Department for Work & Pensions

Bid Pack Attachment 5: Order Form (V4)

CALL-OFF REFERENCE:	Project Reference 26288 / ITT Reference 21980
THE BUYER:	SECRETARY OF STATE FOR WORK AND PENSIONS
BUYER ADDRESS	Finance Group, 5th Floor, Caxton House, Tothill Street, London, SW1H 9NA
THE SUPPLIER:	Mitie Security Limited
SUPPLIER'S ADDRESS:	[redacted]
REGISTRATION NUMBER:	[redacted]
DUNS NUMBER:	[redacted]
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT:

This Order Form is for the provision of the Call-Off Deliverables and dated **2nd December 2024**.
It's issued under the Framework Contract with the reference number RM6257 Lot 3 – Physical & Technical Services for the DWP Workplace Services (WPS) – Security Control Centre (Project Reference: 26228 / ITT Reference 21980)

CALL-OFF LOT(S):
Lot 3 – Physical and Technical Services

CALL-OFF

This Call-Off Contract is in relation to Lot 3 (Physical and Technical Services).

Lot	Tick as appropriate	Supplier accreditations required for the Lot
Lot 3 – Physical and Technical Services	✓	ISO 9001, Cyber Essentials

Where the Call-Off Contract requires Subcontractors to maintain certain ISO accreditations or standards, the Supplier shall ensure that the relevant Subcontractors at all times maintain such accreditations or standards. Please refer to Call-Off Schedule 20 (Specification) – Standards & Certification and Appendix 2.

In relation to any ISO accreditation or standard which is not required at Framework Contract level, the Parties acknowledge and agree that it shall be sufficient for the purposes of the Call-Off Contact, and the Supplier's compliance with the relevant obligations thereunder, for the relevant Subcontractor to maintain at all times such ISO accreditations or standards.

CALL-OFF INCORPORATED TERMS

This is a Silver Contract.

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. The Order Form including the relevant Joint Schedules and Call-Off Schedules, but excluding Annexes B and C of the Order Form;
2. Joint Schedule 1 (Definitions) RM6257 framework
3. Call-Off Schedule 34 (Special Terms)
4. The following Schedules in equal order of precedence:

- Joint Schedules for **RM6257**
  - Joint Schedule 2 (Variation Form)
  - Joint Schedule 3 (Insurance Requirements)
  - Joint Schedule 4 (Commercially Sensitive Information)
  - Joint Schedule 5 (Corporate Social Responsibility)
  - Joint Schedule 6 (Key Subcontractors)
  - Joint Schedule 7 (Financial Difficulties)

- Joint Schedule 8 (Guarantee)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 12 (Supply Chain Visibility)

- Call-Off Schedules for **RM6257**
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer)
  - Call-Off Schedule 3 (Continuous Improvement)
  - Call-Off Schedule 5 (Pricing Details)
  - Call-Off Schedule 6 (ICT Services)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 11 (Not Used)
  - Call Off Schedule 12 (Not Used)
  - Call-Off Schedule 13 (Mobilisation Plan and Testing)
  - Call-Off Schedule 14 (Key Performance Indicators)
  - Call-Off Schedule 15 (Call-Off Contract Management)
  - Call-Off Schedule 16 (Benchmarking)
  - Call Off Schedule 17 (Not Used)
  - Call-Off Schedule 18 (Background Checks)
  - Call Off Schedule 19 (Not Used)
  - Call-Off Schedule 20 (Specification)
  - Call-off Schedule 21 (Not Used)
  - Call-Off Schedule 22 (Not Used)
  - Call-Off Schedule 23 (Not Used)
  - Call-Off Schedule 24 (Supplier Furnished Terms)
  - Call-Off Schedule 25 (Billable Works)
  - Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights)
  - Call-Off Schedule 27 (Not Used)
  - Call-Off Schedule 28 (TUPE Surcharge)
  - Call-Off Schedule 29 (Redundancy Surcharge)
  - Call-Off Schedule 30 (Not used)
  - Call-Off Schedule 31 (Not used)

5. CCS PSC Core Terms as set out in Annex D to this Order Form

6. Call-Off Schedule 4 (Call-Off Tender) as evaluated

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 to be incorporated into this Call-Off Contract through Call-Off Schedule 34 (Special Terms).

EFFECTIVE DATE:

Will be completed at Contract Award

DATE THE CONTRACT PERIOD COMMENCES:

Effective Date

MOBILISATION PERIOD:

Shall be for a period of up to twelve (12) months:
or as otherwise agreed as soon as is reasonably practicable during the Mobilisation Period]

START DATE / DATE THE CALL-OFF INITIAL PERIOD COMMENCES / DATE CONTRACT YEAR 1 COMMENCES:

[01 October 2025]

- Go Live Date Following Mobilisation: [01 October 2025]

DATE CALL-OFF INITIAL PERIOD ENDS:

[31 October 2030]

CALL OFF OPTIONAL EXTENSION PERIODs

The Authority shall have the option to extend the Call-Off Contract Period for any period of time by any number of extensions, up to a maximum of five (5) years after the Call-Off Expiry Date

CALL OFF OPTIONAL EXTENSION PERIOD 1 (start and end dates): Extension Period 1: (+1year) –
[01 October 2030 - 31 September 2031]

CALL OFF OPTIONAL EXTENSION PERIOD 2 (start and end dates):

Extension Period 2: (+1 year) –
[01 October 2031 - 31 September 2032]

CALL OFF OPTIONAL EXTENSION PERIOD 3 (start and end dates):

Extension Period 3: The Authority shall have the option to extend the Call-Off Contract Period for any period of time by any number of extensions, up to a maximum of three (3) years after the Call-Off Expiry Date

TOTAL MAXIMUM CONTRACT PERIOD:

[Effective Date] to [31 September 2035]

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Specification)

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 (How much you can be held responsible for) of the Core Terms.

In relation to:

(a) Contract Year zero (0), the Supplier's maximum liability shall be one hundred and fifty percent (150%) of the aggregate total of the Milestone Payments plus any other Charges payable to the Supplier under or in relation to this Call-Off Contract;

(b) Contract Year one (1), the Supplier's maximum liability shall be one hundred and fifty percent (150%) of the Estimated Annual Contract Cost (pro-rated to the number of Months in Contract Year one (1));

(c) Contract Year two (2) to Contract Year four (4), the Supplier's maximum liability shall be 150% of the Estimated Annual Contract Cost; and (d) Contract Year five (5), the Supplier's maximum liability shall be one hundred and fifty percent (150%) of the Estimated Annual Contract Cost (pro-rated to the number of Months in Contract Year five (5)); and

(e) any Extension Period, the Supplier's maximum liability shall be one hundred and fifty percent (150%) of the Estimated Annual Contract Cost (pro-rated to the number of Months in any Extension Period).

The maximum liability for breaches under Clause 14.8 (Data Protection) of the Core Terms shall be the Data Protection Liability Cap (£17,500,000).

DRAWN DOWN DELIVERABLES:

Not Used

CALL-OFF CHARGES

The Charges shall not be impacted by any change to the Framework Prices and can only be changed by agreement in writing between the Buyer and the Supplier as a result of or pursuant to:

i. Indexation;
ii. Specific Change in Law;
iii. Benchmarking undertaken in accordance with Call-Off Schedule 16 (Benchmarking);
iv. Call-Off Variation (agreed in writing and signed by both Parties in accordance with Clause 24 (Changing the contract) of Core Terms); and
v. as permitted pursuant to Paragraph 6 of Call-Off Schedule 5 (Pricing Details).

PAYMENT METHOD

Please see Call-Off Schedule 5 (Pricing Details)

BUYER'S INVOICE ADDRESS:

Please see Call-Off Schedule 5 (Pricing Details)

INDEXATION

The Payment Index that shall be applied in relation to indexation shall be the Consumer Price Index. Indexation shall only apply from thirty (30) days prior to the first (1st) day of Contract Year one (1) and shall be applied each anniversary thereafter during the Call-Off Contract Period.

The Indexable Elements are:

- Security Control Centre Charges;
- Management Overheads;
- Corporate Overheads;
- (without double counting) Work Order Costs; and
- Exit Prices.

Paragraph 15 of Call-Off Schedule 5 (Pricing Details) sets out how Indexable Elements (including certain elements which form part of the definition of Target

Prices) will be indexed.

PASS THROUGH COSTS

The Supplier shall be entitled to recover Pass Through Costs in accordance with Call-Off Schedule 5 (Pricing Details).

TUPE OPTION

Only the following parts of Call-Off Schedule 2 (Staff Transfer) shall apply to this Call-Off Contract:
o Part B (Staff Transfer at the Start Date – Transfer from a Former Supplier)
o Part D (Pensions)
- ● Annex D1 (CSPS)
- ● Annex D2 (NHSPS) ● Annex D3 (LGPS)
- ● Annex D4 (Other Schemes) o Part E (Staff Transfer on Exit)

BILLABLE WORKS

The estimated volume per annum for Billable Works is as set out in Paragraph 9.3 of Call-Off Schedule 5 (Pricing Details).

Billable Works Approval Process to be agreed during the Mobilisation Period.

BUSINESS CRITICAL EVENTS

Business Critical Events are incidents giving rise to an immediate health and safety, business critical or security risk to the Buyer Premises or any person therein, including (without limitation):

- Actual or imminent risk of danger to persons arising from a health and safety or security risk;
- Actual or imminent risk of full or partial loss of use of a building; and
- Matters that immediately prevent or severely restrict the Buyer from conducting normal operations, including without limitation:
- Partial / full closure of Buyer Premises due to a major impact to operation, such as site power outage / hold up / break in / partial roof collapse or major security related issue such as burglary (with no risk to life but impacts on health and safety or operation); and
- closure of Buyer Premises due to extreme catastrophic damage and/or Force Majeure Events.

WARRANTY

Supplier must provide equipment with a minimum warranty period of three (3) years and/or manufacturer's warranty (whatever is greater), including twelve (12) month defect period in respect of any installation works after completion of associated works and services

CYBER ESSENTIALS

Please see Call-Off Schedule 9 (Security) for further information.

COLLABORATIVE WORKING PRINCIPLES

The Collaborative Working Principles apply to this Call-Off Pricing.

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives apply to this Call-Off Contract.
For further guidance please see here.

BUYER'S AUTHORISED REPRESENTATIVE/OPERATIONAL CONTRACT MANAGER:

[redacted]

BUYERS COMMERCIAL CONTACT:

[redacted]

BUYER NOTICES

The Secretary of State for Work and Pensions
Tothill Street
London
SW1H 9NA
[redacted]

BUYER SECURITY REPRESENTATIVE

Not used

BUYER'S ENVIRONMENTAL POLICY

Refer to Joint Schedule 5 (Corporate Social Responsibility), Part B (Sustainability Requirements).

DWP Procurement Sustainability Policy is currently being updated but our

Sustainable Development Policy can be viewed HERE. Also attached at **Annex A** to this Order Form is the DWP Environmental Commitment Statement.

BUYER'S SECURITY POLICY
Appended at Call Off Schedule 9 (Security) (Annex 3 – Security Policy and Standards)

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER



PROGRESS REPORT FREQUENCY:

Refer to: Annex A7: Reporting Requirements
Call-Off Schedule 1 – (Transparency Reports)
Call-Off Schedule 13 – (Mobilisation Plan and Testing)
Call-Off Schedule 15 – (Call-Off Contract Management)

PROGRESS MEETING FREQUENCY

[To be confirmed by the Buyer to the Supplier on or before the [Mobilisation Start Date]

KEY ROLES/STAFF:

See Annex 1 to Call-Off Schedule 7 (Key Supplier Staff)

KEY SUBCONTRACTORS:

See Annex 1 to Joint Schedule 6 (Key Subcontractors)

COMMERCIALLY SENSITIVE INFORMATION:

As set out in Joint Schedule 4 (Commercially Sensitive Information) to this Call-Off Contract.

ADDITIONAL INSURANCES

All insurances required are as set out in Joint Schedule 3 (Insurance Requirements) to this Call-Off Contract. Additional insurances required over and above what was required at Framework level include the following:

- **Product liability insurance** with cover (for a single event or a series of related events and in the aggregate in any one year of insurance) of not less than five million pounds (£5,000,000); and

- **Cyber liability insurance** with cover (for a single event or a series of related events and in the aggregate in any one year of insurance) of not less than ten million pounds (£10,000,000).

GUARANTEE

The requirements of Guarantee are as set out in Call-Off Schedule 34 (Special Terms)

SERVICE PERIOD:

The Service Period for the purposes of Call-Off Schedule 14 (Key Performance Indicators) shall be one Month.

KPI CREDITS AND AT RISK %:

KPI Credits accrue in accordance with Call-Off Schedule 14 (Key Performance Indicators).

For the purposes of Call-Off Schedule 14 (Key Performance Indicators) the At Risk % shall be: five percent (5%).

COLLATERAL WARRANTIES

Not Used

PERFORMANCE BOND

Not used

SOCIAL VALUE COMMITMENT

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

COUNTERPARTS

The Call-Off Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

Transmission of an executed counterpart of this Call-Off Contract (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Call-Off Contract. If either method of delivery is adopted, without prejudice to the validity of the Call-Off Contract thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter

In witness of which this Agreement has been duly executed by the Parties on 9 December 2024.

Executed by **Mitie Security Limited** acting by [redacted], a director and [redacted], a director

[redacted]..... [redacted].....

Director Director

Signed by [redacted] for and on behalf of **the Secretary of State for Work and Pensions**

[redacted].....

Annex A - Department for Work and Pensions Estates Environmental Commitment Statement

The Department for Work and Pensions (DWP) is responsible for welfare, pensions and child maintenance policy. As the UK's biggest public service department, it administers the State Pension and a range of working age, disability and ill health benefits to around twenty (20) million claimants and customers. DWP recognises its potential to impact the environment, positively or negatively, directly or indirectly, through the management of its estate. This statement sets out DWP's commitment to protect the environment, prevent pollution and continually improve its environmental performance. This commitment compliments DWP's sustainability strategies which set out wider departmental objectives and initiatives for delivering on these.

DWP will:
• Ensure compliance, at minimum, with all relevant environmental legislation
• Set environmental objectives and targets in line with UK Government policy
• Undertake regular reviews of performance against our objectives and targets
• Take action to prevent pollution, reduce emissions and decrease waste production
• Take action to improve utilities and resource efficiency
• Ensure all personnel who interact with environmental matters are appropriately trained
• Integrate environmental considerations into decision-making processes

DWP expects all staff, contractors, and suppliers working with the department to share these commitments and will communicate this statement with all relevant parties. This statement will be reviewed annually to ensure it accurately reflects DWP's latest commitments and strategy.

Crown Commercial Service

Core Terms

1. Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

2.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.

2.2 CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.

2.3 CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.

2.4 If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:

(a) make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules);
(b) create new Call-Off Schedules;
(c) exclude optional template Call-Off Schedules; and/or
(d) use Special Terms in the Order Form to add or change terms.

2.5 Each Call-Off Contract:

(a) is a separate Contract from the Framework Contract;
(b) is between a Supplier and a Buyer;
(c) includes Core Terms, Schedules and any other changes or items in the completed Order Form; and
(d) survives the termination of the Framework Contract.

2.6 Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order.

2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.

2.8 The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

(a) verify the accuracy of the Due Diligence Information; or
(b) properly perform its own adequate checks.

2.9 CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.

2.10 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

(a) that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one);
(b) to a professional standard;
(c) using reasonable skill and care;
(d) using Good Industry Practice;
(e) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;
(f) on the dates agreed; and
(g) that comply with Law.

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

3.2 Goods clauses

3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.

3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.

3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.

3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.

3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.

3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.

3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform with Clause 3. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

3.3.1 Late Delivery of the Services will be a Default of a Call-Off Contract.

3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.

3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.

3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.

3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.

3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4. Pricing and payments

4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.

4.2 CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).

4.3 All Charges and the Management Charge:

(a) exclude VAT, which is payable on provision of a valid VAT invoice; and
(b) include all costs connected with the Supply of Deliverables.

4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.

4.5 A Supplier invoice is only valid if it:

(a) includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
(b) includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
(c) does not include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge).

4.6 The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.

4.7 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

4.8 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.

4.9 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials,

goods or services used by the Supplier to provide the Deliverables, then CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.

4.10 If CCS or the Buyer uses Clause 4.9 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.

4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

5. The buyer's obligations to the supplier

5.1 If Supplier Non-Performance arises from an Authority Cause:

(a) neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
(b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
(c) the Supplier is entitled to additional time needed to make the Delivery; and
(d) the Supplier cannot suspend the ongoing supply of Deliverables.

5.2 Clause 5.1 only applies if the Supplier:

(a) gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
(b) demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
(c) mitigated the impact of the Authority Cause.

6. Record keeping and reporting

6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.

6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract:

(a) during the Contract Period;
(b) for 7 years after the End Date; and
(c) in accordance with UK GDPR,

including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1.

6.3 The Relevant Authority or an Auditor can Audit the Supplier.

6.4 During an Audit, the Supplier must:

(a) allow the Relevant Authority or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
(b) provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.

6.5 Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority.

6.6 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

(a) tell the Relevant Authority and give reasons;
(b) propose corrective action; and
(c) provide a deadline for completing the corrective action.

6.7 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:

(a) the methodology of the review;
(b) the sampling techniques applied;
(c) details of any issues; and
(d) any remedial action taken.

6.8 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

7. Supplier staff

7.1 The Supplier Staff involved in the performance of each Contract must:

(a) be appropriately trained and qualified;
(b) be vetted using Good Industry Practice and the Security Policy; and
(c) comply with all conduct requirements when on the Buyer's Premises.

7.2 Where a Buyer decides one of the Supplier's Staff is not suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.

7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.

7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.

7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Rights and protection

8.1 The Supplier warrants and represents that:

(a) it has full capacity and authority to enter into and to perform each Contract;
(b) each Contract is executed by its authorised representative;
(c) it is a legally valid and existing organisation incorporated in the place it was formed;
(d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract;
(e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
(f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
(g) it is not impacted by an Insolvency Event; and
(h) it will comply with each Call-Off Contract.

8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.

8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:

(a) wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
(b) non-payment by the Supplier of any Tax or National Insurance.

8.4 All claims indemnified under this Contract must use Clause 26.

8.5 The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.

8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.

8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

9. Intellectual Property Rights (IPRs)

9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:

(a) receive and use the Deliverables; and
(b) make use of the deliverables provided by a Replacement Supplier.

9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.

9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.

9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.

9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:

(a) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
(b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.

9.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the

Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

10. Ending the contract or any subcontract

10.1 Contract Period

10.1.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.

10.1.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

10.2 Ending the contract without a reason

10.2.1 CCS has the right to terminate the Framework Contract at any time without reason by giving the Supplier at least 30 days' notice.

10.2.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 90 days' written notice.

10.3 Rectification plan process

10.3.1 If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan, within 10 working days .

10.3.2 When the Relevant Authority receives a requested Rectification Plan it can either:

(a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or
(b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.

10.3.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:

(a) must give reasonable grounds for its decision; and
(b) may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

10.3.4 If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).

10.4 When CCS or the buyer can end a contract

10.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

(a) there is a Supplier Insolvency Event;
(b) there is a Default that is not corrected in line with an accepted Rectification Plan;
(c) the Supplier does not provide a Rectification Plan within 10 working days of the request;
(d) there is any material Default of the Contract;
(e) there is any material Default of any Joint Controller Agreement relating to any Contract;
(f) there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
(g) there is a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management);
(h) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
(i) if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or
(j) the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.

10.4.2 CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.

10.4.3 If any of the following non-fault based events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

(a) the Relevant Authority rejects a Rectification Plan;
(b) there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);
(c) if there is a declaration of ineffectiveness in respect of any Variation; or
(d) the events in 73 (1) (a) of the Regulations happen.

10.5 When the supplier can end the contract

The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

10.6 What happens if the contract ends

10.6.1 Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:

(a) The Buyer's payment obligations under the terminated Contract stop immediately.
(b) Accumulated rights of the Parties are not affected.
(c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.
(d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
(e) The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.
(f) The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

10.6.2 In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

10.6.3 In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates a Call-Off Contract under Clause 10.5:

(a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
(b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.

10.6.4 In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.

10.6.5 The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.7 Partially ending and suspending the contract

10.7.1 Where CCS has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during

this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.

10.7.2 Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.

10.7.3 Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.

10.7.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

10.7.5 The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Supplier may not either:

(a) reject the Variation; or
(b) increase the Charges, except where the right to partial termination is under Clause 10.2.

10.7.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.

10.8 When subcontracts can be ended

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

(a) there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;
(b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or
(c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority.

11. How much you can be held responsible for

11.1 Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £1,000,000.

11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form.

11.3 No Party is liable to the other for:

(a) any indirect Losses; or
(b) Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:

(a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
(b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
(c) any liability that cannot be excluded or limited by Law;
(d) its obligation to pay the required Management Charge or Default Management Charge.

11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Call-Off Schedule 2 (Staff Transfer) of a Contract.

11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.

11.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.

11.8 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:

(a) Deductions; and
(b) any items specified in Clauses 11.5 or 11.6.

11.9 If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

12. Obeying the law

12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).

12.2 To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.

12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

14. Data protection

14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).

14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.

14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.

14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.

14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:

(a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
(b) restore the Government Data itself or using a third party.

14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.

14.8 The Supplier:

(a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
(b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
(c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
(d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and
(e) indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1 Each Party must:

(a) keep all Confidential Information it receives confidential and secure;
(b) except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
(c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

(a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
(b) if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
(c) if the information was given to it by a third party without obligation of confidentiality;
(d) if the information was in the public domain at the time of the disclosure;
(e) if the information was independently developed without access to the Disclosing Party's Confidential Information;
(f) on a confidential basis, to its auditors;
(g) on a confidential basis, to its professional advisers on a need-to-know basis; or
(h) to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the

Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

15.3 In spite of Clause 15.1, the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

15.4 In spite of Clause 15.1, CCS or the Buyer may disclose Confidential Information in any of the following cases:

(a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
(b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;
(c) if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
(d) where requested by Parliament; or
(e) under Clauses 4.8 and 16.

15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.

15.6 Transparency Information is not Confidential Information.

15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.

16.2 Within five (5) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:

(a) publish the Transparency Information;
(b) comply with any Freedom of Information Act (FOIA) request; and/or
(c) comply with any Environmental Information Regulations (EIR) request.

16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

17. Invalid parts of the contract

If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it is valid or enforceable.

18. No other terms apply

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

19. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20. Circumstances beyond your control

20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:

(a) provides a Force Majeure Notice to the other Party; and
(b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

20.2 Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

21. Relationships created by the contract

No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22. Giving up contract rights

A partial or full waiver or relaxation of the terms of a Contract is only valid if it is stated to be a waiver in

writing to the other Party.

23. Transferring responsibilities

23.1 The Supplier cannot assign, novate or transfer a Contract or any part of a Contract without the Relevant Authority's written consent.

23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority.

23.3 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.

23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.

23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

23.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

(a) their name;
(b) the scope of their appointment; and
(c) the duration of their appointment.

24. Changing the contract

24.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.

24.2 The Supplier must provide an Impact Assessment either:

(a) with the Variation Form, where the Supplier requests the Variation; or
(b) within the time limits included in a Variation Form requested by CCS or the Buyer.

24.3 If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:

(a) agree that the Contract continues without the Variation; or
(b) terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of

substantial work being carried out to provide them; or

(c) refer the Dispute to be resolved using Clause 34 (Resolving Disputes).

24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.

24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.

24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:

(a) that the Supplier has kept costs as low as possible, including in Subcontractor costs; and

(b) of how it has affected the Supplier's costs.

24.7 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

24.8 For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

25. How to communicate about the contract

25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.

25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.

25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.

25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Dealing with claims

26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.

26.2 At the Indemnifier's cost the Beneficiary must both:

(a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
(b) give the Indemnifier reasonable assistance with the claim if requested.

26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.

26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.

26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.

26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

(a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
(b) the amount the Indemnifier paid the Beneficiary for the Claim.

27. Preventing fraud, bribery and corruption

27.1 The Supplier must not during any Contract Period:

(a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
(b) do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

27.2 The Supplier must during the Contract Period:

(a) create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
(b) keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request; and
(c) if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

27.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

(a) been investigated or prosecuted for an alleged Prohibited Act;
(b) been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
(c) received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
(d) suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.

27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

27.5 In any notice the Supplier gives under Clause 27.3 it must specify the:

(a) Prohibited Act;
(b) identity of the Party who it thinks has committed the Prohibited Act; and
(c) action it has decided to take.

28. Equality, diversity and human rights

28.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

(a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and

(b) any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law.

28.2 The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

29. Health and safety

29.1 The Supplier must perform its obligations meeting the requirements of:

(a) all applicable Law regarding health and safety; and
(b) the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.

29.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Buyer Premises that relate to the performance of a Contract.

30. Environment

30.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

30.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

31. Tax

31.1 The Supplier must not breach any Tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor Tax or social security contribution.

31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:

(a) the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
(b) other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may

reasonably need.

31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:

(a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
(b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

(a) the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
(b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
(c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and
(d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Conflict of interest

32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.

32.3 CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

33. Reporting a breach of the contract

33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:

(a) Law;
(b) Clause 12.1; or
(c) Clauses 27 to 32.

33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

34. Resolving disputes

34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.

34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either (Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.

34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

(a) determine the Dispute;
(b) grant interim remedies; and/or
(c) grant any other provisional or protective relief.

34.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.

34.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

35. Which law applies

This Contract and any Disputes arising out of, or connected to it, are governed by English law.

Joint Schedule 1 (Definitions)

1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.

1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

1.3 In each Contract, unless the context otherwise requires:

1.3.1 the singular includes the plural and vice versa;

1.3.2 reference to a gender includes the other gender and the neuter;

1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;

1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;

1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";

1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;

1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;

1.3.8 references to **"Clauses"** and **"Schedules"** are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;

1.3.9 references to **"Paragraphs"** are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;

1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;

1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;

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

1.3.13 any reference in a Contract which immediately before Exit Day was a reference to (as it has effect from time to time):

(a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

(b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred; and

1.3.14 unless otherwise provided, references to "**Buyer**" shall be construed as including Exempt Buyers; and

1.3.15 unless otherwise provided, references to "**Call-Off Contract**" and "**Contract**" shall be construed as including Exempt Call-off Contracts.

1.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

"2013 Regulations"	has the meaning given in Paragraph 1 of Annex D3 of Call-Off Schedule 2 (Staff Transfer);
"Access Permission"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"Accounting Reference Date"	in each year the date to which the Supplier prepares its annual audited financial statements;
"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "**Achieved**", "**Achieving**" and "**Achievement**" shall be construed accordingly;
"Actual Costs"	has the meaning given in Paragraph 1 of Call-Off Schedule 5 (Pricing Details);
"Actuary"	has the meaning given in Paragraph 1 of Part D of Call-Off Schedule 2 (Staff Transfer);

"Additional Insurances"	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees;
"Administration"	means the administrative receivership of a company under the management of an administrator under the Insolvency Act 1986 (as amended);
"Administering Buyer"	has the meaning given to it in Paragraph 1 of Annex D3 of Call-Off Schedule 2 (Staff Transfer);
"Admission Agreement"	has the meaning given in Paragraph 1 of Part D of Call-Off Schedule 2 (Staff Transfer);
"Affected Employee"	has the meaning given in Paragraph 1 of Call-Off Schedule 29 (Redundancy Surcharge);
"Affected Party"	the Party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Annex"	extra information which supports a Schedule;
"Annual Savings Payment"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"Approval"	the prior written consent of the Buyer and "**Approve**" and "**Approved**" shall be construed accordingly;
"Approved Supplier Savings Payment"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);

"Approved Redeployment Costs"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"Approved Relevant Capital Costs"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"Approved Savings Proposal"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"Acquired Rights Directive"	means 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;
"AMAG Symmetry" or "Automatic Door Access Control System"	means door access control system deployed at all the Buyer's Sites upgraded to the SAFE 03
"Annual Pension Cost"	has the meaning given in Paragraph 1 of Call-Off Schedule 28 (TUPE Surcharge);
"Applicable Financial Indicators"	has the meaning given in Paragraph 1 of Joint Schedule 7 (Financial Difficulties);
"Apprentices"	means people given practical training with study in the form of an apprenticeship which is organised through the National Apprenticeship Service;
"Appropriate"	means the cost would be expected to be incurred in the conduct of delivering the service in question and should be able to withstand public scrutiny.
"Approval"	means the prior written consent of the Buyer including consent provided by email by the Buyer's Representative;
"Artificial Intelligence" or "AI"	has the meaning given in Paragraph 1 of Call-Off Schedule 6 (ICT Services);

"Asset"	any item or equipment owned by the Buyer which is maintained by the Supplier as part of the required Services;
"Assets Policy"	Proposed costs in 'Assets Policy' category as set out in Attachment 5 (Pricing Matrix Guidance for Bidders);
"Asset Verification"	Is the process that the Supplier undertakes to verify the Assets as detailed in Call-Off Schedule 20 (Specification);
"Asset Verification Audit"	· An Audit on the due diligence data provided by the Buyer to ensure potential errors, inaccuracies or omissions in the Asset Data are identified and included in the Asset Verification Report;
"Asset Verification Report"	Is the report that the Supplier will produce to detail the findings and remedial action required to address any errors, inaccuracies or omissions identified in the "Asset Verification Audit" where revisions to the "Asset" information may, where agreed with the Buyer, necessitate revisions to the "Services" and/or "Charges" to ensure compliance with the Buyer's statutory and/or insurance obligations;
"Asset Verification Rectification Plan"	A plan produced by the Supplier once the content of the Asset Verification Report has been agreed by the Buyer, that will include rectifications and the costs associated with the Delivery of the PPM and reactive maintenance works;
"Asset Verification Non Compliance Report"	Asset Verification Non-Compliance Report is the report produced that shall include written evidence of findings, photographs, recommendations and associated costs to the Buyer to rectify the risks of non-compliance;
"Attributable"	Means the cost is incurred in fulfilment of the Service.
"At Risk %"	has the meaning given in Paragraph 1 of Call-Off Schedule 14 (Key Performance Indicators);
"At Risk Amount"	has the meaning given in Paragraph 1 of Call-Off Schedule 14 (Key Performance Indicators);
"Audit"	the Relevant Buyer's right to: verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract); verify the costs of the Supplier (including the costs of all Subcontractors

	and any third party Suppliers) in connection with the provision of the Deliverables; verify the Open Book Data; verify the Supplier's and each Subcontractor's compliance with the Contract and applicable Law; identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations; identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract; carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts; enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or verify the accuracy and completeness of any: Management Information delivered or required by the Framework Contract; or
"Auditor"	a) the Relevant Buyer's internal and external auditors; b) the Relevant Buyer's statutory or regulatory auditors; c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d) HM Treasury or the Cabinet Office; e) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and

	successors or assigns of any of the above;

"Authority"	CCS and DWP
“Authority Assets”	means any Authority Devices and Authority Data;
“Authority/Buyer Data”	means the data, guidance, specifications, instructions, toolkits, plans, databases, patents, patterns, models, design, 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: - (i) supplied to the Contractor by or on behalf of the Authority; or (ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract;
“Authority Device”	means any asset that provides an ICT (Information and Communications Technology) function and is used by the Authority to conduct its business and operations;
“Authority’s Premises”	means any premises owned by the Authority or for which the Authority has legal responsibility;
“Authority’s Representative”	means the representative(s) of the Authority authorised to act on behalf of the Secretary of State for Work and Pensions on all matters relating to the Contract and shall be the person(s) named in Attachment 5 Order Form ‘BUYERS AUTHORISED REPRESENTATIVE’;
“Authority’s Security Requirements”	means the Authority’s security requirements set out in the Contract which include the requirements set out in Call-Off Schedule 9 (Security);
Authority Supply Chain Contract	means a contract between the Authority and the relevant Authority Supply Chain Member and references to Authority Supply Chain Contracts shall be construed accordingly;

"Authority Supply Chain Members"	means the principal suppliers to the Authority notified to the Contractor from time to time and/or of which the Contractor should have been aware, including the Security Services Provider;
"Authority's Systems Environment"	means all of the Authority's ICT systems which are or may be used for the provision of the Services;

"Award Form"	the document outlining the Incorporated Terms and crucial information required for the Contract, to be executed by the Supplier and the Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Bank of England"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"Baseline Monthly Payment"	means the payment payable in respect of a Service Month as set by reference to the Pricing Matrix;
"Baseline Security Requirements"	has the meaning given in Paragraph 1 of Call-Off Schedule 13 (Mobilisation Plan and Testing);
"Benchmark Report"	has the meaning given in Paragraph 1 of Call-Off Schedule 16 (Benchmarking);
"Benchmark Review"	has the meaning given in Paragraph 1 of Call-Off Schedule 16 (Benchmarking);
"Benchmarked Deliverables"	has the meaning given in Paragraph 1 of Call-Off Schedule 16 (Benchmarking);

"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under a Core Terms Contract;
"Best Value Direction"	has the meaning given in Paragraph 1 of Part D of Call-Off Schedule 2 (Staff Transfer);
"Beyond Economic Repair"	means when the cost of repairing and/or maintaining an Asset outweighs the cost of replacing it and is likely to increase the risk of unplanned downtime or pose potential health and safety risks
"Billable Works"	has the meaning given in Paragraph 1 of Call-Off Schedule 25 (Billable Works and Projects);
"Billable Works Charges"	has the meaning given in Paragraph 1 of Call-Off Schedule 25 (Billable Works and Projects);
"Billable Works' (Work Package K) Worksheet Guidance"	As set out in Attachment 5 (Pricing Matrix Guidance for Bidders);
"Billable Works and Approval Process"	means the process described in Call-Off Schedule 25 (Billable Works and Projects);
"Billable Works Management Uplift Percentage"	The % applied to the cost of the Billable Works as set out in the Pricing Matrix, to cover overhead costs as detailed in Call-Off Schedule 25 (Billable Works and Projects);
"Billable Works Rebate"	has the meaning given in Paragraph 1 of Call-Off Schedule 5 (Pricing Details);
"Billable Works Rebate Proposal"	has the meaning given in Paragraph 1 of Call-Off Schedule 5 (Pricing Details);
"Black and Minority Ethnic"	means a person who identifies themselves as being of non- white descent;
"Board"	has the meaning given in Paragraph 1 of Joint Schedule 7 (Financial Difficulties);

"Board Confirmation"	has the meaning given in Paragraph 1 of Joint Schedule 7 (Financial Difficulties);
"Body Worn Camera" or "BWC"	means visible recording devices provided by the Security Guarding Supplier which should be suitably attached to a Security Officer for daily use across all environments where required by the Buyer and used to capture video and audio evidence when Security Officers are on duty and/or attending an incident and "**Body Worn Cameras**" shall be construed accordingly;
"Breach of Security"	means the occurrence of: (a) any unauthorised access to or use of, or the existence of any Malware in, any part of the ICT Environment or the Operating Environment; (b) any unauthorised access or damage to, or use, loss, deletion, destruction, creation, assimilation, or publication of information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Call-Off Contract; and/or (c) the loss and/or unauthorised disclosure of any information or data (including any Confidential Information and any Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Call-Off Contract. in either case as more particularly set out in the security requirements in the Security Policies and Standards;
"Business Critical Events"	means any event: (i) described as such in the Order Form; (ii) which relates to the immediate security or health and safety of Buyer Premises; or which triggers the invocation of the Business Continuity and Disaster Recovery Plan;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;

"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Buyer's CAFM System"	has the meaning given in Call-Off Schedule 20 (Specification);
"Buyer Cause"	any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier;
"Buyer Critical Milestone"	has the meaning given in Paragraph 1 of Call-Off Schedule 13 (Mobilisation Plan and Testing);
"Buyer's Customer"	means people who visit Buyer Premises in order to access the Buyer's Services;
"Buyer Equipment"	any Buyer Assets at any Site on the Start Date;
"Buyer Final Account Balance"	has the meaning given in Paragraph 1 of Call-Off Schedule 5 (Pricing Details);
"Buyer Policies"	has the meaning given in Paragraph 1 of Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights);
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Buyer Responsibility"	has the meaning given in Paragraph 1 of Call-Off Schedule 13 (Mobilisation Plan and Testing);
"Buyer Responsibility"	has the meaning given in Paragraph 1 of Call-Off Schedule 13 (Mobilisation Plan and Testing);

"Buyer Savings Liabilities"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"Buyer Savings Statement"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"Buyer Security Representative"	has the meaning given in Paragraph 1 of Call-Off Schedule 9 (Security);
"Buyer Software"	has the meaning given in Paragraph 1 of Call-Off Schedule 6 (ICT Services);
"Buyer Stakeholders"	has the meaning given in Paragraph 1 of Call-Off Schedule 13 (Mobilisation Plan and Testing);
"Buyer Supply Chain Contracts"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"Buyer Supply Chain Members"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"Buyer Visitors"	those individuals visiting the Buyer's Premise as agreed by an authorised member of Buyer's Personnel. This shall not include Buyer's Customers;
"Buyer Third Parties"	any third party Supplier providing Deliverables to the Buyer;

"Bribery Act 2010"	means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;
"Broadly Comparable"	has the meaning given in Paragraph 1 of Part D of Call-Off Schedule 2 (Staff Transfer);
"Bronze Contract"	A Call-Off Contract categorised as a Bronze contract using the Cabinet Office Contract Tiering Tool;
"BSCM"	Buyer Supply Chain Members or BSCMs are the service providers and the principal suppliers to the Buyer of the services (including, without limitation):

	- landlord and lease management; - furniture fittings & equipment; - security; - systems and data (integrator); - project works; and such other services relating to the Buyer Premises as the Buyer may identify to the Supplier from time to time; each a "Buyer Supply Chain Member";
"Business Continuity Plan"	means any plan prepared as directed in clause H5.6 (Recovery upon Termination), as may be amended from time to time;
"Buyer Security Requirements"	means the Buyers/Authority's Security Standards published by the Buyer/Authority from time to time and shall include any successor, replacement, or additional Security Standards;
"Buyer System"	has the meaning given in Paragraph 1 of Call-Off Schedule 6 (ICT Services);
"Cabinet Office Markets and Suppliers Team"	has the meaning given in Paragraph 1 of Joint Schedule 7 (Financial Difficulties);
"CAFM System"	has the meaning given in Paragraph 1 of Call-Off Schedule 13 (Mobilisation Plan and Testing);
"Call-Off Contract"	the Contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
"Call-Off Contract Period"	the Contract Period in respect of the Call-Off Contract;

"Call-Off Expiry Date"	the scheduled date of the end of a Call-Off Contract as stated in the Order Form;
"Call-Off Incorporated Terms"	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
"Call-Off Initial Period"	the Initial Period of a Call-Off Contract specified in the Order Form for when the Services commence following the Mobilisation Period;
"Call-Off Optional Extension Period"	such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form;
"Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call- Off Award Procedure);
"Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	the date of a start of a Call-Off Contract as stated in the Order Form;
"Call-Off Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
"Carbon Reduction Plan"	a plan which contains the details of emissions across a single year against a range of emissions sources and greenhouse gasses, as per PPN 06/21.
"Category"	has the meaning given in Paragraph 1 of Call-Off Schedule 5 (Pricing Details);

"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
"Central Government Body"	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: Government Department; Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); Non-Ministerial Department; or Executive Agency;
"Chairperson"	has the meaning given in Paragraph 1 of Call-Off Schedule 15 (Call-Off Contract Management);
"Change Communication"	means any Operational Change Request, Operational Change Confirmation, Change Request, Impact Assessment, Change Authorisation Note or other communication sent or which must be sent pursuant to the Change Control Procedure;
"Change Control Procedure"	means the procedure for proposing a Contract Change, as set out in Core Terms 24 (Changing the Contract);
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;

"Change Management Log"	means a document that is used in managing and controlling the changes that arise during the project planning, implementation and review;
"Change Request"	means a written request for a Contract Change which includes the information as specified in the form of Appendix of Joint Schedule 2 (Variation Form).
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
"CHECK"	has the meaning given in Paragraph 1 of Call-Off Schedule 9 (Security);
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under a Core Terms Contract;
"Commencement Date"	means the date on which this Contract is signed/sealed;
"Commercial Off the shelf Software" or "(COTS)"	has the meaning given in Paragraph 1 of Call-Off Schedule 6 (ICT Services);
"Commercially Sensitive Information"	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss;
"Commercially Sensitive Information Schedule"	means Joint Schedule 4, containing a list of the Commercially Sensitive Information provided by the Contractor;
"Comparable Prices"	has the meaning given in Paragraph 1 of Call-Off Schedule 16 (Benchmarking);

"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Comparison Group"	has the meaning given in Paragraph 1 of Call-Off Schedule 16 (Benchmarking);
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Component"	has the meaning given in Paragraph 1 of Annex 2 (Testing) to Call-Off Schedule 13 (Mobilisation Plan and Testing);
"Condition Survey"	means a formal periodic survey carried out by the Supplier on the Buyer's systems, Assets and building fabric, performed annually (or as otherwise specified by the Buyer);
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and Suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as **"confidential"**) or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Continuous Improvement"	is an ongoing effort to improve products, services or processes;
"Contract"	either the Framework Contract or the Call-Off Contract, as the context requires;

“Contract Change”	means any change to this Contract other than an Operational Change, including, for the avoidance of doubt, the Services, any restatement, and any supplement to the Contract;
"Contracts Finder"	the Government’s publishing portal for public sector procurement opportunities and contract data;
“Contract Management”	is the process that ensures Suppliers adhere to their agreed contractual obligations along with negotiating any future changes that need to take place;
“Contract Management (Work Package A) Worksheet Guidance”	As set out in Attachment 5 (Pricing Matrix Guidance for Bidders);
"Contract Period"	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: a) applicable Start Date; or the Effective Date up to and including the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
“Contract Year Maximum Price”	has the meaning given in Paragraph 1 of Call-Off Schedule 5 (Pricing Details);
“Contract Year Target Price”	has the meaning given in Paragraph 1 of Call-Off Schedule 5 (Pricing Details);
“Control Centre”	Index of the twenty two worksheets within the workbook ‘Pricing Matrix’. As set out in Attachment 5 Pricing Matrix Guidance for Bidders;
“Core Charges”	has the meaning given in Paragraph 1 of Call-Off Schedule 5 (Pricing Details);

"Corporate Overheads"	has the meaning given in Paragraph 1 of Call-Off Schedule 5 (Pricing Details);
"Central Government Body"	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or Executive Agency;
"Contract Year"	at the start of the Call-Off Initial Period, a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "**Controlled**" shall be construed accordingly;
"Contracting Body" or "Contracting Bodies"	means the Department for Work and Pensions and any contracting body described in the published advert using the Find a Tender service with reference number 2022/S 000- 013685;
"Contractor Guidance"	means the instructions and recommended practices, including any instructions of an operational nature, and/or relating to Sustainable Development and promotion of race equality and non-discrimination, copies of which have been provided by the Buyer to the Contractor prior to the Commencement Date, and any other instructions and recommended practices notified by the Buyer to the Contractor from time to time;
"Contractor's Final Personnel List"	means a list provided by the Contractor of all those persons who will transfer under the TUPE Regulations on the Service Transfer Date;
"Contractor's Provisional Personnel List"	means a list prepared and updated by the Contractor of all those persons 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 Contractor;

"Contractor Related Party"	means all Staff, any Affiliate of the Contractor and any directors, officer's employees, agents, consultants, and contractors of such Affiliates;
"Contractor's Systems Environment"	means any ICT systems provided by the Contractor (and any Sub-contractor) which are or may be used for the provision of the Services;
"Contract Period"	means the period from the Commencement Date to: - a) the date of expiry set out in Clause 10.1 of the Core Terms (Contract Period), or b) following an extension pursuant to Clause 10.1 of the Core Terms (Contract Period), the date of expiry of the extended period, or such earlier date of termination in accordance with the Law or the provisions of the Contract;
"Contract Price"	means the price (exclusive of any applicable VAT), payable to the Contractor by the Buyer under the Contract, as set out in 'Core Terms 4. (Pricing and Payments), Order Form (Attachment 5-Call Off Charges) for the full and proper performance by the Contractor of its obligations under the Contract;
"Controller"	has the meaning given to it in the UK GDPR;
"Core Terms"	CCS' terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
"Corporate Overhead"	means those amounts which are intended to recover a proportion of the Supplier's or the Key Sub-Contractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Personnel and accordingly included within limb (a) of the definition of "Costs"; Corporate Overhead is captured at Framework level in the form of a percentage uplift, and forms part of the price evaluation. At Further Competition the Framework rates are used as maximum rates, and bidders are invited to reduce the rates for each specific Further Competition.

