires an Implementation Plan, the Variation Form shall include a draft Change Implementation Plan produced by the Supplier detailing at least, as a minimum, one Milestone marking the delivery of the applicable Change.
- 3.2 The Buyer will issue a Change Milestone Certificate when the Buyer has confirmed that they are satisfied that the relevant Change Milestone has been Achieved.
- 3.3 The Buyer will only accept the Change as being delivered once it has Approved the final Change Milestone of the Change Implementation Plan.
- 3.4 The Supplier must monitor its performance against the Change Implementation Plan and the agreed Change Milestones and report its progress to the Buyer.
- 3.5 The Supplier shall work with all Subcontractors to ensure that appropriate Change Deliverables and timelines are agreed, fully understood and implemented as set out in the agreed Variation Form.
- 3.6 Where there is a cost Approved for the delivery of a Change, the invoice for that Change can only be submitted for payment by the Supplier, either:
- once CCS or the Buyer has Approved the Change as having been completed satisfactorily and after the final Change Milestone Certificate has been issued; or
  - in accordance with the Change Milestones agreed by CCS or the Buyer within the Impact Assessment.

**4. Change Testing**

- 4.1 Where CCS or the Buyer requires Testing as part of Change implementation, the Buyer and Supplier shall comply with Call-Off Schedule 13 (Implementation and Testing) Part B (Testing) when developing the Change Implementation Plan. The Buyer shall agree with the Supplier what

**Joint Schedule 2 (Variation Form)**  
Crown Copyright 2018

and how the Call-Off Schedule 13 Part B (Testing) shall apply relative to the scope and impact of the Change and include this as part of any Change Milestone Criteria.

## **5. Change Delivery Reporting**

5.1 The Supplier shall report upon the progress of all Variations and Changes made Monthly and this must include as a minimum:

- Performance against Service Levels;
- Any risks, issues and mitigations impacting the Change Implementation Plan and Change Milestones; and
- Forecast Expenditure on the Change versus Actual Expenditure on the Change and updated forecast total costs of the Change

Progress shall be reported to:

- CCS as part of the Supplier's MI and reporting obligations set out in Framework Schedule 5 (Management Charges and Information); and
- The Buyer as part of the Supplier's obligations to comply with Call-Off Schedule 1 (Transparency Reporting).

## **6. Changes permissible outside of the Change Control Procedure**

6.1 Where the Buyer requires an Operational Change to an existing operational process or procedure performed by either the Supplier or its Subcontractor, for example, 'where Buyer internal policy &/or guidance is updated, resulting in the need to reflect that update in the Supplier guidance, this will not be a Change that requires the Parties to comply with the Change Control Procedure nor to follow the Variation Procedure unless the Operational Change incurs additional cost or materially impact on the Supplier's resources, in which case the Buyer shall comply with the Change Control Procedure.

6.2 Where the Buyer requires an Operational Change to be made, it shall submit a written request disclosing details of the proposed request for Operational Change and the proposed timescales for its completion.

6.3 The Supplier shall prepare a solution for consideration by and Approval of the Buyer, prior to implementation of it by a date agreed.

6.4 The Supplier shall not implement any Operational Change without the Approval of the Buyer.

**Joint Schedule 2 (Variation Form and Change Control Procedure)**  
Crown Copyright 2021

## Joint Schedule 4 (Commercially Sensitive Information)

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

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

No.	Date	Item(s)	Duration of Confidentiality
	[insert date]	[insert details]	[insert duration]

Joint Schedule 4 (Commercially Sensitive Information)  
Crown Copyright 2018

**Joint Schedule 5 (Corporate Social Responsibility)**  
Crown Copyright 2018

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

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

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

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

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

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

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

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

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

Crown Copyright 2018

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

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

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



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

Crown Copyright 2018

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

## **5. Working Hours**

### **5.1 The Supplier shall:**

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

by individuals and by the Supplier Staff as a whole;

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

## **2. Sustainability**

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

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

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

Crown Copyright 2018

### **6. Social Value**

- 6.1 The Supplier shall meet all Social Value commitments as agreed with the Buyer. They shall cover the four main themes contained in the Suppliers bid which are:
- 6.2 Creating sustainable growth for their suppliers who share their values in delivering a fair and empathetic approach to debt collection to improve financial wellbeing and help the lives of vulnerable people.
- 6.3 Improving the health and wellbeing of Customers and their people through their approach to debt collection and employee initiatives including flexible working, employee benefits, paying the Living Wage and following the Prompt Payment Code.
- 6.4 Reducing inequality and promoting diversity through their social mobility initiatives, creating education and training opportunities for our people, suppliers, and communities; and
- 6.5 Preventing, minimising, and mitigating their environmental impact and including sustainability considerations throughout our Supply Chain.
- 6.6 The supplier shall agree a range of metrics and reporting methodology with CCS and provide monthly MI to the Buyer to show the Supplier is meeting its commitments as detailed in the Suppliers bid.