"Corporate Social Responsibility Reports"	has the meaning given in Paragraph 1 of Joint Schedule 5 (Corporate Social Responsibility);
"Cost of Change"	has the meaning given in Paragraph 1 of Call-Off Schedule 28 (TUPE Surcharge);
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer; b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets; c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in

	delivering any Deliverables; but excluding: e) Overhead; f) financing or similar costs; maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise; h) taxation; i) fines and penalties; j) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
"Credit Rating Threshold"	has the meaning given to it in the Framework Award Form or Order Form or Joint Schedule 7 (Financial Difficulties), as the context requires;
"Critical Path Milestone"	has the meaning given in Paragraph 1 of Call-Off Schedule 13 (Mobilisation Plan and Testing);
"Critical Path Milestone Cap"	has the meaning given in Paragraph 1 of Call-Off Schedule 13 (Mobilisation Plan and Testing);
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contract Rights of Third Parties Act 1999;

"CSI Programme"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"CSPS"	has the meaning given in Paragraph 1 of Part D and Paragraph 1 of Annex D1 of Call-Off Schedule 2 (Staff Transfer);
"CPSP Admission Agreement"	has the meaning given in Paragraph 1 of Annex D1 of Call-Off Schedule 2 (Staff Transfer);
"CSPS Eligible Employee"	has the meaning given in Paragraph 1 of Annex D1 of Call-Off Schedule 2 (Staff Transfer);
"CSPS Fair Deal Employee"	has the meaning given in Paragraph 1 of Annex D1 of Call-Off Schedule 2 (Staff Transfer);
"Cutover"	has the meaning given in Paragraph 1 of Call-Off Schedule 13 (Mobilisation Plan and Testing);
"Cutover Deliverable"	has the meaning given in Paragraph 1 of Call-Off Schedule 13 (Mobilisation Plan and Testing);
"Cutover Deliver Team"	has the meaning given in Paragraph 1 of Call-Off Schedule 13 (Mobilisation Plan and Testing);
"Cutover Task Orders"	has the meaning given in Paragraph 1 of Call-Off Schedule 13 (Mobilisation Plan and Testing);
"Cyber Security Information Sharing Partnership" or "CiSP"	Means the Cyber-security Information Sharing Partnership (CiSP) a joint industry/government initiative to share cyber threat and vulnerability information in order to increase overall situational awareness of the cyber threat and therefore reduce the impact on UK business;

"Data Controller"	shall have the same meaning as given in Data Protection Legislation;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract and/or actual or potential loss and/or alteration and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Processor"	shall have the same meaning as given in the Data Protection Legislation;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; all applicable Law about the Processing of Personal Data and privacy;
"Data Protection Liability Cap"	the amount specified in the Framework Award Form;
"Data Protection Officer"	has the meaning given to it in the UK GDPR;
"Data Room"	This is a table of all the Buyer's estates Premises landscape and key operational components as set out in Attachment 5 (Pricing Matrix Guidance for Bidders);
"Data Subject"	has the meaning given to it in the UK GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Data Validation Audit"	an audit on the due diligence data provided by the Buyer to ensure that potential errors, inaccuracies or omissions in the Service data issued by the outgoing Supplier are identified;

"Data Validation Report"	is the report that the Supplier will produce to detail the findings and remedial action required to address any errors, inaccuracies or omissions identified in the "Data Validation Audit" where revisions to the Service data may, where agreed with the Buyer, necessitate revisions to the "Services" and/or "Charges" to ensure compliance with the Buyer's statutory and/or insurance obligations;
"Day Rates"	means the daily rate for Staff of each grade as set out in Clause 4.1 of the Core Terms (Pricing and Payments) and Order Form Attachment 5 Call Off Charges;
"Declaration"	Summary of the Contract offer and declaration with active links to each of the twenty-two (22) worksheets. As set out in Attachment 5 (Pricing Matrix Guidance for Bidders);
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Buyer;
"Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
"Defect"	has the meaning given in Paragraph 1 of Call-Off Schedule 6 (ICT Services);
"Delay"	has the meaning given in Paragraph 1 of Call-Off Schedule 13 (Mobilisation Plan and Testing);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Mobilisation Plan;

"Deliverable Change Redundancy Payments"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"Delivery Chance Redundancy Surcharge"	has the meaning given in Paragraph 1 of Call-Off Schedule 29 (Redundancy Surcharge);
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	Delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Mobilisation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "**Deliver**" and "**Delivered**" shall be construed accordingly;
"Directive"	means EC Council Directive 2001/23/EC;
"Disability Confident Employer"	means an employer who has achieved this status through the Disability Confident Scheme and has registered their commitment to recruit and retain Disabled People and people with health conditions;
"Disability Confident Scheme"	is a scheme which aims to help employers make the most of the opportunities provided by employing Disabled People. It is voluntary and has been developed by employers and Disabled People's representatives;
"Disabled Person"	means a person who under Section 6 and Schedule 1 of the Equality Act 2010 has a physical or mental impairment that has a substantial and long-term adverse effect on their ability to do normal daily activities;
"Disallowable Costs"	has the meaning given in Paragraph 1 of Call-Off Schedule 5 (Pricing Details);
"Disaster"	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) for the period specified in the Award Form (for the purposes of this definition the "Disaster Period");

"Direct Award"	means the award of a Contract directly to a Supplier without the need for a Further Competition as per the process detailed in Framework Schedule 7 - Call Off Procedure and Award Criteria;
"Direct Award Process"	the process as described in Framework Schedule 7 – Call Off Procedure and Award Criteria.
"Direction Letter/Determination"	has the meaning given in Paragraph 1 of Part D and Annex D2 of Call-Off Schedule 2 (Staff Transfer);
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential) of the Core Terms;
"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with a Core Terms Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Core Terms Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes) of the Core Terms;
"Documentation"	descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as: would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables is required by the Supplier in order to provide the Deliverables; and/or has been or shall be generated for the purpose of providing the Deliverables;
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of Tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on

	those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	the Data Protection Act 2018;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Buyer prior to the Start Date;
"Duplicate Costs"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"Duplicate Costs Meeting"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"Duplicate Costs Notice"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"Duplicate Costs to be Removed"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"Early Retirement Right"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"Earn Back Amount"	is the earn back amount as calculated in accordance with Call-Off Schedule 14 (Key Performance Indicators);
"EEA"	means the European Economic Area;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Electronic Invoice"	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission

	Implementing Decision (EU) 2017/1870;
"Electronic Reverse Auction"	an auction, where Suppliers compete in real time by bidding as the auction unfolds as described within Framework Schedule 7 - Call Off Award Procedure;
"Eligible Employee"	means any Fair Deal Employee who at the relevant time is an eligible employee as defined in the Admission Agreement;
"Emergency ICT Maintenance"	has the meaning given in Paragraph 1 of Call-Off Schedule 6 (ICT Services);
"Employee Information"	has the meaning given in Paragraph 1 of Call-Off Schedule 28 (TUPE Surcharge);
"Employee Liability"	has the meaning given in Paragraph 1 of Call-Off Schedule 2 (Staff Transfer);
"Employer Pension Contribution"	has the meaning given in Paragraph 1 of Call-Off Schedule 28 (TUPE Surcharge);
"Employer Pension Contribution Cap"	has the meaning given in Paragraph 1 of Call-Off Schedule 28 (TUPE Surcharge);
"Employment Allowance"	has the meaning given in Paragraph 1 of Call-Off Schedule 5 (Pricing Details);
"Employment Costs"	has the meaning given in Paragraph 1 of Call-Off Schedule 28 (TUPE Surcharge);
"Employment Experience"	means an opportunity for an unemployed person to undertake unpaid work for an employer, to provide an understanding of a working environment and develop employment related skills. Employment experience opportunities must not replace paid jobs in the organisation;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;

"End Date"	the earlier of: a) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Core Term Clause 10.1.2 (Contract Period); or if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"Environmental Information Regulations"	means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Equipment"	means the equipment, materials, property, other than real property, and such other items as are issued or made available to the Supplier by the Buyer in connection with the Contract;
"Equivalent Data"	has the meaning given in Paragraph 1 of Call-Off Schedule 16 (Benchmarking);
'Error Checks'	A tool that checks key areas of the workbook for errors. As set out in Attachment 5 (Pricing Matrix Guidance for Bidders);
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;
"Estimated Yearly Charges"	for the purposes of calculating each Party's annual liability under clause 12.2: i) in the first Contract Year, the Estimated Year 1 Charges; or ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;

"Ethical Wall"	a method of preventing information from being shared or communicated to avoid conflicts of interests within the Supplier's organisation in line with Core Terms Clause 32.1 (Conflict of Interest) and as referenced within Call-Off Schedule 25 (Billable Works and Projects); and "Ethical Walls Agreement" means an ethical wall agreement in a form similar to the draft ethical wall agreement set out at Annex 2 to Call-Off Schedule 10 (Exit Management);
"EU References"	shall have the meaning given in clause A1.2(g)(i) (Definitions and Interpretation);
"Exclusive Assets"	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
"Executive Level Key Account Management Meeting"	has the meaning given in Paragraph 1 of Call-Off Schedule 15 (Call-Off Contract Management);
"Exempt Buyer"	a public sector purchaser that is: a) eligible to use the Framework Contract; b) and is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of: i) the Regulations; ii) the Concession Contracts Regulations 2016 (SI 2016/273); iii) the Utilities Contracts Regulations 2016 (SI 2016/274); iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848); v) the Remedies Directive (2007/66/EC); vi) Directive 2014/23/EU of the European Parliament and Council; vii) Directive 2014/24/EU of the European Parliament and Council; viii) Directive 2014/25/EU of the European Parliament and Council; or Directive 2009/81/EC of the European Parliament and Council;
"Exempt Call-Off Contract"	the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract;

"Exempt Procurement Amendments"	any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Existing Security Contract"	has the meaning given in Paragraph 1 of Call-Off Schedule 13 (Mobilisation Plan and Testing);
"Exit Day"	shall have the meaning in the European Union (Withdrawal) Act 2018;
"Exit Costs"	has the meaning given in Paragraph 1 of Call-Off Schedule 5 (Pricing Details);
"Exit Information"	has the meaning given in Paragraph 1 of Call- Off Schedule 10 (Exit Management);
"Exit Manager"	has the meaning given in Paragraph 1 of Call-Off Schedule 10 (Exit Management);
"Exit Plan"	has the meaning given in Paragraph 1 of Call-Off Schedule 10 (Exit Management);
"Exit Price"	has the meaning given in Paragraph 1 of Call-Off Schedule 5 (Pricing Details);
"Ex-Offenders"	means an individual who has an unspent criminal conviction under The Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (Amendment) England and Wales Order 2013 or The Rehabilitation of Offenders Act 1974 (Exclusions and Exceptions) Scotland Order 2013;
"Expiry Date"	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
"Expression of Interest or EOI"	the notification given by the Supplier to the Buyer, expressing their interest in an upcoming opportunity;

"Extension Period"	the Call-Off Optional Extension Period;
"Fair Deal Eligible Employees"	has the meaning given in Paragraph 1 of Part D of Call-Off Schedule 2 (Staff Transfer);
"Fair Deal Employees"	means those Transferring Employees who are on the Relevant Transfer Date entitled to the protection of New Fair Deal or become entitled to the protection of New Fair Deal on the Relevant Transfer Date by virtue of having originally transferred pursuant to a Relevant Transfer under the TUPE Regulations (or the predecessor legislation) from employment with a public sector employer and who were once eligible to participate in the Schemes;
"FDE Group"	has the meaning given in Paragraph 1 of Joint Schedule 7 (Financial Difficulties);
"Final Reconciliation Report"	has the meaning given in Paragraph 1 of Call-Off Schedule 5 (Pricing Details);
"Financial Distress Event"	has the meaning given in Paragraph 1 of Joint Schedule 7 (Financial Difficulties);
"Financial Distress Remediation Plan"	has the meaning given in Paragraph 1 of Joint Schedule 7 (Financial Difficulties);
"Final Reconciliation Report"	has the meaning given in Paragraph 1 of Call-Off Schedule 5 (Pricing Details);
"Financial Distress Event"	has the meaning given in Paragraph 1 of Joint Schedule 7 (Financial Difficulties);
"Financial Distress Remediation Plan"	has the meaning given in Paragraph 1 of Joint Schedule 7 (Financial Difficulties);
"Financial Indicators"	has the meaning given in Paragraph 1 of Joint Schedule 7 (Financial Difficulties);
"Financial Reports"	a report by the Supplier to the Buyer that: a) provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;

	b) provides a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Buyer); c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Start Date for the purposes of the Contract; and is certified by the Supplier's Chief Financial Officer or Director of Finance;
"Financial Representative"	a reasonably skilled and experienced member of the Supplier Staff who has specific responsibility for preparing, maintaining, facilitating access to, discussing and explaining the records and accounts of everything to do with the Contract (as referred to in Clause 6), Financial Reports and Open Book Data;
"Financial Target Thresholds"	has the meaning given in Paragraph 1 of Joint Schedule 7 (Financial Difficulties);
"Find a Tender"	means the UK government's procurement advertising service found at the URL: www.find-tender.service.gov.uk;
"Fixed Fee Pricing Matrix"	the spreadsheet setting out details of the Fixed Fee prices which is set out in the Order Form and will be provided by the Buyer at Further Competition
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non- happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including: a) riots, civil commotion, war or armed conflict; b) acts of terrorism; c) acts of government, local government or regulatory bodies; d) fire, flood, storm or earthquake or other natural disaster, but excluding any industrial dispute relating to the Supplier, the

	Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Former Supplier"	has the meaning given in Paragraph 1 of Call-Off Schedule 2 (Staff Transfer);
"Forward Maintenance Register"	a schedule of equipment showing its life expectancy, repair and replacement costs based on location, environmental conditions, level of maintenance and operational hours to inform a phased replacement programme. It is sometimes known as a PPM survey and is a register identifying and prioritising short, medium and long term maintenance requirements and renewal works activities over the course of the maintenance contract, including any hand back obligations where necessary;
"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
"Framework Contract"	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the notice published on the Find a Tender Service;
"Framework Contract Period"	the period from the Framework Start Date until the End Date of the Framework Contract;
"Framework Expiry Date"	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Initial Period"	the initial term of the Framework Contract as specified in the Framework Award Form;
"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);

"Framework Quarterly Performance Indicator Submission Form"	is the form Suppliers will complete on a quarterly basis reporting on Social Value activities as set out in Table B in Joint Schedule 5 (Corporate and Social Responsibility)
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Tender Response"	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);
"Fraud"	means any offence under Law or common law creating offences in respect of fraudulent acts, fraudulent acts in relation to the Contract, defrauding or attempting to defraud or conspiring to defraud the Crown;
"Fund"	has the meaning given to it in Paragraph 1 of Annex D3 of Call-Off Schedule 2 (Staff Transfer);
"Fund Actuary"	has the meaning given in Paragraph 1 of Annex D3 of Call-Off Schedule 2 (Staff Transfer);
"Further Competition Procedure"	the Further Competition Procedure described in Framework Schedule 7 (Call-Off Award Procedure);
"Further Competition"	means a competition carried out in accordance with the Further Competition Procedure detailed within Framework Schedule 7(Call Off Award Procedure);
"Further Competition Award Criteria"	means the criteria as defined in Annex B of Framework Schedule 7 (Call Off Award Procedure);
"Further Competition Mobilisation Cost"	Further Competition Mobilisation Cost is priced, competed and evaluated at Further Competition There is a Buyer option to select the payment term – milestone payments, single payment on completion of Mobilisation, payment during first (1st) twelve (12) Months of Contract, or payment through the entire Contract including an amortisation percentage uplift. The standard Mobilisation term is six (6) Months but is defined at Further Competition stage;

"UK GDPR"	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
"Gainshare"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"General Anti-Abuse Rule"	a) the legislation in Part 5 of the Finance Act 2013 and; any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Geographical Boundary"	means the geographical boundary coverage areas provided as part of the Framework Tender Response (as amended by paragraph 9 of Framework Schedule 4 (Framework Management)), using the relevant boundary codes as stated on https://www.ons.gov.uk/methodology/geography/ukgeographies/eurostat  *1Geographical Boundaries V1 (1).xls*
"Gold Contract"	A Call-Off Contract categorised as a Gold Contract using the Cabinet Office Contract Tiering Tool.
"Goods"	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Good Security Practice"	has the meaning given in Paragraph 1 of Call-Off Schedule 9 (Security);

"Good Value"	has the meaning given in Paragraph 1 of Call-Off Schedule 16 (Benchmarking);
"Governance Plan"	has the meaning given in Paragraph 1 of Call-Off Schedule 13 (Mobilisation Plan and Testing);
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Apprenticeship Programme"	means training which is funded by the Government via the National Apprenticeship Service;
"Government Buying Standards"	means product specifications in line with the European Commission's Green Public Procurement initiative. The current Government Buying Standards are owned by DEFRA;
"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government- procurement-card--2;
"Government Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or the Supplier is required to generate, process, store or transmit pursuant to a Contract;
"Greening Government Commitments"	means the UK policy commitments to greening operations and procurement set by the Department for the Environment, Food and Rural Affairs (DEFRA);
"Guarantee"	has the meaning given in Paragraph 1 of Joint Schedule 8 (Guarantee);
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;

“Guarding Supplier”	The Buyers supply providing all Security Guarding Services including Keyholding services;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
“Hardware”	has the meaning given in Paragraph 1 of Call-Off Schedule 6 (ICT Services);
“Health Assessment Centre”	means an external service provided by the Health Assessment Advisory Service on behalf of the DWP;
“Helpdesk”	Proposed FTE staff plus other direct costs to deliver the indicative work order and Inbound call volumes specified as set out in Attachment 5 (Pricing Matrix Guidance for Bidders);
"HMRC"	Her Majesty’s Revenue and Customs;
“Information and Communication Technology” or “ICT”	has the meaning given in Paragraph 1 of Call-Off Schedule 6 (ICT Services);
“ICT Deliverables”	has the meaning given in Paragraph 1 of Call-Off Schedule 6 (ICT Services);
“ICT Environment”	has the meaning given in Paragraph 1 of Call-Off Schedule 6 (ICT Services);
“ICT Maintenance”	has the meaning given in Paragraph 1 of Call-Off Schedule 6 (ICT Services);
“ICT Maintenance Schedule”	has the meaning given in Paragraph 1 of Call-Off Schedule 6 (ICT Services);
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;

"Identified Authority Supply Chain Contracts"	has the meaning given in Paragraph 1 of Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights);
"Impact Assessment"	an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including: a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or d) expenditure required by either Party and any alteration to the working practices of either Party; e) a timetable for the implementation; f) together with any proposals for the testing of the Variation; and such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Schedule 8 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"In Hours"	inside the hours of business of the Buyer at each Buyer Premises as defined by the Buyer at Further Competition
"Incumbent Supplier"	is the Supplier already engaged by the customer to provide the Services which are to be provided by the Supplier on the commencement of the contract for Services;
"Incumbent Supplier System"	has the meaning given in Paragraph 1 of Call-Off Schedule 6 (ICT Services);
"Incorporated Terms"	the contractual terms applicable to the Contract specified in the Award Form;
"Inclusive Repair Threshold"	means the financial threshold (excluding Overhead and Profit) as specified in the Order Form, under which the costs of individual Reactive Maintenance Works are included in the Baseline Monthly

	Payment and which it shall apply per event and not, for example, per trade;
"Indemnified Redundancy Costs"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "**Independent Controller**" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with Framework and the relevant Order Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Security"	the practice of preventing unauthorized access, use, disclosure, disruption, modification, inspection, recording or destruction of information. Information can be physical or electronic one;
"Information Security Manager"	has the meaning given in Paragraph 1 of Call-Off Schedule 9 (Security);
"Information Security Questionnaire"	has the meaning given in Paragraph 1 of Call-Off Schedule 6 (ICT Services);
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Contribution Rate"	has the meaning given in Paragraph 1 of Annex D3 of Call-Off Schedule 2 (Staff Transfer);
"Initial Period"	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;

"Initial Upload Date"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"In-Scope Employee"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"Insolvency Event"	with respect to any person, means: (a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or: (i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986; (b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person; (c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person; (d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days; (e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; (f) where that person is a company, a LLP or a partnership: (i) a petition is presented (which is not dismissed within 14 days

	of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person; (ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person; (iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or (iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;
"Installation Works"	all works which the Supplier is to carry out during the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
"Integrator"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"Integrator Agreement"	means the agreement entered into between The Secretary of State for Work and Pensions and Kellogg Brown & Root Limited dated 18.01.2022, and any successor or replacement agreement;
"Integrator System"	has the meaning given in Paragraph 1 of Call-Off Schedule 6 (ICT Services);
"Integrator Related Party"	has the meaning given in Paragraph 1 of Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights);
"Intellectual Property Rights" or "IPR"	a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trademarks, rights in internet domain names and website addresses and other rights in trade

	or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information; b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and all other rights having equivalent or similar effect in any country or jurisdiction;
"International Organisation"	shall have the same meaning as given in Data Protection Legislation;
"Intervention Period"	has the meaning given in Paragraph 1 of Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights);
"Intervention Trigger Events"	has the meaning given in Paragraph 1 of Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights);
"Investment Programme"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms) and Paragraph 1 of Call-Off Schedule 5 (Pricing Details);
"Investment Programme Affected Deliverables"	has the meaning given in Paragraph 1 of Call-Off Schedule 5 (Pricing Details);
"Investment Programme Costs"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"Investment Programme Impact Assessment"	has the meaning given in Paragraph 1 of Call-Off Schedule 5 (Pricing Details);
"Invitation to Tender"	means the invitation and instructions to tenderers issued by the Authority on;
"Invoicing Address"	the address to which the Supplier shall invoice the Buyer as specified in the Order Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;

"IR35"	the off-payroll rules requiring individuals who work through their company pay the same income tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it- applies;
"ISMS"	has the meaning given in Paragraph 1 of Call-Off Schedule 9 (Security);
"Job Seekers"	means people looking for employment;
"Joint Controller Agreement"	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (Processing Data);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Account Management Meeting"	has the meaning given in Paragraph 1 of Call-Off Schedule 15 (Call-Off Contract Management);
"Key Management System(s)"	Key Management Systems are robust steel cabinets that contains keys, the key management system restricts access to the keys, the key management systems are interfaced to the AMAG Symmetry system enabling remote interface and control by the SCC;
"Key Staff"	the individuals (if any) identified as such in the Order Form;
"Key Personnel"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	any Subcontractor: a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) ten percent (10%) of the aggregate Charges forecast to be payable under the Call-Off Contract,

	and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;
“KEY Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know- how already in the other Party’s possession before the applicable Start Date;
“KPI At Risk Amount”	has the meaning given in Paragraph 1 of Call-Off Schedule 14 (Key Performance Indicators);
"KPI Credits"	means in relation to a KPI in respect of a Service Period, the amount calculated in accordance with Paragraph 3.3 of Part A of this Call-Off Schedule 14 (Key Performance Indicators);
"KPIs"	any key performance indicator applicable to the provision of the Deliverables under the Call-Off Contract (which, where Call-Off Schedule 14 (Key Performance Indicators) is used in this Contract, are referred to in such Schedule);
“KPI Failure”	has the meaning given in Paragraph 1 of Call-Off Schedule 14 (Key Performance Indicators);
“KPI Paymech Model”	has the meaning given in Paragraph 1 of Call-Off Schedule 14 (Key Performance Indicators);
“KPI Performance Measures”	has the meaning given in Paragraph 1 of Call-Off Schedule 14 (Key Performance Indicators);
“Labour Count”	has the meaning given in Paragraph 1 of Call-Off Schedule 28 (TUPE Surcharge);
“Landed Resources”	means when the Contractor or its Sub-contractor causes foreign nationals to be brought to the United Kingdom to provide the Services;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of

	practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"LGPS"	has the meaning given in Paragraph 1 of Annex D3 of Call-Off Schedule 2 (Staff Transfer);
"LGPS Admission Agreement"	has the meaning given in Paragraph 1 of Annex D3 of Call-Off Schedule 2 (Staff Transfer);
"LGPS Admission Body"	has the meaning given in Paragraph 1 of Annex D3 of Call-Off Schedule 2 (Staff Transfer);
"LGPS Eligible Employees"	has the meaning given in Paragraph 1 of Annex D3 of Call-Off Schedule 2 (Staff Transfer);
"LGPS Fair Deal Employees"	has the meaning given in Paragraph 1 of Annex D3 of Call-Off Schedule 2 (Staff Transfer);
"LGPS Regulations"	has the meaning given in Paragraph 1 of Annex D3 of Call-Off Schedule 2 (Staff Transfer);
"Licensed Software"	has the meaning given in Paragraph 1 of Call-Off Schedule 6 (ICT Services);
"Life Chances through Procurement Guidance for DWP Contractors"	means a Guidance document held on GOV.UK explaining DWPs Social Value in Schedule 8 (Life Chances) promoting and encouraging opportunities for certain DWP Priority Groups within their workforce;
"Lone Worker Device" or "LWD"	The Lone Worker Device or LWD is a handheld or pendant mounted device used to summon assistance from the SCC by the Buyer's visiting team when attending the Buyer's customer's homes. The SCC can call assistance from the local Police force where needed;
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "**Loss**" shall be interpreted accordingly;
"Lost Savings"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);

"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Malicious Software"	means 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;
"Malware"	has the meaning given in Paragraph 1 of Call-Off Schedule 6 (ICT Services);
"Management Charge"	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
"Management Information" or "MI"	the management information specified in Framework Schedule 5 (Management Charges and Information);
"Management Overhead"	Management Overhead includes, but is not limited to, activities relating to supervisory/management and administration activities of the service delivery. All the requirements within Work Package A must also be accounted for within Management Overhead. Management Overhead is captured at Framework level in the form of a percentage uplift, and forms part of the price evaluation. At Further Competition the Framework rates are used as maximum rates, and bidders are invited to reduce the rates for each specific Further Competition;
"Management Overheads"	has the meaning given in Paragraph 1 of Call-Off Schedule 5 (Pricing Details);
"Mandatory Wage"	Means either: a) the statutory minimum hourly rate of pay including the National Living Wage and National Minimum Wage as set by the Crown; or in the case of a Call-off Contract the introduction of a requirement by the Buyer that the Supplier pay Supplier Personnel a non-statutory minimum hourly rate of pay;

"Market Testing Proposal"	has the meaning given in Paragraph 1 of Call-Off Schedule 25 (Billable Works and Projects);
"Marketing Contact"	shall be the person identified in the Award Form;
"Material Breach"	means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from: a) a substantial portion of the Contract. b) any of the obligations set out in Core Terms Clause 10.4 (When CCS or the buyer can end a contract) c) any Default which is specified in the Contract as a 'Material Breach' or which may be deemed to be a Material Breach. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding;
"Material Change"	Means a Change which: (a) materially changes the profile of the Charges; or (b) varies the total Charges payable during the Term (as forecast in the latest Financial Model) by: (i) 5% or more; or £1m or more;
"Material KPI Failure"	means a Serious KPI Failure or a Severe KPI Failure;
"Material Test Issue"	has the meaning given in Paragraph 1 of Annex 2 (Testing) to Call-Off Schedule 13 (Mobilisation Plan and Testing);
"Maximum Number of KPI Performance Measures"	has the meaning given in Paragraph 1 of Call-Off Schedule 14 (Key Performance Indicators);
"Maximum Number of SPI Performance Measures"	has the meaning given in Paragraph 1 of Call-Off Schedule 14 (Key Performance Indicators);
"Maximum Price"	has the meaning given in Paragraph 1 of Call-Off Schedule 5 (Pricing Details);
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) Month period;

"MI Failure"	means when an MI report: a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described in the Mobilisation Plan;
"Milestone Completion Date"	has the meaning given in Paragraph 1 of Call-Off Schedule 13 (Mobilisation Plan and Testing);
"Milestone Date"	the target date set out against the relevant Milestone in the Mobilisation Plan by which the Milestone must be Achieved;
"Milestone Deliverable"	has the meaning given in Paragraph 1 of Call-Off Schedule 13 (Mobilisation Plan and Testing);
"Milestone Payment(s)"	has the meaning given in Paragraph 1 of Call-Off Schedule 13 (Mobilisation Plan and Testing);
"Milestone Ref"	means the reference relating to the relevant Milestone in Annex 1a (Buyer Critical Milestones) to Call-Off Schedule 13 (Mobilisation Plan and Testing);
"Milestone Schedule"	has the meaning given in Paragraph 1 of Call-Off Schedule 13 (Mobilisation Plan and Testing);
"Milestone XProtect"	means all Video Management System (VMS) products developed by Milestone Systems, including corporate and expert. The products are designed to centralise and manage video surveillance systems, providing control, monitoring, and recording from multiple cameras in various locations. Milestone XProtect products provide a high level of integration for Internet Protocol (IP) security devices and includes analytics tools and can also support other software products as add-

	on benefits to the core solution.
"Minimum Performance Levels"	means in relation to the Contractor the minimum performance levels to which the Services must be provided as set out in Annex A to Call-Off Schedule 14 (Key Performance Indicators);
"Minimum Service Levels"	means the set of service levels to which the Services must be provided as set out in Annex A to Call-Off Schedule 14 (Key Performance Indicators) and any other Service Levels as notified by the Authority to the Contractor from time to time;
"Minor KPI Failure"	shall be as set out against the relevant Key Performance Indicator in Annex A to Call-Off Schedule 14 (Key Performance Indicators);
"Mobilisation"	has the meaning given in Paragraph 1 of Call-Off Schedule 13 (Mobilisation Plan and Testing);
"Mobilisation Payment"	the Mobilisation period costs linked to the Milestone Payments as set out in Attachment 5 (Pricing Matrix Guidance for Bidders);
"Mobilisation Period"	has the meaning given in Paragraph 1 of Call-Off Schedule 13 (Mobilisation Plan and Testing);
"Mobilisation Plan"	has the meaning given in Paragraph 1 of Call-Off Schedule 13 (Mobilisation Plan and Testing);
"Mobilisation Start Date"	has the meaning given in Paragraph 1 of Call-Off Schedule 13 (Mobilisation Plan and Testing);
"Mobilisation Strategy"	has the meaning given in Paragraph 1 of Call-Off Schedule 13 (Mobilisation Plan and Testing);
"Model Map"	This is a graphical representation of the PM cost work sheets within the model to aid understanding of how the bid is constructed as set out in Attachment 5 (Pricing Matrix Guidance for Bidders);
"Modern Slavery Assessment Toolkit"	has the meaning given in Paragraph 1 of Joint Schedule 5 (Corporate Social Responsibility);
"Monitored Suppliers"	has the meaning given in Paragraph 1 of Joint Schedule 7 (Financial Difficulties);
"11. Monitoring of Systems"	Proposed monitoring cost per Lone Worker Device and by site as specified in the monitoring requirements as set out in Attachment 5

	(Pricing Matrix Guidance for Bidders);
"Monitoring Requirements Schedule"	means the monitoring arrangements more particularly described in Part A (Monitoring Requirements) of Schedule 3;
"Month"	a calendar month and "**Monthly**" shall be interpreted accordingly;
"Monthly Charges"	has the meaning given in Paragraph 1 of Call-Off Schedule 5 (Pricing Details);
"Monthly TUPE Risk Premium"	is the monthly TUPE risk premium payable for the Previous Service Month calculated in accordance with Call-Off Schedule 28 (TUPE Surcharge);
"Multi-Party Dispute"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"Multi-Party Dispute Representatives"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"Multi-Party Dispute Resolution Board"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"Multi Party Dispute Resolution Procedure"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"Multi-Party Procedure Initiation Notice"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"My CSP"	means the body that administers the Schemes and any replacement body from time to time;
"New Fair Deal"	means the revised Fair Deal position set out in HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 including any amendments to that document immediately prior to the Relevant Transfer Date;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);

"National Threat Level"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"NCSC"	means National Cyber Security Centre;
"Net Book Value"	has the meaning given in Paragraph 1 of Call-Off Schedule 10 (Exit Management);
"New Fair Deal"	has the meaning given in Paragraph 1 of Call-Off Schedule 2 (Staff Transfer);
"New IPR"	a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same; but shall not include the Supplier's Existing IPR;
"New Payments Architecture"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"New Release"	has the meaning given in Paragraph 1 of Call-Off Schedule 6 (ICT Services);
"NHS Body"	has the meaning given in Paragraph 1 of Annex D2 of Call-Off Schedule 2 (Staff Transfer);
"NHS Broadly Comparable Employees"	has the meaning given in Paragraph 1 of Annex D2 of Call-Off Schedule 2 (Staff Transfer);
"NHS Pensions"	has the meaning given in Paragraph 1 of Annex D2 of Call-Off Schedule 2 (Staff Transfer);
"NHS Pension Scheme Regulations"	has the meaning given in Paragraph 1 of Annex D2 of Call-Off Schedule 2 (Staff Transfer);
"NHS Premature Retirement Rights"	has the meaning given in Paragraph 1 of Annex D2 of Call-Off Schedule 2 (Staff Transfer);

"NHSPS"	has the meaning given in Paragraph 1 of Annex D2 of Call-Off Schedule 2 (Staff Transfer);
"NHSPS Eligible Employees"	has the meaning given in Paragraph 1 of Annex D2 of Call-Off Schedule 2 (Staff Transfer);
"NHSPS Fair Deal Employees"	has the meaning given in Paragraph 1 of Annex D2 of Call-Off Schedule 2 (Staff Transfer);
"Non-COTS Software"	has the meaning given in Paragraph 1 of Call-Off Schedule 6 (ICT Services);
"Non-Exclusive Assets"	has the meaning given in Paragraph 1 of Call-Off Schedule 10 (Exit Management);
"Notified Sum"	means the amount stated in the Authority's notice in Administration Requirements or in the absence of such notice, the amount stated in the Suppliers application for payment;
"Object Code"	has the meaning given in Paragraph 1 of Call-Off Schedule 6 (ICT Services);
"Occasion of Tax Non–Compliance"	where: a) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti- Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for Tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;
"Old Fair Deal"	has the meaning given in Paragraph 1 of Call-Off Schedule 2 (Staff Transfer);

"Older Worker"	means a person fifty (50) years of age and over;
"Open Book Data"	complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to: a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables; b) operating expenditure relating to the provision of the Deliverables including an analysis showing: i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade; iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and iv) Reimbursable Expenses, if allowed under the Order Form; c) Overheads; d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables; e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis; f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier; g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and the actual Costs profile for each Service Period;
"Open Source Software"	has the meaning given in Paragraph 1 of Call-Off Schedule 6 (ICT Services);
"Operational Change"	means any change in the Contractor's operational procedures which in all respects, when implemented: -

	(i) will not affect the Contract Price and will not result in any other costs to the Authority. (ii) may change the way in which the Services are delivered but will not adversely affect the output of the Services or increase the risks in performing or receiving the Services. (iii) will not adversely affect the interfaces or interoperability of the Services with any of the Authority's Systems Environment; and will not require a change to this Contract;
"Operational Change Confirmation"	means a written response to an Operational Change Request in which the Party that receives the Operational Change Request confirms its agreement to it. The confirmation may be sent by electronic mail or letter;
"Operational Change Request"	means a written request for an Operational Change which may be sent by electronic mail or by letter;
"Operating Environment"	has the meaning given in Paragraph 1 of Call-Off Schedule 6 (ICT Services);
"Order"	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
"Order Form Template"	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
"Other Contracting Authority"	any actual or potential Buyer under the Framework Contract;
"Other Pension Cost"	has the meaning given in Paragraph 1 of Call-Off Schedule 28 (TUPE Surcharge);
"Out of Hours"	outside of the hours of business of the Buyer at each Buyer Premises as defined by the Buyer at Further Competition
"Overhead"	Overhead includes the following elements. **Management Overhead** Management Overhead includes, but is not limited to, activities relating to supervisory/management and administration activities of the service

	delivery. All the requirements within Work Package A must also be accounted for within Management Overhead. Management Overhead is captured at Framework level in the form of a percentage uplift, and forms part of the price evaluation. At Further Competition the Framework rates are used as maximum rates, and bidders are invited to reduce the rates for each specific Further Competition. **Corporate Overhead** means those amounts which are intended to recover a proportion of the Supplier's or the Key Sub-Contractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Personnel and accordingly included within limb (a) of the definition of "Costs"; Corporate Overhead is captured at Framework level in the form of a percentage uplift, and forms part of the price evaluation. At Further Competition the Framework rates are used as maximum rates, and bidders are invited to reduce the rates for each specific Further Competition.
"Parliament"	takes its natural meaning as interpreted by Law;
"Parent Company"	is a company that owns enough voting stock in another firm known as its subsidiaries to control management and operation by influencing or electing its board of directors;
"Partial Termination"	has the meaning given in Paragraph 1 of Call-Off Schedule 2 (Staff Transfer);
"Party"	in the context of the Framework Contract, CCS or the Supplier, and in the context of a Call-Off Contract the Buyer or the Supplier. "**Parties**" shall mean both of them where the context permits;
"Pass Through Costs"	has the meaning given in Paragraph 1 of Call-Off Schedule 5 (Pricing Details);
"Pay Mechanism"	This represents the different cost types as per column E in the 2. Declaration work sheet consolidated into a payment summary as set out in Attachment 5 Pricing Matrix Guidance for Bidders;

"Payment Index"	is the index identified as such in the Order Form;
"Payment Processing"	The transactions in regards to taking/making payments both by an agent and the front end/back end systems required;
"Payment Verification Process"	has the meaning given in Paragraph 1 of Call-Off Schedule 5 (Pricing Details);
"Payment Verification Proposal"	has the meaning given in Paragraph 1 of Call-Off Schedule 5 (Pricing Details);
"Penetration Test"	has the meaning given in Paragraph 1 of Call-Off Schedule 9 (Security);
"Pension Benefits"	has the meaning given in Paragraph 1 of Annex D2 of Call-Off Schedule 2 (Staff Transfer);
"Performance Improvement Plan"	means the plan to be provided by the Contractor in accordance with clauses F5.4 and F5.6(i) (Remedies in the Event of Inadequate Performance);
"Performance Improvement Plan Proforma"	has the meaning given in Paragraph 1 of Call-Off Schedule 14 (Key Performance Indicators);
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Annex B of Call-Off Schedule 14 (Key Performance Indicators) Framework Schedule 4 (Framework Management);
"Performance Measures"	has the meaning given in Paragraph 1 of Call-Off Schedule 14 (Key Performance Indicators);
"Performance Monitoring Report"	has the meaning given in Paragraph 1 of Call-Off Schedule 14 (Key Performance Indicators);
"Performance Review Meeting"	has the meaning given in Paragraph 1 of Call-Off Schedule 14 (Key Performance Indicators);
"Permitted ICT Maintenance"	has the meaning given in Paragraph 1 of Call-Off Schedule 6 (ICT Services);

"Permitted Exclusion"	has the meaning given in Paragraph 1 of Call-Off Schedule 14 (Key Performance Indicators);
"Persistent Breach"	means a Default which has occurred on three (3) or more separate occasions within a continuous period of three (3) Months;
"Persistent KPI Failure"	has the meaning given in Paragraph 1 of Call-Off Schedule 14 (Key Performance Indicators);
"Personal Data"	has the meaning given to it in the UK GDPR; shall have the same meaning as given in Data Protection Legislation and shall include Special Categories of Personal Data;
"Personal Data Breach"	has the meaning given to it in the UK GDPR; shall have the same meaning as given in Data Protection Legislation;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Phased Mobilisation"	has the meaning given in Paragraph 1 of Call-Off Schedule 13 (Mobilisation Plan and Testing);
"PIP Completion Date"	has the meaning given in Paragraph 1 of Call-Off Schedule 14 (Key Performance Indicators);
"PIP Trigger Event"	has the meaning given in Paragraph 1 of Call-Off Schedule 14 (Key Performance Indicators);
"Planned Preventative Maintenance"	a maintenance strategy where maintenance tasks are scheduled ahead of time, to take place on a regular basis (e.g. in accordance with SFG20) irrespective of whether an asset is functioning normally or not;
"PMPR Proposal"	has the meaning given in Paragraph 1 of Call-Off Schedule 14 (Key Performance Indicators);
"Police Force Requirement"	means the police forces requirements are detailed in the National Police Chiefs Council (NPCC) security systems policy – https://www.policesecuritysystems.com/national- police-chiefs-council-security-systems-policy
"Police URN"	means unique reference numbers (URNs) that are issued by police forces for security systems or devices that receive a police response. The National Police Chiefs Council (NPCC) security systems policy includes application processes and charges. https://www.policesecuritysystems.com/national-police- chiefs-council-security-systems-policy

"Pre-Existing Intellectual Property Rights"	means any Intellectual Property Rights vested in or licensed to the Authority or the Contractor prior to or independently of the performance by the Authority or the Contractor of their obligations under this Contract and in respect of the Authority includes Authority Data;
"Pre-KAMM"	has the meaning given in Paragraph 1 of Call-Off Schedule 15 (Call-Off Contract Management);
"Premises"	means the location where the Services are to be supplied, as set out in the Specification;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies– 2/whistleblowing-list-of-prescribed-people-and-bodies
"Previous Service Month"	is the Service Month (referred to as "n-1") immediately prior to the Service Month "n" as outlined in Call-Off Schedule 5 (Pricing Details);
"Pricing Matrix"	As set out in Attachment 5 (Pricing Matrix Guidance for Bidders);
"Pricing Model"	has the meaning given in Call-Off Schedule 25 (Billable Works and Projects);
"Private Mobile Radio" or "PMR"	means a radio system including hand portable, vehicle and desk mounted equipment which enables radio communications provided by the Security Guarding Supplier which should be suitably attached to a Security Officer for daily use across all environments where required by the Buyer when Security Officers are on duty "**Private Mobile Radios**" shall be construed accordingly;
"Processing"	has the meaning given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;
"Processor Personnel"	has the meaning given in Paragraph 1 of Joint Schedule 11 (Processing Data);
"Profit"	Proposed 'Profit' on Core, and Billable Works, Mobilisation (Year 0) and Exit costs, excluding Pass Through Costs. Set out in Attachment 5 (Pricing Matrix Guidance for Bidders);

"Profit %"	has the meaning given in Paragraph 1 of Call-Off Schedule 25 (Billable Works and Projects);
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Paragraph6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Paragraph 6.1 as specified in the Order Form;
"Prohibited Acts"	a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to: a. induce that person to perform improperly a relevant function or activity; or b. reward that person for improper performance of a relevant function or activity; b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or c) committing any offence: i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or any activity, practice or conduct which would constitute one of the offences listed under (e) above if such activity, practice or conduct had been carried out in the UK"
"Prohibited Items"	has the meaning given in Paragraph 1 of Joint Schedule 5 (Corporate Social Responsibility);

"Project"	means works that require a defined management approach in accordance with Call-Off Schedule 25 (Billable Works and Projects) and to which the Buyer is the final arbiter;
"Project Plan"	means a statement of work, a resource list, work breakdown structure, a project schedule, and a risk plan;
"Proof of Concept Period"	has the meaning given in Paragraph 1 of Call-Off Schedule 13 (Mobilisation Plan and Testing);
"Proscribed Conduct"	has the meaning given in Paragraph 1 of Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights);
"Protection of Freedoms Act" or "POFA"	an Act to provide for the destruction, retention, use and other regulation of certain evidential material; to impose consent and other requirements in relation to certain processing of biometric information relating to children; to provide for a code of practice about surveillance camera systems and for the appointment and role of the Surveillance Camera Commissioner;
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract;
"Pseudonymisation"	shall have the same meaning as given in Data Protection Legislation;
"Quality Plans"	has the meaning given in Paragraph 1 of Call-Off Schedule 6 (ICT Services);
"Quality Standards"	means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body, (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with, and as may be

	further detailed in Call-Off Schedule 20 (Specification);
"Quotation"	has the meaning given in Paragraph 1 of Call-Off Schedule 25 (Billable Works and Projects);
"Ratchet"	has the meaning given in Paragraph 1 of Call-Off Schedule 14 (Key Performance Indicators);
"Rating Agencies"	has the meaning given in Paragraph 1 of Joint Schedule 7 (Financial Difficulties);
"Reactive Maintenance Works"	works arising as a result of a failure of an Asset or a service which is in the scope of the Call-Off Contract (and for the avoidance of doubt are not Small Works or Projects);
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance"
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information"
"Rectification Plan"	the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan) which shall include: a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable)
"Rectification Plan Failure"	has the meaning given in Paragraph 1 of Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights);
"Rectification Plan Process"	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process) of the Core Terms;
"Redeployment Costs"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"Redundancy Payment"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);

"Redundancy Surcharge"	has the meaning given in Paragraph 1 of Call-Off Schedule 29 (Redundancy Surcharge);
"Reference Date"	has the meaning given in Paragraph 1 of Call-Off Schedule 29 (Redundancy Surcharge);
"Register(s)"	has the meaning given in Paragraph 1 of Call-Off Schedule 10 (Exit Management);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Regulatory Authority"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"Regulatory Bodies"	means those government departments and regulatory, statutory, and other entities, committees, ombudsmen, and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Authority and "Regulatory Body" shall be construed accordingly;
"Reimbursable Expenses"	the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including: a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Related Third Party"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR); b) any other information clearly designated as being confidential

	(whether or not it is marked "confidential") or which ought reasonably to be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and information derived from any of the above;
"Relevant Capital Costs"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"Relevant Employees"	means the employees of the Contractor (including the Transferring Employees) who are wholly or assigned to work in the provision of the Services and who will be the subject of a Relevant Transfer by virtue of the application of the TUPE Regulations on the Service Transfer Date
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Relevant Transfer"	has the meaning given in Paragraph 1 of Call-Off Schedule 2 (Staff Transfer);
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
"Remedial Adviser"	has the meaning given in Paragraph 1 of Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights);
"Remedial Adviser Failure"	has the meaning given in Paragraph 1 of Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights);
"Reminder Notice"	a notice sent in accordance with Clause 10.5 (When the supplier can end the contract) of the Core Terms given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Remote System Fault Monitoring (RSFM) Software"	Proposed software costs (by site) to deliver the Remote System Fault Monitoring specification as set out in Attachment 5 (Pricing Matrix Guidance for Bidders);
"Replacement Deliverables or Replacement Services"	any Deliverables/Services which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those Services are provided by the Buyer internally and/or by any third party;

"Replacement Equipment"	plant, assets, spare parts, equipment, replacement parts, materials and other items (whether or not reused or reconditioned) supplied by the Supplier in order to deliver the required Services and as outlined in Call-Off Schedule 20 (Specification);
"Replacement Goods"	has the meaning given in Paragraph 1 of Call-Off Schedule 10 (Exit Management);
"Replacement Services"	has the meaning given in Paragraph 1 of Call-Off Schedule 2 (Staff Transfer);
"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Required Action"	has the meaning given in Paragraph 1 of Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights);
"Resource Rates"	means those rates provided by the Supplier and as set out in Attachment 4 (Pricing Matrix);
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Retention"	means a retention of some or all of the Charges for a relevant Month calculated in Call-Off Schedule 14 (Key Performance Indicators);
"Risk Assessment"	means a systematic process of evaluating the potential risks that may be involved in a projected activity or undertaking;
"Risk Premium and VAT"	Details of the Financial Risks to the contract and VAT Status to be entered as set out in Attachment 5 (Pricing Matrix Guidance for Bidders);
"Risk Profile"	means a quantitative analysis of the types of threats an organisation, asset, project or individual faces;
"Risk Management Policy"	means a Management Policy and Procedure to provide a supportive risk management framework that ensures integration of risk

	management into activities across the organisation as well as policy making, planning and decision making processes;
"Satisfaction Certificate"	a certificate materially in the form of the document contained in Annex 2 of Call-Off Schedule 13 (Mobilisation Plan and Testing) issued by the Buyer when the Mobilisation Deliverable or Milestone has satisfied its relevant Test Success Criteria;
"Savings"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"Savings Payment"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"Savings Proposal"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"SCC"	means Security Control Centre;
"SCC Mobilisation"	proposed FTE staff and other direct costs; also the systems costs (hardware and software) to deliver the 3 phases of Mobilisation as specified. Set out in Attachment 5 (Pricing Matrix Guidance for Bidders);
"Schedules"	any attachment to the Contract which contains important information specific to each aspect of buying and selling;
"Schedule of Rates"	Labour rates are captured in Framework Schedule 3 – (Framework Pricing) and detail the hourly rates for the different trades the Supplier will use to fulfil all Core Services, and Additional Services indicated. Labour rates should be proportionally linked to the Standard Service rates. Labour rates should take into account all costs involved in supplying that trade, other than Management and Corporate Overhead, and Profit, which will be added when the rates are used. Costs should include but not be limited to: salary, on-costs, employers NI, employers' pension and life insurance, holiday & sickness cover. Materials are not included. Labour rates (£ per hour) will be detailed to show the First Hour (including cost to travel to site) and Subsequent hourly rates for · Operational Working Hours · Out of hours Monday to Friday and Saturday am · Out of hours Saturday pm, Sunday and Bank Holidays Labour rates will be used, where appropriate, to price Billable Works,

	Projects, Small Works, and where Work Orders exceed the Inclusive Repairs Threshold, where the works is to be completed by the labour resources allocated to the Call Off Contract.
"Schemes"	means 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 Scheme; and (ii) Death Benefits Scheme; the Civil Service Additional Voluntary Contribution Scheme; the Designated Stakeholder Pension Scheme and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014;
"Security Control Centre" or "SCC"	The Security Control Centre facility is a combination of an Alarm Receiving Centre (ARC), Remote Video Receiving Centre (RVRC) and all other centralised security functions as defined by Buyer.
"Security Control Centre Deliverables"	has the meaning given in Paragraph 1 of Call-Off Schedule 5 (Pricing Details);
"Security Guarding Supplier"	[to be defined prior to Contract Award;]
"Section"	has the meaning given in Paragraph 1 of Call-Off Schedule 5 (Pricing Details);
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
"Security Management Tool"	an IT system that supports delivery of Security services to Buyers
"Security Policies and Standards"	has the meaning given in Paragraph 1 of Call-Off Schedule 9 (Security);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Security Risk Management Policy"	Means the systematic application of management policies, procedures, and practices to the task of establishing the context, identifying, analysing, evaluating, treating, monitoring, and communicating information security risks;

"Security Services Provider"	means the supplier under the Security Services Agreement, and such supplier(s) that the Buyer appoints as its replacement or successor from time to time (whether under the Security Services Agreement) to provide all or part of the Security Services;
"Security Services Agreement"	means the contract dated 11 December 2017 entered into by (1) the Buyer, and (2) the Security Services Provider;
"Security Services"	means the provision of security and systems services and security assistance across the Buyer's Premises;
"Security Standards"	mean the Buyer's Security Standards published by the Buyer from time to time and shall include any successor, replacement, or additional Security Standards. The Security Standards are set out in Call-Off Schedule 9 (Security);
"Security Technical Adviser Contract"	has the meaning given in Paragraph 1 of Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights);
"Security Tests"	has the meaning given in Paragraph 1 of Call-Off Schedule 9 (Security);
"Security Trigger Event"	has the meaning given in Paragraph 1 of Call-Off Schedule 9 (Security);
"Self Audit Certificate"	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
"Senior Responsible Officer (SRO) Premises" or "Premises SRO"	means the Buyer's business representative for this Contract at each of the Buyer's Premises;
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service(s)"	means the services as set out in Call-Off Schedule 20 (Specification);
"Service Delivery Plan(s)"	means the service delivery plans described in [Work Package A] of Call-Off Schedule 20 (Specification) and references to "**Service Delivery Plan**" will be construed accordingly;
"Service Credits"	the sums payable in respect of the failure by the Supplier to meet one or more Key Performance Indicator;
"Service Delivery"	the act of Delivering a Service to Buyers;

"Service Exclusion Notice"	has the meaning given in Paragraph 1 of Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights);
"Service Failure Points"	means, in relation to a KPI Failure, the points that are set out against the relevant KPI in Annex A to Call-Off Schedule 14 (Key Performance Indicators);
"Service Level Agreement"	An agreement between the Supplier of a Service and its customer, which quantifies the minimum Service Levels which meets business needs;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Contract (which, where Schedule 10 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Month"	each Monthly period (or part of a Month at the start and end of the Contract Period where applicable) during which Deliverables are provided by the Supplier;
"Service Period"	has the meaning given to it in the Order Form;
"Services"	Services made available by the Supplier as specified in Call-Off Schedule 20 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Service Requirement Filter"	means the filters that include: Service, Estimated Contract Cost, and Geographical Boundaries that the Buyer will use to create a Supplier shortlist;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Severity Level"	has the meaning given in Paragraph 1 of Annex 2 (Testing) to Call-Off Schedule 13 (Mobilisation Plan and Testing);
"Silver Contract"	has the meaning given in Paragraph 1 of Joint Schedule 7 (Financial Difficulties);
"Site Security Plan"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: the Deliverables are (or are to be) provided; a) the Supplier manages, organises or otherwise directs the

	provision or the use of the Deliverables; or b) those premises at which any of the Supplier's equipment or any part of the Supplier's systems used in the performance of the Contract is located (where any part of the Deliverables provided falls within Call-Off Schedule 6 (ICT Services));
"Small Works"	means elective works which are not Projects;
"SMART"	has the meaning given in Paragraph 1 of Call-Off Schedule 14 (Key Performance Indicators);
"SME"	shall have the same meaning as 'small and medium sized enterprises defined by enterprises' under section 123(1) of the Procurement Act 2023 (as may be amended from time to time pursuant to sub-section (4));
"SME Management Information Report"	has the meaning given in Paragraph 1 of Joint Schedule 12 (Supply Chain Visibility);
"Software"	has the meaning given in Paragraph 1 of Call-Off Schedule 6 (ICT Services);
"Software Supporting Materials"	has the meaning given in Paragraph 1 of Call-Off Schedule 6 (ICT Services);
"Social Value"	means the economic, social and environmental well-being in connection with public services contracts and for connected purposes;
"Source Code"	has the meaning given in Paragraph 1 of Call-Off Schedule 6 (ICT Services);
"Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Special Terms"	any additional Clauses set out in the Award Form which shall form part of the respective Contract;
"Specially Written Software"	has the meaning given in Paragraph 1 of Call-Off Schedule 6 (ICT Services);
"Specification"	the specification set out in Call-Off Schedule 20 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order

	Form;
"SP Impact Assessment"	has the meaning given in Paragraph 1 of Call-Off Schedule 5 (Pricing Details);
"SPI Failure"	has the meaning given in Paragraph 1 of Call-Off Schedule 14 (Key Performance Indicators);
"SPI Group"	has the meaning given in Paragraph 1 of Call-Off Schedule 14 (Key Performance Indicators);
"SPI Performance Measure"	has the meaning given in Paragraph 1 of Call-Off Schedule 14 (Key Performance Indicators);
"Staff"	mean all persons employed by the Contractor to perform its obligations under the Contract including directors, officers, employees together with the Contractor's servants, agents, consultants, contractors of the Contractor, suppliers and Sub-contractors used or engaged in the performance of its obligations under the Contract;
12. Staff Costs	Proposed FTE staff plus other direct costs to Deliver the activities listed below; a. Software Maintenance and Updates (see Section 3 of Work Package E in Call-Off Schedule 20 (Specification)) b. Body Worn Camera (BWC) (see Section 5 of Work Package E in Call-Off Schedule 20 (Specification)) c. Remote System Fault Monitoring (see Section 8 and 8.3 of Work Package E in Call-Off Schedule 20 (Specification)) d. Automated Key Management (see Section 10 of Work Package E in Call-Off Schedule 20 (Specification)) e. Private Mobile Radio (PMR) (see Section 11 of Work Package E in Call-Off Schedule 20 (Specification)) f. The Buyer's IT Infrastructure (see Section 12 of Work Package E in Call-Off Schedule 20 (Specification)) g. Automatic Door Access Control (see Section 9 of Work Package E in Call-Off Schedule 20 (Specification)) h. Reporting (see Service A7, A8, 7.23 to 7.27 of Work

	Package A in Call-Off Schedule 20 (Specification)) Consultancy and legal costs
"Staffing Information"	has the meaning given in Paragraph 1 of Call-Off Schedule 2 (Staff Transfer);
"Staff Vetting Procedures"	means the Buyer's procedures for the vetting of personnel and as advised to the Contractor by the Buyer;
"Standard Service Levels"	all Service Levels other than those designated as Key Performance Indicators;
"Standards"	a) any: standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in Schedule 1 (Specification); c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; relevant Government codes of practice and guidance applicable from time to time;
"Standard Service"	means delivery of the service to the defined standard as per Call-Off Schedule 20 (Specification);
"Start Date"	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
"Statutory Schemes"	has the meaning given in Paragraph 1 of Part D of Call-Off Schedule 2 (Staff Transfer);
"Step-In Notice"	has the meaning given in Paragraph 1 of Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights);
"Step-In Trigger Event"	has the meaning given in Paragraph 1 of Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights);
"Step-Out Date"	has the meaning given in Paragraph 1 of Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights);
"Step-Out Notice"	has the meaning given in Paragraph 1 of Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights);
"Step-Out Plan"	has the meaning given in Paragraph 1 of Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights);

"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party: a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any third party with whom: (a) the Supplier enters into a Sub-Contract; or (b) a third party under (a) above enters into a Sub-Contract, or the servants or agents of that third party;
"Subcontractor Costs"	proposed Summary of costs in 'Subcontractor' category as set out in Attachment 5 (Pricing Matrix Guidance for Bidders);
"Subprocessor"	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	the person, firm or company identified in the Framework Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
"Supplier Brief"	a document that the Buyers will provide to Suppliers that outline's their requirements in order for Suppliers to confirm their intentions to bid (as outlined in Framework Schedule 7 (Call Off Award Procedure) which includes but is not limited to: a) Deliverables required b) Estimated Contract Cost c) Geographical Boundary(s) for provision of the Deliverables; d) Buyer information; e) organisation type; f) building type;

	g) special requirements; h) Terms and conditions (Public Sector Contract or NEC); i) Contract period; j) Estimated award date; k) Mobilisation Period; l) Price/Quality split; m) Inclusive Repair Threshold level; n) TUPE option; o) KPIs; Details of any intended use of eAuctions;
"Supplier CAFM System"	has the meaning given in Paragraph 1 of Call-Off Schedule 13 (Mobilisation Plan and Testing);
"Supplier's Confidential Information"	a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract; Information derived from any of (a) and (b) above;
"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier HQ"	[redacted]
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
"Supplier Final Account Balance"	has the meaning given in Paragraph 1 of Call-Off Schedule 5 (Pricing Details);
"Supplier Marketing Contact"	shall be the person identified in the Framework Award Form;

"Supplier Non-Performance"	where the Supplier has failed to: a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels; and/or comply with an obligation under a Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Request"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"Supplier Savings Account"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"Supplier Savings Statement"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"Supplier Security Representative"	has the meaning given in Paragraph 1 of Call-Off Schedule 9 (Security);
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supplier System Environment"	the set of systems and equipment that control certain aspects of the processing of the requirement;
"Supplier's Final Supplier Personnel List"	has the meaning given in Paragraph 1 of Call-Off Schedule 2 (Staff Transfer);
"Supplier's Provisional Supplier Personnel List"	has the meaning given in Paragraph 1 of Call-Off Schedule 2 (Staff Transfer);
"Supply Chain"	means the Contractor and the Authority Supply Chain Members and its and their Subcontractors and suppliers of any tier, and all employees and agents engaged by any of them in relation to the Contract;

"Supply Chain Information Report Template"	the document at Annex 1 of Joint Schedule 12 (Supply Chain Visibility);
"Supporting Documentation"	has the meaning given in Paragraph 1 of Call-Off Schedule 5 (Pricing Details);
"Sustainable Development"	means the sustainable development requirements specified in Joint Schedule 5 (Corporate Social Responsibility);
"Systems Change"	has the meaning given in Paragraph 1 of Call-Off Schedule 5 (Pricing Details);
"Systems Change Impact Assessment"	has the meaning given in Paragraph 1 of Call-Off Schedule 5 (Pricing Details);
"System(s) Solution"	means the Software and Hardware that are required to deliver the Services as defined in Call-Off Schedule 20 (Specification);
"Tab"	has the meaning given in Paragraph 1 of Call-Off Schedule 5 (Pricing Details);
"Target Cost Pricing Matrix"	the spreadsheet setting out details of the Target Cost Charges which is set out in the Order Form and will be provided by the Buyer at Further Competition;
"Target Costs"	those costs which are recoverable in accordance with this Call-Off Contract where the target cost pricing option is selected in the Order Form;
"Target Performance"	has the meaning given in Paragraph 1 of Call-Off Schedule 14 (Key Performance Indicators);
"Target Performance Level"	means the minimum level of performance for a Key Performance Indicator which is required by the Buyer, as set out against the relevant Key Performance Indicator in the column headed 'Target ' in Annex A of Call-Off Schedule 14 (Key Performance Indicators);
"Target Price(s)"	has the meaning given in Paragraph 1 of Call-Off Schedule 5 (Pricing Details);
"Task Order"	means the vehicle set out in Schedule 3 Annex 1, by which each piece of work required to be carried out, is defined, and agreed between DWP and the Contractor and by which the performance of the service will be recorded and measured;
"Tax"	a) all forms of taxation whether direct or indirect; b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction; c) all statutory, governmental, state, federal, provincial, local

	government or municipal charges, duties, imports, contributions. levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and 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;
"Temporary ELKAMM Members"	has the meaning given in Paragraph 1 of Call-Off Schedule 15 (Call-Off Contract Management);
"Temporary KAMM Members"	has the meaning given in Paragraph 1 of Call-Off Schedule 15 (Call-Off Contract Management);
"Tender"	means the document(s) submitted by the Contractor to the Buyer in response to the Invitation to Tender;
"Tender Documents"	has the meaning given in Paragraph 1 of Call-Off Schedule 25 (Billable Works and Projects);
"Tender Response"	the tender submitted by the Supplier to the Buyer and annexed to or referred to in Schedule 4 (Tender);
"Termination Assistance"	has the meaning given in Paragraph 1 of Call-Off Schedule 10 (Exit Management);
"Termination Assistance Notice"	has the meaning given in Call Off Schedule 10 (Exit Management);
"Termination Assistance Period"	means in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the Contractor is required to provide the Termination Services as such period may be extended pursuant to Call-Off Schedule 10 (Exit Management);
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Termination Services"	means the services and activities to be performed by the Contractor pursuant to the Exit Plan, including those activities listed in Annex 1 of Call-Off Schedule 10 (Exit Management);
"Test Issue"	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;

"Test Issue Management Log"	has the meaning given in Paragraph 1 of Annex 2 (Testing) of Call-Off Schedule 13 (Mobilisation Plan and Testing);
"Test Issue Threshold"	has the meaning given in Paragraph 1 of Annex 2 (Testing) of Call-Off Schedule 13 (Mobilisation Plan and Testing);
"Test Plan"	a plan: a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones;
"Test Reports"	has the meaning given in Paragraph 1 of Annex 2 (Testing) of Call-Off Schedule 13 (Mobilisation Plan and Testing);
"Test Specification"	has the meaning given in Paragraph 1 of Annex 2 (Testing) of Call-Off Schedule 13 (Mobilisation Plan and Testing);
"Test Strategy"	has the meaning given in Paragraph 1 of Annex 2 (Testing) of Call-Off Schedule 13 (Mobilisation Plan and Testing);
"Test Success Criteria"	has the meaning given in Paragraph 1 of Annex 2 (Testing) of Call-Off Schedule 13 (Mobilisation Plan and Testing);
"Test Witness"	has the meaning given in Paragraph 1 of Annex 2 (Testing) of Call-Off Schedule 13 (Mobilisation Plan and Testing);
"Testing Procedures"	has the meaning given in Paragraph 1 of Annex 2 (Testing) of Call-Off Schedule 13 (Mobilisation Plan and Testing);
"Tests"	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call- Off Contract and "**Tested**" and "**Testing**" shall be construed accordingly;
"UK Security Standards and Government and Departmental Policies"	Means those standards referred to in Framework Schedule 1 Specification and pages 25 and 26 of Attachment 3 Specification;
"the Buyer's Confidential Information"	a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Buyer (including all Buyer Existing IPR and New IPR); b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Buyer's attention or into the Buyer's possession in connection with the Contract; and

	information derived from any of the above;
"Third Party Auditor"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Third Party Software"	has the meaning given in Paragraph 1 of Call-Off Schedule 10 (Exit Management);
"Tier One Billable Works"	means Billable Works within the associated total estimated value range as set out in the Order Form;
"Tier Two Billable Works"	means Billable Works within the associated total estimated value range as set out in the Order Form;
"Tier Three Billable Works"	means Billable Works within the associated total estimated value range as set out in the Order Form;
"Tier Four Billable Works"	means Billable Works within the associated total estimated value range as set out in the Order Form;
"Total Contract Value"	has the same meaning as "Charges";
"Total Facilities Management Supplier"	ISS Mediclean Ltd.
"Transferrable Assets"	has the meaning given in Paragraph 1 of Call-Off Schedule 10 (Exit Management);
"Transferable Contracts"	means the Sub-Contracts, software licences, or other agreements which are necessary to enable the Buyer or any Replacement Supplier to perform the Services, including in relation to licences all relevant documentation;
"Transferring Assets"	has the meaning given in Paragraph 1 of Call-Off Schedule 10 (Exit Management);
"Transferring Contracts"	has the meaning given in Paragraph 8.2.3 of Call-Off Schedule 10 (Exit Management);
"Transferring Employees"	has the meaning given in Paragraph 1 of Call-Off Schedule 28 (TUPE Surcharge);
"Transferring Former Supplier Employees"	has the meaning given in Paragraph 1 of Call-Off Schedule 2 (Staff Transfer);

"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
"TUPE Count"	has the meaning given in Paragraph 1 of Call-Off Schedule 28 (TUPE Surcharge);
"TUPE Regulations"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended from time to time;
"TUPE Surcharge"	has the meaning given in Paragraph 1 of Call-Off Schedule 28 (TUPE Surcharge);
"TUPE Surcharge Average"	has the meaning given in Paragraph 1 of Call-Off Schedule 28 (TUPE Surcharge);
"UAT Test Strategy"	has the meaning given in Paragraph 1 of Call-Off Schedule 13 (Mobilisation Plan and Testing);
"UKAS"	United Kingdom Accreditation Service is the National Accreditation Body for the United Kingdom;
"UK GDPR"	means the retained European Union law version of the General Data Protection Regulation (EU) 2016/679 as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 as in force in the UK from time to time;
"UK Payment Systems Regulator"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"Unit Rate"	has the meaning given in Paragraph 1 of Call-Off Schedule 5 (Pricing Details);
"Update Requirement"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);

"Upper Quartile"	has the meaning given in Paragraph 1 of Call-Off Schedule 16 (Benchmarking);
"Variation"	any change to a Core Terms Contract;
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract) of the Core Terms;
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Video Management System"	means a software platform that is used to remotely or locally manage, access and control video surveillance cameras, recording devices and other security devices. VMS is typically deployed where large-scale, multi-site surveillance and security monitoring is required and normally include analytic tools developed by either the provider of VMS software and can include add-on third party software solutions;
"Virtual Library"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms);
"Waste Hierarchy"	has the meaning given in Paragraph 1 of Joint Schedule 5 (Corporate Social Responsibility);
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement- policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Worksheet"	has the meaning given in Paragraph 1 of Call-Off Schedule 5 (Pricing Details);
"Workstream"	has the meaning given in Paragraph 1 of Call-Off Schedule 13 (Mobilisation Plan and Testing);
"Work Day"	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Work Packages"	the grouping of similar services with Framework Schedule 1 (Specification);

"Working Day"	hours of business of the Buyer at each Buyer Premises as defined by the Buyer at Further Competition;
"Work Order"	has the meaning given in Paragraph 1 of Call-Off Schedule 25 (Billable Works and Projects);
"Work Order Costs"	has the meaning given in Paragraph 1 of Call-Off Schedule 25 (Billable Works and Projects);
"Written Proposal"	means the proposal submitted by the Supplier to the Buyer in accordance with the Further Competition Procedure with Dialogue outlined in Framework Schedule 7 - Call Off Award Procedure;
"Work Trials"	means an opportunity for employers to try out a potential employee before offering a job, offered in accordance with the Jobcentre Plus eligibility criteria;
"Working Capital"	An explanation of the sources of working capital required for the Contract;
"Young People"	means people below 25 years of age;

Joint Schedule 2 (Variation Form) (V2)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract) of the Core Terms

Contract Details	
This variation is between:	Buyer ("**the Buyer**") And **[insert** name of Supplier**]** (**"the Supplier"**)
Contract name:	**[insert** name of contract to be changed] **("the Contract")**
Contract reference number:	**[insert** contract reference number]
Details of Proposed Variation	
Variation initiated by:	**[delete** as applicable: Buyer/Supplier]
Variation number:	**[insert** variation number]
Date variation is raised:	**[insert** date]
Proposed variation	
Reason for the variation:	**[insert** reason]
An Impact Assessment shall be provided within:	**[insert** number] days
Impact of Variation	
Likely impact of the proposed variation:	**[Supplier to insert** assessment of impact]
Outcome of Variation	

Contract variation:	This Contract detailed above is varied as follows: **[Buyer to insert** original Clauses or Paragraphs to be varied and the changed clause]	
Financial variation:	Original Contract Value:	£ **[insert** amount]
	Additional cost due to variation:	£ **[insert** amount]

	New Contract value:	£ **[insert** amount]
Details of any proposed alternative scenarios	**[Supplier to insert]**	
Benefits and disadvantages of requested Contract change.	**[Supplier to insert]**	

1 This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by the Buyer**.**

2 Words and expressions in this Variation shall have the meanings given to them in the Contract.

3 The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the 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 3 (Insurance Requirements) (V3)

1 The insurance you need to have

1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Joint Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:

1.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Joint Schedule and those required by applicable Law; and

1.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.

1.2 The Insurances shall be:

1.2.1 maintained in accordance with Good Industry Practice;

1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;

1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and

1.2.4 maintained for at least six (6) years after the End Date.

1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third-party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2 How to manage the insurance

2.1 Without limiting the other provisions of this Call-Off Contract, the Supplier shall:

2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3 What happens if you aren't insured

3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4 **Evidence of insurance you must provide**

4.1 The Supplier shall upon the Start Date and within fifteen (15) Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

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

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

6 **Cancelled Insurance**

6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

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

7 **Insurance claims**

7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the Delivery of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.

7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Call-Off Contract or otherwise.

ANNEX: REQUIRED INSURANCES

1 The Supplier shall hold the following insurance cover from the Call-Off Contract Start Date in accordance with this Joint Schedule:

1.1 Employers' liability insurance with cover (for a single event or a series of related events and in the aggregate in any one (1) year of insurance) of not less than five million pounds (£5,000,000);

1.2 Public liability insurance with cover for a single event of not less than five million pounds (£5,000,000) and for a series of related events and in the aggregate in any one (1) year of insurance of not less than five million pounds (£5,000,000);

1.3 Professional indemnity insurance with cover for a single event of not less than ten million pounds (£10,000,000) and for a series of related events and in the aggregate in any one (1) year of insurance of not less than ten million pounds (£10,000,000);

1.4 Cyber liability insurance with cover for a single event of not less than ten million pounds (£10,000,000) and for a series of related events and in the aggregate in any one (1) year of insurance of not less than ten million pounds (£10,000,000)

Joint Schedule 4 (Commercially Sensitive Information) (V2)

1. What is the Commercially Sensitive Information?

1.1 In this Joint 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) of the Core Terms, the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

NO.	Date	Item(s)	Duration of Confidentiality
1	From the Effective Date	Call-Off Schedule 4 (Call-Off Tender)	Throughout the Call-Off Contract Period.
2	From the Effective Date	Call-Off Schedule 5 (Pricing Details) – Annex A – Pricing Matrix	Throughout the Call-Off Contract Period.
3	From the Effective Date	Call-Off Schedule 4 (Key Supplier Staff)	Throughout the Call-Off Contract Period.
4	From the Effective Date	Call-Off Schedule 13 (Mobilisation Plan and Testing) – Implementation Plan	Two (2) years from the Effective Date.
5	From the Effective Date	Personal and contact information for members of the Supplier where such information constitutes Personal Data.	Throughout the Call-Off Contract Period.
6	From the Effective Date	Key Sub-Contract(s).	Throughout the Call-Off Contract Period.
7	From the Effective Date	CVs and references containing personal information and/or data	Throughout the Call-Off Contract Period.

8	From the Effective Date	Personal and contact information for members of the Pre-KAMM, Key Account Management Meeting and Executive Level Key Account	Throughout the Call-Off Contract Period.

		Management Meeting	
9	From the Effective Date	Details of hardware or software purchased.	Throughout the Call-Off Contract Period.
10	From the Effective Date	Information relating to contract negotiation. Covers correspondence, meeting minutes, emails, contract change notices, etc. Decision will depend on sensitivity and content, and should not comprise bidders' negotiations with Subcontractors **or** the public authority's negotiations with any third parties.	Throughout the Call-Off Contract Period.

Joint Schedule 5 (Corporate Social Responsibility) (V3)

Part A

1 Definitions

"Corporate Social Responsibility Reports"	written reports to be completed by the Supplier and submitted to CCS and the Buyer as detailed in Table B of Part B of this Joint Schedule.
"Carbon Reduction Plan"	a plan which contains the details of emissions across a single year against a range of emissions sources and greenhouse gasses, as per PPN 06/21.
"Modern Slavery Assessment Toolkit"	the modern slavery risk identification and management tool which can be found online at Modern Slavery Assessment Tool - Supplier Registration Service (cabinetoffice.gov.uk);
"Prohibited Items"	means those items set out in Table A in Part B of this Joint Schedule; and
"Waste Hierarchy"	means prioritisation of waste management in the following order of preference: (a) Prevention – by using less material in design and manufacture. Keeping products for longer; (b) Preparing for re-use – by checking, cleaning, repairing, refurbishing, whole items or spare parts; (c) Recycling – by turning waste into a new substance or produce, including composting if it meets quality protocols; (d) Other Recovery – through anaerobic digestion, incineration with energy recovery, gasification and pyrolysis which produce energy (fuels, heat and power) and materials from waste; some backfilling; and (e) Disposal - Landfill and incineration without energy recovery. as per the Waste (England and Wales) Regulations 2011, as amended from time to time.

2 Equality and Accessibility

In addition to legal obligations, the Supplier shall support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under this Call-Off Contract (including those in relation to the Services) in a way that seeks to:

2.1 eliminate discrimination, harassment or victimisation of any kind;

2.2 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 ; and

2.3 achieve digital inclusion and accessibility through compliance with the Web Content Accessibility Guidelines (WCAG).

3 Modern Slavery, Child Labour and Inhumane Treatment

The Supplier:

3.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;

3.2 shall not require any Supplier Staff to lodge deposits or identity papers with any employer and shall be free to leave their employer after reasonable notice;

3.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;

3.4 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;

3.5 shall make reasonable enquires to ensure that its Supplier Staff or Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world;

3.6 shall have and maintain throughout the term of this Call-Off Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;

3.7 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 the Contract, at all times having due regard to PPN 02/23 and the Tackling Modern Slavery in Government Supply Chains guidance (PPN 02/23: Tackling Modern Slavery in Government Supply Chains - GOV.UK (www.gov.uk)), and any successor of or addition or replacement to these documents;

3.8 shall prepare and deliver to the Buyer, an annual slavery and human trafficking statement and 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;

3.9 shall not use, nor allow its Supplier Staff 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 Supplier Staff or Subcontractors;

3.10 shall not use or allow child or slave labour to be used by its Supplier Staff or Subcontractors;

3.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Supplier Staff or Subcontractors to the Buyer;

3.12 shall complete the Modern Slavery Assessment Toolkit; and

3.13 shall review and progress the Modern Slavery Assessment Toolkit scores against the following areas; governance, policies and procedures, risk assessment and management, due diligence, training and Performance Measures.

4 Income Security

The Supplier shall:

4.1 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;

4.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;

4.3 provide all workers 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;

4.4 not make deductions from wages:

4.4.1 as a disciplinary measure

4.4.2 except where permitted by law; or

4.4.3 without expressed permission of the worker concerned;

4.5 record all disciplinary measures taken against Supplier Staff; and

4.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5 Working Hours

The Supplier shall:

5.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;

5.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed forty-eight (48) hours per week unless the individual has agreed in writing;

5.3 ensure that use of overtime used responsibly, taking into account:

5.3.1 the extent;

5.3.2 frequency; and

5.3.3 hours worked;

5.4 by individuals and by the Supplier Staff as a whole;

5.5 The total hours worked in any seven (7) day period shall not exceed sixty (60) hours, except where covered by Paragraph 5.6 below.

5.6 Working hours may exceed sixty (60) hours in any seven (7) day period only in exceptional circumstances where all of the following are met:

5.6.1 this is allowed by national law;

5.6.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;

5.6.3 appropriate safeguards are taken to protect the workers' health and safety; and

5.6.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

5.7 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.

6 Not used

7 What we expect from our Suppliers

7.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.

(*https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf*)

In addition to the obligations set out in Part A of this Joint Schedule, the Supplier shall and shall ensure that its suppliers and Subcontractors meet the standards set out in that Code.

7.2 The Supplier shall comply with reasonable requests by the Buyer for information evidencing compliance with the provisions of this Part A within fourteen (14) days of such request, provided that such requests are limited to two (2) per Contract Year.

Part B

8 Sustainability Requirements

8.1 Not used.

8.2 Not used.

8.3 The Supplier shall not in carrying out its obligations under this Call-Off Contract (including in relation to the Services) use anything which comprises wholly or partly of the Prohibited Items described in Table A unless the use is primarily related to the management of the Supplier's own facilities or internal operations as opposed to its obligations under this Call-Off Contract.

8.4 The Supplier shall progress towards carbon net zero throughout the Call-Off Contract Period.

9 Social Value Requirements

9.1 Not used.

9.2 The Supplier shall use their best endeavours, as an organisation, to recruit, support and retain apprentices, by increasing the number of apprenticeships throughout the Call-Off Contract Period.

9.3 The Supplier shall use their best endeavours, as an organisation, to address workforce imbalance by supporting disadvantaged, underrepresented and minority groups into employment throughout the lifetime of the framework.

9.4 The Supplier shall use their best endeavours, as an organisation, to promote new opportunities and engage with new and small organisations (e.g. SMEs and VCSEs), to help them grow, supporting their development throughout the lifetime of the framework.

10 Reporting Requirements

10.1 The Supplier shall complete the Corporate Social Responsibility Report in relation to its provision of the Deliverables under this Contract and provide the Corporate Social Responsibility Report to the Buyer on the date and frequency outlined in Table B of this Part B

10.2 The Supplier shall provide the baseline data contained within Table B(1) – Baseline data to facilitate subsequent measurement throughout the lifetime of the Framework. The

information

required to populate Table B(1) will be provided to CCS within (ten) 10 calendar days of the submission of a request and annually thereafter.

10.3 The Supplier shall complete the Framework Quarterly Performance Indicator Submission Form to CCS. Suppliers will report on the content within Table B.

10.4 The Supplier shall attend Supplier Relationship Meetings with CCS to discuss the information contained in the Framework Quarterly Performance Indicator Submission Forms. The information will be used to measure progress of Social Value activity.

10.5 The Supplier shall complete the Framework Quarterly Performance Indicator Submission Form on the frequency outlined in Table B of this Part B and return to CCS.

10.6 In the event CCS develops an alternative Social Value measurement tool during the lifetime of the framework, the Performance Indicator measures described at Table B will be superseded by that tool.

Table A – Prohibited Items

The following consumer single use plastics are Prohibited Items:	**Catering** a. Single use sachets e.g. coffee pods, sauce sachets, milk sachets b. Take away cutlery c. Take away boxes and plates d. Cups made wholly or partially of plastic e. Straws f. Stirrers g. Water bottles
	Facilities a. Single use containers e.g. hand soap, cleaning products b. Wipes containing plastic
	Office Supplies a. Plastic envelopes b. Plastic wrapping for brochures c. Paper or card which is bleached with chlorine
	Packaging a. Single use plastic packaging from deliveries where avoidable e.g. shrink-wrapped packaging from office supplier or facilities products. b. Single use carrier bags

Table B – Submission to CCS

Report Name	Content of Report	Frequency of Report
Framework Quarterly Performance Indicator Submission Form – Modern Slavery section	MSAT completion and progress recorded against the following six (6) areas: • Governance • Policies and Procedures • Risk Assessment and Management • Due Diligence • Training • Performance Measures	Quarterly
Framework Quarterly Performance Indicator Submission Form – Carbon Net Zero	The Supplier to demonstrate progression towards carbon net zero by reporting on the below areas • Number of carbon reduction activities that your organisation has taken to progress your carbon reduction plan • Number of RM6257 carbon reduction activities that benefit the Buyer • List the top three (3) carbon reduction activities completed for non RM6257contracts	Quarterly
Framework Quarterly Performance Indicator Submission Form – Apprenticeships	Supplier shall submit data demonstrating how they are progressing apprenticeships within their organisation • Number of apprenticeships started • Cumulative number of apprenticeships ongoing • Number of apprenticeships concluded • Number of apprenticeships retained	Quarterly
Framework Quarterly Performance Indicator Submission Form – Diversity & Inclusion	To demonstrate that suppliers are redressing workforce imbalance within their organisation • Representation of women	Quarterly

	• Representation of ethnic minorities • Representation of staff who identify as having a disability • Representation of prison leavers • Representation of LBTQIA+	
Framework Quarterly Performance Indicator Submission Form – SMEs/VCSEs	To demonstrate that Suppliers are engaging with and developing SMEs/VCSES • Number of SMEs/VCSES within your supply chain for RM6257 • Number of SME/VCSEs within your supply chain delivering services on RM6257 contracts • How many Sub-Contract opportunities have there been within the reporting period • Of the Sub-Contract opportunities, how many were awarded to a SMEs	Quarterly
Confirmation of receipt of Framework Quarterly Performance Indicator Submission Form – Prompt Payments	The Supplier will pay 100% of undisputed supply chain invoices within thirty (30) days as per the Core Terms.	Quarterly

Table B(1) – Baseline data

Report Name	Content of Report	Frequency of Report
Apprenticeships baseline data	The Supplier shall submit data demonstrating: • % of apprentices in their current workforce • % conversion rate of apprentices retained when an apprenticeship concludes	To be provided to CCS within ten (10) calendar days of the submission of a request and annually thereafter
Diversity of Workforce baseline data	The Supplier shall submit baseline figures of their current UK workforce: • Representation of women • Representation of ethnic minorities • Representation of staff who identify as having a disability • Representation of prison leavers • Representation of LGBTQIIA+	To be provided to CCS within ten (10) calendar days of the submission of a request and annually thereafter
SMEs/VCSEs baseline data	The Supplier shall produce and submit a SME / VCSE engagement strategy detailing how they intend to retain and develop SMEs/VCSEs within their Supply Chain.	To be provided to CCS within ten (10) calendar days of the submission of a request and annually thereafter

Part C – Buyer Policies

LIFE CHANCES

11 General

11.1 The Supplier acknowledges that the Buyer is committed to assisting people to move from welfare to employment and driving forward improvements in economic, social and environmental well-being.

11.2 The Supplier:

(a) acknowledges that the Buyer has a responsibility to support and promote wider social sustainability objectives for the benefit of society;

(b) agrees to cooperate with the Buyer to improve life chances for those most disadvantaged and furthest from the labour market; and

(c) will ensure that it complies fully with the Buyer's policy and statutory guidance 'Life chances through procurement guidance for DWP contractors' - GOV.UK (www.gov.uk).

11.3 The Supplier acknowledges that the Buyer is supporting the Government's Life chances and Social Value agendas by aiming to promote opportunities for groups of persons ("DWP Priority Groups") which the Buyer regards as meriting priority assistance including but not limited to apprentices, disabled people, young people, older workers, ex-offenders and black and minority ethnic people.

12 Diversity and Equality Delivery Plan

12.1 The Buyer requires the Supplier to provide such information as the Buyer may request on:

(a) the action(s) the Supplier is taking in the course of Delivering the Deliverables to comply with its obligations set out in this Joint Schedule, and

(b) the effect such action(s) have on the Supplier Staff used in the performance of its obligations under this Call-Off Contract.

12.2 The Supplier shall submit to the Buyer for approval a diversity and equality delivery plan ("**Diversity and Equality Delivery Plan**") six (6) Months after the Mobilisation Start Date, and annually thereafter. The Diversity and Equality Delivery Plan must be specific to this Contract and include details of all Supplier Staff including but not limited to all Subcontractors involved in the performance of the Supplier's obligations under this Call-Off Contract, details of the action(s) the Supplier is taking to support the Buyer's Social Value agenda including but not limited to the action(s) the Supplier is taking to meet its obligations under Paragraph 12.3 of this Joint Schedule.

12.3 The Supplier shall, and shall ensure that its Subcontractors, take the following action(s) in respect of DWP Priority Groups:

(a) Apprentices

- Ensure that 5% of the Supplier Staff used in the performance of the Supplier's obligations under this Call-Off Contract are apprentices.
- Make available to potential members of the Supplier Staff used in the performance of the Supplier's obligations information about the National Apprenticeship Service

(b) Disabled People

- Disability Confident is a scheme that supports employers to attract, recruit and retain disabled people. Detailed Information about Disability Confident

can be accessed via GOV.UK. The Authority strongly encourages Suppliers, and their suppliers, to sign up to Disability Confident, declaring their support for disabled workers by displaying the values and behaviours set out therein.

- Make appropriate use of access to work to support recruit and retain disabled workers.

- When recruiting Supplier Staff to be used in the performance of the Supplier's obligations under this Call-Off Contract, offer disabled people interviews under a guaranteed interview scheme for vacancies for Supplier Staff where the disabled people meet the minimum criteria for such vacancies.

- Offer work trials to disabled people to support filling vacancies for Supplier Staff.

- Provide employment experience to disabled people as members of the Supplier Staff used in the performance of the Supplier's obligations under this Call-Off Contract to develop their skills and experience and increase their employability.

(c) Young People – Under 25

- Offer work trials to young people to support filling vacancies for Supplier Staff.

- Provide employment experience to young people as members of the Supplier Staff used in the performance of the Supplier's obligations under this Call-Off Contract to develop their skills and experience and increase their employability.

(d) Older Workers – Over 50

- Offer work trials to older workers to support filling vacancies for Supplier Staff.

- Provide employment experience to older people as members of the Supplier Staff used in the performance of the Supplier's obligations under this Call-Off Contract to develop their skills and experience and increase their employability.

(e) Ex-Offenders

- Subject always to the provisions of Call-Off Schedule 18 (Background Checks), offer work trials to ex-offenders to support filling vacancies for Supplier Staff. Provide employment experience to ex-offenders as members of the Supplier Staff used in the performance of the Supplier's obligations under this Call-Off Contract to develop their skills and experience and increase their employability.

(f) Black and Minority Ethnic People

- Offer work trials to black and minority ethnic people to support filling vacancies for Supplier Staff.

- Provide employment experience to black and minority ethnic people as members of the Supplier Staff used in the performance of the Supplier's obligations under this Call-Off Contract to develop their skills and experience and increase their employability.

(g) Employee Vacancies

- Advertise all vacancies for Supplier Staff via Find a Job (findajob.gov.uk) in addition to any other recruitment agencies with whom the Supplier advertises

such vacancies and any other actions the Supplier takes to recruit Supplier Staff.

12.4 The Diversity and Equality Delivery Plan must also include:

(a) an overview of Supplier and any Subcontractor's policies and procedures for preventing unlawful discrimination and promoting equality of opportunity in respect of:

(i) age;

(ii) disability;

(iii) gender reassignment;

(iv) marriage and civil partnership;

(v) pregnancy and maternity;

(vi) race;

(vii) religion or belief;

(viii) sex; and

(ix) sexual orientation;

(b) an overview of Supplier and any Subcontractor's policies and procedures covering:

(i) harassment;

(ii) bullying;

(iii) victimisation; and

(iv) Supplier Staff training and development;

(c) details of the way in which the above policies and procedures are, or will be (and by when), communicated to Supplier Staff;

(d) details of what general diversity and equality related training has been, or will be delivered (and by when), to Supplier Staff;

(e) details of what structure and resources are currently directed towards active promotion of diversity and equality within the Supplier Staff used in the performance of the Supplier's obligations under this Call-Off Contract, or if not currently in place, what will be put in place and by when.

12.5 The Buyer shall notify the Supplier within a reasonable timeframe that:

12.5.1 it accepts the draft Diversity and Equality Delivery Plan (in which case the Supplier immediately implements the Diversity and Equality Delivery Plan); or

12.5.2 it rejects the draft Diversity and Equality Delivery Plan and provides reasons for doing so (in which case the Supplier must resolve the issues identified and resubmit the draft Diversity and Equality Delivery Plan to the Buyer for acceptance within ten (10) Working Days).

Life Chances Workforce Monitoring Template

12.6 The Supplier shall provide the Life Chances Workforce Monitoring Template (contained in Appendix 1 to this Part), duly completed in full by the Supplier in respect of all Supplier Staff (including but not limited to all Subcontractors used in the performance of the Supplier's obligations under this Call-Off Contract), six (6) Months after the Effective Date and annually thereafter.

12.7 The Supplier shall complete the Life Chances Workforce Monitoring template in line with the 'Life Chances through Procurement Guidance for DWP Contractor Suppliers' and the Call-Off Contract definitions.

12.8 The Supplier will compare figures in all categories listed in the Appendix 1 - Workforce Monitoring template and provide (where possible) comparisons against any official national/regional statistics that are publicly available in accordance with the 'Social Value Guidance for Contractor Suppliers' provided by the Buyer to the Supplier.

12.9 The 'Social Value Guidance for Contractor Suppliers' provides links to a number of data collection sources; this is not an exhaustive list and other sources are available. The Buyer recognises that there may be regional variations in terms of population demographics and some data categories and coverage may not be complete or fully aligned, however, the Supplier agrees to provide high level analysis and identification of trends as and when requested by the Buyer.

12.10 The Supplier shall provide and shall ensure that its Subcontractors provide such evidence as the Buyer may require of action(s) undertaken or planned by the Supplier and/or any Subcontractor to improve the numbers in the Life Chances Workforce Monitoring Template (contained in Appendix 1 to this Joint Schedule) to the satisfaction of the Buyer.

12.11 Diversity and Equality, the Crown's Social Value agenda and DWP Priority Groups will be discussed jointly by the Buyer and the Supplier as an on-going item at Contract review meetings. Such meetings will discuss the information provided by the Supplier in accordance with Paragraph 12.2 of this Part.

Part C – Appendix 1 – Life Chances Workforce Monitoring Template

Important – the figures the Supplier provides must relate specifically to the Supplier Staff used in the performance of the Supplier's obligations under this Call-Off Contract only, which for the avoidance of doubt includes any Subcontractor.