**Joint Schedule 5 (Corporate Social Responsibility)**  
Crown Copyright 2018

**Joint Schedule 6 (Key Subcontractors)**

Crown Copyright 2018

**PLEASE RETAIN A COPY OF THIS SCHEDULE AS THIS FORMS PART OF YOUR CALL-OFF CONTRACT**

## Joint Schedule 6 (Key Subcontractors)

### 1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.
- 1.2 The Supplier is entitled to sub-contract its obligations under a Call-Off Contract to Key Subcontractors listed in the Framework Award Form who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer (**with whom it has entered into a Call Off Agreement and/ or Lease Agreement**) and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to section 18 of the Framework Award Form. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
  - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
  - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
  - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
  - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
  - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
  - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;

**Joint Schedule 6 (Key Subcontractors)**

Crown Copyright 2018

- 1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;
  - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and
  - 1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.
- 1.5 If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:
- 1.5.1 a copy of the proposed Key Sub-Contract; and
  - 1.5.2 any further information reasonably requested by CCS and/or the Buyer.
- 1.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
- 1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
  - 1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;
  - 1.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
  - 1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;
  - 1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Framework Contract in respect of:
    - (a) the data protection requirements set out in Clause 14 (Data protection);
    - (b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);
    - (c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
    - (d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
    - (e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
  - 1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or

**Joint Schedule 6 (Key Subcontractors)**

Crown Copyright 2018

the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and

- 1.6.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.

**Joint Schedule 7 (Financial Difficulties)**

Crown Copyright 2018

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

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

<b>"Credit Rating Threshold"</b>	the minimum credit rating level for the Monitored Company as set out in Annex 2 and
<b>"Financial Distress Event"</b>	the occurrence or one or more of the following events: <ol style="list-style-type: none"> <li>a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;</li> <li>b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;</li> <li>c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party;</li> <li>d) Monitored Company committing a material breach of covenant to its lenders;</li> <li>e) a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or</li> <li>f) any of the following:               <ol style="list-style-type: none"> <li>i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;</li> <li>ii) non-payment by the Monitored Company of any financial indebtedness;</li> <li>iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or</li> </ol> </li> </ol>

**Joint Schedule 7 (Financial Difficulties)**

Crown Copyright 2018

- iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company

in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Call-Off Contract;

**"Financial Distress Service Continuity Plan"**

a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with [each Call-Off] Contract in the event that a Financial Distress Event occurs;

**"Monitored Company"**

Supplier or any Key Subcontractor

**"Rating Agencies"**

the rating agencies listed in Annex 1.

**2. When this Schedule applies**

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

**3. What happens when your credit rating changes**

- 3.1 The Supplier warrants and represents to CCS that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2.
- 3.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify CCS in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.
- 3.3 If there is any downgrade credit rating issued by any Rating Agency for the Monitored Company the Supplier shall ensure that the Monitored Company's auditors thereafter provide CCS within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by CCS (such requests not to exceed 4 in any Contract Year) with written calculations of the quick ratio for the Monitored Company as at the end of



**Joint Schedule 7 (Financial Difficulties)**

Crown Copyright 2018

each Contract Year or such other date as may be requested by CCS. For these purposes the "quick ratio" on any date means:

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

where:

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

**3.4 The Supplier shall:**

- 3.4.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and
- 3.4.2 promptly notify (or shall procure that its auditors promptly notify) CCS in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

- 3.5 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

**4. What happens if there is a financial distress event**

- 4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if CCS becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and CCS shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.
- 4.2 [In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute

**Joint Schedule 7 (Financial Difficulties)**

Crown Copyright 2018

then, CCS shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:

- 4.2.1 rectify such late or non-payment; or
  - 4.2.2 demonstrate to CCS's reasonable satisfaction that there is a valid reason for late or non-payment.]
- 4.3 The Supplier shall and shall procure that the other Monitored Companies shall:
- 4.3.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and
  - 4.3.2 where CCS reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:
    - (a) submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and
    - (b) provide such financial information relating to the Monitored Company as CCS may reasonably require.
- 4.4 If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.
- 4.5 If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.
- 4.6 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:
- 4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued

**Joint Schedule 7 (Financial Difficulties)**

Crown Copyright 2018

performance each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;

- 4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
- 4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.6.4.6.
- 4.8 CCS shall be able to share any information it receives from the Buyer in accordance with this Paragraph with any Buyer who has entered into a Call-Off Contract with the Supplier.

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

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

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

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

**Joint Schedule 7 (Financial Difficulties)**  
Crown Copyright 2018

**Joint Schedule 7 (Financial Difficulties)**  
Crown Copyright 2018

## **ANNEX 1: RATING AGENCIES**

Rating Agency: Dun and Bradstreet

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

**Part 1: Current Rating**

Entity	Credit rating (long term)
Supplier	
Key Subcontractor	

## Joint Schedule 9 (Minimum Standards of Reliability)

### 1. Standards

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

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

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

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

**1.3** In the event that the Supplier does not demonstrate that it meets the Minimum Standards of Reliability in an assessment carried out pursuant to Paragraph 1.2, CCS shall so notify the Supplier (and any Buyer in writing) and the CCS reserves the right to terminate its Framework Contract for material Default under Clause 10.4 (When CCS or the Buyer can end this contract).