Name of Agreement:	
Contract Number:	
Name of Supplier:	
Contract Date:	
Total Number of Supplier Staff, which for the avoidance of doubt includes any Subcontractors	

1 – Number of new Supplier Staff posts created in the performance of the Supplier's obligations under this Call-Off Contract

New Supplier Staff Posts	**Number of new Supplier Staff posts created in period**	
	1-34 hr per week posts	**35 hr + per week posts**
Baseline return (at 6 Months for Months 0-6)		
1st annual return (at 18 Months for Months 7-18)		
2nd annual return (at 30 Months for Months 19 – 30)		
3rd annual return (at 42 Months for Months 31-42)		

2 – Number of apprentices in Supplier Staff used in the performance of the Supplier's obligations under this Call-Off Contract

DWP Priority Group - Apprentices	**Number of apprentices in Supplier Staff which have been employed for 26 weeks or longer in period**	**% of apprentices in Supplier Staff at the end of the period**	**Number of apprentices who began apprenticeships as part of the Supplier Staff during the period**
Baseline return (at 6 Months for Months 0-6)			
1st annual return (at 18 Months for Months 7-18)			
2nd annual return (at 30 Months for Months 19 – 30)			
3rd annual return (at 42 Months for Months 31-42)			

3 – Number of disabled people in Supplier Staff used in the performance of the Supplier's obligations under this Call-Off Contract

DWP Priority Group - Disabled People	Number of disabled people in Supplier Staff which have been employed for 26 weeks or longer in period	% of disabled people in Supplier Staff at end of period	Number of disabled people who began employment as part of the Supplier Staff during the period
Baseline return (at 6 Months for Months 0-6)			
1st annual return (at 18 Months for Months 7-18)			
2nd annual return (at 30 Months for Months 19 – 30)			
3rd annual return (at 42 Months for Months 31-42)			

4 – Number of disabled people, who had been interviewed by the Supplier under the Guaranteed Interview Scheme (GIS) for Supplier Staff posts used in the performance of the Supplier's obligations under this Call-Off Contract

DWP Priority Group – disabled people in the Supplier Staff who had been interviewed by the Supplier under the GIS	Number of disabled people who have been interviewed for Supplier Staff posts by the Supplier under the GIS during the period
Baseline return (at 6 Months for Months 0-6)	
1st annual return (at 18 Months for Months 7-18)	
2nd annual return (at 30 Months for Months 19 – 30)	
3rd annual return (at 42 Months for Months 31-42)	

5 – Number of young people in Supplier Staff used in the performance of the Supplier's obligations under this Call-Off Contract

DWP Priority Group - Young People	Number of young people in Supplier Staff which have been employed for 26 weeks or longer in period	% young people in Supplier Staff at end of period	Number of young people who began employment as part of the Supplier Staff during the period
Baseline return (at 6 Months for Months 0-6)			
1st annual return (at 18 Months for Months 7-18)			
2nd annual return (at 30 Months for Months 19 – 30)			
3rd annual return (at 42 Months for Months 31-42)			

6 – Number of older workers in Supplier Staff used in the performance of the Supplier's obligations under this Call-Off Contract

DWP Priority Group - older workers	**Number of older workers in Supplier Staff which have been employed for 26 weeks or longer in period**	**% older workers in Supplier Staff at end of period**	**Number of older workers who began employment as part of the Supplier Staff during the period**
Baseline return (at 6 Months for Months 0-6)			
1st annual return (at 18 Months for Months 7-18)			
2nd annual return (at 30 Months for Months 19 – 30)			
3rd annual return (at 42 Months for Months 31-42)			

7 – Number of ex-offenders in Supplier Staff used in the performance of the Supplier's obligations under this Call-Off Contract

DWP Priority Group - ex-offenders	**Number of ex-offenders in Supplier Staff which have been employed for 26 weeks or longer in period**	**% ex-offenders in Supplier Staff at end of period**	**Number of ex-offenders who began employment as part of the Supplier Staff during the period**
Baseline return (at 6 Months for Months 0-6)			
1st annual return (at 18 Months for Months 7-18)			
2nd annual return (at 30 Months for Months 19 – 30)			
3rd annual return (at 42 Months for Months 31-42)			

8 – Number of black or minority ethnic people (BME) in Supplier Staff used in the performance of the Supplier's obligations under this Call-Off Contract.

DWP Priority Group - black or minority ethnic people	**Number of BME in Supplier Staff which have been employed for 26 weeks or longer in period**	**% BME in Supplier Staff at end of period**	**Number of BME who began employment as part of the Supplier Staff during the period**
Baseline return (at 6 Months for Months 0-6)			
1st annual return (at 18 Months for Months 7-18)			
2nd annual return (at 30 Months for Months 19 – 30)			

3rd annual return (at 42 Months for Months 31-42)			

9 – Number of employment experience placements conducted in the performance of the Supplier's obligations under this Call-Off Contract

Employment experience placements	**Number of employment experience placements conducted during the period**
Baseline return (at 6 Months for Months 0-6)	
1st annual return (at 18 Months for Months 7-18)	
2nd annual return (at 30 Months for Months 19 – 30)	
3rd annual return (at 42 Months for Months 31-42)	

10 – Number of work trials conducted as part of the recruitment of Supplier Staff used in the performance of the Supplier's obligations under this Call-Off Contract

Work trials	**Number of work trials conducted during the period**
Baseline return (at 6 Months for Months 0-6)	
1st annual return (at 18 Months for Months 7-18)	
2nd annual return (at 30 Months for Months 19 - 30)	
3rd annual return (at 42 Months for Months 31-42)	

11 – Number of vacancies for Supplier Staff advertised via Find A Job

Supplier Staff vacancies advertised via Find a Job	**Number of vacancies for Supplier Staff advertised via Find A Job during the period**	**% of all vacancies for Supplier Staff advertised via Find A Job during the period**
Baseline return (at 6 Months for Months 0-6)		
1st annual return (at 18 Months for Months 7-18)		
2nd annual return (at 30 Months for Months 19 - 30)		
3rd annual return (at 42 Months for Months 31-42)		

Part C – Appendix 2 – Client Policies

Policy Name	Hyperlink(s)
Business Continuity Framework	Examples of good practice in public sector business continuity management: BCM methodologies - GOV.UK (www.gov.uk) dwp-bc-framework-part1.pdf (publishing.service.gov.uk) dwp-bcframework-part2.pdf (publishing.service.gov.uk)
Information Security Policy	DWP procurement: security policies and standards - GOV.UK (www.gov.uk)
Life Chances Through Procurement	Life chances through procurement guidance for DWP contractors - GOV.UK (www.gov.uk)
Offshoring Policy	Offshoring policy for DWP contractors - GOV.UK (www.gov.uk)
Records Management Policy	Records_Management_Policy.pdf (publishing.service.gov.uk)
Sustainable Development Policy	Chapter 10: sustainable development - GOV.UK (www.gov.uk)
Welsh Language Scheme	Welsh language scheme - Department for Work and Pensions - GOV.UK (www.gov.uk)
Government Functional Standard GovS 004: property	Government Functional Standard GovS 004: Property - GOV.UK (www.gov.uk)
Greening Government Commitments	Greening Government Commitments 2021 to 2025 - GOV.UK (www.gov.uk)

*Documents correct at time of upload (26/07/2022), use hyperlinks to check for updates.

Further guidance can be found at:

DWP provider guidance - GOV.UK (www.gov.uk)

The Supplier is responsible for checking the Buyer Policies and DWP provider guidance to ensure that it is aware of and complies with the latest requirements from time to time. The Supplier shall not be entitled to any increase to the Charges in respect of a change in any Buyer Policy except to the extent that it arises from a Specific Change of Law in which case it shall be assessed accordingly.

Joint Schedule 6 (Key Subcontractors) (V3)

1 Restrictions on Certain Subcontractors

1.1 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.

1.2 In accordance with Paragraph 11 of Call-Off Schedule 34 (Special Terms), 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. The Buyer may reasonably withhold its consent to the appointment of a Key Subcontractor pursuant to Paragraph 11.7 of Call-Off Schedule 34 (Special Terms).

1.3 The Supplier shall provide CCS and the Buyer with the information listed at Paragraphs 11.2 and 11.3 of Call-Off Schedule 34 (Special Terms) in respect of the proposed Key Subcontractor.

1.4 The Supplier shall at all times comply with the requirements of Service A14 – Selection and Management of Subcontractors as stated in Call-Off Schedule 20 (Call-Off Specification) and Paragraph 11 of Call-Off Schedule 34 (Special Terms).

1.5 The Supplier shall provide and maintain from the Mobilisation Start Date an up-to-date list of all Key Subcontractors in Annex 1 to this Joint Schedule and all Subcontractors in Annex 2 to this Joint Schedule engaged or if prior to the Mobilisation Start Date proposed to be engaged under this Call-Off Contract. The Supplier shall update the list as soon as reasonably practicable, and in any event within five (5) Working Days, of any change to the Key Subcontractors or Subcontractors engaged under this Call-Off Contract.

1.6 The Supplier shall provide the following information as a minimum in respect of the lists of Key Subcontractors and Subcontractors at Annex 1 and Annex 2 to this Joint Schedule respectively:

1.6.1 the Subcontractor's name, registered office and company registration number;

1.6.2 the nature of the Deliverables to be Delivered pursuant to the Sub-Contract;

1.6.3 a point of contact for the Buyer to be able to contact the Subcontractor;

1.6.4 the duration and value of the Sub-Contract; and

1.6.5 the Credit Rating of the Subcontractor, updated not less than quarterly.

Annex 1

List of Key Subcontractors

Key Subcontractor name and contact address (if different from registered office)	Registered office and company number	Nature of Deliverables to be Delivered	Duration of Key Sub-contract	Value of Key Sub-contract including expression as a percentage of total projected Charges over the Call-Off Contract Period	Credit Rating of Key Subcontractor
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Annex 2

List of Subcontractors

Subcontractor name and contact address (if different from registered office)	Registered office and company number	Nature of Deliverables to be Delivered	Duration of Sub-contract	Value of Sub-contract including expression as a percentage of total projected Charges over the Call-Off Contract Period	Credit Rating of Subcontractor
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Joint Schedule 7 (Financial Difficulties) (V3)

1 Definitions

1.1 In this Joint Schedule 7 (Financial Difficulties), the following words shall have the following meanings, and they shall supplement Joint Schedule 1 (Definitions):

"Applicable Financial Indicators"	means the financial indicators from Paragraph 5.1 of this Joint Schedule 7 (Financial Difficulties) which are to apply to the Monitored Suppliers as set out in Paragraph 5.2 of this Joint Schedule 7 (Financial Difficulties);
"Board"	means the Supplier's Board of directors;
"Board Confirmation"	means written confirmation from the Board in accordance with Paragraph 7 of this Joint Schedule 7 (Financial Difficulties);
"Cabinet Office Markets and Suppliers Team"	means the UK Government's team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function;
"Credit Rating Threshold"	means the minimum credit rating level for each entity in the FDE Group as set out in Annex 2 to this Joint Schedule 7 (Financial Difficulties);
"FDE Group"	means the Supplier, Key Subcontractors and the Guarantor;
"Financial Distress Event"	means any of the events listed in Paragraph 3.1 of this Joint Schedule 7 (Financial Difficulties);
"Financial Distress Remediation Plan"	means a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with the Contract in the event that a Financial Distress Event occurs;
"Financial Indicators"	in respect of the Supplier, Key Subcontractors and the Guarantor, means each of the financial indicators set out at Paragraph 5.1 of this Joint Schedule 7 (Financial Difficulties) and in respect of each Monitored Supplier, means those Applicable Financial Indicators;
"Financial Target Thresholds"	means the target thresholds for each of the Financial Indicators set out at Paragraph 5.1 of this Joint Schedule 7 (Financial Difficulties);
"Monitored Suppliers"	means those entities specified at Paragraph 5.2 of this Joint Schedule 7 (Financial Difficulties), each a **"Monitored Supplier";** and
"Rating Agencies"	means the rating agencies listed in Annex 1 of this Joint Schedule 7 (Financial Difficulties), and **"Rating Agency"** shall be construed accordingly.
"Silver Contract"	means a Call-Off Contract categorised as a Silver Contract using the Cabinet Office Contract Tiering Tool;

2 Warranties and duty to notify

2.1 The Supplier warrants and represents to the Relevant Buyer for the benefit of the Relevant Buyer that as at the Call-Off Contract Effective Date:

2.1.1 the long term credit ratings issued for each entity in the FDE Group by each of the Rating Agencies are as set out in Annex 2 to this Joint Schedule 7 (Financial Difficulties); and

2.1.2 the financial position or, as appropriate, the financial performance of each of the Supplier, Guarantor and Key Subcontractors satisfies the Financial Target Thresholds.

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

2.3 The Supplier shall:

2.3.1 regularly, and in any event not less than quarterly, monitor and report the credit ratings of each entity in the FDE Group with the Rating Agencies;

2.3.2 monitor and report on the Financial Indicators for each entity in the FDE Group against the Financial Target Thresholds at least at the frequency set out for each at Paragraph 5.1 (where specified) and in any event, on a regular basis and no less than once a year within one hundred and twenty (120) days after the Accounting Reference Date (or such other date as the Buyer and Supplier (acting reasonably and in good faith) may agree); and

2.3.3 promptly notify (or shall procure that its auditors promptly notify) the Relevant Buyer 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 ten (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).

2.4 For the purposes of determining whether a Financial Distress Event has occurred pursuant to the provisions of Paragraphs 3.1.1 the credit rating of an FDE Group entity shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated that entity at or below the applicable Credit Rating Threshold.

2.5 Each report submitted by the Supplier pursuant to Paragraph 2.3.2 shall:

2.5.1 be a single report with separate sections for each of the FDE Group entities;

2.5.2 contain a sufficient level of information to enable the Relevant Buyer to verify the calculations that have been made in respect of the Financial Indicators;

2.5.3 include key financial and other supporting information (including any accounts data that has been relied on) as separate annexes;

2.5.4 be based on the audited accounts for the date or period on which the Financial Indicator is based or, where the Financial Indicator is not linked to an accounting period or an accounting reference date, on unaudited management accounts prepared in accordance with their normal timetable; and

2.5.5 include a history of the Financial Indicators reported by the Supplier in graph form to enable the Relevant Buyer to easily analyse and assess the trends in financial performance.

3 Financial Distress Events

3.1 The following shall be Financial Distress Events:

3.1.1 the credit rating of an FDE Group entity dropping below the applicable Credit Rating Threshold;

3.1.2 an FDE Group entity issuing a profits warning to a stock exchange or making any other public announcement, in each case about a material deterioration in its financial position or prospects;

3.1.3 there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of an FDE Group entity;

3.1.4 an FDE Group entity committing a material breach of covenant to its lenders;

3.1.5 a Key Subcontractor notifying CCS or the Buyer that the Supplier has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute; and

3.1.6 any of the following:

(a) commencement of any litigation against an FDE Group entity with respect to financial indebtedness greater than five million (£5m) or obligations under a service contract with a total contract value greater than five million (£5m);

(b) non-payment by an FDE Group entity of any financial indebtedness;

(c) any financial indebtedness of an FDE Group entity becoming due as a result of an event of default;

(d) the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity; or

(e) any FDE Group entity extends the filing period for filing its accounts with the Registrar of Companies so that the filing period ends more than nine (9) Months after its accounting reference date without an explanation to the Buyer which the Buyer (acting reasonably) considers to be adequate;

(f) any FDE Group entity is late to file its annual accounts without a public notification or an explanation to the Buyer which the Buyer, acting reasonably, considers to be adequate;

(g) the directors and/or external auditors of any FDE Group entity conclude that a material uncertainty exists in relation to that FDE Group entity's going concern in the annual report including in a reasonable but plausible downside scenario. This includes, but is not limited to, commentary about liquidity and trading prospects in the reports from directors or external auditors;

(h) any FDE Group entity makes a public announcement which contains adverse commentary with regards to that FDE Group entity's liquidity and trading and trading prospects, such as but not limited to, a profit warning or ability to trade as a going concern; or in each case which the Buyer reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and delivery of the service in accordance with the Call-Off Contract; and

(i) any one of the Financial Indicators set out at Paragraph 5 of this Joint Schedule 7 (Financial Difficulties) for any of the FDE Group entities failing to meet the required Financial Target Threshold,

in each case which the Relevant Buyer reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and Delivery of the Deliverables in accordance with the Call-Off Contract.

4 **Consequences of Financial Distress Events**

4.1 Immediately upon notification by the Supplier of a Financial Distress Event (or if the Relevant Buyer becomes aware of a Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Relevant Buyer shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.

4.2 In the event of a late or non-payment of a Key Subcontractor pursuant to Paragraph 3.1.5, the Relevant Buyer shall not exercise any of its rights or remedies under Paragraph 4.3 without first (1st) giving the Supplier ten (10) Working Days to:

4.2.1 rectify such late or non-payment; or

4.2.2 demonstrate to the Relevant Buyer's reasonable satisfaction that there is a valid reason for late or non-payment.

4.3 The Supplier shall (and shall procure that any Monitored Supplier, the Guarantor and/or any relevant Key Subcontractor shall):

4.3.1 at the request of the Relevant Buyer, meet the Relevant Buyer 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 or such other period as the Relevant Buyer may permit and notify to the Supplier in writing) to review the effect of the Financial Distress Event on the continued performance and Delivery of the Deliverables in accordance with the Call-Off Contract; and

4.3.2 where the Relevant Buyer 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 and Delivery of the Deliverables in accordance with the Call-Off Contract:

(a) submit to the Relevant Buyer for its approval, a draft Financial Distress Remediation 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 or such other period as the Relevant Buyer may permit and notify to the Supplier in writing); and

(b) to the extent that it is legally permitted to do so and subject to Paragraph 4.8, provide such information relating to the Supplier, any Monitored Supplier, Key Subcontractors and/or the Guarantor as the Buyer may reasonably require in order to understand the risk to the Deliverables, which may include forecasts in relation to cash flow, orders and profits and details of financial measures being considered to mitigate the impact of the Financial Distress Event.

4.4 The Relevant Buyer shall not withhold its approval of a draft Financial Distress Remediation Plan unreasonably. If the Relevant Buyer does not approve the draft Financial Distress Remediation Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Remediation Plan, which shall be resubmitted to the Relevant Buyer within five (5) Working Days of the rejection of the first draft. This process shall be repeated until the Financial Distress Remediation Plan is approved by the Relevant Buyer or referred to the Dispute Resolution Procedure set out in Clause 34 (Resolving disputes) of the Core Terms under Paragraph 4.5.

4.5 If the Relevant Buyer considers that the draft Financial Distress Remediation Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not ensure the continued performance of the Supplier's obligations in accordance with the Call-Off Contract, then it may either agree a further time period for the development and agreement of the Financial Distress Remediation Plan or escalate any issues with the draft Financial Distress Remediation Plan using the Dispute Resolution Procedure in Clause 34 (Resolving disputes) of the Core Terms.

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

4.6.1 on a regular basis (which shall not be less than fortnightly):

(a) review and make any updates to the Financial Distress Remediation Plan as the Supplier may deem reasonably necessary and/or as may be reasonably requested by the Relevant Buyer, so that the plan remains adequate, up to date and ensures the continued performance and Delivery of the Deliverables in accordance with this Call-Off Contract; and

(b) provide a written report to the Relevant Buyer setting out its progress against the Financial Distress Remediation Plan, the reasons for any changes made to the Financial Distress Remediation Plan by the Supplier and/or the reasons why the Supplier may have decided not to make any changes;

4.6.2 where updates are made to the Financial Distress Remediation Plan in accordance with Paragraph 4.6.1(a) submit an updated Financial Distress Remediation Plan to the Relevant Buyer for its Approval, and the provisions of Paragraphs 4.4 and 4.5 shall apply to the review and approval process for the updated Financial Distress Remediation Plan; and

4.6.3 comply with the Financial Distress Remediation Plan (including any updated Financial Distress Remediation Plan) and ensure that it achieves the financial and performance requirements set out in the Financial Distress Remediation Plan.

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

4.8 The Supplier shall use reasonable endeavours to put in place the necessary measures to ensure that the information specified at Paragraph 4.3.2(b) is available when required and on request from the Relevant Buyer and within reasonable timescales. Such measures may include:

4.8.1 obtaining in advance written authority from Key Subcontractors, the Guarantor and/or Monitored Suppliers authorising the disclosure of the information to the Buyer and/or entering into confidentiality agreements which permit disclosure;

4.8.2 agreeing in advance with the Relevant Buyer, Key Subcontractors, the Guarantor and/or Monitored Suppliers a form of confidentiality agreement to be entered by the relevant parties to enable the disclosure of the information to the Relevant Buyer;

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

5 **Financial Indicators**

5.1 Subject to the calculation methodology set out at Annex 3 of this Joint Schedule 7 (Financial Difficulties), the Financial Indicators and the corresponding calculations and thresholds used to determine whether a Financial Distress Event has occurred in respect of those Financial Indicators, shall be as follows:

Financial Indicator	Calculation	Financial Target Threshold:	Monitoring and Reporting Frequency
1 **Turnover Ratio**	Bidder Annual Revenue / Expected Annual Contract Value	<1.5	*Tested and reported yearly in arrears within one hundred and twenty (120) days of each accounting reference date based upon figures for the twelve (12) Months ending on the relevant accounting reference date*
2 **Operating Margin**	Operating Margin = Operating Profit / Revenue	<2.0%	*Tested and reported yearly in arrears within one hundred and twenty (120) days of each accounting reference date based upon figures for the twelve (12) Months ending on the relevant accounting reference date*
3A **Free Cash Flow / Net Debt**	Free Cash Flow / Net Debt	<5.0%	*Tested and reported yearly in arrears within one hundred and twenty (120) days of each accounting reference date based upon Free Cash Flow and Net Debt for the twelve (12) Months ending on the relevant accounting reference date*
3B **Net Debt to EBITDA Ratio**	Net Debt / EBITDA	> 2.0x	*Tested and reported yearly in arrears within one hundred and twenty (120) days of each accounting reference date based upon EBITDA and the Net Debt for the twelve (12) Months ending on the relevant accounting reference date*
4 **Net Debt + Net Pension Deficit/ EBITDA ratio**	Net Debt + Net Pension Deficit/ Surplus to EBITDA ratio = *(Net Debt + Net Pension Deficit) / EBITDA*	> 3.5x	*Tested and reported yearly in arrears within one hundred and twenty (120) days of each accounting reference date based upon EBITDA and the Net Debt for the twelve (12) Months ending on the relevant accounting reference date*

5 **Net Interest Paid Cover**	NET Interest Paid Cover =Earnings Before Interest and Tax / Net Interest Paid	< 3.0x	*Tested and reported yearly in arrears within one hundred and twenty (120) days of each accounting reference date based upon figures for the twelve (12) Months ending on the relevant accounting reference date*

6 **Acid Ratio**	Acid Ratio = (Current Assets – Inventories) / Current Liabilities	< 0.8x	*Tested and reported yearly in arrears within one hundred and twenty (120) days of each accounting reference date based upon figures at the relevant accounting reference date*
7 **Net Asset value**	Net Asset Value = Net Assets	< Nil	*Tested and reported yearly in arrears within one hundred and twenty (120) days of each accounting reference based upon figures at the relevant accounting reference date*
8 **Group Exposure Ratio**	Group Exposure / Gross Assets	> 50.0%	*Tested and reported yearly in arrears within one hundred and twenty (120) days of each accounting reference date based upon figures at the relevant accounting reference date*

Key: 1 – see Annex 3 to this Joint Schedule 7 (Financial Difficulties) which sets out the calculation methodology to be used in the calculation of each financial indicator.

5.2 **Monitored Suppliers**

The Supplier is required to provide the Applicable Financial Indicator reports at the frequency set out in the table in Paragraph 5.1 of this Joint Schedule 7 (Financial Difficulties), calculated to the methodology as set out in Annex 3 to this Joint Schedule 7 (Financial Difficulties). In addition the Supplier is required to monitor the Guarantor and Subcontractors against the Applicable Financial Indicators as set out in the table below.

Monitored Supplier	Applicable Financial Indicators (these are the Financial Indicators from the table in Paragraph 5.1 which are to apply to the Monitored Suppliers)
Guarantor	1 – Turnover Ratio 2 – Operating Margin 3A – Free Cash Flow/Net Debt % 3B - Net Debt/EBITDA 4 - Net Debt + Net Pension Deficit 5 – Net Interest Paid Cover 6 – Acid Ratio 7 – Net Asset 8 – Group Exposure Ratio

Key Subcontractors providing: • Five (5%) or more of the total of the annual Charges or	1 – Turnover Ratio 2 – Operating Margin

• ten million (£10m)or more annual Sub-Contract value or • carrying out statutory compliance work with Sub-Contract annual value of one million (£1m) or more	3A – Free Cash Flow/Net Debt % 3B - Net Debt/EBITDA 4 - Net Debt + Net Pension Deficit Surplus to EBITDA 5 – Net Interest Paid Cover 6 – Acid Ratio 7 – Net Asset 8 – Group Exposure Ratio

6 Termination rights

6.1 The Relevant Buyer shall be entitled to terminate the Call-Off Contract if:

6.1.1 the Supplier fails to notify the Relevant Buyer of a Financial Distress Event in accordance with Paragraph 2.3.3;

6.1.2 the Parties fail to agree a Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraphs 4.3 to 4.5; and/or

6.1.3 the Supplier fails to comply with the terms of the Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraph 4.6.3,

which shall be deemed to be an event to which Clause 10.4.1 (When CCS or the buyer can end a contract) of the Core Terms applies and Clauses 10.6.1 (What happens if the contract ends) and 10.6.2 (What happens if the contract ends) of the Core Terms shall apply accordingly.

7 Board confirmation

7.1 Subject to Paragraph 7.4 of this Joint Schedule 7 (Financial Difficulties), the Supplier shall within one hundred and twenty (120) days after each Accounting Reference Date or within fifteen (15) Months of the previous Board Confirmation (whichever is the earlier) provide a Board Confirmation to the Relevant Buyer in the form set out at Annex 4 to this Joint Schedule 7 (Financial Difficulties) , confirming that to the best of the Board's knowledge and belief, it is not aware of and has no knowledge:

7.1.1 that a Financial Distress Event has occurred since the later of the Effective Date or the previous Board Confirmation or is subsisting; or

7.1.2 of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event.

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

7.3 In respect of the first (1st) Board Confirmation to be provided under this Call-Off Contract, the Supplier shall provide the Board Confirmation within fifteen (15) Months of the Effective Date if earlier than the timescale for submission set out in Paragraph 7.1 of this Joint Schedule 7 (Financial Difficulties).

7.4 Where the Supplier is unable to provide a Board Confirmation in accordance with Paragraphs 7.1 to 7.3 of this Joint Schedule 7 (Financial Difficulties) due to the occurrence of a Financial

Distress Event or knowledge of subsisting matters which could reasonably be expected to cause a Financial Distress Event, it will be sufficient for the Supplier to submit in place of the Board Confirmation, a statement from the Board to the Buyer (and where the Supplier is a Strategic Supplier, the Supplier shall send a copy of the statement to the Cabinet Office Markets and Suppliers

Team) setting out full details of any Financial Distress Events that have occurred and/or the matters which could reasonably be expected to cause a Financial Distress Event.

Annex 1: Rating Agencies and their standard Rating System

Dun and Bradstreet

Annex 2: Credit Ratings and Credit Rating Thresholds

Current Rating

Entity	**Credit rating (long term)**
Supplier	[redacted]
Guarantor	[redacted]
Key Subcontractor	[redacted]

Annex 3: Calculation methodology for Financial Indicators

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

General methodology

1 ***Terminology***: The terms referred to in this Annex are those used by UK companies in their financial statements. Where the entity is not a UK company, the corresponding items should be used even if the terminology is slightly different (for example a charity would refer to a surplus or deficit rather than a profit or loss).

2 ***Groups***: Where the entity is the holding company of a group and prepares consolidated financial statements, the consolidated figures should be used.

3 ***Foreign currency conversion***: Figures denominated in foreign currencies should be converted at the exchange rate in force at the relevant date for which the Financial Indicator is being calculated.

4 ***Treatment of non-underlying items***: Financial Indicators should be based on the figures in the financial statements before adjusting for non-underlying items.

Specific Methodology

Financial Indicator	Specific Methodology
1 **Turnover Ratio**	Revenue should be shown on the face of the Income Statement. It should exclude the entity's share of the revenue of joint ventures or associates. Turnover Ratio = Bidder Annual Revenue / Expected Annual Contract Value
2 Operating Margin	The elements used to calculate the Operating Margin should be shown on the face of the Income Statement in a standard set of financial statements. Figures for Operating Profit and Revenue should exclude the entity's share of the results of any joint ventures or Associates. Where an entity has an operating loss (i.e. where the operating profit is negative), Operating Profit should be taken to be zero (0).
3A **Free Cash Flow to Net Debt Ratio**	*"**Free Cash Flow**" = Net Cash Flow from Operating Activities – Capital Expenditure* *"**Capital Expenditure**" = Purchase of property, plant & equipment + purchase of intangible assets* *"**Net Debt**" = Bank overdrafts + Loans and borrowings + Finance Leases + Deferred consideration payable – Cash and cash equivalents*

	The majority of the elements used to calculate the Free Cash Flow to Net Debt Ratio should be shown on the face of the Statement of Cash Flows and the Balance Sheet in a standard set of financial statements. *Net Cash Flow from Operating Activities*: This should be stated after deduction of interest and tax paid. *Capital expenditure*: The elements of capital expenditure may be described slightly differently but will be found under 'Cash flows from investing activities' in the Statement of Cash Flows; they should be limited to the purchase of fixed assets (including intangible assets) for the business and exclude acquisitions. The figure should be shown gross without any deduction for any proceeds of sale of fixed assets. *Net Debt*: The elements of Net Debt may also be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest-bearing liabilities (other than retirement benefit obligations) should be treated as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members. Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing. Cash and cash equivalents should include short-term financial investments shown in current assets. Where Net debt is negative (i.e. an entity has net cash), the relevant Financial Target Threshold should be treated as having been met.
3B Net Debt to EBITDA Ratio	*"**Net Debt**" = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents* *"**EBITDA**" = Operating profit + Depreciation charge + Amortisation charge* The majority of the elements used to calculate the Net Debt to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements. *Net Debt*: The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet

	or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members. Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing. Cash and cash equivalents should include short-term financial investments shown in current assets. Where Net debt is negative (i.e. an entity has net cash), the relevant Financial Target Threshold should be treated as having been met. *EBITDA*: Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates. *The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts. Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless Net Debt is also negative, in which case the relevant Financial Target Threshold should be treated as having been met).*
4 **Net Debt + Net Pension Deficit to EBITDA ratio**	*"**Net Debt**" = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents* *"**Net Pension Deficit**" = Retirement Benefit Obligations – Retirement Benefit Assets* *"**EBITDA**" = Operating profit + Depreciation charge + Amortisation charge* The majority of the elements used to calculate the Net Debt + Net Pension Deficit to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements. *Net Debt*: The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest-bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but *not* non-designated hedges). Borrowings should also include balances owed to other group members. Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing. Cash and cash equivalents should include short-term financial investments shown in current assets. *Net Pension Deficit*: Retirement Benefit Obligations and Retirement Benefit Assets may be shown on the face of the Balance Sheet or in the notes to the financial statements. They may also be described as pension benefits / obligations, post-employment obligations or other similar terms.

	Where 'Net Debt + Net Pension Deficit' is negative, the relevant Financial Target Threshold should be treated as having been met. *EBITDA*: Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates. The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts. Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless 'Net Debt + Net Pension Deficit' is also negative, in which case the relevant Financial Target Threshold should be regarded as having been met).
5 **Net Interest Paid Cover**	*"**Earnings Before Interest and Tax**" = Operating profit* *"**Net Interest Paid**" = Interest paid – Interest received* Operating profit should be shown on the face of the Income Statement in a standard set of financial statements and, for the purposes of this test, should include the entity's share of the results of any joint ventures or associates. Where the entity has an operating loss (i.e. a negative operating profit), operating profit should generally be taken to be zero (0). Interest received and interest paid should be shown on the face of the Cash Flow statement.
6 **Acid Ratio**	Acid Ratio = (Current Assets – Inventories)/ Current Liabilities All elements that are used to calculate the Acid Ratio are available on the face of the Balance Sheet in a standard set of financial statements.
7 **Net Asset value**	Net Asset Value = Net Assets Net Assets are shown (but sometimes not labelled) on the face of the Balance Sheet of a standard set of financial statements. Net Assets are sometimes called net worth or 'Shareholders' Funds'. They represent the net assets available to the shareholders. Where an entity has a majority interest in another entity in which there are also minority or non-controlling interests (i.e. where it has a subsidiary partially owned by outside investors), Net Assets should be taken inclusive of minority or non-controlling interests (as if the entity owned 100% of such entity).
8 **Group Exposure Ratio**	*"**Group Exposure**" = Balances owed by Group Undertakings + Contingent liabilities assumed in support of Group Undertakings* *"**Gross Assets**" = Fixed Assets + Current Assets* *Group Exposure*: Balances owed by (ie receivable from) Group Undertakings are shown within Fixed assets or Current assets either on the face of the Balance Sheet or in the relevant notes to the financial statements. In many cases there may be no such balances,

	in particular where an entity is not a member of a group or is itself the ultimate holding company of the group. Contingent liabilities assumed in support of Group Undertakings are shown in the Contingent Liabilities note in a standard set of financial statements. They include guarantees and security given in support of the borrowings of other group companies, often as part of group borrowing arrangements. Where the contingent liabilities are capped, the capped figure should be taken as their value. Where no cap or maximum is specified, the relevant Financial Target Threshold should automatically be regarded as not having been met. In many cases an entity may not have assumed any contingent liabilities in support of Group Undertakings, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group. *Gross Assets*: Both Fixed assets and Current assets are shown on the face of the Balance Sheet

Annex 4: Board Confirmation

Supplier Name:

Contract Reference Number:

The Board acknowledge the requirements set out at Paragraph 7 of this Joint Schedule 7 (Financial Difficulties) and confirm that the Supplier has exercised due care and diligence and made reasonable enquiry of all relevant Supplier Staff and other persons as is reasonably necessary to enable the Board to prepare this statement.

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

(a) that a Financial Distress Event has occurred since the later of the previous Board Confirmation and the Effective Date or is subsisting; or

(b) of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event

On behalf of the Board:

Chair [redacted]……

Signed [redacted]……

Date [redacted]……

Director [redacted]……

Signed [redacted]……

Date [redacted]……

Joint Schedule 8 (Guarantee)

1 Definitions

1.1 In this Joint Schedule 8 (Guarantee), the following words shall have the following meanings, and they shall supplement Joint Schedule 1 (Definitions):

"Guarantee"	a deed of guarantee from the Guarantor in favour of a Buyer in the form set out in Annex 1 to this Joint Schedule 8 (Guarantee);
"Guarantor"	the ultimate holding company that the Supplier relied upon to meet the economic and financial standing requirements of the selection stage of the procurement process for the Framework Contract;

2 Obligation to provide guarantee

2.1 Where a Buyer has notified the Supplier that the award of the Call-Off Contract by the Buyer shall be conditional upon receipt of a valid Guarantee, then, on or around the execution of the Call-Off Contract, and in any event no later than seven (7) Working Days after the execution of the Call-Off Contract, as a condition subsequent of that Call-Off Contract, the Supplier shall deliver to the Buyer by the date so specified by the Buyer:

The Buyer reserves the right to request an ultimate Parent Company Guarantee dependent upon the outcome of FVRA

2.1.1 a duly executed Guarantee;

2.1.2 a certified copy extract of the board minutes and/or resolution of the Guarantor approving the execution of the Guarantee; and

2.1.3 (where the Guarantor is not a company incorporated in England or Wales), written evidence in accordance with Paragraphs 13.2 and 13.3 of Call-Off Schedule 34 (Special Terms),

in each case, in accordance with Paragraph 13 of Call-Off Schedule 34 (Special Terms).

2.2 Where a Buyer has procured a Guarantee under Paragraph 2.1 above, the Buyer may terminate the Call-Off Contract for material Default of the Contract for the purposes of Clause 10.4.1(d) (When CCS or the buyer can end a contract) of the Core Terms where:

2.2.1 the Guarantor withdraws the Guarantee in whole or in part for any reason whatsoever;

2.2.2 the Guarantor is in breach or anticipatory breach of the Guarantee;

2.2.3 an Insolvency Event occurs in respect of the Guarantor;

2.2.4 the Guarantee becomes invalid or unenforceable for any reason whatsoever; or

2.2.5 the Supplier fails to provide any of the documentation required by Paragraph 2.1 by the date so specified by the Buyer,

and in each case the Guarantee is not replaced by an alternative Guarantee Agreement acceptable to the Buyer.

Annex 1 – Form of Guarantee

DEED OF GUARANTEE

PROVIDED BY

[redacted]

FOR THE BENEFIT OF

[
The Secretary of State for Work and Pensions

DEED OF GUARANTEE

THIS DEED OF GUARANTEE is made the day of 20[ ]

BETWEEN:

(a) [Insert the name of the Guarantor] [a company incorporated in England and Wales] with number [insert company no.] whose registered office is at [insert details of the Guarantor's registered office here] [OR] [a company incorporated under the laws of [insert country], registered in [insert country] with number [insert number] at [insert place of registration], whose principal office is at [insert office details] (**"**the **Guarantor"**); and

(b) The Secretary of State for Work and Pensions of Caxton House, Tothill Street, London, SW1H 9NA acting as part of the Crown (the **"Beneficiary"**).

WHEREAS:

(A) It is a condition of the Beneficiary entering into the Guaranteed Agreement that the Guarantor executes and delivers this Deed of Guarantee to the Beneficiary.

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

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

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

1 DEFINITIONS AND INTERPRETATION

In this Deed of Guarantee:

1.1 unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Guaranteed Agreement;

1.2 the words and phrases below shall have the following meanings:

"Call-Off Contract"	the Contract between the Beneficiary and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
"Framework Contract"	means the framework contract RM6257 between the Minister for the Cabinet Office represented by its executive agency the Crown Commercial Service and the Supplier;
"Guaranteed Agreement"	means the Call-Off Contract;
"Guaranteed Obligations"	means all obligations and liabilities of the Supplier to the Beneficiary under a Guaranteed Agreement together with all obligations owed by the Supplier to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by

	reference to a Guaranteed Agreement;
"Supplier"	means [Insert the name, address and registration number of the Supplier as each appears in the Framework Award Form]; and
"Working Day"	means any day other than a Saturday or Sunday or Bank Holiday in England and Wales unless agreed otherwise by the Parties.

1.3 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to a Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;

1.4 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;

1.5 references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;

1.6 the words "other" and "otherwise" are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;

1.7 unless the context otherwise requires, reference to a gender includes the other gender and the neuter;

1.8 unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;

1.9 unless the context otherwise requires, any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;

1.10 references to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee; and

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

2 GUARANTEE AND INDEMNITY

2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.

2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor.

2.3 If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:

2.3.1 fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the

Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and

2.3.2 as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than if it had been named as joint Supplier with the Supplier under the Guaranteed Agreement. The Guarantor's liability shall be no greater than [if it had been named as joint Supplier with] the Supplier under the Guaranteed Agreement.

2.4 As a separate and independent obligation and liability from its obligations and liabilities under Paragraphs 2.1 to 2.3 above, the Guarantor as a primary obligor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than if it had been named as joint Supplier with the Supplier under the Guaranteed Agreement and the relevant obligation had not become unenforceable, invalid or illegal.

3 OBLIGATION TO ENTER INTO A NEW CONTRACT

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

4 DEMANDS AND NOTICES

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

[**Insert** Address of the Guarantor in England and Wales]

[Insert Facsimile Number / Email Address]

For the Attention of [**Insert** details]

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

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

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

4.2.2 if posted, at 10.00 a.m. on the second (2nd) Working Day after it was put into the post; or

4.2.3 if sent by [or email address / facsimile number], at the time of despatch, if despatched before 5.00 p.m. on any Working Day, and in any other case at 10.00 a.m. on the next Working Day.

4.3 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first (1st) class recorded delivery letter, or that the facsimile message was properly addressed and despatched, as the case may be.

4.4 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

5 BENEFICIARY'S PROTECTIONS

5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.

5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:

5.2.1 it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;

5.2.2 it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Beneficiary, the Guarantor or any other person;

5.2.3 if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and

5.2.4 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.

5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach or non-performance by the Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation.

5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.

5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.

5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.

5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.

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

6 **GUARANTOR INTENT**

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

7 RIGHTS OF SUBROGATION

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

7.1.1 of subrogation and indemnity;

7.1.2 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier's obligations; and

7.1.3 to prove in the liquidation or insolvency of the Supplier,

only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor hereby acknowledges that it has not

taken any security from the Supplier and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this Paragraph on trust for the Beneficiary.

8 DEFERRAL OF RIGHTS

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

8.1.1 exercise any rights it may have to be indemnified by the Supplier;

8.1.2 claim any contribution from any other guarantor of the Supplier's obligations under the Guaranteed Agreement;

8.1.3 take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement;

8.1.4 demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Supplier; or

8.1.5 claim any set-off or counterclaim against the Supplier;

8.2 If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Paragraph 8 (Deferral of rights), anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.

9 REPRESENTATIONS AND WARRANTIES

9.1 The Guarantor hereby represents and warrants to the Beneficiary that:

9.1.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;

9.1.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;

9.1.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including, without limitation entry into and performance of a contract pursuant to Paragraph 3 (Obligation to enter into a new contract), have been duly authorised by all necessary corporate action and do not contravene or conflict with:

(a) the Guarantor's memorandum and articles of association or other equivalent constitutional documents;

(b) any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or

(c) the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;

9.1.4 all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and

9.1.5 this Deed of Guarantee is the legal, valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

10 PAYMENTS AND SET-OFF

10.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by Law, and if any deduction or withholding must be made by Law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.

10.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

10.3 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

11 GUARANTOR'S ACKNOWLEDGEMENT

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

12 ASSIGNMENT

12.1 The Beneficiary shall be entitled by notice in writing to the Guarantor to assign the benefit of this Deed at any time to any person without the consent of the Guarantor being required and any such assignment shall not release the Guarantor from liability under this Deed.

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

13 SEVERANCE

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

14 THIRD PARTY RIGHTS

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

15 SURVIVAL

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

16 GOVERNING LAW

16.1 This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English Law.

16.2 The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.

16.3 Nothing contained in this Paragraph shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable Law).

16.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Paragraph on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

16.5 [The Guarantor hereby irrevocably designates, appoints and empowers [the Supplier] [a suitable alternative to be agreed if the Supplier's registered office is not in England or Wales] either at its registered office or on facsimile number [insert fax no.] from time to time to act as its authorised agent to receive notices, demands, service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Beneficiary in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the service of notices and demands, service of process or any other legal summons served in such way.]

[Guidance Note: Include the above provision when dealing with the appointment of English process agent by a non-English incorporated Guarantor]

17 COUNTERPARTS

17.1 This Deed may be executed (electronically or by engrossment) in any number of counterparts, each of which when executed and delivered, shall be an original, and all counterparts together shall constitute one and the same instrument.

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

EXECUTED as a DEED by
[Insert name of the Guarantor] acting by [Insert/print names]

Director

Director/Secretary

The corporate seal of the Secretary of State for Work and Pensions is hereunto affixed and authenticated by:)))) SEAL OF THE SECRETARY OF STATE FOR WORK AND PENSIONS

Name: .....
Signature:.....
Title: Authorised signatory

Joint Schedule 10 (Rectification Plan) (V2)

Text highlighted in yellow to be completed when RP Form is completed (i.e. no further input from DWP required at this time).

Request for [revised] Rectification Plan [**Guidance**: This section is to be completed by the Authority requesting a Rectification Plan under Clause 10.3 (Rectification plan process) of the Core Terms)			
Details of the Default:	[Guidance: Explain the Default being: (a) a Default by the Service Provider; or (b) a Persistent KPI Failure, with clear schedule and clause references as appropriate]		
Deadline for receiving the [Revised] Rectification Plan:	[add date (minimum six (6) Working Days from request)]		
Signed by the Buyer		Date:	
Supplier [Revised] Rectification Plan			
Cause of the Default	[add details and root cause analysis]		
Anticipated impact assessment:	[add impact]		
Actual effect of Default:	[add effect]		
Steps to be taken to rectification:	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[…]	[date]	
Timescale for complete rectification of Default	[X] Working Days		

Steps taken to prevent recurrence of Default	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[…]	[date]	
Signed by the Supplier:		Date:	
Review of Rectification Plan [CCS/Buyer]			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by the Buyer		Date:	

Joint Schedule 11 (Processing Data) (V3)

Definitions

1. In this Joint 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 Sub-processor engaged in the performance of its obligations under a Contract;

Status of the Controller

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

(a) "Controller" in respect of the other Party who is "Processor";

(b) "Processor" in respect of the other Party who is "Controller";

(c) "Joint Controller" with the other Party;

(d) "Independent Controller" of the Personal Data where the other Party is also "Controller",

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

Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 *(Processing Personal Data*) by the Controller.

4. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:

(a) a systematic description of the envisaged Processing and the purpose of the

Processing;

(b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;

(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 (Data Protection) 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 this Call-Off 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 (Processing Data), Clauses 14 (Data protection), 15 (What you must keep confidential) and 16 (When you can share information) of the Core Terms;

(B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by this Call-Off 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 destination country has been recognised as adequate by the UK government in accordance with Article 45 UK GDPR or section 74 of the DPA 2018;

(ii) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;

(iii) the Data Subject has enforceable rights and effective legal remedies;

(iv) 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

(v) 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

(vi) The Supplier and any of its Subcontractors, shall not access, process, host or transfer Buyer Data outside the United Kingdom without the prior written consent of the Buyer, and where the Buyer gives consent, the Supplier shall comply with any reasonable instructions notified to it by the Buyer in relation to the Buyer Data in question. The provisions set out in this Paragraph shall apply to Landed Resources.

(vii) Where the Buyer has given its prior written consent to the Supplier to access, process, host or transfer Buyer Data from premises outside the United Kingdom: -

a) the Supplier must notify the Buyer (in so far as they are not prohibited by Law) where any regulatory bodies seek to gain or has gained access to such Buyer Data;

b) the Supplier shall take all necessary steps in order to prevent any access to, or disclosure of, any Buyer Data to any regulatory bodies outside the United Kingdom unless required by Law without any applicable exception or exemption.

(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 8 of this Joint Schedule 11 (Processing Data), the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:

(a) receives a Data Subject Access Request (or purported Data Subject Access Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory Buyer 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 (Processing Data), 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 7 of this Joint Schedule 11 (Processing Data), (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

(a) the Controller with full details and copies of the complaint, communication or request;

(b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

(c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

(d) assistance as requested by the Controller following any Personal Data Breach; and/or

(e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11 (Processing Data). 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 (Processing Data), 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 Buyer may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 (Processing Data) 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). For the avoidance of doubt, any revision or replacement pursuant to an applicable certification scheme shall be treated as a General Change in Law under or in relation to this Call-Off Contract.

16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office (ICO). The Relevant Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office. For the avoidance of doubt, any guidance issued by the ICO shall be treated as a General Change in Law under or in relation to this Call-Off Contract.

Where the Buyer seeks to amend or vary this Call-Off Schedule otherwise than under or in relation to Paragraphs 15 or 16 or where a General Change in Law applies such change shall be treated as a Variation pursuant to the Variation

Procedure.

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 (Processing Data).

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 (Processing Data) 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 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 this Call-Off 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 this Call-Off Contract and shall:

(a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;

(b) implement any measures necessary to restore the security of any compromised Personal Data;

(c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and

(d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under this Call-Off 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 this Call-Off Contract which is specified in Annex 1 *(Processing Personal Data)*.

29. Notwithstanding the general application of Paragraphs 2 to 15 of this Joint Schedule 11 (Processing Data) to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with Paragraphs 16 to 27 of this Joint Schedule 11 (Processing Data).

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 Buyer at its absolute discretion.

1.1 The contact details of the Relevant Buyer's Data Protection Officer are: [redacted]

1.2 The contact details of the Supplier's Data Protection Officer are: [redacted]

1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	**The Relevant Buyer is Controller and the Supplier is Processor** The Parties acknowledge that in accordance with Paragraph 2 to Paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Buyer is the Controller and the Supplier is the Processor of the following Personal Data: ● Names ● Addresses (home and business) ● Employment details (including identity numbers, signatory authorisation status) ● Images and audio footage (derived from CCTV and/Body-Worn Cameras) of DWP Staff, landlords, co-tenants, and customers. **The Parties are Independent Controllers of Personal Data** The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of: ● Business contact details of Supplier Personnel for which the Supplier is the Controller, ● Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Buyer (excluding the Supplier Personnel) engaged in the performance of the Relevant Buyer's duties under the Contract) for which the Relevant Buyer is the Controller.

<table>
<tr><td>Duration of the Processing</td><td>The duration of the contract, including any contract extension(s), unless otherwise specified in the following table:
<table><tr><th>Service</th><th>Retention Period</th></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td>SCC Local Storage</td><td>thirty (30) Days</td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr></table>*Not all retention periods are currently known and will be updated, more data may be added as part of the Mobilisation Period</td></tr>
<tr><td>Nature and purposes of the Processing</td><td>Collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) for the purposes of:

- performance of Security Control Centre Services under the Contract
- administration of the Call-Off Contract.

Including through the following arrangements for the provision, monitoring, and/or management of:

- alarm notification systems,
- Video Surveillance System (VSS) systems,
- 2-way audio systems (including intercom devices)
- Lone Worker Devices (LWDs)
- Communications with the Buyer’s Security Guarding Supplier’s systems (including Body Worn Cameras (BWCs), Private Mobile Radios (PMR) systems, and time and attendance systems)
- access control systems
- Key Management systems
- provision of reports</td></tr>
<tr><td>Type of Personal Data</td><td>● Names
● Addresses (home and business)
● Employment details (including identity numbers, signatory authorisation status)
● Data, images and audio footage (derived from systems provided, monitored and/or managed by the Supplier on behalf of the Relevant Buyer)
● Vehicle information (registration numbers)
● Premises access records</td></tr>
</table>

	of DWP Staff, Supplier Staff, Sub-Contractor Staff, agents, consultants, landlords, co-tenants, and DWP customers.
Categories of Data Subject	DWP staff, Supplier Staff, Sub-Contractor Staff, agents, consultants, landlords, co-tenants, and DWP customers
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	[To be identified by Supplier]

Annex 2 - Joint Controller Agreement

1. Joint Controller Status and Allocation of Responsibilities

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of Paragraphs 2-15 of this Joint Schedule 11 (Processing Data) (Where one Party is Controller and the other Party is Processor) and Paragraphs 7-27 of this Joint Schedule 11 (Processing Data) (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 Buyer:

(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 and Buyer's privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of Paragraph 1.2 of this Annex, 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 Buyer each undertake that they shall:

(a) report to the other Party Monthly via the KAMM on:

(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 Buyer 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 Paragraphs 2.1(a)(iii) 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 Deliver 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;

(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 Paragraph 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within forty-eight (48) hours, upon becoming

aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:

(a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation; and

(b) all reasonable assistance, including:

(i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;

(ii) co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;

(iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or

(iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Paragraph 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 forty-eight (48) hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

(a) the nature of the Personal Data Breach;

(b) the nature of Personal Data affected;

(c) the categories and number of Data Subjects concerned;

(d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;

(e) measures taken or proposed to be taken to address the Personal Data Breach; and

(f) describe the likely consequences of the Personal Data Breach.

4. **Audit**

4.1 The Supplier shall permit:

(a) the Relevant Buyer, or a third-party auditor acting under the Relevant Buyer's direction, to conduct, at the Relevant Buyer's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or

(b) the Relevant Buyer, or a third-party auditor acting under the Relevant Buyer's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 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 Delivery of the Deliverables.

4.2 The Relevant Buyer may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Paragraph 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 Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

7. **Liabilities for Data Protection Breach**

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

(a) if in the view of the Information Commissioner, the Relevant Buyer is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Buyer, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Buyer, then the Relevant Buyer shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Buyer will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Buyer and its third-party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;

(b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Buyer is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Buyer and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or

(c) if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Buyer and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 (Resolving disputes) of the Core Terms.

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

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

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

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

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

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

8. **Termination**

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Relevant Buyer shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 (Ending the contract or any subcontract) of the Core Terms where the Contract is a Core Terms Contract or the applicable termination clause where the Contract is a Non-Core Terms Contract (Ending the contract or any subcontract).

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 this Call-Off 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) (V2)

1 **Definitions**

1.1 In this Joint 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"	shall have the same meaning as 'small and medium sized enterprises defined by enterprises' under section 123(1) of the Procurement Act 2023 (as may be amended from time to time pursuant to sub-section (4));
"SME Management Information Report"	has the meaning given to it in Paragraph 3.1 of this Joint Schedule 12;
"Supply Chain Management Information Report Template"	the document at Annex 1 of this Joint 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 Delivery of the Deliverables above a minimum threshold of £30,000 that arise during the Call-Off Contract Period;

2.1.2 within ninety (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 Call-Off 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.

2.2 Each advert referred to at Paragraph 2.1.1 of this Joint Schedule 12 (Supply Chain Visibility) 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 Buyer 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 this Call-Off 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 Management Information Report Template which is:

3.1.1 the total contract revenue received directly on the Contract;

3.1.2 the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and

3.1.3 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 Management 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 Management Information Report Template to provide the information detailed at Paragraph 3.1 1.- .3.1.3 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 Management Information Report Template without the Approval of the Buyer.

Joint Schedule 12 Supply Chain Visibility: Annex 1 Supply Chain Management Information Report Template

The parties agree that **Annex 1 Supply Chain Management Information Report Template** stored on the Buyer's JAGGAER system is the agreed form of the **Annex 1 Supply Chain Management Information Report Template** contained within this Joint Schedule 12: Supply Chain Visibility.



Supply Chain Information
Report templat

Call-Off Schedule 1 (Transparency Reports) (V2)

1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles). The Supplier shall comply with the provisions of this Schedule to assist the Buyer with its compliance with its obligations under that PPN.

1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Mobilisation Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Call-Off Schedule 1 (Transparency Reports).

1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated in accordance with the dispute resolution procedure set out in Clause 34 (Resolving disputes) of the Core Terms.

1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Call-Off Schedule 1 (Transparency Reports).

Call-Off Schedule 1 (Transparency Reports)
Call-Off Ref:
Crown Copyright 2018

Annex A: List of Transparency Reports

Shall be finalised at Contract Award:

Title	Content	Relevant Schedule	Format	Frequency
Self Audit Certificate supported by an audit report	Refer to Clause 6.7, of the Core Terms	Core Terms	Refer to Clause 6.7, of the Core Terms	The end of each Contract Year
Open Book Data	Refer to definition for "Open Book Data" within Joint Schedule 1 (Definitions)	Joint Schedule 1 (Definitions)	To be agreed within thirty (30) days of Mobilisation Start Date.	During the Call-Off Contract Period, and for a period of seven (7) years following the End Date, the Supplier shall: - maintain and retain the Open Book Data; and - disclose and allow the Buyer and/or the Auditor access to the Open Book Data
Onerous Contract Report	Refer to definition for "Onerous Contract" within Joint Schedule 1 (Definitions) Content shall include: - An initial root cause analysis of the issues and circumstances which may have contributed to the Contract being designated as an Onerous Contract; - An initial risk analysis and impact assessment on the Delivery of the	Joint Schedule 1 (Definitions)	To be agreed within thirty (30) days of Mobilisation Start Date.	If the Supplier publicly designates the Call-Off Contract as an Onerous Contract (including where the Supplier has identified the Call-Off Contract as such in any published accounts or public reports and announcements), the Supplier shall promptly notify the Buyer of the designation and shall prepare and deliver to the Buyer within the timescales agreed by the Parties (an in any event, no later than two (2) months following the publication of the

	Deliverables as a result of the Supplier's designation of the Contract as an Onerous Contract; - the measures which the Supplier intends to put in place to minimise and mitigate any adverse impact on the provision on the Deliverables; - details of any other options which could be put in place to remove the designation of the Contract as an Onerous Contract and/or which could minimise and mitigate any adverse impact on the Delivery of the Deliverables			designation) a draft Onerous Contract Report.
Provision of Financial Reports	Includes the following (refer to definition within Joint Schedule 1 (Definitions)): - Contract Amendment Report - Quarterly Contract Report - Annual Contract Report - Final Reconciliation Report Content to be agreed within thirty (30) days of the Mobilisation Start Date	Joint Schedule 1 (Definitions)	To be agreed within thirty (30) days of Mobilisation Start Date. Each Financial Report shall: - be completed by the Supplier using reasonable skill and care; - incorporate and use the same defined terms as are used in this Contract; - quote all monetary values in pounds sterling; - quote all costs as exclusive of any VAT; and	**Contract Amendment Report**: Within one (1) Month of any Variation (excluding Operational Changes) to this Call-Off Contract being agreed between the Supplier and the Buyer. **Quarterly Contract Report:** Within one (1) Month of the end of each three (3) Month period beginning on the Mobilisation Start Date and each anniversary thereof. **Annual Contract Report**: Within one (1) Month of the end of the Contract Year to which that report relates.

Call-Off Schedule 1 (Transparency Reports)
Call-Off Ref:
Crown Copyright 2018

				Final Reconciliation Report: In accordance with Paragraph 21 of Call-Off Schedule 5 (Pricing Details).

			- quote all costs and charges based on current prices. - Each Annual Contract Report and the Final Reconciliation Report shall be certified by the Supplier's Chief Financial Officer or Director of Finance (or equivalent as agreed in writing by the Authority in advance of issue of the relevant Financial Report), acting with express authority, as: - being accurate and not misleading; - having been prepared in conformity with generally accepted accounting principles within the United Kingdom; - being a true and fair reflection of the information included within the Supplier's management and statutory accounts.	
Annual slavery and human trafficking statement and report	Refer to Paragraph 3, within Joint Schedule 5 (Corporate Social Responsibility)	Joint Schedule 5 (Corporate Social Responsibility)	To be agreed within thirty (30) days of Mobilisation Start Date.	Annually
Corporate Social Responsibility Report	Refer to Paragraph 10 and Table B, within Joint Schedule 5 (Corporate Social Responsibility)	Joint Schedule 5 (Corporate Social Responsibility)	To be agreed within thirty (30) days of Mobilisation Start Date.	Annually
Diversity and Equality Delivery Plan	Refer to Paragraphs 12.0 – 12.4, within Joint Schedule 5 (Corporate Social Responsibility)	Joint Schedule 5 (Corporate Social Responsibility)	To be agreed within thirty (30) days of Mobilisation Start Date.	Six (6) Months after the Effective Date, and annually thereafter.

Life Chances Workforce Monitoring	Refer to Paragraphs 12.6 to 12.11 & Appendix 1, within Joint Schedule 5 (Corporate Social Responsibility)	Joint Schedule 5 (Corporate Social Responsibility)	To be agreed within thirty (30) days of Mobilisation Start Date.	Six (6) Months after the Effective Date, and annually thereafter.
Key Subcontractors	Refer to Paragraph 1 within Joint Schedule 6 (Key Subcontractors)	Joint Schedule 6 (Key Subcontractors)	To be agreed within thirty (30) days of Mobilisation Start Date.	To be agreed within thirty (30) days of Mobilisation Start Date
Credit Rating Monitoring of each entity in the FDE Group with the Rating Agencies	Refer to Paragraph 2.3.1 within Joint Schedule 7 (Financial Difficulties)	Joint Schedule 7 (Financial Difficulties)	To be agreed within thirty (30) days of Mobilisation Start Date.	No less than quarterly
Applicable Financial Indicator reports	Supplier is required to monitor the Guarantor and Subcontractors against the Applicable Financial Indicators Refer to Paragraph 5 and Annex 3 within Joint Schedule 7 (Financial Difficulties)	Joint Schedule 7 (Financial Difficulties)	To be agreed within thirty (30) days of Mobilisation Start Date.	Refer to Table within Paragraph 5.1 in Joint Schedule 7 (Financial Difficulties)
Visibility of Sub-Contract Opportunities in the Supply Chain	Monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Call-Off Contract Period. Refer to Paragraph 2 within Joint Schedule 12 (Supply Chain Visibility)	Joint Schedule 12 (Supply Chain Visibility)	To be agreed within thirty (30) days of Mobilisation Start Date.	To be agreed within thirty (30) days of Mobilisation Start Date
SME Management Information Reports	Refer to Paragraph 3 and Annex 1, within Joint Schedule 12 (Supply Chain Visibility)	Joint Schedule 12 (Supply Chain Visibility)	To be agreed within thirty (30) days of Mobilisation Start Date.	To be agreed within thirty (30) days of Mobilisation Start Date
ICT Maintenance Schedule	Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment.	Call-Off Schedule 6 (ICT Services)	To be agreed within thirty (30) days of Mobilisation Start Date.	To be agreed within thirty (30) days of Mobilisation Start Date

	Refer to Paragraph 8, Call-Off Schedule 6 (ICT Services)			
Information Security Management System (ISMS)	Refer to Paragraph 5, within Call-Off Schedule 9 (Security)	Call-Off Schedule 9 (Security)	To be agreed within twenty (20) days of Mobilisation Start Date.	Annually
Security Management Plan	Refer to Paragraph 6, within Call-Off Schedule 9 (Security)	Call-Off Schedule 9 (Security)	To be agreed within twenty (20) days of Mobilisation Start Date.	Annually
Supplier Asset Register and Depreciation Policy	Refer to Paragraph 2, within Call-Off Schedule 10 (Exit Management)	Call-Off Schedule 10 (Exit Management)	To be agreed within thirty (30) days of Mobilisation Start Date	Within thirty (30) days from the Start Date, frequency thereafter to be agreed within thirty (30) days of Mobilisation Start Date
Exit Plan	Refer to Paragraph 4, within Call-Off Schedule 10 (Exit Management)	Call-Off Schedule 10 (Exit Management)	To be agreed within thirty (30) days of Mobilisation Start Date	Within three (3) Months after the Start Date, frequency thereafter every six (6) months in the first (1st) Contract Year and, thereafter every twelve (12) months for the remainder of the Call -Off Contract Period
Mobilisation Plan	Refer to Paragraph 3 and Annex 1A, within Call-Off Schedule 13 (Mobilisation Plan and Testing)	Call-Off Schedule 13 (Mobilisation Plan and Testing)	Refer to Paragraph 3, within Call-Off Schedule 13 (Mobilisation Plan and Testing)	Within ten (10) Working Days of the Mobilisation Start Date, frequency and revisions thereafter refer to Paragraph 4 within Call-Off Schedule 13 (Mobilisation Plan and Testing)
Mobilisation Organisation Structure	Refer to Paragraph 7, within Call-Off Schedule 13 (Mobilisation Plan and Testing)	Call-Off Schedule 13 (Mobilisation Plan and Testing)	To be agreed within thirty (30) days of Mobilisation Start Date	Five (5) Working Days after the Mobilisation Start Date

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Mobilisation Strategy	Refer to Annex 1C within Call-Off Schedule 13 (Mobilisation Plan and Testing)	Call-Off Schedule 13 (Mobilisation Plan and Testing)	To be agreed within thirty (30) days of Mobilisation Start Date	To be agreed within thirty (30) days of Mobilisation Start Date

Supplier's evaluation and selection procedure and evidence report for Subcontractors	Refer to Paragraph 8.2.1, within Call-Off Schedule 13 (Mobilisation Plan and Testing)	Call-Off Schedule 13 (Mobilisation Plan and Testing)	To be agreed within thirty (30) days of Mobilisation Start Date	To be agreed within thirty (30) days of Mobilisation Start Date
Suppliers Subcontractor scope of services report	Refer to Paragraph 12.2 of Call-Off Schedule 34 (Special Terms)	Call-Off Schedule 34 (Special Terms)	To be agreed within thirty (30) days of Mobilisation Start Date	To be agreed within thirty (30) days of Mobilisation Start Date
Security Risk Assessments for each Buyer Premises	Refer to Paragraph 8.3, within Call-Off Schedule 13 (Mobilisation Plan and Testing)	Call-Off Schedule 13 (Mobilisation Plan and Testing)	To be agreed within thirty (30) days of Mobilisation Start Date	To be agreed within thirty (30) days of Mobilisation Start Date
Security & Vetting Information for Supplier Staff and Subcontractors	Refer to Paragraph 8.4, within Call-Off Schedule 13 (Mobilisation Plan and Testing)	Call-Off Schedule 13 (Mobilisation Plan and Testing)	To be agreed within thirty (30) days of Mobilisation Start Date	To be agreed within thirty (30) days of Mobilisation Start Date
Cutover Plan and Deliverables	Refer to Paragraph 8.5, within Call-Off Schedule 13 (Mobilisation Plan and Testing)	Call-Off Schedule 13 (Mobilisation Plan and Testing)	Within the first 10 Working Days of the Mobilisation Start Date.	Within the first 10 Working Days of the Mobilisation Start Date.
Supplier Equipment Roll Out Plan	Refer to Paragraph 8.6 within Call-Off Schedule 13 (Mobilisation Plan and Testing)	Call-Off Schedule 13 (Mobilisation Plan and Testing)	To be agreed within thirty (30) days of Mobilisation Start Date	To be agreed within thirty (30) days of Mobilisation Start Date

Live Equipment Register	Refer to Paragraph 8.6.4 within Call-Off Schedule 13 (Mobilisation Plan and Testing)	Call-Off Schedule 13 (Mobilisation Plan and Testing)	To be agreed within thirty (30) days of Mobilisation Start Date	To be agreed within thirty (30) days of Mobilisation Start Date
Supplier's CAFM System Statement	Refer to Paragraph 8.8.2 within Call-Off Schedule 13 (Mobilisation Plan and Testing)	Call-Off Schedule 13 (Mobilisation Plan and Testing)	To be agreed within thirty (30) days of Mobilisation Start Date	To be agreed within thirty (30) days of Mobilisation Start Date

Performance and MI Reporting Programme	Refer to Paragraph 8.13 within Call-Off Schedule 13 (Mobilisation Plan and Testing)	Call-Off Schedule 13 (Mobilisation Plan and Testing)	To be agreed within thirty (30) days of Mobilisation Start Date	To be agreed within thirty (30) days of Mobilisation Start Date
Information Security Questionnaire (ISQ) and Non Functional Requirement (NFR) Documents	Refer to Paragraph 8.12 within Call-Off Schedule 13 (Mobilisation Plan and Testing)	Call-Off Schedule 13 (Mobilisation Plan and Testing)	To be agreed within thirty (30) days of Mobilisation Start Date	To be agreed within thirty (30) days of Mobilisation Start Date
Test Strategy	Refer to Annex 2, Paragraph 3 within Call-Off Schedule 13 (Mobilisation Plan and Testing)	Call-Off Schedule 13 (Mobilisation Plan and Testing)	No later than twenty (20) Working Days after the Mobilisation Start Date.	No later than twenty (20) Working Days after the Mobilisation Start Date.
Test Plans	Refer to Annex 2, Paragraph 4 within Call-Off Schedule 13 (Mobilisation Plan and Testing)	Call-Off Schedule 13 (Mobilisation Plan and Testing)	No later than twenty (20) Working Days after the Mobilisation Start Date.	No later than twenty (20) Working Days after the Mobilisation Start Date.
Draft Test Reports	Refer to Annex 2, Paragraph 7 within Call-Off Schedule 13 (Mobilisation Plan and Testing)	Call-Off Schedule 13 (Mobilisation Plan and Testing)	To be agreed within thirty (30) days of Mobilisation Start Date	Not less than two (2) Working Days prior to the date on which the Test is planned to end
Final Test Reports	Refer to Annex 2, Paragraph 7 within Call-Off Schedule 13 (Mobilisation Plan and Testing)	Call-Off Schedule 13 (Mobilisation Plan and Testing)	To be agreed within thirty (30) days of Mobilisation Start Date	Within five (5) Working Days of completion of Testing

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Test Issue Management Log	Refer to Annex 2, Paragraph 8 within Call-Off Schedule 13 (Mobilisation Plan and Testing)	Call-Off Schedule 13 (Mobilisation Plan and Testing)	To be agreed within thirty (30) days of Mobilisation Start Date	To be agreed within thirty (30) days of Mobilisation Start Date
Performance Monitoring Reports	Refer to Paragraph 2 and Part B within Call-Off Schedule 14 (Key Performance Indicators)	Call-Off Schedule 14 (Key Performance Indicators)	Refer to Call-Off Schedule 14 (Key Performance Indicators)	Refer to Call-Off Schedule 14 (Key Performance Indicators)
Updated CCS Framework Materials with	Refer to Paragraph 5, within Call-Off Schedule 15 (Call-Off Contract Management)	Call-Off Schedule 15	In accordance with RM6257 framework requirements	As and when updates occur

Reference to this Call-Off Contract		(Call-Off Contract Management)		
Risk Register	Refer to Paragraph 5, within Call-Off Schedule 15 (Call-Off Contract Management)	Call-Off Schedule 15 (Call-Off Contract Management)	To be agreed within thirty (30) days of Mobilisation Start Date	To be agreed within thirty (30) days of Mobilisation Start Date
Benchmarking Report	Refer to Paragraph 3, within Call-Off Schedule 16 (Benchmarking)	Call-Off Schedule 16 (Benchmarking)	To be agreed within thirty (30) days of Mobilisation Start Date	Where requested by the Buyer. Buyer will not be entitled to request a Benchmark Review during the first six (6) month period from the Contract Date or at intervals of less than twelve (12) months after any previous Benchmark Review relating to the same Deliverables
Quotations for Works Orders (including Template)	Refer to Paragraph 5, within Call-Off Schedule 25 (Billable Works and Projects)	Call-Off Schedule 25 (Billable Works and Projects)	To be agreed within thirty (30) days of Mobilisation Start Date	To be agreed within thirty (30) days of Mobilisation Start Date and as and when a Quotation is required thereafter
Abortive Project Costs	Refer to Paragraph 7, within Call-Off Schedule 25 (Billable Works and Projects)	Call-Off Schedule 25 (Billable Works and Projects)	Refer to Paragraph 7, within Call-Off Schedule 25 (Billable Works and Projects)	To be agreed within thirty (30) days of Mobilisation Start Date and as and when a Project is aborted thereafter
TUPE Count	Refer to Paragraph 3, within Call-Off Schedule 28 (TUPE Surcharge)	Call-Off Schedule 28 (TUPE Surcharge)	To be agreed within thirty (30) days of Mobilisation Start Date	No later than twenty (20) Working Days prior to the beginning of each Contract Year

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Saving Proposal	Refer to Paragraph 11, within Call-Off Schedule 34 (Special Terms)	Call-Off Schedule 34 (Special Terms)	To be agreed within thirty (30) days of Mobilisation Start Date	To be agreed within thirty (30) days of Mobilisation Start Date

Supplier Savings Statement	Refer to Paragraph 11.26, within Call-Off Schedule 34 (Special Terms)	Call-Off Schedule 34 (Special Terms)	Refer to Paragraph 11.26 within Call-Off Schedule 34 (Special Terms)	Within thirty (30) Working Days of the end of a relevant Contract Year

Call-Off Schedule 2 (Staff Transfer) (V3)

1. Definitions

1.1 In this Call-Off Schedule 2 (Staff Transfer), the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Employee Liability"	all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following: a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; b) unfair, wrongful or constructive dismissal compensation; c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay; d) compensation for less favourable treatment of part-time workers or fixed term employees; e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions; f) employment claims whether in tort, contract or statute or otherwise; g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced;
"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);

"New Fair Deal"	the revised Fair Deal position set out in the HM Treasury guidance: "*Fair Deal for Staff Pensions: Staff Transfer from Central Government*" issued in October 2013 including: (i) any amendments to that document immediately prior to the Relevant Transfer Date; and (ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Call-Off Schedule 2 (Staff Transfer) as notified to the Supplier by the Buyer;
"Old Fair Deal"	HM Treasury Guidance "*Staff Transfers from Central Government: A Fair Deal for Staff Pensions*" issued in June 1999 including the supplementary guidance "*Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues*" issued in June 2004;
"Partial Termination"	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 10.5 (When the Supplier can end the contract);
"Replacement Subcontractor"	means: (a) a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date; (b) or any Subcontractor of any such Subcontractor at (a); or any servant or agent or Subcontractor of any Subcontractor at (a) or (b) above;
"Replacement Services"	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 Call-Off Expiry Date, whether those services are provided by the Buyer internally and/or by any third party;
"Replacement Supplier"	any third party provider of Replacement Services appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Services for its own account, shall also include the Buyer;

"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies and for the purposes of Call-Off Schedule 28 (TUPE Surcharge) Paragraphs 2.1 and 2.4 and Call-Off Schedule 29 (Redundancy Surcharge) Paragraphs 2.1.1, 3.1 and 3.5.1 only, shall include the situation where the Former Supplier becomes the Supplier on the Call-Off Contract Start Date;
"Relevant Transfer Date"	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 Call-Off Contract Start Date;
"Service Transfer"	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"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 without limitation; (a) their age, 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); (j) all information listed in Appendix 1 to this Call-Off Schedule 2 (Staff Transfer); and any other "employee liability information" as such term is defined in Regulation 11 of the Employment Regulations;
"Sub-Contract"	means any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party: (a) provides the Deliverables (or any part of them); (b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or (c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any third party with whom: (a) the Supplier enters into a Sub-Contract; or (b) a third party under (a) above enters into a Sub-Contract, or the servants or agents of that third party;
"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Staff who 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;
"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.
"Transferring Supplier Employees"	those employees of the Supplier and/or of any Subcontractor to whom the Employment Regulations will apply on the Service Transfer Date.

2. INTERPRETATION

2.1 Where a provision in this Call-Off Schedule 2 (Staff Transfer) 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 Paragraph 3.1 of Part B, and Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together "Third Party Provisions") confer benefits on third parties (each such person a "Third Party Beneficiary") and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.

2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Call-Off Contract has no right under the CRTPA to enforce any term of this Call-Off Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.

2.5 Any amendments or modifications to this Call-Off Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

3. Which parts of this Schedule apply

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

- Part B (Staff Transfer at the Call-Off Contract Start Date – Transfer from a Former Supplier)
- Part D (Pensions)
    - Annex D1 (CSPS)
    - Annex D2 (NHSPS)
    - Annex D3 (LGPS)
    - Annex D4 (Other Schemes)
- Part E (Staff Transfer on Exit)

Part A: Not Used

Part B: Staff transfer at the Start Date

Transfer from a Former Supplier

1. What is a relevant transfer

1.1 The Buyer and the Supplier agree that:

1.1.1 the commencement of the provision of the Deliverables or of any relevant part of the Deliverables 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 representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;

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

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

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

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

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

(b) in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier and/or any Subcontractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;

2.1.4 a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;

2.1.5 any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Subcontractor as appropriate may be liable by virtue of the relevant contract and/or the Employment Regulations; and

2.1.6 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under Regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Subcontractor to comply with Regulation 13(4) of the Employment Regulations.

2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Subcontractor whether occurring or having its origin before, on

or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:

2.2.1 arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Subcontractor to occur in the period from (and including) the Relevant Transfer Date; or

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

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

2.3.1 the Supplier shall, or shall procure that the Subcontractor shall, within five (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 fifteen (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 fifteen (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 five (5) Working Days give notice to terminate the employment or alleged employment of such person;

2.6 Subject to the Supplier and/or any Subcontractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law and subject also to Paragraph 2.7, the Buyer shall procure that the Former Supplier will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment pursuant to the provisions of Paragraph 2.5

provided that the Supplier takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.7 The indemnity in Paragraph 2.6:

2.7.1 shall not apply to:

(a) any claim for:

(i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees;

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

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

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

2.8 If Subcontract or 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 representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date;

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

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

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

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

3.1.4 any proposal by the Supplier or a Subcontractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Subcontractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under Regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;

3.1.5 any statement communicated to or action undertaken by the Supplier or a Subcontractor to, or in respect of, any Transferring Former Supplier Employee on or before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Buyer and/or the Former Supplier in writing;

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

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

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

3.1.7 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date;

3.1.8 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to obligations under Regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under Regulation 13 of the Employment Regulations; and

3.1.9 a failure by the Supplier or any Subcontractor to comply with its obligations under Paragraph 2.8 above

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

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

4. Information the Supplier must give

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

necessary to enable the Supplier and any Subcontractor to carry out their respective duties under Regulation 13 of the Employment Regulations.

5. Cabinet Office requirements

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

5.1.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;

5.1.2 the 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 applies 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 Call-Off Schedule 2 (Staff Transfer).

Part C: Not Used

Part D: Pensions

1. Definitions

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

"Actuary"	a Fellow of the Institute and Faculty of Actuaries;
"Admission Agreement"	either or both of the CSPS Admission Agreement (as defined in Annex D1: CSPS) or the LGPS Admission Agreement (as defined in Annex D3: LGPS), as the context requires;
"Best Value Direction"	the Best Value Authorities Staff Transfers (Pensions) Direction 2007 or the Welsh Authorities Staff Transfers (Pensions) Direction 2012 (as appropriate);
"Broadly Comparable"	(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 (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, and "**Broad Comparability**" shall be construed accordingly;
"CSPS"	the schemes as defined in Annex D1 to this Part D;
"Direction Letter/Determination"	has the meaning in Annex D2 to this Part D;
"Fair Deal Eligible Employees"	each of the CSPS Eligible Employees, the NHSPS Eligible Employees and/or the LGPS Eligible Employees (as applicable) (and shall include any

	such employee who has been admitted to and/or remains eligible to join a Broadly Comparable pension scheme at the relevant time in accordance with Paragraph 10 or 11 of this Part D);
"Fair Deal Employees"	any of: (a) Transferring Former Supplier Employees; (b) employees who are not 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; (c) 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;
"Statutory Schemes"	means the CSPS, NHSPS or LGPS.

2. Supplier obligations to participate in the pension schemes

2.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPS, 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 Call-Off Contract 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 Sub- contractor) shall make arrangements for a bulk transfer from its Broadly Comparable pension scheme to the relevant Statutory Scheme in accordance with the requirements of the previous contract with the Buyer.

3. Supplier obligation to provide information

3.1 The Supplier undertakes to the Buyer*:*

3.1.1 to provide all information which the Buyer may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and

3.1.2 not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Buyer (such consent not to be unreasonably withheld or delayed);

3.1.3 retain such records as would be necessary to manage the pension aspects in relation to any current or former Fair Deal Eligible Employees arising on expiry or termination of the relevant Contract.

4. Indemnities the Supplier must give

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

4.1.1 arise out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Supplier of this Part D, and/or the CSPS 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 and 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:

(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 Call-Off Contract Period.

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) of the Core Terms.

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) of the Core Terms 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 twenty-eight (28) days of the date of a notice from the Buyer giving particulars of the breach and requiring the Supplier to remedy it.

8. Transferring Fair Deal Employees

8.1 Save on expiry or termination of the relevant Contract, if the employment of any Fair Deal Eligible Employee transfers to another employer (by way of a transfer

under the Employment Regulations or other form of compulsory transfer of employment) the Supplier shall or shall procure that any relevant Subcontractor shall:

8.1.1 notify the Buyer as far as reasonably practicable in advance of the transfer to allow the Buyer to make the necessary arrangements for participation with the relevant Statutory Scheme(s);

8.1.2 consult with about, and inform those Fair Deal Eligible Employees of the pension provisions relating to that transfer; and

8.1.3 procure that the employer to which the Fair Deal Eligible Employees are transferred (the **"New Employer"**) complies with the provisions of this Part D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Eligible Employees so transferred to the New Employer.

9. What happens to pensions if this Contract ends

9.1 The provisions of Part E: Staff Transfer On Exit (Mandatory) apply in relation to pension issues on expiry or termination of the relevant Contract.

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

10. Broadly Comparable Pension Schemes on the Relevant Transfer Date

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

10.2 Such Broadly Comparable pension scheme must be:

10.2.1 established by the Relevant Transfer Date;

10.2.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;

10.2.3 capable of receiving a bulk transfer payment from the relevant Statutory Scheme or from a Former Supplier's Broadly Comparable pension scheme (unless otherwise instructed by the Buyer);

10.2.4 capable of paying a bulk transfer payment to the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Buyer); and

10.2.5 maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Buyer).

10.3 Where the Supplier has set up a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 10, the Supplier shall (and shall procure that any of its Subcontractors shall):

10.3.1 supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the Relevant Transfer Date) covering all relevant Fair Deal Employees, as soon as it is able to do so before the Relevant Transfer Date (where possible) and in any event no later than seven (7) days after receipt of the certificate;

10.3.2 be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995;

10.3.3 instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing bulk transfer process with the Actuary to the Former Supplier's Broadly Comparable pension scheme or the Actuary to the relevant Statutory Scheme (as appropriate) and to provide all such co-operation and assistance with any other Actuary appointed by the Buyer (where applicable). This will be with a view to the bulk transfer terms providing day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme in respect of any Fair Deal Eligible Employee who consents to such a transfer; and

10.3.4 provide a replacement Broadly Comparable pension scheme in accordance with this Paragraph 10 with immediate effect for

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

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

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

10.4.2 if the transfer payment paid by the trustees of the Broadly Comparable pension scheme is less (in the opinion of the Actuary to the Replacement Supplier's Broadly Comparable pension scheme (or to the relevant Statutory Scheme if applicable)) than the transfer payment which would have been paid had Paragraph 10.4.1 been complied with, the Supplier shall (or shall procure that the Subcontractor shall) pay the amount of the difference to the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) or as the

Buyer shall otherwise direct. The Supplier shall indemnify the Buyer or the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as the Buyer directs) for any failure to pay the difference as required under this Paragraph.

11. Broadly Comparable Pension Scheme in Other Circumstances

11.1 If the terms of any of Paragraphs 2.2 of Annex D1: CSPS, 5.2 of Annex D2: NHSPS and/or 3.2 of Annex D3: LGPS apply, the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the cessation of participation in the Statutory Scheme, until the day before the Service Transfer Date, the relevant Fair Deal Eligible Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme at the date of cessation of participation in the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.

11.2 Such Broadly Comparable pension scheme must be:

11.2.1 established by the date of cessation of participation in the Statutory Scheme;

11.2.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;

11.2.3 capable of receiving a bulk transfer payment from the relevant Statutory Scheme (where instructed to do so by the Buyer);

11.2.4 capable of paying a bulk transfer payment to the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Buyer); and

11.2.5 maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Buyer).

11.3 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 11, the Supplier shall (and shall procure that any of its Subcontractors shall):

11.3.1 supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the date of cessation of participation in the Statutory Scheme) covering all relevant Fair Deal Eligible Employees, as soon as it is able to do so before the cessation of participation in the

Statutory Scheme (where possible) and in any event no later than seven (7) days after receipt of the certificate;

11.3.2 be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995;

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

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

11.4 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 11, the Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be sufficient to secure day for day and/or pound for pound credits (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) in the

Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) to fund the required credits ("**the Shortfall**"), the Supplier or the Subcontractor (as agreed between them) must pay the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) the Shortfall as required, provided that in the absence of any agreement between the Supplier and any Subcontractor, the Shortfall shall be paid by the Supplier. The Supplier shall indemnify the Buyer or the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as the Buyer directs) for any failure to pay the Shortfall under this Paragraph 11.

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.

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):

"CSPS Admission Agreement"	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;
"CSPS Eligible Employee"	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;
"CSPS Fair Deal Employee"	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;
"CSPS"	the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme; and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014.

2. Access to equivalent pension schemes after transfer

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

Fair Deal Employees continue to accrue benefits in the CSPS in accordance with the provisions governing the relevant section of the CSPS for service from (and including) the Relevant Transfer Date.

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

Annex D2: NHS Pension Schemes (NHSPS)

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):

"Direction Letter/Determination"	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;
"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 either the NHSPS pursuant to a Direction Letter/Determination or to a Broadly Comparable pension scheme in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal (or previous guidance), having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier), but who is now ineligible to participate in the NHSPS under the rules of the NHSPS and in respect of whom the Buyer has agreed are to be provided with a Broadly Comparable pension scheme to provide Pension Benefits that are Broadly Comparable to those provided under the NHSPS.

"NHSPS Eligible Employees"	any NHSPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the NHSPS under a Direction Letter/Determination Letter.
"NHSPS Fair Deal Employees"	other than the NHS Broadly Comparable Employees, each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either: (a) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or (b) their employment with a Former Supplier who provides access to the NHSPS pursuant to a Direction Letter/Determination or to a Broadly Comparable pension scheme in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal (or previous guidance), having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier), and, in each case, being continuously engaged for more than fifty per cent (50%) of their employed time in the delivery of services (the same as or similar to the Services). For the avoidance of doubt, an individual who is in or entitled to become a member of the NHSPS as a result of being engaged in the Services and being covered by an "open" Direction Letter/ Determination or other NHSPS "access" facility but who has never been employed directly by the Buyer, an NHS Body (or other body which participates automatically in the NHSPS) is not an NHSPS Fair Deal Employee;

"NHS Body"	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;
"NHS Pensions"	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;
"NHSPS"	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;
"NHS Pension Scheme Regulations"	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;
"NHS Premature Retirement Rights"	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, and references to "**Premature Retirement Rights**" shall be construed accordingly;
"Pension Benefits"	any benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme.

2. Membership of the NHS Pension Scheme

2.1 In accordance with New Fair Deal, the Supplier and/or any of its Subcontractors to which the employment of any NHSPS Fair Deal Employee compulsorily transfers as a result of either the award of this Contract or a Relevant Transfer, if not an NHS Body or other employer which participates automatically in the NHSPS, shall each secure a Direction Letter/Determination to enable the NHSPS Fair Deal Employees to retain either continuous active membership of or eligibility for the NHSPS for so long as they remain employed in connection with the delivery of the Services under the relevant Contract.

2.2 Where it is not possible for the Supplier and/or any of its Subcontractors to secure a Direction Letter/Determination on or before the Relevant Transfer Date, the Supplier must secure a Direction Letter/Determination as soon as possible after the Relevant Transfer Date, and in the period between the Relevant Transfer Date and the date the Direction Letter/Determination is secure, the Supplier must ensure that:

(a) all employer's and NHSPS Fair Deal Employees' contributions intended to go to the NHSPS are kept in a separate bank account; and

(b) the Pension Benefits and Premature Retirement Rights of NHSPS Fair Deal Employees are not adversely affected.

2.3 The Supplier must supply to the Buyer a complete copy of each Direction Letter/ Determination within five (5) Working Days of receipt of the Direction Letter/Determination.

2.4 The Supplier must ensure (and procure that each of its Sub-Contracts (if any) ensures) that all of its NHSPS Fair Deal Employees have a contractual right to continuous active membership of or eligibility for the NHSPS for so long as they have a right to membership or eligibility of that scheme under the terms of the Direction Letter/Determination.

2.5 The Supplier will (and will procure that its Subcontractors (if any) will) comply with the terms of the Direction Letter/Determination, the NHS Pension Scheme Regulations (including any terms which change as a result of changes in Law) and any relevant policy issued by the Department of Health and Social Care in respect of the NHSPS Fair Deal Employees for so long as it remains bound by the terms of any such Direction Letter/Determination.

2.6 Where any employee omitted from the Direction Letter/Determination supplied in accordance with Paragraph 2 of this Annex are subsequently found to be an NHSPS Fair Deal Employee, the Supplier will (and will procure that its Subcontractors (if any) will) treat that person as if they had been an NHSPS Fair Deal Employee from the Relevant Transfer Date so that their Pension Benefits and NHS Premature Retirement Rights are not adversely affected.

2.7 The Supplier will (and will procure that its Subcontractors (if any) will) Subcontractor provide any guarantee, bond or indemnity required by NHS Pensions in relation to a Direction Letter/Determination.

3. Continuation of early retirement rights after transfer

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

4. NHS Broadly Comparable Employees

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

5. What the Buyer can do if the Supplier breaches its pension obligations

5.1 The Supplier agrees that the Buyer is entitled to make arrangements with NHS Pensions for the Buyer to be notified if the Supplier (or its Subcontractor) breaches the terms of its Direction Letter/Determination. Notwithstanding the provisions of the foregoing, the Supplier shall notify the Buyer in the event that it (or its Subcontractor) breaches the terms of its Direction Letter/Determination.

5.2 If the Supplier (or its Subcontractors, if relevant) ceases to participate in the NHSPS for whatever reason, the Supplier (or any such Subcontractor, as appropriate) shall offer to offer the NHSPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the NHSPS on the date the NHSPS Eligible Employees ceased to participate in the NHSPS in accordance with the provisions of Paragraph 11 of Part D.

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

6.1 If the Supplier (or its Subcontractor, if relevant) is unable to provide the NHSPS Fair Deal Employees with either membership of:

6.1.1 the NHSPS (having used its best endeavours to secure a Direction Letter/Determination); or

6.1.2 a Broadly Comparable pension scheme,

the Buyer may in its sole discretion permit the Supplier (or any of its Subcontractors) to compensate the NHSPS Fair Deal Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Supplier (or Subcontractor as relevant) having consulted with a view to reaching agreement with any recognised trade union or, in the absence of such body, the NHSPS Fair Deal Employees. The Supplier must meet (or must procure

that the relevant Subcontractor meets) the costs of the Buyer determining whether the level of compensation offered is reasonable in the circumstances.

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

7. Indemnities that a Supplier must give

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

Annex D3:

Local Government Pension Schemes (LGPS)

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):

"2013 Regulations"	the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) (as amended from time to time);
"**Administering Buyer**"	in relation to the Fund, the relevant administering authority of that Fund for the purposes of the 2013 Regulations;
"**Fund Actuary**"	the actuary to a Fund appointed by the Administering Buyer of that Fund;
"**Fund**"	the relevant pension fund within the LGPS, details of with will be provided by the Former Supplier during the Mobilisation Period;
"Initial Contribution Rate"	the relevant initial contribution rate percentage of pensionable pay (as defined in the 2013 Regulations);
"**LGPS**"	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;
"**LGPS Admission Agreement**"	an admission agreement within the meaning in Schedule 1 of the 2013 Regulations;
"**LGPS Admission Body**"	an admission body (within the meaning of Part 3 of Schedule 2 of the 2013 Regulations);
"**LGPS Eligible Employees**"	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;
"**LGPS Fair Deal Employees**"	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;

"**LGPS Regulations**"	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.

2.2 Any LGPS Fair Deal Employees whether:

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

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

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

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

3. Broadly Comparable Scheme

3.1 If the Supplier and/or any of its Subcontractors is unable to obtain an LGPS Admission Agreement in accordance with Paragraph 2.1 because the Administering Buyer will not allow it to participate in the Fund, the Supplier shall (and procure that its Subcontractors shall), with effect from the Relevant Transfer Date, offer the LGPS Fair Deal Employees membership of a pension scheme which is Broadly Comparable to LGPS on the Relevant Transfer Date in accordance with the provisions of Paragraph 10 of Part D.

3.2 If the Supplier and/or any of its Subcontractors becomes an LGPS Admission Body in accordance with Paragraph 2.1 but the LGPS Admission Agreement is terminated during the Call-Off Contract Period for any reason at a time when the Supplier or Subcontractors still employs any LGPS Eligible Employees, the Supplier shall (and procure that its Subcontractors shall) at no extra cost to the Buyer, offer the remaining LGPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the LGPS on the date the LGPS Eligible Employees ceased to participate in the LGPS in accordance with the provisions of Paragraph 11 of Part D.

4. Discretionary Benefits

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

5. LGPS Risk Sharing

5.1 Subject to Paragraphs 5.4 to 5.10, if at any time during the Call-Off Contract Period 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 Call-Off Contract Period, the Administering Buyer, pursuant to the LGPS Admission Agreement or the LGPS Regulations, requires the Supplier or any Subcontractor to pay employer contributions or payments to the Fund in aggregate below the Initial Contribution Rate for a Contract Year, the Supplier shall reimburse the Buyer an amount equal to A–B (the "Refund Amount") where:

A = the amount which would have been paid if contributions and payments had been paid equal to the Initial Contribution Rate for that Contract Year; and

B = the amount of contributions or payments actually paid by the Supplier or Subcontractor for that Contract Year, as the case may be, to the Fund.