**Joint Schedule 10 (Rectification Plan)**

Crown Copyright 2018

**Joint Schedule 10 (Rectification Plan)**

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



**Joint Schedule 10 (Rectification Plan)**

Crown Copyright 2018

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

**Joint Schedule 10 (Rectification Plan)**  
Crown Copyright 2018

## Joint Schedule 11 (Processing Data)

Crown Copyright 2018

# 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 within one working day if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
  - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
  - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;

**Joint Schedule 11 (Processing Data)**

Crown Copyright 2018

- (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, including unauthorised HMRC personnel, unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
      - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
  - (d) not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
    - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with

**Joint Schedule 11 (Processing Data)**

Crown Copyright 2018

- 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 6 of this Joint Schedule 11, the Processor shall notify the Controller immediately, or within one working day, if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;

**Joint Schedule 11 (Processing Data)**

Crown Copyright 2018

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

**Joint Schedule 11 (Processing Data)**

Crown Copyright 2018

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.
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

**Joint Schedule 11 (Processing Data)**

Crown Copyright 2018

requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
  - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
  - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
    - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
    - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
  - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
  - (b) implement any measures necessary to restore the security of any compromised Personal Data;
  - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
  - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.



**Joint Schedule 11 (Processing Data)**

Crown Copyright 2018

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.

**Joint Schedule 11 (Processing Data)**

Crown Copyright 2018

**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: Advice.dpa@hmrc.gov.uk
- 1.2 The contact details of the Supplier's Data Protection Officer are: **[Insert]** Contact details]
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 The Controller has determined that the Processing is not occasional.
- 1.5 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>Data which identifies the Customer and debt data to facilitate debt pursuit activities</p> <p><b>The Supplier is Controller and the Relevant Authority is Processor</b></p> <ul style="list-style-type: none"> <li>• <i>Not appropriate for this contract</i></li> </ul> <p><b>The Parties are Joint Controllers</b></p> <ul style="list-style-type: none"> <li>• <i>Not appropriate for this contract</i></li> </ul> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <ul style="list-style-type: none"> <li>• <i>Not appropriate for this contract</i></li> </ul>
Duration of the Processing	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p><i>For the duration of the contract</i></p>

**Joint Schedule 11 (Processing Data)**

Crown Copyright 2018

Nature and purposes of the Processing	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The following operations : Collection, recording, organisation, structuring, storage, adaption/alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available (only to permitted parties within the terms of the contract), alignment/combination, restriction, and erasure or destruction of data (whether or not by automated means) For the following purposes: Debt pursuit activities (contacting customers by telephone, letter and/or SMS text message; encouraging customers to pay their debts; entering into time to pay arrangements with customers; taking payments from customers in settlement of their debts; paying over and accounting for those payments to the customer department</p>
Type of Personal Data	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>Name and Title, Address(es), Customer reference, Date of Birth, National Insurance Number, Company Registration Number, Telephone number(s). Debt Details</p>
Categories of Data Subject	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>Individuals, Companies, Partnerships, Agents, Representatives and Suppliers</p>
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><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>At the written direction of the Buyer on termination of the relevant Call-Off Agreement, delete or return Debtor Data or Customer Personal Data (and any copies of it) to the Customer in accordance with the provisions of Call Off Schedule 10 Exit Management unless the Supplier is required by Law to retain any Debtor Data or Customer Personal Data or is required by the Buyer to complete an erasure request under UK GDPR requirements. When instructed, the Buyer requires the Supplier to provide certificates of destruction/deletion. These will confirm that they no longer hold the Buyer's data on any system including back ups. For clarity, this requirement extends to bulk data destruction only and not on a case by case basis as defined under GDPR (individual data erasure requests).</p>

**Joint Schedule 11 (Processing Data)**

Crown Copyright 2018

**Annex 2 - Joint Controller Agreement (Not applicable)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 1 month on:

**Joint Schedule 11 (Processing Data)**

Crown Copyright 2018

- (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 accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;

**Joint Schedule 11 (Processing Data)**

Crown Copyright 2018

- (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:

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

Crown Copyright 2018

- (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;
- (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:

Framework Ref: RM  
Project Version: v1.0  
Model Version: v4.3

**Joint Schedule 11 (Processing Data)**

Crown Copyright 2018

- (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**

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:



**Joint Schedule 11 (Processing Data)**

Crown Copyright 2018

- (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.

**Joint Schedule 11 (Processing Data)**

Crown Copyright 2018

- 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:
- (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.

# Joint Schedule 12 (Supply Chain Visibility)

## 1. Definitions

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

"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises;
"Supply Chain Information Report Template"	the document at Annex 1 of this Schedule 12; and
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

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

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

OFFICIAL

OFFICIAL

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

Crown Copyright 2018

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

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

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

OFFICIAL

**Joint Schedule 12 (Supply Chain Visibility)**  
Crown Copyright 2018

**Annex 1**

**Supply Chain Information Report template**



Supply Chain Information  
Report templat

OFFICIAL

OFFICIAL