5.3 Subject to Paragraphs 5.4 to 5.10, where the Administering Buyer obtains an actuarial valuation and a revised rates and adjustment certificate under the LGPS Regulations and/or the terms of the LGPS Admission Agreement when the LGPS Admission Agreement ceases to have effect and the Supplier or any Subcontractor is required to pay any exit payment under Regulation 64(2) of the 2013 Regulations (the "**Exit Payment**"), such Exit Payment shall be paid by the Supplier or any Subcontractor (as the case may be) and the Supplier shall be reimbursed by the Buyer.

5.4 The Supplier and any Subcontractors shall at all times be responsible for the following costs:

5.4.1 any employer contributions relating to the costs of early retirement benefits arising on redundancy or as a result of business efficiency under Regulation 30(7) of the 2013 Regulations or otherwise;

5.4.2 any payment of Fund benefits to active members on the grounds of ill health or infirmity of mind or body under Regulation 35 of the 2013 Regulations or otherwise;

5.4.3 any payment of Fund benefits to deferred or deferred pensioner members on the grounds of ill health or infirmity of mind or body under Regulation 38 of the 2013 Regulations or otherwise;

5.4.4 any employer contributions relating to the costs of early or flexible retirement where the actuarial reduction is waived in whole or in part or a cost neutral reduction is not applied with the consent of the Supplier or any relevant Subcontractor including without limitation any decision made under Regulation 30(8) of the 2013 Regulations or Schedule 2 of The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014;

5.4.5 any employer contributions relating to the costs of enhanced benefits made at the discretion of the Supplier or any relevant Subcontractors including without limitation additional pension awarded under Regulation 31 of the 2013 Regulations or otherwise;

5.4.6 any increase to the employer contribution rate resulting from the award of pay increases by the Supplier or relevant Subcontractors in respect of all or any of the LGPS Eligible Employees in excess of the pay increases assumed in the Fund's most recent actuarial valuation (unless the Supplier and/or any Subcontractor is contractually bound to provide such increases on the Relevant Transfer Date);

5.4.7 to the extent not covered above, any other costs arising out of or in connection with the exercise of any discretion or the grant of any consent under the LGPS Regulations by the Supplier or any relevant Subcontractors where a member does not have an absolute entitlement to that benefit under the LGPS;

5.4.8 any cost of the administration of the Fund that are not met through the Supplier's or Subcontractor's employer contribution rate, including without limitation an amount specified in a notice given by the Administering Buyer under Regulation 70 of the 2013 Regulations;

5.4.9 the costs of any reports and advice requested by or arising from an instruction given by the Supplier or a Subcontractor from the Fund Actuary; and/or

5.4.10 any interest payable under the 2013 Regulations or LGPS Administration Agreement.

5.5 For the purposes of calculating any Exit Payment, Excess Amount or Refund Amount, any part of such an amount which is attributable to any costs which the Supplier or Subcontractors are responsible for in accordance with Paragraph 5.4 above shall be disregarded and excluded from the calculation. In the event of any dispute as to level of any cost that should be excluded from the calculation, the opinion of the Fund Actuary shall be final and binding.

5.6 Where the Administering Buyer obtains an actuarial valuation and a revised rates and adjustment certificate under the LGPS Regulations and/or the terms of the LGPS Admission Agreement when the LGPS Admission Agreement ceases to have effect and the Supplier or any Subcontractor receives payment of an exit credit payment under Regulation 64(2) of the 2013 Regulations (the "**Exit Credit**"), the Supplier shall (or procure that any Subcontractor shall) reimburse the Buyer an amount equal to the Exit Credit within twenty (20) Working Days of receipt of the Exit Credit.

5.7 The Supplier shall (or procure that the Subcontractor shall) notify the Buyer in writing within twenty (20) Working Days:

5.7.1 of the end of each Contract Year of any Excess Amount or Refund Amount due in respect of the Contract Year that has just ended and provide a reasonable summary of how the Excess Amount or Refund Amount was calculated; and

5.7.2 of being informed by the Administering Buyer of any Exit Payment or Exit Credit that is determined by as being due from or to the Supplier or a Subcontractor and provide a copy of any revised rates and adjustments certificate detailing the Exit Payment or Exit Credit and its calculation.

5.8 Within twenty (20) Working Days of receiving the notification under Paragraph 5.7 above, the Buyer shall either:

5.8.1 notify the Supplier in writing of its acceptance of the Excess Amount, Refund Amount or Exit Payment;

5.8.2 request further information or evidence about the Excess Amount, Refund Amount or Exit Payment from the Supplier; and/or

5.8.3 request a meeting with the Supplier to discuss or clarify the information or evidence provided.

5.9 Where the Excess Amount, Refund Amount or Exit Payment is agreed following the receipt of further information or evidence or following a meeting in accordance with Paragraph 5.8 above, the Buyer shall notify the Supplier in writing. In the event that the Supplier and the Buyer are unable to agree the amount of the Excess Amount, Refund Amount or Exit Payment then they shall follow the Dispute Resolution Procedure.

5.10 Any Excess Amount or Exit Payment agreed by the Buyer or in accordance with the Dispute Resolution Procedure shall be paid by the Buyer within timescales as agreed between Buyer and Supplier. The amount to be paid by the Buyer shall be an amount equal to the Excess Amount or Exit Payment less an amount equal to any corporation tax relief which has been claimed in respect of the Excess Amount or Exit Payment by the Supplier or a Subcontractor.

5.11 Any Refund Amount agreed by the Buyer or in accordance with the Dispute Resolution Procedure as payable by the Supplier or any Subcontractor to the Buyer shall be paid by the Supplier or any Subcontractor forthwith as the liability has been agreed. In the event the Supplier or any Subcontractor fails to pay any agreed Refund Amount, the Buyer shall demand in writing the immediate payment of the agreed Refund Amount by the Supplier and the Supplier shall make payment within seven (7) Working Days of such demand.

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

Annex D4: Other Schemes

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

1.1 The Supplier agrees that within twenty (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, Partial Termination or Service Exclusion under the relevant Contract;

1.1.3 the date which is twelve (12) Months before the End Date; 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 six (6) Month period save this proviso is without prejudice to the Supplier's undertaking (below) to provide updated Staffing Information at such intervals as are reasonably requested by the Buyer),

it shall provide in a suitably pseudonymised 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 twenty (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 r (including for the avoidance of doubt, bidders in a procurement process and their proposed supplier chain).

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, complete and accurate in all material respects at the time of providing the information.

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

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

1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Staff (including without limitation 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 Call-Off Contract Start Date and up to four times during the last twelve (12) Months of the Call-Off Contract Period, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within twenty (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) of this Call-Off Schedule 2 (Staff Transfer); and

1.6.4 a description of the nature of the work undertaken by each employee by location.

1.7 The Supplier shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within five (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.

1.8 The Supplier shall (and shall procure that each Subcontractor shall) consent to, and co-operate with, pre-transfer consultation by the Replacement Supplier and/or any Replacement Subcontractor under Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992.

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, Partial Termination or Service Exclusion under 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 will apply. The Buyer and the Supplier agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of Regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement

Subcontractor (as the case may be) and each such Transferring Supplier Employee.

2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.

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

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

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

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

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

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

2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not

limited to, PAYE and primary and secondary national insurance contributions:

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

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

2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);

2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive;

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; and

2.3.8 any failure to comply with its obligations to provide true, complete and accurate Staffing Information in accordance with its obligations under this Part E (including without limitation Paragraph 1 of this Part E).

2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date including any Employee Liabilities:

2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or

2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.

2.5 If any person who is not identified in the Supplier's Final Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations, then:

2.5.1 the Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor will, within five (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 t e n (10) 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 Replacement Supplier and/or Replacement Subcontractor shall, immediately release or procure the release of the person from his/her employment or alleged employment;

2.7 If after the ten (10) 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 five (5) Working Days give notice to terminate the employment or alleged employment of such person;

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

2.9 The indemnity in Paragraph 2.8:

2.9.1 shall not apply to:

(a) any claim for:

(i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

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

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

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

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

2.11 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer

Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

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

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

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

2.13 Subject to Paragraph 2.14, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:

2.13.1 any act or omission of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee 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;

2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:

(a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or

(b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;

2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;

2.13.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under Regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;

2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;

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

(a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and

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

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

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

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

Appendix 1

Staffing Information Template

The parties agree that Appendix 1: Staffing Information Template is stored in the Buyer's JAGGAER system is the agreed form of the Appendix 1 contained within this Call Off Schedule 02 Staff Transfer.

Call-Off Schedule 3 (Continuous Improvement) (V3)

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 Call-Off Schedule.

2 **Supplier's Obligations**

2.1 The Supplier must, throughout the Call-Off 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 Call-Off Contract) during that Contract Year ("**Continuous Improvement Plan**") for Approval by the Buyer. 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 for 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 for 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;

2.3.4 for 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;

2.3.5 setting out the role the Buyer is expected to play in the development, roll-out and operation of the proposals, including comment, critique and proposed amendments to the Specification and the Service Delivery Plans;

2.3.6 which systematically address areas of unsatisfactory performance through root-cause analysis and process (re)design;

2.3.7 which actively seek improvement recommendations from the Buyer's Stakeholders including feedback from other Buyer Supply Chain Members;

2.3.8 which utilise a range of external benchmarking data-points and or sources to identify potential areas of improvement (or to flag good practice) set out in this Call-Off Contract at Paragraph 3.2.8 of Call-Off Schedule 16 (Benchmarking).

2.3.9 to demonstrate the on-going value for money of the Deliverables.

2.3.10 which quantify the cost / benefit of all improvement and development tasks.

2.3.11 which record all value adding activity undertaken and enable performance management of these tasks.

2.3.12 setting out a process for the formal review of the Continuous Improvement Plan with the Buyer at the fourth quarterly Executive Level Key Account Management Meeting in any Contract Year (the annual review of the Deliverables).

2.4 The Supplier acknowledges that the Service Delivery Plans should include specific reference to continuous improvement initiatives relevant to the Deliverables.

2.5 The Supplier shall:

2.5.1 leverage best practice in the delivery of security control centre services from other contracts and the wider security and facilities and estates management industries;

2.5.2 capture improvement suggestions from Buyer's Stakeholders;

2.5.3 encourage Supplier Staff to both share and implement good practice;

2.5.4 put in place programmes to harvest innovation through engagement with the Buyer's Stakeholders;

2.5.5 identify innovative solutions through engagement with subject matter experts across the spectrum of Deliverables provided;

2.5.6 identify improvements to the KPIs and SPIs that drive improvements in Delivery of the Deliverables;

2.5.7 prioritise initiatives to focus investment of effort and resources to deliver the best available return to the Buyer;

2.5.8 triage initiatives to assess the benefits and to garner support (be it sponsorship, resources or investment);

2.5.9 deliver and track savings on initiatives that are implemented;

2.5.10 review potential of new technology that can deliver improvements to the Deliverables or reduce costs; and

2.5.11 improve the interfaces and integration across all workstreams which should reduce costs.

2.6 The Supplier will identify barriers to innovation and report on them in the monthly Key Account Management Meetings.

2.7 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the commencement of the Call-Off Contract Start Date.

2.8 The Buyer shall notify the Supplier of its Approval or non-approval of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. A reason for not accepting the proposed Continuous Improvement Plan is that the Continuous Improvement Plan does not propose any or adequate improvement proposals or does not

comply with the requirements of this Call-Off Schedule 3 (Continuous Improvement). If the proposed Continuous Improvement Plan is not accepted the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required by the Buyer. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Call-Off Contract.

2.9 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.

2.10 If the Buyer wishes to incorporate any improvement identified in the Continuous Improvement Plan into this Call-Off Contract, the Buyer Authorised Representative must request a Variation in accordance with the terms of the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer.

2.11 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.8:

2.11.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and

2.11.2 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.

2.11.3 delivery of any Deliverables agreed in the Continuous Improvement Plan will be overseen by the Supplier's representatives at the Key Account Management Meeting, who will serve as a route for escalation of risks and issues to delivery.

2.12 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.

2.13 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.

2.14 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.

2.15 At any time during Call-Off Contract Period the Parties may agree Savings in accordance with the procedure set out in Paragraph 10 in Call-Off Schedule 34 (Special Terms).

Call-Off Schedule 4 (Call Off Tender)

The following documents shall form the Suppliers Call-Off Tender under this Call-Off Schedule 4.

Qualification Response

[redacted]

The parties agree that the document [redacted] is stored on the Buyer's JAGGAER system is the agreed form contained within this Call Off Scheule 4: Call Off Tender.

Technical (Quality) Response:

[redacted]

The parties agree that [redacted] listed above is stored on the Buyer's JAGGAER system is the agreed form contained within this Call Off Scheule 4: Call Off Tender.

Commercial (Price) Response

[redacted]

The parties agree that the document [redacted] is stored on the Buyer's JAGGAER system is the agreed form contained within this Call Off Scheule 4: Call Off Tender.

Clarification Logs (Carried out during the Evaluation Period) Clarifications Set 1:

[redacted]

The parties agree that [redacted] listed above is stored on the Buyer's JAGGAER system is the agreed form contained within this Call Off Scheule 4: Call Off Tender.

Clarification Logs (Carried out during the Evaluation Period) Clarifications Set 2:

[redacted]

The parties agree that the document listed above is stored on the Buyer's JAGGAER system is the agreed form contained within this Call Off Scheule 4: Call Off Tender.

Clarification Logs (Carried out during the Evaluation Period) Clarifications Set 3:

[redacted]

The parties agree that [redacted] listed above is stored on the Buyer's JAGGAER system is the agreed form contained within this Call Off Scheule 4: Call Off Tender.

Clarification Logs (Carried out during the Evaluation Period) Clarifications Set 4:

[redacted]

The parties agree that [redacted] listed above is stored on the Buyer's JAGGAER system is the agreed form contained within this Call Off Scheule 4: Call Off Tender.

Clarification Logs (Carried out during the Evaluation Period) Clarifications Set 5:

[redacted]

The parties agree that [redacted] listed above is stored on the Buyer's JAGGAER system is the agreed form contained within this Call Off Scheule 4: Call Off Tender.

Clarification Logs (Carried out during the Evaluation Period) Clarifications Set 6:

[redacted]

The parties agree that [redacted] listed above is stored on the Buyer's JAGGAER system is the agreed form contained within this Call Off Scheule 4: Call Off Tender.

Call-Off Schedule 5 (Pricing Details) (V4)

1 Definitions

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

"Actual Costs"	the actual expenditure incurred by the Supplier demonstrated by Supporting Documentation in respect of the Target Prices but excluding: (a) any amount incurred which falls under limbs (a) to (e) of the definition of Target Prices in excess of the corresponding amount priced in the relevant Section in the relevant Worksheet of the Pricing Matrix for the particular expenditure incurred apportioned over the same period for which such Actual Costs are incurred; (b) any amounts which are stated elsewhere in this Call-Off Contract to be irrecoverable by the Supplier; (c) financing or similar costs; (d) taxation; (e) fines and penalties; (f) voluntary payments made by the Supplier including payments to Supplier Personnel; and (g) amounts payable under Call-Off Schedule 16 (Benchmarking), and references to **"Actual Cost"** shall be construed accordingly.
"Annual Savings Payment"	has the meaning given to it in Paragraph 1 of Call-Off Schedule 34 (Special Terms).
"Billable Works Charges"	has the meaning given in: (a) Paragraph 3.2 (Calculation of the Charges for Deliverables Delivered to the Buyer to date); and (b) in respect of the final Service Month only, Paragraph 3.4 (Calculation of the Charges for Deliverables Delivered to the Buyer to date).
"Billable Works Rebate"	means the adjustment to the Charges described in Paragraph 9.3 (Billable Works).
"Billable Works Rebate Proposal"	has the meaning given in Paragraph 9.3.6 (Billable Works).
"Buyer Final Account Balance"	has the meaning given to it in Paragraph 21.3 of this Call-Off Schedule.
"Category"	means (as the context so requires): a) Security Control Centre Deliverables Management Overhead and references to "Categories" in this Call-Off Contract Schedule 5 shall

	be construed accordingly.
"Buyer Savings Liabilities"	has the meaning given to it in Paragraph 1 of Call-Off Schedule 34 (Special Terms).
"Contract Year Maximum Price"	means the Maximum Price for a Contract Year.
"Contract Year Target Price"	means the Target Price for a Contract Year.
"Corporate Overheads (Fixed)"	means those Corporate Overheads specifically priced for each Contract Year against one or more cost lines in one or more Sections in the 'Corporate Overhead (Fixed) Worksheet number 19' (fixed costs table) in the Pricing Matrix.
"Corporate Overheads (Variable)"	means those Corporate Overheads specifically priced for each Contract Year against one or more cost lines in one or more Sections in the 'Corporate Overhead (Variable) Worksheet number 19' (variable costs table) in the Pricing Matrix.
"Core Charges"	has the meaning given in: (a) Paragraph 3.2 (Calculation of the Charges for Deliverables Delivered to the Buyer to date); and (b) in respect of the final Service Month only, Paragraph 3.4 (Calculation of the Charges for Deliverables Delivered to the Buyer to date).
"Disallowable Costs"	has the meaning given in Paragraph 18 (Disallowable Costs) of this Call-Off Schedule.
"Employment Allowance"	the rate and threshold set by HMRC from time to time allowing eligible employers to reduce their annual national insurance liability by up to the annual allowance amount.
"Exit Costs"	the actual cost to the Supplier providing the Deliverables under or in relation to Call-Off Schedule 10 (Exit Management).
"Exit Price"	the maximum cost to the Supplier of providing the Deliverables under or in relation to Call-Off Schedule 10 (Exit Management) including, without limitation, in relation to Termination Assistance and set out in the 'Exit Costs' tab number 22 in the Pricing Matrix.
"Final Reconciliation Report"	the final reconciliation report to be submitted by the Supplier under Paragraph 21 (Final Reconciliation Report) of this Schedule.
"Investment Programme"	means (as the context so requires): (a) the Buyer's rolling programme of updates and changes to critical security infrastructure as more particularly described in the Paragraphs 4 of the Specification; and

	(b) any other transformation programme communicated from time to time by the Buyer to the Supplier relating to updates or changes to critical security infrastructure of the Buyer's Premises not referred to in limb (a) of this definition, and references to Investment Programmes shall be construed accordingly.
"Investment Programme Affected Deliverables"	means with reference to the relevant Buyer Premises: (a) Monitoring of Security Systems (VSS/Audio and Alarms Management of remotely connected Door Access Control Systems) and/or (b) such other Deliverables as the Buyer may identify.
"Investment Programme Costs"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms).
"Investment Programme Impact Assessment"	has the meaning given in Paragraph 22.1 of this Call-Off Schedule.
"Management Overheads"	means the supervisory, management and administration services supporting Delivery of the Deliverables specifically priced for each Contract Year against one or more cost lines in one or more Sections listed in the tabs in the Pricing Matrix referred to below: (a) the 'Contract Management Worksheet number 8';
"Maximum Price"	means: (a) the Milestone Payments; plus (b) the Target Price (until the date of termination); plus (c) Corporate Overhead (Fixed); plus (d) Pass Through Costs; plus (e) Profit %; plus (f) (without double counting in respect of limb (e) of this definition) Billable Works Charges; plus (g) any Annual Savings Payments; plus or minus (as the case may be) ; plus (h) any adjustments pursuant to Paragraph(s) 5.2.4 and/or 7.8 of Call-Off Schedule 26 (Buyer Remedies); plus or minus (as the case may be); plus (i) (i) any sums calculated in accordance with Paragraph(s) 2.4 and/or 3 of Call-Off Schedule 27 (Accessed Contracts and Construction Contracts).
"Milestone Payments"	has the meaning given to it in Call-Off Schedule 13 (Mobilisation).

"Monthly Charges"	has the meaning given in Paragraph 3.1.3 of this Call-Off Schedule and references to **"Monthly Charge"** shall be construed accordingly.
"Pass Through Costs"	means those costs identified as pass through costs in the Section set out in the 'Pass-Through Costs Worksheet number 21.'
"Payment Verification Process"	has the meaning given in Paragraph 2.5 of this Call-Off Schedule.
"Payment Verification Proposal"	has the meaning given in Paragraph 2.5 of this Call-Off Schedule.
"Savings Payment"	has the meaning given to it in Paragraph 1 of Call-Off Schedule 34 (Special Terms).
"Section"	means one or more lines of a Worksheet in the Pricing Matrix grouped together to form a section of costs and references to **Sections** shall be construed accordingly.
"Security Control Centre Deliverables"	means the costs of providing the SCC Deliverables specifically priced for each Contract Year against one or more cost lines in one or more Sections listed in the tabs in the Pricing Matrix referred to below: (a) the 'Helpdesk' tab number 9; (b) the 'SCC Monitoring of Systems Alarms and Video / Audio Surveillance Systems' tab number 11; (c) the 'Staff Costs' tab number 12; (d) the 'RSFM Software' tab number 13; (e) the 'Subcontractor Costs' tab number 20;
"SP Impact Assessment"	has the meaning given in Paragraph 17.1 of this Call-Off Schedule.
"Supplier Final Account Balance"	has the meaning given to it in Paragraph 21.2 of this Call-Off Schedule.
"Supporting Documentation"	means sufficient information in writing to enable the Buyer reasonably to assess whether the Charges and/or other sums due from the Buyer under or in relation to this Call-Off Contract are properly payable, including, without limitation: (a) copies of any applicable Satisfaction Certificates; and (b) copies of invoices, receipts, details of salary and other benefits in fact paid, payslips and contracts of employment and any other relevant documents setting out employment terms and/or any such other evidence to demonstrate costs incurred by the Supplier including (without limitation) any information required to demonstrate the TUPE Surcharge and/or Exit Costs (as the case may be) are payable by the Buyer; and

	(c) such other information as the Buyer may require pursuant to the terms of this Call-Off Contract.
"Systems Change"	means a change to Authority's CAFM System including, without limitation, as described in sections: [(i) A7 Reporting; and (ii) A3 SMT; and (iii) F Helpdesk,] of Call-Off Schedule 20 (Specification).
"Systems Change Impact Assessment"	has the meaning given to it in Paragraph 24.1 (Systems Change) of thisCall-Off Schedule.
"Tab"	means a tab in the Pricing Matrix and references to Tabs shall be construed
"Target Prices"	means the maximum amount payable to the Supplier in respect of the following: (a) Security Control Centre Deliverables; (b) Management Overhead; (c) Corporate Overhead (Variable); (d) Mobilisation; (e) Exit Price; for each Contract Year in the Pricing Matrix and references to **"Target Price"** shall be construed accordingly.
"Unit Rate"	the unit rates referenced in Tab [12], columns [F– AG] Tab [8], columns [E - AF] Tab [9], columns [E – AF] Tab [15], columns [E – H] of the Pricing Matrix.
"Work Order"	has the meaning given to Work Order in Joint Schedule 1 (Definitions) to this Call-Off Contract.
"Worksheet"	means a Tab in the Pricing Matrix and references to Worksheets shall be construed accordingly.

2 Introduction

2.1 This Call-Off Schedule sets out the Buyer's approach to cost and pricing management including applications for payment and invoicing.

2.2 The Supplier shall provide the Deliverables in the most cost-effective manner having regard to quality and time requirements, to optimise value for money and provide economies of scale for the Buyer.

2.3 All Deliverables shall be provided under the most cost-effective terms, having regard to quality and on time delivery.

2.4 All Charges including, without limitation, all payments relating to Billable Works will be subject to assurance and validation checks by the Buyer in line with:

2.4.1 the Payment Verification Process; and

2.4.2 Open Book Accounting and Audit requirements.

2.5 During the Mobilisation Period the Buyer shall provide the Supplier with details of how the process in respect of invoicing and verifying payments of the Charges under this Call-Off Contract shall operate between the Parties (the **"Payment Verification Proposal"**). The Supplier shall respond with comments to the Buyer on the Payment Verification Proposal within twenty (20) Working Days of the date on which the Buyer first sends the Payment Verification Proposal to the Supplier. The Parties will endeavour to agree the Payment Verification Proposal within ten (10) Working Days of receipt of the Supplier's response to the Payment Verification Proposal. Where:

2.5.1 the Supplier does not respond with comments to the Buyer on the Payment Verification Proposal within twenty (20) Working Days of the date on which the Buyer first sends the Payment Verification Proposal to the Supplier, the Supplier shall be deemed to have agreed the Payment Verification Proposal; or

2.5.2 the:

(a) Supplier does respond with comments to the Buyer on the Payment Verification Proposal within twenty (20) Working Days of the date on which the Buyer first sends the Payment Verification Proposal to the Supplier; and

(b) Parties are unable to agree the Payment Verification Proposal within ten (10) Working Days of receipt of the Supplier's response to the Payment Verification Proposal,

the Supplier acknowledges and agrees that the Buyer may, in its absolute discretion determine and confirm to the Supplier the details of how the verification of payment of the Charges under this Call-Off Contract shall operate (the **"Payment Verification Process"**).

3 Calculation of the Charges for Deliverables Delivered to the Buyer to date

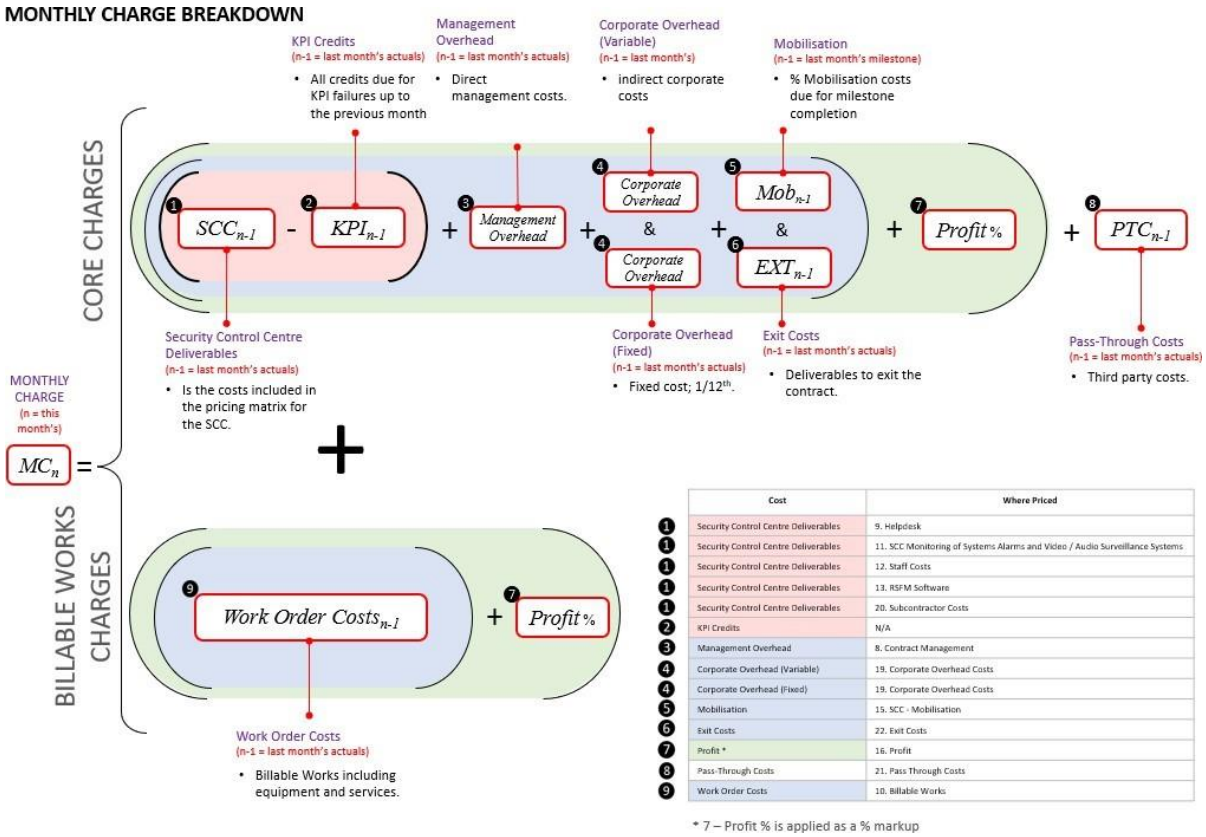
3.1 The Charges for the Deliverables the Supplier has Delivered to the Buyer in the relevant Service Month shall be:

3.1.1 calculated on the basis of the rates and prices specified in the Pricing Matrix and in accordance with the terms of this Call-Off Schedule;

3.1.2 paid for full and proper performance by the Supplier of its obligations under the Call-Off Contract; and

3.1.3 paid by way of Monthly Charges ("**Monthly Charges**") which shall be calculated in accordance with Paragraph 3.2 below.

3.2 Subject to Paragraphs 3.3 – 3.5 below, the Monthly Charge (MCn), in respect of a Service Month "n" shall be calculated in accordance with the following graphic:



	Cost	Where Priced
1	Security Control Centre Deliverables	9. Helpdesk
1	Security Control Centre Deliverables	11. SCC Monitoring of Systems Alarms and Video / Audio Surveillance Systems
1	Security Control Centre Deliverables	12. Staff Costs
1	Security Control Centre Deliverables	13. RSFM Software
1	Security Control Centre Deliverables	20. Subcontractor Costs
2	KPI Credits	N/A
3	Management Overhead	8. Contract Management
4	Corporate Overhead (Variable)	19. Corporate Overhead Costs
4	Corporate Overhead (Fixed)	19. Corporate Overhead Costs
5	Mobilisation	15. SCC - Mobilisation
6	Exit Costs	22. Exit Costs
7	Profit *	16. Profit
8	Pass-Through Costs	21. Pass Through Costs
9	Work Order Costs	10. Billable Works

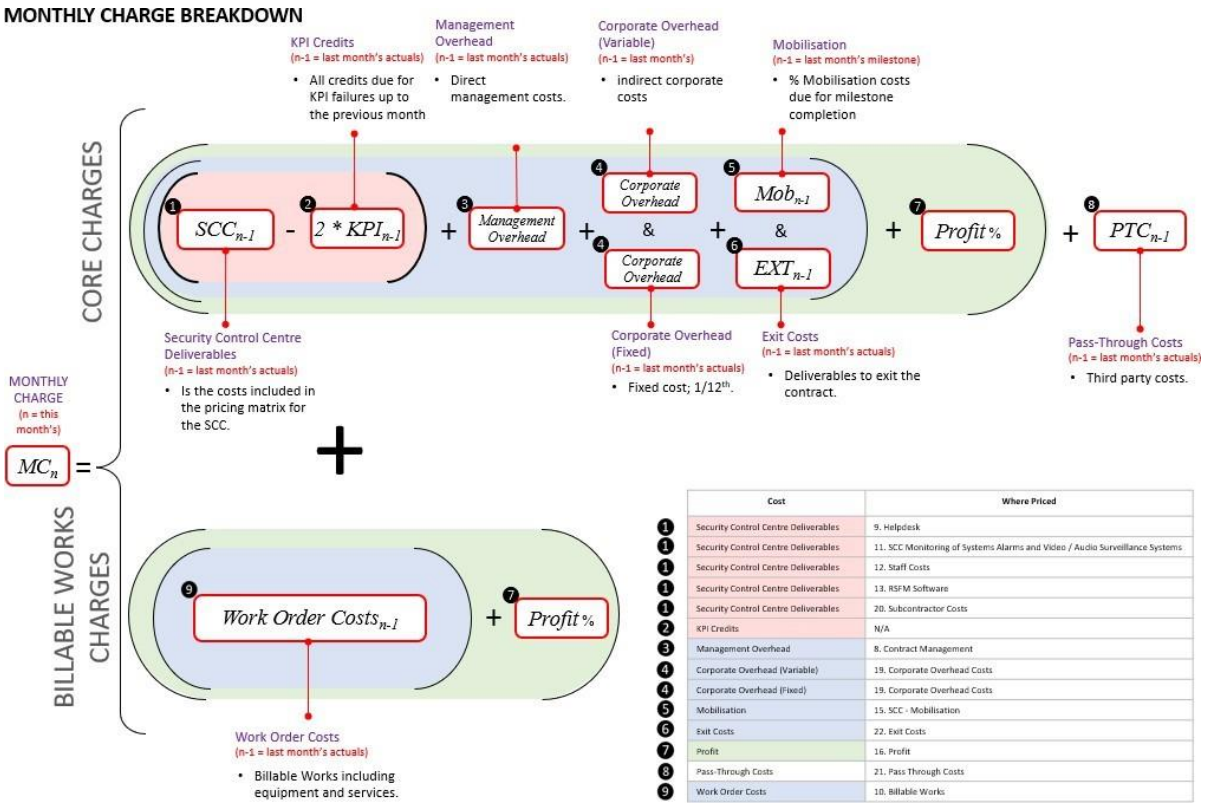
where:

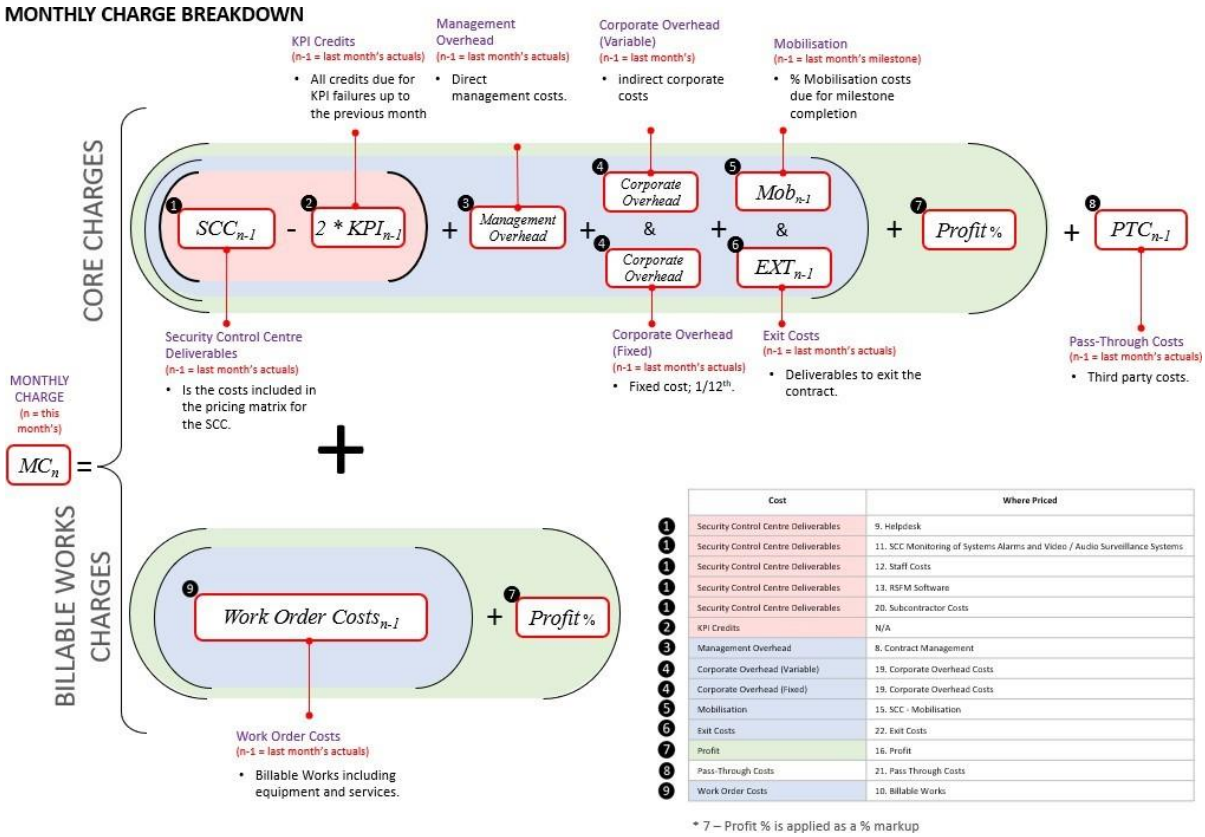
MC_n	is the Monthly Charge to be determined in respect of the Service Month "n".
SCC_{n-1}	is the Security Control Centre deliverables in respect of the relevant Service Month.
KPI_{n-1}	is the KPI Credits in respect of the relevant Service Month.
Management Overhead	is the monthly Management Overhead as stated in the Pricing Matrix.
Corporate Overhead	is the: (a) Corporate Overhead (Variable); (b) Corporate Overhead (Fixed);applicable in respect if the relevant Service Month.
Mob $_{n-1}$	% of the Milestone Payment for a Milestone Achieved.
EXT $_{n-1}$	is the Exit Costs in respect of the relevant Service Month.
Profit %	is the contract profit percentage as set out in the 'Profit Tab number 16' in the Pricing Matrix.
PTC $_{n-1}$	are the Pass Through Costs in respect of the relevant Service Month.

SO $_{n-1}$	is the total price for Work Orders which have been completed and approved by the Buyer in the previous Service Month which shall be calculated in accordance with paragraph 9 below.

3.3 The Monthly Charge due in the relevant Service Month during the Contract Period shall be the total of the cumulative total of the Core Charges and Billable Works Charges for completed Deliverables calculated in accordance with this Call-Off Schedule and the Pricing Matrix. The Supplier acknowledges and agrees that completed Deliverables shall be Deliverables without notified Defaults the correction of which will delay the Delivery of the Deliverables by the Supplier or any Subcontractor of the Supplier.

3.4 The Monthly Charge due in the final Service Month during the Contract Period will be calculated in accordance with the following formula which will supersede the formula in Paragraph 3.2 above (and all terminology used in the following formula will have the same meaning as provided for in Paragraph 3.2 above):





	Cost	Where Priced
1	Security Control Centre Deliverables	9. Helpdesk
1	Security Control Centre Deliverables	11. SCC Monitoring of Systems Alarms and Video / Audio Surveillance Systems
1	Security Control Centre Deliverables	12. Staff Costs
1	Security Control Centre Deliverables	13. RSFM Software
1	Security Control Centre Deliverables	20. Subcontractor Costs
2	KPI Credits	N/A
3	Management Overhead	8. Contract Management
4	Corporate Overhead (Variable)	19. Corporate Overhead Costs
4	Corporate Overhead (Fixed)	19. Corporate Overhead Costs
5	Mobilisation	15. SCC - Mobilisation
6	Exit Costs	22. Exit Costs
7	Profit	16. Profit
8	Pass-Through Costs	21. Pass Through Costs
9	Work Order Costs	10. Billable Works

3.5 Following the final Service Month during the Contract Period (and without double counting) a balancing payment will be calculated to account for:

3.5.1 the KPI Credits calculated in respect of the final Service Month;

3.5.2 the Pass Through Costs incurred within the final Service Month; and

3.5.3 the total price for Work Orders which have been completed in the final Service Month,

and such balancing payment will be paid to, or deducted from, the sums due to the Supplier following the assessment of the Supplier's performance in the final Service Month.

3.6 The Supplier acknowledges and agrees that no Corporate Overhead shall be payable by the Supplier until the Start Date.

4 Corporate Overheads (Fixed)

4.1 From the Start Date the Supplier shall be entitled to be paid the Corporate Overheads (Fixed) as part of the Monthly Charge.

5 Target Prices and payment of Actual Costs

5.1 From the Start Date the Supplier shall be entitled to be paid Actual Costs as part of the Monthly Charge for the relevant Service Month provided and to the extent that:

5.1.1 such Actual Costs as are reasonably and properly incurred within the meaning of this Call-Off Contract;

5.1.2 any costs incurred but not yet paid by the Supplier claimed in the Monthly Charge will have been paid by the final date for payment of the Monthly Charge;

5.1.3 such costs claimed represent an expenditure which is directly referable to a cost line or Section in the Pricing Matrix specifically for the Deliverables for which

payment of the Charges is sought by the Supplier and which form part of the Target Price; and

5.1.4 such Actual Costs are not incurred as a consequence of the Supplier's failure to observe Paragraph 5.2.

5.2 The Supplier shall manage its costs in Delivering the Deliverables with reasonable economy commensurate with good and efficient business management practice so that its employment of resources is commensurate with the extent, condition and geography of the Buyer Premises at the time at which expenditure is incurred. Without limiting the meaning of the expression "reasonably and properly incurred" Actual Costs are not reasonably and properly incurred to the extent that they are incurred as a consequence of the Supplier's failure to observe this Paragraph 5.2. In respect of each Service Month:

Actual Costs are equal to the Target Price	subject to the terms of this Call-Off Schedule 5, the Buyer shall pay the Actual Costs reasonably and properly incurred.
Actual Costs are less than the Target Price	subject to the terms of this Call-Off Schedule 5, the Buyer shall pay the Actual Costs reasonably and properly incurred.
Actual Costs exceed the Target Price	subject to the terms of this Call-Off Schedule 5, the Buyer shall pay the Actual Costs reasonably and properly incurred up to but not exceeding the Target Price for the relevant Service Month.

5.3 Subject always to Paragraphs 5.4 and 6, the Actual Costs claimed against a Section for the relevant Service Month shall not exceed the pro-rata value (usually one twelfth (1/12th)) of the cost of a Section over the relevant Contract Year save where the Supplier can show that such costs will be incurred other than by equal Monthly Charges provided always that the:

5.3.1 Actual Costs charged for a Contract Year shall not exceed the Contract Year Target Price; and

5.3.2 Charges charged for a Contract Year shall not exceed the Contract Year Maximum Price.

5.4 The Supplier may request Approval by the Buyer:

5.4.1 of the re-allocation of its resource in any cost line in a Section against one or more cost lines

(a) in the same Section; or

(b) in another Section within the same Tab,

(c) in another Section in another Tab within the same Category,

of the Pricing Matrix; and/or

5.4.2 to pay any bonus allowance identified in Tab number 12 (Staff Costs) in the Pricing Matrix submitted as part of the Call-Off Tender on an annual basis to the relevant employee; and/or

5.4.3 to pay staff training costs or travel and subsistence costs tendered by the Supplier and as identified in the relevant Section in the Tab number 12 Staff Costs in the Pricing Matrix other than in equal monthly instalments; and/or

5.4.4 any other areas of the Call-Off Contract that the Buyer (in its absolute discretion) agrees in the Call-Off Contract Period.

5.5 The Buyer may Approve or reject (at its absolute discretion) the request submitted by the Supplier pursuant to Paragraph **Error! Reference source not found.** (Target Prices and payment of Actual Costs) provided that no adjustment shall be proposed by the Supplier nor shall Approval be given by the Buyer which would:

5.5.1 increase the Target Price or the Contract Year Target Price;

5.5.2 increase the Maximum Price or the Contract Year Maximum Price;

5.5.3 increase the Profit %;

5.5.4 result in double counting or recovery of any amount already paid to the Supplier in respect of any Contract Year; and/or

5.5.5 have a detrimental effect on the Delivery of the Deliverables.

5.6 If Approval is given to the Supplier for an alteration proposed by it under Paragraph 5.4, the Supplier shall forthwith provide a revised Pricing Matrix showing only such changes as have been Approved by the Buyer.

6 **Adjustment of the charges**

6.1 The Contract Year Maximum Price is the aggregate maximum amount which the Supplier is entitled to be paid in respect of the Delivery of the Deliverables in the relevant Contract Year.

6.2 Subject always to Paragraph 6.3 of this Call-Off Schedule, the Contract Year Maximum Price may be adjusted during a Contract Year. The Parties acknowledge and agree that adjustments to the Charges agreed in one Contract Year may, in certain circumstances apply in another Contract Year, including, without limitation, in relation to Work Orders and Savings.

6.3 The Maximum Price shall only be adjusted in the circumstances contemplated by and in accordance with the section of the Order Form headed 'Call-Off Charges' and Paragraphs 5.4, 5.5, 7.2, 9., 13, 14 15, 16 17. of this Call-Off Schedule and Paragraphs 4, 5, 6, 8 of Call-Off Schedule 34 (Special Terms) and Paragraphs 5.2.4 and 7.8 of Call-Off Schedule 26 (Buyer Remedies) and Paragraphs 2.4 and 3 of Call-Off Schedule 27 (Accessed Contracts and Construction Contracts) and Paragraph 3 of Call-Off Schedule 31 (Collateral Warranties) or as expressly provided for under this Call-Off Contract by the Buyer to the Supplier.

7 Exit

7.1 During the Termination Assistance Period the Supplier shall be entitled to recover (as part of the Monthly Charges) its Actual Costs (plus Profit %) in respect of Exit Costs up to the Exit Price provided that the Buyer has not terminated the Call-Off Contract pursuant to Clauses 10.2, 10.3, or 10.4 (When CCS or the buyer can end a contract) of the Core Terms.

7.2 The Buyer acknowledges that it instructed the Supplier to price the Exit Price submitted as part of the Call-Off Tender on the basis that:

7.2.1 Termination Assistance would be required to exit from this Call-Off Contract to a single, national Replacement Supplier; and

7.2.2 the Termination Assistance Period shall last twelve (12) Months.

In the event that the Buyer decides (in its absolute discretion) to procure more than one Replacement Supplier or the Buyer wants to extend the Termination Assistance Period in accordance with the terms of Call-Off Schedule 10 (Exit Management), the Buyer shall issue an instruction to the Supplier under the Variation Procedure and the Supplier shall prepare an Impact Assessment in accordance with the terms of the Variation Procedure. The Buyer acknowledges and agrees that:

7.2.3 it shall not be entitled to and shall not seek or claim any increase in the Profit %; and,

7.2.4 to the fullest extent possible, repricing of the Exit Price shall be based on the rates and prices submitted by the Supplier for the Exit Price at the Effective Date in the Pricing Matrix Tab number 22 and such changes to the Exit Price shall be strictly limited to those directly relating to the terms of the Variation proposed by the Buyer and not otherwise.

8 Pass Through Costs

8.1 The Supplier shall be entitled to claim Pass Through Costs as part of the Monthly Charges where such costs are incurred in accordance with the guidelines that the Buyer may issue to the Supplier from time to time. The Supplier shall not be entitled to charge any additional amount on top of the Pass Through Costs including (without limitation) any margin, mark up or uplift costs. Any claim for Pass Through Costs shall be supported by such documentation as the Buyer may request from time to time in line with Open Book Accounting and Audit requirements. Pass Through Costs shall be subject to Approval by the Buyer.

8.2 Where any Pass Through Costs set out in the Pricing Matrix increase or decrease in comparison to the relevant value for such Pass Through Cost contained in the Pricing Matrix:

8.2.1 as at the date of this Call-Off Contract; and/or

8.2.2 as may be updated from time to time in accordance with the terms of this Call-Off Contract,

the Supplier shall provide to the Buyer such evidence as the Buyer requires to verify and confirm the actual change to the relevant Pass Through Cost. Where the Buyer (acting reasonably) Approves the increase or decrease to the relevant Pass Through Cost, the Supplier shall submit to the Buyer for its Approval an update to the Pricing Matrix such update to the Pricing Matrix shall be limited solely and directly to the relevant increase or decrease (as the case may be) to the relevant Pass Through Cost as may be Approved by the Buyer pursuant to this Paragraph **Error! Reference source not found.** only
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9 Billable Works and Service Orders

9.1 The Supplier shall be entitled to claim Billable Works Charges as part of the Monthly Charges in accordance with the terms of this Call-Off Schedule and in accordance with the terms of Call-Off Schedule 25 (Billable Works).

9.2 Where the total number of Work Orders (approved by the Buyer pursuant to the Billable Works Approval Process) in any Contract Year exceeds sixty-three thousand one-hundred and ninety-nine (63,199) in the aggregate, the Supplier may use the Variation Procedure to request an adjustment to that part only of the Management Overhead applied to Work Orders under the Pricing Matrix provided always that:

9.2.1 any request (including, without limitation, any Impact Assessment) shall be priced by the Supplier on substantially the same basis the Supplier submitted in its Call-Off Tender; and

9.2.2 the relevant request (including, without limitation any Impact Assessment) shall not (if implemented) lead to an increase in or improved Profit % for the Supplier.

9.3 Pursuant to Clause 4.7 of the Core Terms, the Buyer shall be entitled to set-off any Billable Woks Rebate against the Charges payable under or in relation to this Call-Off Contract in accordance with this Paragraph 9.3:

9.3.1 the Billable Works Rebate shall apply to the aggregate value of Work Orders falling within the relevant Band referred to in Paragraph 9.3.4 in the relevant Contract Year;

9.3.2 the Supplier shall notify the Buyer promptly after the end of each Contract Year of the aggregate total amount the Buyer is entitled to invoice the Supplier in respect of the relevant Contract Year in relation to the provision of Billable Works raised by the Buyer under this Call-Off Contract:

9.3.3 the Billable Works Rebate shall be calculated by reference to those part or parts of any invoice seeking payment for or relating to Work Orders completed by the Supplier in accordance with the terms of this Call-Off Contract in the relevant Contract Year:

9.3.4 the relevant percentages for the Billable Works Rebate are to be agreed or determined pursuant to Paragraph 10.3.6:

Band 1 **Volume of Work Orders:** **63,199 – 100,000**	**Band 2** **Volume of Work Orders:** **100,001 – 125,000**	**Band 3** **Volume of Work Orders:** **125,001 – 150,000**
[0.25]% **rebate to be applied against the aggregate value of all Billable Works Charges arising under or in relation to Work Orders falling in this Band**	**[0.75]%** **rebate to be applied against the aggregate value of all Billable Works Charges arising under or in relation to Work Orders falling in this Band**	**[1.25]%** **rebate to be applied against the aggregate value of all Billable Works Charges arising under or in relation to Work Orders falling in this Band**

9.3.5 where a Billable Works Rebate arises, it shall be paid by the Supplier to the Buyer or may be retained from amounts otherwise due to the Supplier under or in relation to this Call-Off Contract;

9.3.6 during the Mobilisation Period the Buyer shall provide the Supplier with its proposal for the Billable Works Rebate (such proposal shall be substantially based on the rebate percentages referred to in Paragraph 9.3.4) (the **"Billable Works Rebate Proposal"**). The Supplier shall respond with comments to the Buyer on the Billable Works Rebate Proposal within twenty (20) Working Days of the date on which the Buyer first sends the Billable Works Rebate Proposal to the Supplier. The Parties will endeavour to agree the Billable Works Rebate Proposal within ten (10) Working Days of receipt of the Supplier's response to the Billable Works Rebate Proposal. Where:

(a) the Supplier does not respond with comments to the Buyer on the Billable Works Rebate Proposal within twenty (20) Working Days of the date on which the Buyer first sends the Billable Works Rebate Proposal to the Supplier, the Supplier shall be deemed to have agreed the Billable Works Rebate Proposal; or

(b) the:

(i) Supplier does respond with comments to the Buyer on the Billable Works Rebate Proposal within twenty (20) Working Days of the date on which the Buyer first sends the Billable Works Rebate Proposal to the Supplier; and

(ii) Parties are unable to agree the Billable Works Rebate Proposal within ten (10) Working Days of receipt of the Supplier's response to the Billable Works Rebate Proposal,

the Supplier acknowledges and agrees that the Buyer may, in its absolute discretion determine and confirm to the Supplier the Billable Works Rebate

applicable under this Call-Off Contract where the percentages set out in the Billable Works Rebate Proposal do not exceed the values for each Band set out in Paragraph9.3.4.; and

9.3.7 the Buyer and the Supplier shall review the operation of the Billable Works Rebate on or after each anniversary of the Start Date and the Supplier shall be entitled to request a Variation to the Billable Works Rebate provided always that the Buyer shall be entitled to reject any such Variation request in its absolute discretion.

10 Savings

10.1 At any time during the Call-Off Contract Period the Parties may agree Savings in accordance with Paragraph 8 of Call-Off Schedule 34 (Special Terms). Payments for Buyer Savings Liabilities and/or Investment Programme Costs (as the case may be) shall be included in the calculation of the Monthly Charge where applicable provided always that there shall be no double counting of such amounts under or in relation to Paragraph 14 (Redundancy Surcharge and Redeployment Costs) of this Call-Off Schedule.

10.2 Any Annual Savings Payment shall be calculated in accordance with Paragraph 8 of Call-Off Schedule 34 (Special Terms). The Supplier shall submit a separate invoice in respect of any Annual Savings Payment and the provisions of Paragraph 19 (**Changes to rates of pay for Supplier Invoicing)** and 21 (Final Reconciliation Report) shall apply mutatis mutandis.

10.3 Pursuant to Clause 4.7 of the Core Terms, the Buyer shall be entitled to set-off any Lost Savings against the Charges.

11 Mobilisation

11.1 The payments of labour and other costs for Mobilisation will be made by Milestone Payments for Achievement of Milestone Deliverables set out in the Mobilisation Plan. Milestone Payments are set out in the Pricing Matrix 'SCC Mobilisation Tab number 15' and Call-Off Schedule 13 (Mobilisation Plan and Testing) shall apply to Milestone Payments.

11.2 The Supplier may include Milestone Payments (after deduction of any applicable Delay Payment) in its application for payment before the assessment date following the issue of the Satisfaction Certificate.

12 KPI Credits

12.1 KPI Credits shall be calculated by reference to Call-Off Schedule 14 (Key Performance Indicators) and this Paragraph 12 (KPI Credits).

12.2 For each Service Month the Supplier shall:

12.2.1 identify all KPI Performance Failures arising in the relevant Service Period; and

12.2.2 aggregate the total Service Credits relating to such KPI Performance Failures identified pursuant to Paragraph 12.2.1 (KPI Credits) by reference to Call-Off Schedule 14 (Key Performance Indicators).

12.3 Service Credits shall be shown as a Deduction from the amount due from the Buyer to the Supplier in the invoice for the Service Month immediately succeeding the Service Month to which they relate.

13 TUPE Surcharge

13.1 The Supplier shall be entitled to claim any TUPE Surcharge calculated as payable pursuant to Call-Off Schedule 28 (TUPE Surcharge) and the TUPE Surcharge shall be recoverable as an Actual Cost as part of the Charges.

14 Redundancy Surcharge and Redeployment Costs

14.1 The Supplier shall be entitled to claim any:

14.1.1 redundancy Surcharge; or

14.1.2 redeployment costs,

agreed as payable (and notified by the Buyer to the Supplier or as otherwise determined pursuant to Call-Off Schedule 29 (Redundancy Surcharge) and, in relation to redeployment costs only, as determined pursuant to Call-Off Schedule 34 (Special Terms) and shall be recoverable as a Pass Through Cost provided always that there shall be no double counting of such amounts under or in relation to Paragraph 10 (Savings) of this Call-Off Schedule.

15 Indexation

15.1 In this Paragraph 15, the following definitions shall apply:

"Base Date Index (B)"	means the index used at the first Inflation Adjustment Date being the latest available Payment Index at the starting date and for subsequent Contract Years is the Payment Index which was used as the Latest Index at the date of the previous Inflation Adjustment Date.
"Indexable Elements"	has the meaning given in Paragraph 15.2 of this Call-Off Schedule.
"Inflation Adjustment Date"	means 30 days prior to the first day of Contract Year 1 and each anniversary thereafter during the Contract Period and references to **"Inflation Adjustment Dates"** shall be construed accordingly.
"Latest Index (L)"	means the Payment Index for the Month of February of the Contract Year (published in the month of March but applied after the 1st April of the relevant Contract Year) or, if available, any later Payment Index published at the Inflation Adjustment Date.
"Payment Index"	means the Consumer Price Index also referred to as CPI.
"Price Adjustment Factor (PAF)"	means the product of (L – B)/B for the Payment Index.

15.2 Subject always to the conditions in this Paragraph 15, those parts of the Charges stated in the Order Form as being subject to Indexation (the **"Indexable Elements"**) shall be adjusted on each Inflation Adjustment Date until the end of the Service Month by multiplying the rate or Charge by (1 + PAF).

15.3 In calculating the Charges for Deliverables the Supplier has Delivered to the Buyer in the relevant Service Month, the changed rates and Charges in the Pricing Matrix shall be used for the Deliverables that have been Delivered by the Supplier from the then current Inflation Adjustment Date until the next applicable Inflation Adjustment Date.

15.4 Except as set out in Paragraph 0, neither the Charges nor any other costs, expenses, fees or charges shall be adjusted to take account of inflation, changes to exchange rates, changes to interest rates or any other factor or element which might otherwise increase the cost to the Supplier or its Subcontractors in performance of its or their obligations under or in relation to this Call-Off Contract.

15.5 If the Payment Index has not been published for the relevant month as required for this calculation then the last published value of the Payment Index available at the Inflation Adjustment Date shall be used.

15.6 Where the Payment Index is no longer published, the Buyer and the Supplier shall agree a fair and reasonable replacement that will have substantially the same effect.

15.7 For the avoidance of doubt:

15.7.1 Milestone Payments

15.7.2 Pass Through Costs;

15.7.3 TUPE Surcharge;

15.7.4 Redundancy Surcharge;

15.7.5 Profit %,

shall be excluded from Indexation and are not Indexable Elements.

15.8 In respect of Indexable Elements, the Buyer may (in its absolute discretion):

15.8.1 use its rights of Audit to establish, verify or assess the impact of percentage changes in the Payment Index at the Inflation Adjustment Date on the Charges;

15.8.2 require the Supplier to provide to the Buyer such additional or supporting information, documentation or data as the Buyer may require to establish, verify or assess the Supplier's calculation and/or application of:

(a) the percentage change in the Payment Index applied to those parts of the Charges which are subject to Indexation at the relevant Inflation Adjustment Date;

(b) the actual impact of inflation on those parts of the Charges which are subject to Indexation at the relevant Inflation Adjustment Date;

15.8.3 use its rights of Audit to establish, verify or assess the impact of percentage changes in the Payment Index at the Inflation Adjustment Date on the Charges;

15.8.4 use such information, documentation or data as may be published by the UK Government from time to time to establish, verify or assess the calculation and/or application of:

(a) the percentage change in the Payment Index applied to the Indexable Elements of the Charges at the relevant Inflation Adjustment Date; and/or

(b) the actual impact of inflation on those parts of the Charges which are subject to indexation at the relevant Inflation Adjustment Date.

15.9 Notwithstanding Paragraph 15.2, where the Buyer considers that the actual impact of inflation on the Indexable Elements of the Charges is or may be less than the percentage change in the Payment Index, the Buyer may exercise its right of Audit to establish, verify and/or assess such impact and where the percentage change applied to the relevant Indexable Element is less than the percentage change in the Payment Index the lesser rate shall apply at the relevant Inflation Adjustment Date.

16 Pricing for Variations

16.1 In addition to the process outlined in Clause 24 of the Core Terms, any change in the Charges in relation to a change in the number of buildings within the Buyer Premises or changes to a Deliverable, shall be aligned with and shall use the rates and prices set out in the Pricing Matrix where applicable.

16.2 The Supplier shall be entitled to include the effect this has had on other elements of the Call-Off Contract within any Impact Assessment which is provided as part of any associated Variation Procedure. The Buyer shall consider the Impact Assessment as part of the Variation Procedure.

17 Changes to rates of pay for Supplier Staff

17.1 Notwithstanding Clause 24.5 (Change in Law) of the Core Terms and subject to Paragraph

17.7, the Supplier may submit an impact assessment seeking to review rates of pay for the relevant members of Supplier Staff (the "**SP Impact Assessment"**). The Supplier shall include in any SP Impact Assessment the proposed amendments to the rates of pay for the relevant members of Supplier Staff and a detailed justification for each proposed amendment together with sufficient information, data and evidence regarding:

17.1.1 the challenges experienced by the Supplier in the relevant Contract Year directly relating to the recruitment of Supplier Staff;

17.1.2 the challenges experienced by the Supplier in the relevant Contract Year directly relating to the retention of Supplier Staff (including, without limitation where pay differentials have not been maintained between Supplier Staff on an hourly rate already in excess of the Real Living Wage; or Mandatory Wage and lower paid Supplier Staff);

17.1.3 the market hourly rates of pay for personnel delivering services substantially similar to the relevant Deliverables under this Call-Off Contract including national variations and relevant regional impacts;

17.1.4 the steps taken by the Supplier to mitigate the impact of any proposed adjustment;

17.1.5 the impact of the proposed change not leading to an increase in the Profit %;

17.1.6 the element of the Deliverables delivered by each member of Staff, the then current hourly rate of pay of each such Affected Member of Staff and the number of hours worked by each such member of Staff;

17.1.7 the changes proposed by the Supplier as part of SP Impact Assessment to the Pricing Matrix as it exists immediately prior to the date of the relevant SP Impact Assessment;

17.1.8 the difference between the increases in the Charges for Supplier Staff proposed by the Supplier in the relevant SP Impact Assessment and the:

(a) Charges for Supplier Staff included in the Pricing Matrix at the starting date; and

(b) Charges for Supplier Staff adjusted under a prior SP Impact Assessment or as may be negotiated in accordance with the terms of this Paragraph 17;

17.1.9 where the Supplier has used the Real Living Wage as a base line for Supplier Staff on the Call-Off Contract, the percentage increase to the Real Living Wage in the relevant Contract Year that has exceeded any percentage increase for the same period in:

(a) the Payment Index; or

(b) where applicable, as calculated in accordance with Paragraph 15 (Indexation);

17.1.10 where the Supplier has used the Mandatory Wage as a base line for Supplier Staff on the Call-Off Contract, the percentage increase to the Mandatory Wage in the relevant Contract Year that has exceeded any percentage increase for the same period in:

(a) the Payment Index; or

(b) where applicable, as calculated in accordance with Paragraph 15 (Indexation); and

17.1.11 such other information, documents or data at the Buyer may reasonably request in response to the SP Impact Assessment.

17.2 In respect of Paragraphs 17.1.1 – 17.1.4 (inclusive), it shall be at the Buyer's sole discretion whether the Buyer:

17.2.1 is willing to enter into negotiations with the Supplier regarding the relevant SP Impact Assessment;

17.2.2 agrees in writing any change to the relevant Charges for Supplier Staff based on the relevant SP Impact Assessment or any subsequent negotiations in relation to the relevant SP Impact Assessment; or

17.2.3 rejects the relevant SP Impact Assessment.

In respect of any part or parts of an impact assessment relating solely and directly to Paragraphs 17.1.7 and/or 17.1.8, the Buyer acknowledges and agrees that it shall either:

17.2.4 enter into negotiations with the Supplier regarding the relevant parts of the relevant impact assessment relating solely and directly to Paragraphs 17.1.7 and/or 17.1.8;agree in writing the relevant part or parts of the relevant impact assessment relating solely and directly to Paragraphs 17.1.7 and/or 17.1.8; or

17.2.5 pursuant to the terms of Paragraph 17.5 and 17.6, reject the relevant part or parts of the relevant impact assessment relating solely and directly to Paragraphs 17.1.7 and/or 17.1.8.

17.3 Where the Buyer rejects an SP Impact Assessment the rates applicable to the relevant Charges for Supplier Staff immediately prior to the date of submission of the relevant SP Impact Assessment shall remain in force with no amendment.

17.4 Subject always to Paragraph 17.2, 17.5, 17.6 and 17.9 above, where the Buyer enters into negotiations with the Supplier, the Buyer shall consider whether the:

17.4.1 SP Impact Assessment would (if implemented) alter the economic balance of the Call-Off Contract in favour of the Supplier;

17.4.2 financial benefit of changes to the increases in the Charges for Supplier Staff will be received in full (less any applicable taxes) by the relevant Supplier Staff affected by the relevant SP Impact Assessment;

17.4.3 relevant SP Impact Assessment (if implemented) would lead to an increase in or improved Profit % for the Supplier; and

17.4.4 Supplier has provided sufficient and detailed information to the Buyer in its SP Impact Assessment in response to Paragraph 18.1 or in response to any subsequent request for further or additional information.

17.5 The Supplier agrees that it is not entitled to an increase in the relevant compensation event pertaining to this Paragraph 17 or to any assessment:

17.5.1 in respect of amounts already compensated through Paragraph 15 of this Call-Off Schedule; and

17.5.2 which (as the case may be) seeks increases in:

(a) the Charges beyond those parts of the Deliverables directly affected by and directly relating to the information, evidence and data set out in the relevant SP Impact Assessment; and/or

(b) the Charges for Supplier Staff beyond those parts of the Deliverables directly affected by and directly relating to the information, data and evidence set out in the relevant SP Impact Assessment; and/or

17.5.3 where the Buyer assesses that one or more of the circumstances referred to in Paragraphs 17.4.1 – 17.4. applies.

17.6 The:

17.6.1 Parties agree that:

(a) where the inflationary increase calculated using the Payment Index or, where applicable, calculated using Paragraph 15 (Indexation) exceeds the rate increase in the relevant Contract Year for the Mandatory Wage, for each member of

Supplier Staff affected by the Mandatory Wage, the inflationary increase calculated using the Payment Index or, where applicable, calculated using Paragraph 15 (Indexation) shall be applied in respect of each member of Supplier Staff affected by the Mandatory Wage ;

(b) where the rate increase in the relevant Contract Year for the Mandatory Wage for each member of Supplier Staff affected by the Mandatory Wage, exceeds the inflationary increase calculated using the Payment Index or, where applicable,

calculated using Paragraph 15 (Indexation) the rate increase for the Mandatory Wage shall be applied in respect of each member of Supplier Staff affected by the Mandatory Wage; and

(c) where the inflationary increase calculated using the Payment Index or, where applicable, calculated using Paragraph 15 (Indexation) exceeds the rate increase in the relevant Contract Year for the Real Living Wage for each member of Supplier Staff affected by the Real Living Wage, the inflationary increase calculated using the Payment Index or, where applicable, calculated using Paragraph 15 (Indexation) shall be applied in respect of each member of Supplier Staff affected by the Real Living Wage;

17.6.2 Supplier acknowledges and agrees that;

(a) where the rate increase in the relevant Contract Year for the Real Living Wage for each member of Supplier Staff affected by the Real Living Wage exceeds the inflationary increase calculated using the Payment Index or, where applicable, calculated using Paragraph 15 (Indexation), it shall be at the Buyer's absolute and sole discretion whether the rate increase for the Real Living Wage shall be applied in respect of each member of Supplier Staff affected by the Real Living Wage; and

(b) it shall not be entitled to an increase in the Charges (or any part thereof) pertaining to this Paragraph **17** or to any assessment arising from any double counting including, without limitation, aggregating or seeking to aggregate any inflationary increase calculated using the Payment Index or, where applicable, calculated using Paragraph 15 (Indexation) together with the rate increase in the relevant Contract Year for the Real Living Wage and/or the Minimum Wage in respect of each member of Supplier Staff affected by the Real Living Wage or Mandatory Wage (as the case may be).

17.7 Subject to the terms of this Paragraph 17, where the Buyer agrees any increase to the relevant Charges for Supplier Staff based on the relevant SP Impact Assessment the Pricing Matrix shall be amended and updated with the increase to the Charges.

17.8 Any SP Impact Assessment issued by the Supplier under or in relation to this Paragraph 17 must be issued as follows:

17.8.1 the first SP Impact Assessment must be received by the Buyer by no later than 15 May in the relevant Contract Year. Where 15 May is not a Working Day, the relevant date for receipt shall be the last Working Day immediately prior to 15 May in the relevant Contract Year; and

17.8.2 the second SP Impact Assessment must be received by the Buyer by no later than 15 November in the relevant Contract Year. Where 15 November is not a Working Day, the relevant date for receipt shall be the last Working Day immediately prior to 15 November in the relevant Contract Year.

17.8.3 such other date that the Buyer may (from time to time) agree (at its absolute discretion).

17.9 Notwithstanding any other provision in this Paragraph 17, the Supplier acknowledges and agrees that where the Supplier submits an SP Impact Assessment seeking to increase the Charges to maintain or change pay differentials between Supplier Staff on an hourly rate already in excess of the Real Living Wage or Mandatory Wage (as the case may be) and lower paid Supplier Staff, the Buyer may in its absolute discretion refuse to assess, negotiate

or increase (whether in whole or in part) the Charges to maintain or change pay differentials between such Supplier Staff.

17.10 The Supplier acknowledges that the Buyer shall at any time (and without limitation to the number of times) be entitled to use its rights of Audit and Open Book Accounting to review any change or adjustment to the Charges arising from or attributable to any SP Impact Assessment as Approved by the Buyer or as negotiated and subsequently Approved by the Buyer. Where in the same or any subsequent Contract Year the matters, facts or circumstances referred to in the relevant SP Impact Assessment (or part thereof) havechanged or altered (including, without limitation, ceasing to apply) such that the relevant matters, facts or circumstances would not or do not support the change or adjustment to the Charges (or part thereof) as Approved by the Buyer or as negotiated and subsequently Approved by the Buyer then the Buyer may, in its absolute discretion, require the Supplier to amend and update the Pricing Matrix and reduce the Charges payable by the Buyer under or in relation to this Call-Off Contract by an amount equal to the monetary value attributed to such matters, facts or circumstances in the relevant SP Impact Assessment as Approved by the Buyer or as negotiated and subsequently Approved by the Buyer.

18 Disallowable Costs

18.1 Costs and expenses which are not wholly appropriate, attributable and/or reasonable for Delivery of the Deliverables shall not be paid or payable by the Buyer.

18.2 The Disallowable Costs shall include (without limitation):

Cost Section	Sub-Type	Notes
Staff	Hotels, Subsistence, and non-Operational Travel	Chargeable only if included in Management Overheads or Corporate Overheads. Not separately chargeable. Travel and subsistence costs for apprentices for specific training including attending apprenticeships shall be allowable. T&S adherence to Buyer Policy on Expenses for Business Travel (Annex 1)
IT/Telephony	Costs for non-operational staff	Relevant staff related costs to be included within Management Overheads or Corporate Overheads
Other Operating	Insurance Excesses	Premiums only are allowable
Other Operating	Corporate Hospitality	Unless agreed in advance with the Buyer
Other Operating	Conference Costs	Unless agreed in advance with the Buyer
Other Operating	Gifts & Rewards	Unless agreed in advance with the Buyer
Other Operating	Parent Company Guarantees	If applicable such costs to be factored into Profit %. Otherwise not recoverable.
Corporate Overheads	Legal costs relating to Disputes initiated by the Supplier including any initiated against the Buyer	Disputes to be managed in accordance with Dispute Resolution Procedure (including those involving the Guarantor)
Corporate Overheads	Legal costs relating to negligence by the Supplier	Where fees, costs, damages, penalties or liquidated damages are incurred by the Supplier as a result of its negligence (or the Guarantor)
Corporate Overheads	Audit costs relating to the Buyer's exercise of it Audit Rights	Where all fees, costs, damages or penalties are incurred by the Supplier

Other Costs	Contract, MI, or Performance Failures	Where fees, costs, damages, penalties, liquidated damages or re-work are incurred by failure to deliver contractual obligations that are within Supplier's control
Other Costs	Re-work (being re-provision of part of part of the Deliverables where the initial delivery of such Deliverables was not compliant with the requirements of the Call-Off Contract)	Labour and materials costs are Disallowable Costs.

19 Changes to rates of pay for Supplier Invoicing

19.1 All Charges payable shall exclude VAT which is payable on provision of a valid VAT invoice and that includes all costs connected with the Delivery of the Deliverables.

19.2 In addition to its obligations in Clause 4 in the Core Terms (Pricing and payments) the Supplier shall ensure that each invoice it prepares in relation to the Charges:

19.2.1 specifies the period to which the invoice relates;

19.2.2 specifies the hours worked by the relevant Supplier Staff;

19.2.3 specifies the Deliverables to which the invoice relates;

19.2.4 sets out the calculations used to reach the amount of the Charges that are being invoiced;

19.2.5 separately itemises any expense or taxes said to be payable by the Buyer;

19.2.6 provides equivalent evidence in respect of any claim for costs or expenses incurred by any Subcontractors;

19.2.7 specifies the Supplier's VAT code; and

19.2.8 comply with EN16931-1.

19.3 An invoice issued by the Supplier to the Buyer shall only be valid if it includes:

19.3.1 all appropriate references including the Call-Off Contract reference number and other details required by the Buyer under or in relation to this Call-Off Contract together with such other details as may reasonably be requested by the Buyer;

19.3.2 the Supporting Documentation.

19.4 Following receipt of such draft invoice the Buyer shall be entitled to reject it where it does not comply with the requirements of this Call-Off Contract. The Supplier will promptly respond to any queries that the Buyer has in relation to a draft invoice. If the Buyer approves the invoice (such approval not to be unreasonably withheld) then it will notify the Supplier and the Supplier shall be entitled to prepare a final form of that invoice in the approved form. The Supplier shall only be entitled to issue and the Buyer shall not be obliged to pay for any final form invoice which has been issued in accordance with this Call-Off Contract and specifically this procedure.

20 Leap Years and Extension Periods

20.1 In respect of any Contract Year during the Call-Off Contract Period the Parties acknowledge and agree that where any such Contract Year is 366 days in duration, the following provisions shall apply:

20.1.1 the Supplier shall submit to the Buyer for Approval an update to the Pricing Matrix showing only those adjustments to the Charges solely and directly arising as a

result of the occurrence of a leap year such that the Buyer is in a no better no worse position;

20.1.2 where the Supplier demonstrates to the Buyer's satisfaction that the proposed updates to the Pricing Matrix show only those adjustments to the Charges solely and directly arising as a result of the occurrence of a leap year such that the Buyer is in a no better no worse position then the Buyer shall Approve the update submitted by the Supplier pursuant to Paragraph 20.1.1 and the Pricing Matrix shall be updated and adjusted accordingly;

20.1.3 the Buyer may reject any update submitted by the Supplier pursuant to Paragraph 20.1.1 where the relevant update contains any proposed changes to the Charges which are not solely and directly arising as a result of the occurrence of the relevant leap year. Where the Buyer does not Approve the update submitted by the Supplier pursuant Paragraph 20.1.1, the Pricing Matrix shall not be updated or adjusted and the Charges applying immediately prior to the date of submission of any proposal submitted pursuant to Paragraph 20.1.1 shall continue to apply without amendment; and

20.1.4 where the Buyer Approves an update and adjustment to the Pricing Matrix pursuant to Paragraph 20.1.2, the Supplier acknowledges and agrees that it shall, at the end of the relevant Contract Year reverse and remove all changes to the Pricing Matrix arising from or attributable to the occurrence of the relevant leap year such that the Supplier does not receive any benefit from such update or adjustment Approved pursuant to Paragraph 20.1.2 in a subsequent Contract Year.

20.2 Subject always to Paragraph 20.1, in the event that the Buyer exercises its right under clause 10.1.2 of the Core Terms to extend the Call-Off Contract for the Extension Period:

20.2.1 the tendered prices, pricing methods and payment provisions set out in this Call-Off Schedule 5 and the Pricing Matrix relating to the Contract Year Maximum Price for Contract Year 5 (as the same may be updated in accordance with Paragraph 6 (Adjustment of the Charges)) shall continue to apply for the duration of the first Contract Year (or any part or parts thereof) in the Extension Period (being Contract Year 6); and the Pricing Matrix shall be updated accordingly; and

20.2.2 the tendered prices, pricing methods and payment provisions set out in Paragraph 20.1.1 (adjusted as permitted pursuant to Paragraph 6 (Adjustment of the Charges)) shall continue to apply for the duration of a second Contract Year (or any part or parts thereof) in the Extension Period (being Contract Year 7); and the Pricing Matrix shall be updated accordingly and

20.2.3 the tendered prices, pricing methods and payment provisions set out in Paragraph 20.1.2 (as the same may be updated in accordance with Paragraph 6 (Adjustment of the Charges)) shall continue to apply for the duration of the Extension Period 3 (as referred to in the Order Form) being Contract Years 9,10 and 11 and the Pricing Matrix shall be updated accordingly.

21 Final Reconciliation Report

21.1 Within six months of the end of the Termination Assistance Period (or if there is none, termination), the Supplier shall submit to the Buyer its Final Reconciliation Report in accordance with Paragraph 21 (Final Reconciliation Report), and the Open Book Accounting and Audit requirements under or in relation to this Call-Off Contract.

21.2 The Final Reconciliation Report shall set out the Supplier's statement of the Final Account (the **"Supplier Final Account Balance"**) being where the Call-Off Contract has not been terminated:

21.2.1 the aggregate Profit % paid over the Call-Off Contract Period;

21.2.2 aggregate Savings Payments to which the Supplier considers it is entitled;

21.2.3 aggregate deductions or adjustments to which the Buyer is entitled to under or in relation to this Call-Off Contract;

21.2.4 total payments made by the Buyer in respect of the Deliverables; and

21.2.5 any outstanding amounts that the Supplier considers to be due to it or to the Buyer (as the case may be) and the basis upon which such outstanding amounts are calculated.

21.3 Within three (3) months of receipt by the Buyer of the Final Reconciliation Report, or where no Final Reconciliation Report is received from the Supplier at any time after the Final Reconciliation Report should have been received, the Buyer shall submit to the Supplier its assessment of the amount that it considers to be due to the Supplier or to the Buyer (as the case may be) and the basis upon which it is calculated (the **Buyer Final Account Balance**).

21.4 Subject to Paragraph 21.8 (Final Reconciliation Report), the amount due to the Supplier or the Buyer in respect of the Final Account shall be the amount stated in the Buyer's notice under this Paragraph.

21.5 In the absence of submission by the Buyer of a Buyer Final Account Balance by the time required by Paragraph 21.3 (Final Reconciliation Report), and subject to Paragraph 21.8 (Final Reconciliation Report), the amount due to the Supplier or the Buyer in respect of the Final Account shall be the Supplier Final Account Balance.

21.6 The due date for payment of the Buyer Final Account Balance or the Supplier Final Account Balance (as the case may be) is three (3) months after receipt of the Final Reconciliation Report. The final date for payment of such sum is the date which is three (3) months after the date on which an invoice for the Buyer Final Account Balance or the Supplier Final Account Balance (as the case may be) was submitted.

21.7 If the Buyer or the Supplier (as the case may be) intends to pay less than the Buyer Final Account Balance or the Supplier Final Account Balance (as the case may be), it may issue a notice no later than the date which is one (1) day before the final date for payment for such Buyer Final Account Balance or the Supplier Final Account Balance (as the case may be) stating the amount which it considers to be due on the date of such notice and the basis upon which it is calculated.

21.8 No sooner than six (6) Working Days after the due date, the Supplier (or the Buyer as the case may be) may submit an invoice for the Buyer Final Account Balance or the Supplier Final Account Balance (as the case may be).

21.9 Subject to the relevant provisions of this Call-Off Schedule, the Buyer or the Supplier (as the case may be) shall make payment of the Buyer Final Account Balance or the Supplier Final Account Balance (as the case may be) to the Supplier or to the Buyer (as the case may be) by the final date for payment.

21.10 Either party may refer a dispute as to the amount due to the Supplier or the Buyer (as the case may be) under this Paragraph 21 (Final Reconciliation Report) to the Dispute Resolution Procedure.

22 Changes to the Charges Relating to Investment Programme Affected Deliverables

22.1 Notwithstanding Clause 24.5 (Change in Law) of the Core Terms, the Supplier may submit an impact assessment seeking to review those parts of the Charges solely and directly relating to a change in the volume of Investment Programme Affected Deliverables to be Delivered to Buyer Premises which have been removed from the Investment Programme by the Buyer (an **Investment Programme Impact Assessment**). The Supplier shall include in any Investment Programme Impact Assessment the proposed amendments to those parts of the Charges solely and directly relating to a change in the volume of Investment Programme Affected Deliverables to be Delivered to Buyer Premises which have been removed from the

Investment Programme by the Buyer and a detailed justification for each proposed amendment together with sufficient information, data and evidence:

22.1.1 regarding the difference between the proposed increases in volume of Investment Programme Affected Deliverables to be Delivered to the relevant Buyer Premises identified in the relevant Investment Programme Impact Assessment and the related volumes contained in the relevant parts of the Pricing Matrix as at the Effective Date;

22.1.2 regarding the difference between the proposed change to the Charges included in the Pricing Matrix at the Effective Date;

22.1.3 regarding the methodology used by the Supplier to calculate the adjustment to each Buyer Premises and the relevant line and Section of the Pricing Model;

22.1.4 regarding the steps taken by the Supplier to mitigate the impact of any proposed adjustment;

22.1.5 demonstrating to the Buyer's satisfaction, that the changes or alterations to the Charges referred to in Paragraphs 22.1.1 and 22.1.2 solely and directly relate to a change in the volume of Investment Programme Affected Deliverables to be Delivered to Buyer Premises which have been removed from the Investment Programme by the Buyer and have not arisen otherwise;

22.1.6 the impact of the proposed change not leading to an increase in the Profit %; and

22.1.7 such other information, documents or data that the Buyer may reasonably request in response to the Investment Programme Impact Assessment.

22.2 The Buyer acknowledges and agrees that it shall either:

22.2.1 enter into negotiations with the Supplier regarding the Investment Programme Impact Assessment to assess and ensure the Supplier's Investment Programme Impact Assessment complies with Paragraphs 22.4 and/or 22.6; or

22.2.2 Approve the Investment Programme Impact Assessment; or

22.2.3 reject the Investment Programme Impact Assessment.

22.3 Notwithstanding any other provision in this Call-Off Contract, unless and until the Buyer approves an Investment Programme Impact Assessment or the Investment Programme Impact Assessment is agreed or determined pursuant to Paragraph 22.5, the rates applicable to the relevant Charges applying immediately prior to the date of submission of the relevant Investment Programme Impact Assessment shall remain in force with no amendment. The Supplier may:

22.3.1 resubmit an Investment Programme Impact Assessment; or

22.3.2 submit a new Investment Programme Impact Assessment,

provided that, in either circumstance, the Supplier fully and properly addresses (to the Buyer's satisfaction) those issues which caused the Buyer to reject the original Investment Programme Impact Assessment.

22.4 Subject always to Paragraph 22.2.1 above, where the Buyer enters into negotiations with the Supplier, the Buyer shall consider whether the:

22.4.1 Investment Programme Impact Assessment would (if implemented) alter the

economic balance of the Call-Off Contract in favour of the Supplier;

22.4.2 proposed changes to the Charges relate solely and directly to the Delivery of Investment Programme Affected Deliverables to Buyer Premises which have been removed from the relevant Investment Programme by the Buyer and not otherwise;

22.4.3 relevant Investment Programme Impact Assessment (if implemented) would lead to an increase in or improved Profit % for the Supplier; and

22.4.4 Supplier has provided sufficient and detailed information to the Buyer in its Investment Programme Impact Assessment in response to Paragraph 22.1 or in response to any subsequent request for further or additional information.

22.5 Where the Buyer enters into negotiations with the Supplier but the Parties do not reach full agreement on the Changes to the Charges set out in relevant Investment Programme Impact Assessment within three (3) months of the date on which the Supplier submits the relevant Investment Programme Impact Assessment to the Buyer, then the Buyer may (in its sole and absolute discretion) refer the relevant Investment Programme Impact Assessment to the Dispute Resolution Procedure to agree or determine the extent to which the relevant Investment Programme Impact Assessment (or relevant parts thereof) comply with the requirements and terms of this Paragraph 22.

22.6 The Supplier agrees that it is not entitled to an increase in the Charges (or any part thereof) pertaining to this Paragraph 22 or to any assessment which seeks increases in the Charges beyond those part or parts of the:

22.6.1 Target Price; and

22.6.2 Corporate Overhead (Fixed)

Charges solely and directly relating to a change in the volume of Investment Programme Affected Deliverables to be Delivered to Buyer Premises which have been removed from the relevant Investment Programme by the Buyer. The Supplier further acknowledges that it is not entitled to an increase in the Charges (or any part thereof) pursuant to this Paragraph 22 by increasing or seeking to increase the Unit Rate of the Investment Programme Affected Deliverables identified in the relevant Investment Programme Impact Assessment above the Unit Rate relating to such Investment Programme Affected Deliverables as at the date the Investment Programme Impact Assessment is submitted to the Buyer.

22.7 Subject to the terms of this Paragraph 22, where the Buyer agrees any increase to the Charges based on the relevant Investment Programme Impact Assessment, the Pricing Matrix shall be amended and updated with the increase to the Charges.

22.8 The Supplier acknowledges that the Buyer shall at any time (and without limitation to the number of times) be entitled to use its rights of Audit and Open Book Accounting to review any change or adjustment to the Charges arising from or attributable to any Investment Programme Impact Assessment as Approved by the Buyer or as negotiated and subsequently Approved by the Buyer or as agreed or determined pursuant to the Dispute Resolution Procedure. Where in the same or any subsequent Contract Year the matters, facts or circumstances referred to in the relevant Investment Programme Impact Assessment (or part thereof) have changed or altered (including, without limitation, ceasing to apply) such that the relevant matters, facts or circumstances would not or do not support the change, amendment or adjustment to the Charges (or part thereof) as Approved by the Buyer or as negotiated and subsequently Approved by the Buyer or as agreed or determined pursuant to the Dispute Resolution Procedure then the Buyer may, in its absolute discretion, require the Supplier to amend and update the Pricing Matrix and reduce the Charges payable by the Buyer under or in relation to this Call-Off Contract by an amount equal to the monetary value attributed to such matters, facts or circumstances in the relevant Investment Programme Impact

Assessment as Approved by the Buyer or as negotiated and subsequently Approved by the Buyer or as agreed or determined pursuant to the Dispute Resolution Procedure.

23 Systems Changes

23.1 Notwithstanding Clause 24.5 (Change in Law) of the Core Terms, the Supplier may submit an impact assessment (the **Systems Change Impact Assessment**) where a Systems Change is proposed during the Call-Off Contract Period and the cost impact of the Systems Change adversely affects or will adversely affect the Target Price such that the Supplier's Actual Costs have exceeded or will exceed the Target Price and such increase in the Supplier's Actual Costs cannot be mitigated under or in relation to Paragraph 5.4.1 of this Call-Off Schedule. The Supplier shall include in any Systems Change Impact Assessment the proposed amendments to the Charges and the Specification together with a detailed justification for each proposed amendment and sufficient information, data and evidence regarding:

23.1.1 the impact on the Charges solely and directly relating to the Systems Change and not otherwise;

23.1.2 the impact on the Specification or other part of the Call-Off Contract solely and directly relating to the Systems Change and not otherwise;

23.1.3 the steps to be taken by the Supplier arising under or in relation to a Systems Change including, without limitation, the precise impact on process directly affected by the relevant Systems Change

23.1.4 the time period for implementing the changes proposed pursuant to the Systems Change Impact Assessment;

23.1.5 the steps taken by the Supplier to mitigate the impact of any proposed Systems Change, without limitation, under or in relation to Paragraph 5.4.1 of this Call-Off Schedule;

23.1.6 the impact of the proposed Systems Change not leading to an increase in the Profit % or an increase in the Charges other than solely and directly as a result of the Systems Change and not otherwise; and

23.1.7 such other information as the Buyer may require.

23.2 The Buyer acknowledges and agrees that it shall develop its System Change Impact Assessment:

23.2.1 in a timely manner and without undue or unnecessary delay; and

23.2.2 on the basis of achieving the best value for money solution (including, without limitation, in respect of operational performance) for the Buyer within timescales agreed with the Buyer.

23.3 The Buyer acknowledges and agrees that it shall either:

23.3.1 enter into negotiations with the Supplier regarding the relevant parts of the relevant Systems Change Impact Assessment; or

23.3.2 agree in writing the relevant part or parts of the relevant Systems Change Impact Assessment; or

23.3.3 reject the relevant Systems Change Impact Assessment.

23.4 Where the Buyer rejects a Systems Change Impact Assessment, the Charges applying immediately prior to the date of submission of the relevant Systems Change Impact Assessment shall remain in force with no amendment.

23.5 Where the Buyer enters into negotiations with the Supplier but the Parties do not reach full agreement on the changes to the Charges or the Call-Off Contract set out in the

relevant Systems Change Impact Assessment within two (2) months of the date on which the Supplier submits the relevant Systems Change Impact Assessment to the Buyer, then the Buyer may (in its sole and absolute discretion) refer the relevant Systems Change Impact Assessment to the Dispute Resolution Procedure to agree or determine the extent to which the relevant Systems Change Impact Assessment (or relevant parts thereof) complies with the requirements of this Paragraph 23.

23.6 Subject always to Paragraphs 23.1.6, 23.2.2 and 23.6.5, where the Buyer enters into negotiations with the Supplier, the Buyer shall consider whether the:

23.6.1 Systems Change Impact Assessment would (if implemented) alter the economic balance of the Call-Off Contract in favour of the Supplier;

23.6.2 changes to the Charges proposed by the Supplier are limited to such changes solely and directly relating to the Systems Change and not otherwise;

23.6.3 changes to the Specification proposed by the Supplier are limited to such changes solely and directly relating to the Systems Change and not otherwise;

23.6.4 the relevant Systems Change Impact Assessment (if implemented) would lead to an increase in or improved Profit % for the Supplier; and

23.6.5 Supplier has provided sufficient and detailed information to the Buyer in its response to Paragraph 23.1 or in response to any request for further or additional information.

23.7 The Supplier acknowledges and agrees that it shall not be entitled to any increase in the Charges (or part thereof) pertaining to this Paragraph 23 or to any assessment where the Buyer assesses that the Systems Change Impact Assessment (in whole or in part) does not comply with one or more of the requirements referred to in Paragraph 23.5.

23.8 Subject to the terms of this Paragraph 23, where the Buyer agrees any increase to the relevant Charges based on the relevant Systems Change Impact Assessment, the Pricing Matrix shall be amended and updated with the increase to the Charges.

23.9 The Supplier acknowledges that the Buyer shall at any time (and without limitation to the number of times) be entitled to use its rights of Audit and Open Book Accounting to review any change or adjustment to the Charges arising from or attributable to any Systems Change Impact Assessment as Approved by the Buyer or as negotiated and subsequently Approved by the Buyer or as determined pursuant to the Dispute Resolution Procedure. Where in the same or any subsequent Contract Year the matters, facts or circumstances referred to in the relevant Systems Change Impact Assessment (or part thereof) have changed or altered (including, without limitation, ceasing to apply) such that the relevant matters, facts or circumstances would not or do not support the change or adjustment to the Charges (or part thereof) as Approved by the Buyer or as negotiated and subsequently Approved by the Buyer or as determined pursuant to the Dispute Resolution Procedure then the Buyer may, in its absolute discretion, require the Supplier to amend and update the Pricing Matrix and reduce the Charges payable by the Buyer under or in relation to this Call-Off Contract by an amount equal to the monetary value attributed to such matters, facts or circumstances in the relevant Systems Change Impact Assessment as Approved by the Buyer or as negotiated and subsequently Approved by the Buyer or as determined pursuant to Paragraph 23.4 of this Call-Off Schedule.

Call-Off Schedule 6: ICT Services (V3)

1 Definitions

In this Call-Off Schedule 6 (ICT Services), the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Artificial Intelligence" or "AI"	means any technology, software hardware, machine or system, or combination of foregoing, that; (a) is designed to act rationally, or think or act like a human, including cognitive architectures and neutral networks; (b) is designed to undertake, replicate, or approximate a cognitive task; (c) performs tasks requiring human-like perception, intelligence, or cognition; (d) generates outputs under varying and unpredictable circumstances without significant human oversight; and/or (e) has the capacity to learn, adapt, change, improve, and/or develop when exposed to new stimuli, information and/or data including without limitation artificial intelligence, machine learning, speech and natural language processing, robotics, and autonomous systems;
"Buyer Software"	means any Software which is owned by or licensed to the Buyer (excluding any Software licensed by the Supplier to the Buyer under this Agreement) and which is or will be used by the Supplier for the purposes of providing the Deliverables;
"Buyer System"	means any ICT which: (a) is owned or managed by, licensed or leased to, or otherwise provided for the use of the Buyer; and (b) is directly or indirectly relevant to the provision of the Deliverables by the Supplier or the receipt of the Deliverables by the Buyer; but excluding: (i) the Incumbent Supplier System; (ii) the Integrator System; and (iii) the Supplier System.
"Commercial off the shelf Software"	means any Software products that are packaged solutions which are then adapted to satisfy the needs of the purchasing organization, rather than the commissioning of custom-made, or bespoke, solutions, and references to **"COTS Software"** will have the same meaning;

"Defect"	means any of the following, regardless of when it is identified and whether or not it prevents the relevant Deliverables from passing any Test required under this Call-Off Contract: (a) any error, damage or defect in a Deliverable; (b) any error, damage, defect, or failure of code within the Software; (c) anything which causes a Deliverables to malfunction or to produce unintelligible or incorrect results; (d) any failure of any Deliverables to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times); or (e) any failure of any Deliverables to operate in conjunction with or interface with any other Deliverables or the ICT Environment or any other relevant component in order to provide the performance, features and functionality specified in this Call-Off Contract.
"Emergency ICT Maintenance"	means urgent ICT Maintenance undertaken otherwise than in accordance with the Approved ICT Maintenance Schedule
"Hardware"	means any physical device, machinery, or component, used to access, store, retrieve, manipulate, transmit, receive, process, or understand data or information, including (without limitation) servers, computers, laptops, tablets, smartphones, network devices (including routers, switches and firewalls), storage devices (including hard drives and SSDs), peripherals (including monitors, keyboards, mice, microphones, speakers, and cameras), power supplies, backup and protection systems, and all other related electronic, electrical, and mechanical components;
"ICT Deliverables"	means the Deliverables to the extent that they involve or relate to any ICT;
"ICT Environment"	all of the ICT which is or could be relevant to the Supplier's delivery of the Deliverables, including: (a) the Incumbent Supplier System;

	(b) the Buyer System; (c) the Integrator System; (d) the Supplier System; and (e) any relevant third party system(s);
"ICT Maintenance"	means the actions taken to keep the ICT Environment operating efficiently in the Operating Environment and to prevent, predict, and manage any faults, errors, Defects, Malware or risks, including (without limitation) the provisions of updates, the installation of New Releases, patches, bug fixes, security enhancements, the replacement or repair of Hardware, technical support and troubleshooting, and other measures to ensure the continued operation, functionality, performance, and security of the same;
"ICT Maintenance Schedule"	means the rolling schedule of planned ICT Maintenance which shall be created and maintained by the Supplier in accordance with Paragraph 8 of this Call-Off Schedule 6 (ICT Services) and approved by the Buyer from time to time.
"Information and Communication Technology"	means: (a) Software; (b) Hardware; (c) AI; and (d) any other technology relating to information and/or communication, including anything used to access, store, retrieve, manipulate, transmit, receive, process, or understand data or information, including (without limitation) business and/or telecommunications systems, the internet, electronic mail, electronic data interchange, digital and cloud-based services, databases, networks, and any other similar or related technology, and references to **"ICT"** will have the same meaning;
"Information Security Questionnaire"	means the Buyer's set of questions used on an ongoing basis to audit and assure the Supplier's compliance with the Buyer's security requirements;
"Incumbent Supplier System"	means any ICT which is owned or managed by, licensed or leased to or via, or otherwise specified or provided by the Incumbent Supplier in relation to the services, including specifically the Incumbent Supplier's CAFM;
"Integrator System"	means the integrator system including integrator software;

"Licensed Software"	means all and any Software licensed by or through the Supplier, its Subcontractors or any third party to the Buyer for the purposes of or pursuant to this Call-Off Contract;
"Malware"	means any thing or device (including any ICT, malware, code, file, programme, worm, Trojan horse, or virus) which may: (a) prevent, impair, or affect the performance, functionality, reliability or security of; (b) gain or facilitate unauthorised access to; (c) prevent, impair or affect authorised access to; (d) adversely affect the user experience of; and/or (e) lose, erase, damage, delete, destroy, hinder, create, assimilate, publish, re-arrange, alter, or otherwise adversely affect; any ICT, data, or information in whole or in part;
"New Release"	means, in relation to an ICT product, a new release produced primarily to extend, alter or improve the relevant ICT by providing improved or additional functionality, capabilities, or performance and/or correct Defects while still retaining the original designated purpose of the product;
"Non-COTS Software"	means any Software which is not COTS Software, and references to **"Non-COTS"** shall have the same meaning;
"Object Code"	means a version of any Software which is in executable, binary, and/or machine-readable form;
"Open Source Software"	means Software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge, including under recognised open-source licences such as the GNU General Public License, MIT License, and similar licensing models that conform to the Open Source Definition published from time to time by the Open Source Initiative currently available at **https://opensource.org/osd/;**

"Operating Environment"	means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: (a) the Deliverables are (or are to be) provided; (b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; and/or (c) where any part of the Supplier System is situated, and references to "**Operational Environment**" shall be construed accordingly;
"Permitted ICT Maintenance"	means planned ICT Maintenance undertaken in accordance with the Approved ICT Maintenance Schedule.
"Quality Plans"	has the meaning given to it in Paragraph 6.1 of this Call-Off Schedule 6 (ICT Services);
"Software Supporting Materials"	means, in relation to Software, all other information, resources, materials, and tools that aid in the understanding, usage, maintenance, support, or operation of the Software, including: (a) manuals, installation guides, FAQs, troubleshooting guides, training materials, and help systems; (b) documents relating to the design and architecture of the Software; and (c) release notes, test documentation (including any strategies, specifications, success criteria, procedures, plans, instructions, reports, scripts, test data, and descriptions of test issues), defect records, build instructions, and operating instructions;
"Software"	means any of the following, including all parts, components, versions, and iterations thereof: (a) computer programs, applications, source code (including code comments), algorithms, and/or sets of instructions relating to the operation of a computer or other device; (b) all embodiments of the foregoing in any format including any Source Code, Object Code, functions, scripts, libraries, executables, binaries, configurations, customisations, transformations, patches, upgrades, versions, integrations, releases, interfaces and APIs; and (c) all Software Supporting Materials, data, databases, files, documents, and information required for the correct operation of the foregoing;
"Source Code"	means a version of any Software which is in human-readable form;

"Specially Written Software"	means any Software created by the Supplier (or by a Subcontractor or other third party on behalf of the Supplier) for the purposes of this Call-Off Contract, including any modifications or enhancements to COTS Software;

2 When this Schedule should be used

This Call-Off Schedule 6 (ICT Services) is designed to provide additional provisions necessary to facilitate the provision of ICT Deliverables which are part of the Service.

3 Buyer due diligence requirements

3.1 The Supplier shall make its own enquiries to satisfy itself of the accuracy and adequacy of all relevant details, information and documents that the Supplier considers necessary or relevant to ensure the performance of its obligations under this Agreement including but not limited to, details relating to the following;

3.1.1 the Buyer's requirements;

3.1.2 the Due Diligence Information;

3.1.3 any actions or items the Supplier requires the Buyer to perform, complete or provide;

3.1.4 the capabilities, functionality, and performance of the existing and (to the extent that it is defined or reasonably foreseeable at the Mobilisation Start Date) future ICT Environment;

3.1.5 the scope, complexity and deliverability of the work required to complete Mobilisation in accordance with the Mobilisation Plan, and the resources required to reliably do so;

3.1.6 the suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Mobilisation Start Date) future Operating Environment;

3.1.7 the operating processes and procedures and the working methods of the Buyer;

3.1.8 the ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and

3.1.9 the existing contracts (including any licences, support, maintenance and other contracts relating to the ICT Environment and/or the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.

3.2 The Supplier confirms that it has advised the Buyer in writing of:

3.2.1 each aspect, if any, of the ICT Environment and the Operating Environment that is not suitable for the provision of the ICT Deliverables;

3.2.2 the actions needed to remedy each such unsuitable aspect; and

3.2.3 a timetable for and the costs of those actions.

4 **Warranties: Software and ICT Deliverables**

4.1 The Supplier represents and warrants that:

4.1.1 it has and shall continue to have all necessary rights in and to the Supplier System made available by the Supplier (and/or any Subcontractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Service by the Buyer;

4.1.2 the Supplier System (including all components of the same, and any upgrades, updates and New Releases, and any Specially Written Software) used by or on behalf of the Supplier shall:

4.1.2.1. not infringe any IPR owned by any third party;

4.1.2.2. have all the necessary features, functionality, capabilities and qualities, and be fit for the purpose of meeting the Buyer's requirements;

4.1.2.3. be fully tested and subject to appropriate quality assurance processes, and free from Defects and/or material design and programming errors;

4.1.2.4. perform in all material respects in accordance with the relevant requirements and the Specification, including those contained in Call-Off Schedule 14 (Key Performance Indicators), and the Call-Off Contract;

4.1.2.5. be and remain compliant with the interface requirements of the Buyer, such that the Software can exchange data with the Buyer System, the Integrator System, and any other systems as required over the Call-Off Contract Period;

4.1.2.6. be and remain currently supported versions, updated as required before the expiry of any support and maintenance periods;

4.1.2.7. be and remain fully compatible with the ICT Environment and the Operating Environment during the Call-Off Contract Period (and the Supplier acknowledges that the ICT Environment is likely to change during Mobilisation Period and Service Period e.g. in order for all components of the same to remain within current support);

4.1.2.8. be subject to appropriate regression testing following any updates made during the Call-Off Contract Period; and

4.1.2.9. be and remain secure and free from Malware, tested regularly, and updated as necessary to remain compatible with the Buyer's security requirements and any emerging security threats over the Call-Off Contract Period.

4.1.3 All components of any Specially Written Software shall:

4.1.3.1. be free from material design and programming errors;

4.1.3.2. perform in all material respects in accordance with the relevant specifications contained in Call-Off Schedule 14 (Key Performance Indicators), Call-Off Schedule 20 (Specification) Annex G & H, and the Call-Off Contract;

4.1.3.3. not infringe any IPR; and

4.1.3.4. comply with the Buyer's security requirements and any code development practices or other requirement specified by the Buyer in the Specification.

5 **Provision of ICT Deliverables**

5.1 The Supplier shall:

5.1.1 ensure that the Supplier System complies with the interface requirements of the Buyer

5.1.2 ensure that the Buyer is given as much notice as possible of any material changes to the Supplier System, including:

5.1.2.1. at least six (6) Months' notice of the introduction of any new Software; and

5.1.2.2. at least three (3) Months' notice of an upgrade of any Software involving material change of functionality.

but this obligation shall not delay the Supplier's performance of its obligations to respond to Malware (for example, by applying emergency security patches with no or minimal notice to the Buyer, as necessary) and other emergencies;

5.1.3 ensure that all Software components of the Supplier System are currently supported versions of that Software and performs in all material respects in accordance with the relevant specification;

5.1.4 ensure that the Supplier System remains free of all encumbrances;

5.1.5 ensure that the Deliverables are and remain fully compatible with the ICT Environment;

5.1.6 minimise any disruption to the Deliverables, the ICT Environment, and the Buyer's operations when providing the Deliverables; and

5.1.7 promptly on request by the Buyer execute all such assignments and licences as are required to ensure that any rights referred to in this Call-Off Schedule are properly transferred to the Buyer, including any confirmatory assignments or licences that the Buyer may request.

6 **Standards and Quality Requirements**

6.1 The Supplier shall develop, within twenty (20) Working Days of the Mobilisation Start Date, quality plans that ensure that all aspects of the Service are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**")**.**

6.2 The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its ongoing responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.

6.3 Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.

6.4 The Supplier shall ensure that the Supplier Staff shall at all times during the Call-Off Contract Period:

6.4.1 be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;

6.4.2 apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and

6.4.3 obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

7 ICT Audit

7.1 The Supplier shall allow any auditor access to the Supplier premises to:

7.1.1 inspect the Supplier System, the ICT Environment, the Operational Environment, and the wider service delivery environment (or any part of them);

7.1.2 review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing; and

7.1.3 review the Supplier's quality management systems including all relevant Quality Plans.

7.2 The Supplier shall (and shall procure that any Subcontractor (as applicable) shall) complete the Information Security Questionnaire in the format stipulated by the Buyer (the "**Information Security Questionnaire**") at least annually or at the request by the Buyer. The Supplier shall provide the completed Information Security Questionnaire to the Buyer within one (1) calendar Month from the date of request.

7.3 The Supplier shall promptly remedy any Defects, risks or issues identified in its Information Security Questionnaire, any Buyer response to the same, or which are otherwise notified to the Supplier by the Buyer.

7.4 The Supplier shall promptly provide any assistance, information or evidence requested by the Buyer to ensure its ongoing compliance with the Buyer's security requirements. The Supplier acknowledges that the Buyer's security requirements are likely to be updated during the Call-Off Contract Period to reflect new and emerging threats.

8 ICT Maintenance

8.1 The Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**ICT Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.

8.2 Once the ICT Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as " **Permitted ICT Maintenance**") in accordance with the ICT Maintenance Schedule.

8.3 Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency ICT Maintenance.

8.4 The Supplier shall carry out any necessary ICT Maintenance (whether Permitted ICT Maintenance or Emergency ICT Maintenance) where it reasonably suspects that the ICT Environment and/or the Deliverables or any part thereof has or may have developed a fault. Any such ICT Maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment, the Buyer's operations, and the provision of the Deliverables.

9 Intellectual Property Rights in ICT

9.1 Assignments granted by the Supplier: New IPRs and Specially Written Software

9.1.1 The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall

procure assignment to the Buyer), title to and all rights and interest in the New

IPRs and the Specially Written Software together with and including its Source Code and the Software Supporting Materials.

9.1.2 The Supplier shall:

9.1.2.1. inform the Buyer in writing of the details of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software, or which are intended to function by reference to or in conjunction with any Software and/or any Existing IPRs;

9.1.2.2. deliver to the Buyer all embodiments of the Specially Written Software and the New IPRs, including both Source Code and Object Code forms and all related Software Supporting Materials within seven (7) days of completion or, if a relevant Milestone Deliverable has been identified in a Mobilisation Plan, Achievement of that Milestone Deliverable and shall provide updates of them promptly following each New Release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and

9.1.2.3. without prejudice to Paragraph 9.1.2.2, provide full details to the Buyer of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded in or which are an integral part of or otherwise necessary for the full enjoyment of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license, adapt, and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.

9.2 Licences for Non-COTS IPR from the Supplier and third parties to the Buyer

9.2.1 Unless the Buyer gives its Approval, the Supplier must use COTS Software and must not use or include within the Supplier System any Software that is not COTS Software.

9.2.2 Where the Buyer Approves the use of Non-COTS Software which is owned by the Supplier, the Supplier shall grant to the Buyer a perpetual, royalty-free and non-exclusive licence to use, adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call-Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Deliverables to a Replacement Supplier.

9.2.3 Where the Buyer Approves the use of Non-COTS that is owned by a Third Party, the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:

9.2.3.1. notify the Buyer in writing giving details of what licence terms can be obtained and whether there is alternative Software which the Supplier could seek to use; and

9.2.3.2. only use such Non-COTS Software as referred to at Paragraph 9.2.3.1 if the Buyer Approves the terms of the licence from the relevant Third Party.

9.2.4 Where the Supplier is unable to provide a license to the Supplier's Non-COTS Software in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.

9.2.5 The Supplier may terminate a licence granted under Paragraph 9.2.2 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.

9.3 Licenses for COTS Software by the Supplier and third parties to the Buyer

9.3.1 On request by the Buyer, the Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such Software is usually made commercially available.

9.3.2 Where the Supplier owns the COTS Software it shall make available the COTS Software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such Software is usually made commercially available.

9.3.3 Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such Software is usually made commercially available.

9.3.4 The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software component of the Supplier System which in the next thirty-six (36) months:

9.3.4.1. will no longer be maintained or supported by the developer; or

9.3.4.2. will no longer be made commercially available

9.4 Buyer's right to assign/novate licences

9.4.1 The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to Paragraph 9.2 (to:

9.4.1.1. a Central Government Body; or

9.4.1.2. to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.

9.4.2 If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in Paragraph 9.2.

9.5 Licence granted by the Buyer

9.5.1 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call-Off Contract Period to use the Buyer System, the New IPRs, and the Specially Written Software solely to the extent necessary for providing the Deliverables in accordance with this Contract, including the right to grant sub-licences to Subcontractors provided that any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (What you must keep confidential) of the Core Terms.

9.5.2 The Buyer will provide reasonable assistance to the Supplier to obtain any necessary licences and consents from the Incumbent Supplier, the Integrator, and any third party, to the extent necessary for providing the Deliverables in accordance with this Contract.

9.6 Open Source Publication

9.6.1 Unless the Buyer otherwise agrees in advance in writing (and subject to Paragraph 9.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is suitable for publication by the Buyer as Open Source Software and the Buyer may, at its sole discretion, publish the same as Open Source Software.

9.6.2 The Supplier hereby warrants that the Specially Written Software and the New IPR (to the extent it is Software):

9.6.2.1. are suitable for release as Open Source Software and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by the Buyer will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Buyer System;

9.6.2.2. have been developed using reasonable endeavours to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them;

9.6.2.3. do not contain any material which would bring the Buyer into disrepute;

9.6.2.4. can be published as Open Source Software without breaching the rights of any third party;

9.6.2.5. will be supplied in a format suitable for publication as Open Source Software ("**the Open Source Publication Material**") no later than the date notified by the Buyer to the Supplier; and

9.6.2.6. do not contain any Malware.

9.6.3 Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source Software format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source Software), the Supplier shall:

9.6.3.1. as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source Software publication; and

9.6.3.2. include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer's ability to publish such other items or Deliverables as Open Source Software.

9.7 Malware

9.7.1 The Supplier shall, throughout the Call-Off Contract Period, use the latest versions of antivirus definitions and software available from an industry accepted anti-virus software vendor to prevent the introduction of, check for, contain the

spread of, remove, mitigate or eliminate the risk of, and minimise the impact of Malware in the Supplier System and the ICT Environment.

9.7.2 If any Malware is found or suspected, the Parties shall promptly co-operate to mitigate or eliminate it, particularly if there is any risk of loss of operational efficiency or loss or corruption of Government Data. The Parties will assist each other to mitigate any losses and to restore the provision of the affected Software, Deliverables or other systems to their desired operating efficiency.

9.7.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Paragraph 9.7.2 shall be borne by the Parties as follows:

9.7.3.1. by the Supplier, where the Malware originates from the Supplier System, any 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 Malware was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and/or

9.7.3.2. by the Buyer, if the Malware originates from the Buyer System, the Incumbent Supplier System, the Integrator System, or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

10 Artificial Intelligence

10.1 The Supplier will not use or access (whether directly or indirectly) any AI in the Supplier System or otherwise in the course of performing its obligations under this Agreement, unless and until all of the following conditions are met (and the Supplier will promptly cease using any AI if any of the conditions cease to be met thereafter):

10.1.1 The Supplier will notify the Buyer in writing of any AI components which it proposes to use (whether such use is direct or indirect), providing sufficient detail for the Buyer to understand the identity and nature of the proposed AI, its intended purpose, and the potential risks and opportunities.

10.1.2 The Supplier will co-operate with the Buyer and provide all information necessary for the Buyer to understand all relevant details of the AI, including (without limitation) its methods and modes of operation, any rules or guardrails restricting its use, any vulnerabilities, how and by whom it was developed, its ownership and the terms of any relevant licences, any relevant support and maintenance arrangements, anything relevant to the assessment of whether the AI is capable of meeting the Buyer's security requirements, and any other details requested by the Buyer;

10.1.3 The Supplier will co-operate with the Buyer to agree appropriate test and quality assurance procedures, to ensure that the proposed AI is suitable for live use, and shall test the AI as agreed and supply full details of the test results to the Buyer before it is used or accessed for the provision of any Deliverables under this Agreement;

10.1.4 The Supplier shall not use or access (whether directly or indirectly) any AI in the delivery of its obligations under this Agreement until it has obtained the written approval of the Buyer, which the Buyer may withhold in its sole discretion without giving any reasons, or make subject to any conditions that the Buyer deems fit;

10.1.5 Where the Buyer has given written approval for the Supplier to use and/or access AI, the Supplier shall remain responsible for ensuring the proper operation of the AI and shall promptly notify the Buyer of any Defect, problem, unexpected outcome, or risk arising from the same;

10.1.6 The Supplier will promptly report to the Buyer whenever the operation of the AI contravenes or risks contravening the AI Principles. The Supplier will adopt a transparency-first, disclose-by-default approach, and will make such reports whenever there is any possibility that a contravention of the AI Principles could be argued to have occurred by a critical third party, including where the Supplier itself does not consider that such a contravention has occurred;

10.1.7 The Buyer's approval for the Supplier's use of AI shall not operate to transfer any risk to the Buyer and the Supplier shall remain solely responsible for its performance of its obligations under this Agreement, including any performance which is completed by or in conjunction with any AI; and

10.1.8 The Buyer may withdraw its written approval at any time by giving written notice to the Supplier, and on receipt of such notice the Supplier shall cease using and/or accessing the AI as soon as reasonably practicable, and shall confirm the same in writing to the Buyer. The Supplier shall promptly provide any further evidence of the cessation of use and/or access that the Buyer may request.

10.2 The Supplier shall adhere to the following principles in relation to any authorised use of AI (**AI Principles**):

10.2.1 **Fully Explainable.** Any outputs from Supplier's use of AI technology should be fully explainable for governance purposes and that accountability for the accuracy and fairness of the system can be maintained throughout its use.

10.2.2 **Mandatory Safeguards.** Where there is a potential risk of harm or discrimination to service users, existing safeguards to prevent negative consequences should be updated with new safeguards to mitigate this.

10.2.3 **Continuous Evaluation.** Suppliers will regularly test, learn, adapt, monitor and evaluate their approach and application of these technologies to check they continue to meet both the business requirement and user needs.

10.2.4 **Data Protection**. The Supplier will safeguard the privacy of the individual in their use of AI in line with data protection rules. The Buyer may agree to share data with approved third parties acting on our behalf but this data will not be used outside of the agreed purpose by those partners for their own gain.

10.2.5 **Ethical, Informed & Transparent**. Suppliers will underpin all deployment decisions taken on AI using a clear governance and decision framework to ensure its development is ethical, informed and transparent. This includes being informed and supported by consultation with independent bodies, academic experts and research.

10.2.6 **Human Oversight of Decision Making.** Suppliers will not automatically determine or deny access to services using Artificial Intelligence. A final decision will always involve a human agent.

11 Supplier Furnished Terms

11.1 In the event of any conflict or inconsistency between any Supplier Furnished Terms (in Call-Off Schedule 24 (Supplier Furnished Terms)) and any terms of this Call-Off Contract and/or this Call-Off Schedule 6 (ICT Services), the terms of the Call-Off Contract and this Call-Off Schedule 6 (ICT Services) shall take precedence and the conflicting or inconsistent terms of the Supplier Furnished Terms shall not apply.

11.2 Software Licence Terms

11.2.1 Terms for licensing of third party Non-COTS Software in accordance with Paragraph 9.2.3 are detailed in Call-Off Schedule 24 (Supplier Furnished

Terms).

11.2.2 Terms for licensing of COTS Software in accordance with Paragraph 9.3 are detailed in Call-Off Schedule 24 (Supplier Furnished Terms).

11.3 Software as a Service Terms

11.3.1 Additional terms for provision of a Software as a Service solution are detailed in Call-Off Schedule 24 (Supplier Furnished Terms).

11.4 Software Support and/or Maintenance Terms

11.4.1 Additional terms for provision of Software Support and/or Maintenance Deliverables are detailed in Call-Off Schedule 24 (Supplier Furnished Terms).

Call-Off Schedule 7 (Key Supplier Staff) (V2)

1 Annex 1 to this Call-Off Schedule 7 (Key Supplier Staff) lists the Key Roles and names of the persons who the Supplier shall appoint to fill those Key Roles at the Call-Off Contract Start Date.

2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Call-Off Contract Period.

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 Supplier Staff.

4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Supplier Staff including when complying with Call-Off Schedule 10 (Exit Management) unless:

4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);

4.2 the person concerned resigns, retires or dies or is on parental or long-term sick leave; or

4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee; or

4.4 the Supplier obtains the Buyer's prior written consent (such consent not to be unreasonably withheld or delayed)

5 The Supplier shall:

5.1 notify the Buyer promptly of the absence of any Key Supplier 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);

5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;

5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Supplier Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Supplier Staff's employment contract, this will mean at least sixty (60) Working Days;

5.4 ensure that all arrangements for planned changes in outgoing Key Supplier 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 Delivery of the Deliverables;

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 Supplier Staff whom he or she has replaced; and

5.6 provide the Buyer with details of the relevant qualifications and experience of replacement Key Supplier Staff appropriate to the relevant Key Role to enable the Buyer to satisfy itself that such persons are suitably qualified and experienced.

Annex 1

List of Key Roles and Key Supplier Staff Appointed

Key Role[1]	Name of Key Supplier Staff	Responsibilities and authorities	Phase of Call-Off Contract during which they will be a member of the Key Supplier Staff	Minimum period in Key Role
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

[1] Certain Key Roles should only be fulfilled by a direct employee of the Supplier (including, without limitation, the Supplier Authorised Representative). Prior to Contract Signature, the Buyer will confirm which roles must be fulfilled by a direct employee.

Call-Off Schedule 8 (Business Continuity and Disaster Recovery) (V3)

1 Definitions

1.1 In this Call-Off Schedule 8 (Business Continuity and Disaster Recovery), the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"BCDR Plan"	has the meaning given to it in Paragraph 2.2 of this Call-Off Schedule 8 (Business Continuity and Disaster Recovery);
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.3.2 of this Call-Off Schedule 8 (Business Continuity and Disaster Recovery);
"Disaster"	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);
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.3.3 of this Call-Off Schedule 8 (Business Continuity and Disaster Recovery);
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Related Supplier"	any person who provides goods, services or works to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Call-Off Schedule 8 (Business Continuity and Disaster Recovery);
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Call-Off Schedule 8 (Business Continuity and Disaster Recovery);

1.2 This Schedule sets out the Buyer's requirements for ensuring continuity of the business processes and operations supported by the Deliverables in circumstances of disruption or failure of any element of the Deliverables and for restoring the Deliverables through business continuity and as necessary Disaster recovery procedures. It also includes the requirement on the Supplier to develop, review, test, change and maintain a BCDR Plan in respect of the Deliverables.

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

2.2 At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written 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 the matter shall be treated as a dispute under the terms of this Call-Off Contract.

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;

(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, works 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 Call-Off 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 Measures and applicable Target Performance, 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 Call-Off 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 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 Measures and applicable Target Performance with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Measures and applicable Target Performance 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 Disaster Recovery Plan shall only be invoked in accordance with Paragraph 8 (Invoking the BCDR Plan).

5.3 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:

5.3.1 loss of access to the Buyer Premises;

5.3.2 loss of utilities to the Buyer Premises;

5.3.3 loss of the Supplier's helpdesk, Software or CAFM system;

5.3.4 loss of a Subcontractor;

5.3.5 emergency notification and escalation process;

5.3.6 a formal communications process with the Buyer's press office for coordinated public releases following the occurrence of a Disaster.

5.3.7 contact lists;

5.3.8 staff training and awareness;

5.3.9 BCDR Plan testing;

5.3.10 post implementation review process;

5.3.11 any applicable Performance Measures and applicable Target Performance with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Measures and applicable Target Performance in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;

5.3.12 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;

5.3.13 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Call-Off Schedule 8 (Business Continuity and Disaster Recovery); and

5.3.14 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 in any event not less than once in every Contract Year;

6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 8; 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 Call-Off Schedule 8 (Business Continuity and Disaster Recovery) 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 the Supplier's Proposals. If the Parties are unable to agree the Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then the matter shall be treated as a dispute under the terms of this Call-Off Contract.

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 twelve (12) month period;

7.1.2 in the event of any major reconfiguration of the Deliverables; and

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.

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 any relief under Clause 20 (Circumstances beyond your control) of the Core Terms where the Supplier has failed to comply with its obligations under this Call-Off Schedule 8 (Business Continuity and Disaster Recovery).

10 Optional Clauses

10.1 The Call-Off Contract is a Silver Contract and the terms at Annex 1 shall apply in addition to the other terms of this Call-Off Schedule 8 (Business Continuity and Disaster Recovery).

Annex 1: Provisions for Silver Contracts

1 Definitions

1.1 In this Annex 1, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions) and Paragraph 1.1 of this Call-Off Schedule 8 (Business Continuity and Disaster Recovery):

"Accounting Reference Date"	means the last day of the Supplier's financial year;
"Annual Revenue"	means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the Supplier or, as appropriate, the Supplier Group in its most recent published accounts, subject to the following methodology: (a) figures for accounting periods of other than twelve (12) months should be scaled pro rata to produce a proforma figure for a twelve (12) month period; and (b) where the Supplier, the Supplier Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to British Pound Sterling at the closing exchange rate on the Accounting Reference Date;
"Associates"	means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;
"Assurance"	means formal acceptance of the Supplier's CRP by the Relevant Authority or Relevant Authorities pursuant to Paragraph 2.4, Part B of Annex 1;
"Class 1 Transaction"	has the meaning set out in the listing rules issued by the UK Listing Authority;
"Control"	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;
"Corporate Change Event"	means: (a) any change of Control of the Supplier or a Parent Undertaking of the Supplier; (b) any change of Control of any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Deliverables;

	(c)	any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Deliverables;
	(d)	a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier whose shares are listed on the main market of the London Stock Exchange plc;
	(e)	an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Supplier or any Parent Undertaking of the Supplier;
	(f)	payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding 25% of the Net Asset Value of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any twelve (12) month period;
	(g)	an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group;
	(h)	any member of the Supplier Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of the Supplier Group;
	(i)	the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Supplier Group; and/or
	(j)	any process or events with an effect analogous to those in Paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales;
"Critical National Infrastructure"	means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in:	

	major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social impacts; and/or significant impact on the national security, national defence, or the functioning of the UK;, and references to **"CNI"** or **"Critical Security Infrastructure"** shall have the same meaning;
"Critical Service Contract"	a service contract which the Buyer has categorised as a Silver Contract or which the Buyer otherwise considers should be classed as a Critical Service Contract;
"CRP Information"	means, together, the: (a) Group Structure Information and Resolution Commentary; and (b) UK Public Sector and CNI Contract Information;
"Dependent Parent Undertaking"	means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into the Contract, including for the avoidance of doubt the provision of the Deliverables in accordance with the terms of the Contract;
"Group Structure Information and Resolution Commentary"	means the information relating to the Supplier Group to be provided by the Supplier in accordance with Appendix 1 to Part B of Annex 1;
"Net Asset Value"	means the value of an entity's assets minus the value of its liabilities;
"Parent Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
"Public Sector Dependent Supplier"	means a supplier where that supplier, or that supplier's group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business;
"Relevant Authority" or "Relevant Authorities"	means the Buyer and the Cabinet Office Markets and Suppliers Team;
"Strategic Supplier"	means a supplier who is part of the Cabinet Office Markets and Suppliers Team Crown Representative programme;
"Subsidiary Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;

"Supplier Group"	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
"UK Public Sector Business"	means any goods, service or works provision to UK public sector bodies, including any Central Government Body and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations; and
"UK Public Sector / CNI Contract Information"	means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 3 to 5 and Appendix 2 of Part B of Annex 1;

Part A: Insolvency Continuity Plan

1 Service Continuity Plan: Section 4 – Insolvency Continuity Plan

1.1 In addition to the sections detailed in Paragraph 2.3 of this Call-Off Schedule 8 (Business Continuity and Disaster Recovery), the BCDR plan shall have a Section 4 which shall relate to an Insolvency Event of the Supplier, and Subcontractor and/or any Supplier Group member (the "**Insolvency Continuity Plan**").

1.2 The Insolvency Continuity Plan shall be designed by the Supplier to permit continuity of the business operations of the Buyer supported by the Deliverables through continued provision of the Deliverables following an Insolvency Event of the Supplier, any Subcontractor and/or any Supplier Group member with, as far as reasonably possible, minimal adverse impact.

1.3 The Insolvency Continuity Plan shall include the following:

1.3.1 communication strategies which are designed to minimise the potential disruption to the provision of the Deliverables, including key contact details in respect of the supply chain and key contact details for operational and contract Supplier Staff, Subcontractor personnel and Supplier Group member personnel;

1.3.2 identification, explanation, assessment and an impact analysis of risks in respect of dependencies between the Supplier, Key Subcontractors and Supplier Group members where failure of those dependencies could reasonably have an adverse impact on the Deliverables;

1.3.3 plans to manage and mitigate identified risks;

1.3.4 details of the roles and responsibilities of the Supplier, Key Subcontractors and/or Supplier Group members to minimise and mitigate the effects of an Insolvency Event of such persons on the Deliverables;

1.3.5 details of the recovery team to be put in place by the Supplier (which may include representatives of the Supplier, Key Subcontractors and Supplier Group members); and

1.3.6 sufficient detail to enable an appointed insolvency practitioner to invoke the plan in the event of an Insolvency Event of the Supplier; and

1.3.7 In addition to the provisions of Paragraph 3.1.1 of this Call-Off Schedule 8 (Business Continuity and Disaster Recovery), Section 1 of the BCDR Plan shall:

(a) set out how the business continuity and disaster recovery elements of the BCDR Plan link to the Insolvency Continuity Plan, and how the Insolvency Continuity Plan links to the business continuity and disaster recovery elements of the BCDR Plan;

(b) contain an obligation upon the Supplier to liaise with the Buyer and (at the Buyer's request) any Related Supplier with respect to issues concerning insolvency continuity where applicable; and

(c) detail how the BCDR Plan links and interoperates with any overarching and/or connected insolvency continuity plan of the Buyer and any of its other Related Service Suppliers in each case as notified to the Supplier by the Buyer from time to time.

1.3.8 The Insolvency Continuity Plan element of the BCDR Plan, including any linked elements in other parts of the BCDR Plan, shall be invoked by the Supplier:

(a) where an Insolvency Event of a Subcontractor and/or Supplier Group member (other than the Supplier) could reasonably be expected to adversely affect delivery of the Deliverables; and/or

(b) where there is an Insolvency Event of the Supplier and the insolvency arrangements enable the Supplier to invoke the plan.

Part B: Corporate Resolution Planning

1 Service Status and Supplier Status

1.1 This Call-Off Contract is a Critical Service Contract.

1.2 The Supplier shall notify the Buyer in writing within five (5) Working Days of the Effective Date and throughout the Call-Off Contract Period within one hundred and twenty (120) days after each Accounting Reference Date as to whether or not it is a Public Sector Dependent Supplier.

2 Provision of Corporate Resolution Planning Information

2.1 Paragraphs 2 to 4 of this Part B apply.

2.2 Subject to Paragraphs 2.6, 2.10 and 2.11 of this Part B:

2.2.1 the Supplier shall provide the Relevant Authority or Relevant Authorities with the CRP Information within sixty (60) days of the Effective Date; and

2.2.2 except where it has already been provided in accordance with Paragraph 2.2.1 of this Part B, where the Supplier is a Public Sector Dependent Supplier, it shall provide the Relevant Authority or Relevant Authorities with the CRP Information within sixty (60) days of the date of the Relevant Authority's or Relevant Authorities' request.

2.3 The Supplier shall ensure that the CRP Information provided pursuant to Paragraphs 2.2, 2.8 and 2.9 of this Part B:

2.3.1 is full, comprehensive, accurate and up to date;

2.3.2 is split into two parts:

(a) Group Structure Information and Resolution Commentary;

(b) UK Public Service / CNI Contract Information and is structured and presented in accordance with the requirements and explanatory notes set out at Annex I of the latest published version of the Resolution Planning Guidance published by the Cabinet Office Government Commercial Function and available at https://www.gov.uk/government/publications/thesourcing-and-consultancy-playbooks/the-sourcing-playbook.html and contains the level of detail required (adapted as necessary to the Supplier's circumstances);

2.3.3 incorporates any additional commentary, supporting documents and evidence which would reasonably be required by the Relevant Authority or Relevant Authorities to understand and consider the information for approval;

2.3.4 provides a clear description and explanation of the Supplier Group members that have agreements for goods, services or works provision in respect of UK Public Sector Business and/or Critical National Infrastructure and the nature of those agreements; and

2.3.5 complies with the requirements set out at Appendix 1 (Group Structure Information and Resolution Commentary) and Appendix 2 (UK Public Sector / CNI Contract Information) respectively.

2.4 Following receipt by the Relevant Authority or Relevant Authorities of the CRP Information pursuant to Paragraphs 2.2, 2.8 and 2.9 of this Part B, the Buyer shall procure that the Relevant Authority or Relevant Authorities shall discuss in good faith the contents of the CRP Information with the Supplier and no later than sixty (60) days after the date on which the CRP Information was delivered by the Supplier either provide an Assurance to the Supplier that the

Relevant Authority or Relevant Authorities approves the CRP Information or that the Relevant Authority or Relevant Authorities rejects the CRP Information.

2.5 If the Relevant Authority or Relevant Authorities rejects the CRP Information:

2.5.1 the Buyer shall (and shall procure that the Cabinet Office Markets and Suppliers Team shall) inform the Supplier in writing of its reasons for its rejection; and

2.5.2 the Supplier shall revise the CRP Information, taking reasonable account of the Relevant Authority's or Relevant Authorities' comments, and shall re-submit the CRP Information to the Relevant Authority or Relevant Authorities for approval within 30 days of the date of the Relevant Authority's or Relevant Authorities' rejection. The provisions of Paragraph 2.3 to 2.5 of this Part B shall apply again to any resubmitted CRP Information provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure under Clause 34 (Resolving Disputes) of the Core Terms at any time.

2.6 Where the Supplier or a member of the Supplier Group has already provided CRP Information to a Central Government Body or the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely to the Cabinet Office Markets and Suppliers Team) and has received an Assurance of its CRP Information from that Central Government Body and the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely from the Cabinet Office Markets and Suppliers Team), then provided that the Assurance remains Valid (which has the meaning in Paragraph 2.7 below) on the date by which the CRP Information would otherwise be required, the Supplier shall not be required to provide the CRP Information under Paragraph 2.2 if it provides a copy of the Valid Assurance to the Relevant Authority or Relevant Authorities on or before the date on which the CRP Information would otherwise have been required.

2.7 An Assurance shall be deemed Valid for the purposes of Paragraph 2.6 of this Part B if:

2.7.1 the Assurance is within the validity period stated in the Assurance (or, if no validity period is stated, no more than twelve (12) months has elapsed since it was issued and no more than eighteen (18) months has elapsed since the Accounting Reference Date on which the CRP Information was based); and

2.7.2 no Corporate Change Events or Financial Distress Events (or events which would be deemed to be Corporate Change Events or Financial Distress Events if the Contract had then been in force) have occurred since the date of issue of the Assurance.

2.8 The Supplier shall provide an updated version of the CRP Information (or, in the case of Paragraph 2.8(c) of this Part B its initial CRP Information) to the Relevant Authority or Relevant Authorities:

2.8.1 within fourteen (14) days of the occurrence of a Financial Distress Event (along with any additional highly confidential information no longer exempted from disclosure under Paragraph 2.11 of this Part B) unless the Supplier is relieved of the consequences of the Financial Distress Event under Paragraph 7.1 of Annex 3 to Joint Schedule 7 (Financial Distress) (if applicable);

2.8.2 within thirty (30) days of a Corporate Change Event unless not required pursuant to Paragraph 2.10;

2.8.3 within thirty (30) days of the date that:

(a) the credit rating(s) of each of the Supplier and its Parent Undertakings fail to meet any of the criteria specified in Paragraph 2.10; or

(b) none of the credit rating agencies specified at Paragraph 2.10 hold a public credit rating for the Supplier or any of its Parent Undertakings; and

2.8.4 in any event, within six (6) months after each Accounting Reference Date or within fifteen (15) months of the date of the previous Assurance received from the Relevant Authority (whichever is the earlier), unless:

(a) updated CRP Information has been provided under any of Paragraphs 2.8(a) 2.8(b) or 2.8(c) since the most recent Accounting Reference Date (being no more than twelve (12) months previously) within the timescales that would ordinarily be required for the provision of that information under this Paragraph 2.8(d); or

(b) unless not required pursuant to Paragraph 2.10.

2.9 Not used.

2.10 Where the Supplier or a Parent Undertaking of the Supplier has a credit rating of either:

2.10.1 Aa3 or better from Moody's;

2.10.2 AA- or better from Standard and Poors;

2.10.3 AA- or better from Fitch;

the Supplier will not be required to provide any CRP Information unless or until either (i) a Financial Distress Event occurs (unless the Supplier is relieved of the consequences of the Financial Distress Event under Paragraph 7.1 of Annex 3 to Joint Schedule 7 (Financial Distress), if applicable) or (ii) the Supplier and its Parent Undertakings cease to fulfil the criteria set out in this Paragraph 2.10, in which cases the Supplier shall provide the updated version of the CRP Information in accordance with Paragraph 2.8.

2.11 Subject to Paragraph 4, where the Supplier demonstrates to the reasonable satisfaction of the Relevant Authority or Relevant Authorities that a particular item of CRP Information is highly confidential, the Supplier may, having orally disclosed and discussed that information with the Relevant Authority or Relevant Authorities, redact or omit that information from the CRP Information provided that if a Financial Distress Event occurs, this exemption shall no longer apply and the Supplier shall promptly provide the relevant information to the Relevant Authority or Relevant Authorities to the extent required under Paragraph 2.8.

3 Termination Rights

3.1 The Buyer shall be entitled to terminate the Call-Off Contract if the Supplier is required to provide CRP Information under Paragraph 2 of this Part B and either:

3.1.1 the Supplier fails to provide the CRP Information within four (4) months of the Effective Date or otherwise within four (4) months of the Relevant Authority's or Relevant Authorities' request; or

3.1.2 the Supplier fails to obtain an Assurance from the Relevant Authority or Relevant Authorities within four (4) months of the date that it was first required to provide the CRP Information under the Call-Off Contract,

which shall be deemed to be an event to which Clause 10.4.1 (When CCS or the Buyer can end a contract) of the Core Terms applies and Clauses 10.6.1 (What happens if the contract ends) and 10.6.2 (What happens if the contract ends) of the Core Terms shall apply accordingly.

4 Confidentiality and usage of CRP Information

4.1 The Buyer agrees to keep the CRP Information confidential and use it only to understand the implications of an Insolvency Event of the Supplier and/or Supplier Group members on its UK Public Sector Business and/or services in respect of CNI and to enable contingency planning to maintain service continuity for end users and protect CNI in such eventuality.

4.2 Where the Relevant Authority is the Cabinet Office Markets and Suppliers Team, at the Supplier's request, the Buyer shall use reasonable endeavours to procure that the Cabinet Office enters into a confidentiality and usage agreement with the Supplier containing terms no less stringent than those placed on the Buyer under Paragraph 4.1 of this Part B and Clause 15 (What you must keep confidential) of the Core Terms.

4.3 The Supplier shall use reasonable endeavours to obtain consent from any third party which has restricted the disclosure of the CRP Information to enable disclosure of that information to the Relevant Authority or Relevant Authorities pursuant to Paragraph 2 of this Part B subject, where necessary, to the Relevant Authority or Relevant Authorities entering into an appropriate confidentiality agreement in the form required by the third party.

4.4 Where the Supplier is unable to procure consent pursuant to Paragraph 4.3 of this Part B, the Supplier shall use all reasonable endeavours to disclose the CRP Information to the fullest extent possible by limiting the amount of information it withholds including by:

4.4.1 redacting only those parts of the information which are subject to such obligations of confidentiality;

4.4.2 providing the information in a form that does not breach its obligations of confidentiality including (where possible) by:

(a) summarising the information;

(b) grouping the information;

(c) anonymising the information; and

(d) presenting the information in general terms

4.5 The Supplier shall provide the Relevant Authority or Relevant Authorities with contact details of any third party which has not provided consent to disclose CRP Information where that third party is also a public sector body and where the Supplier is legally permitted to do so.

Appendix 1: Group structure information and resolution commentary

1 The Supplier shall:

1.1 provide sufficient information to allow the Relevant Authority to understand the implications on the Supplier Group's UK Public Sector Business and CNI contracts listed pursuant to Appendix 2 if the Supplier or another member of the Supplier Group is subject to an Insolvency Event;

1.2 ensure that the information is presented so as to provide a simple, effective and easily understood overview of the Supplier Group; and

1.3 provide full details of the importance of each member of the Supplier Group to the Supplier Group's UK Public Sector Business and CNI contracts listed pursuant to Appendix 2 and the dependencies between each.

Appendix 2: UK Public Sector / CNI Contract Information

1 The Supplier shall:

1.1 provide details of all agreements held by members of the Supplier Group where those agreements are for goods, services or works provision and:

1.1.1 are with any UK public sector bodies including: central Government departments and their arms-length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police fire and rescue, education bodies and the devolved administrations;

1.1.2 are with any private sector entities where the end recipient of the service, goods or works provision is any of the bodies set out in Paragraph 1.1.1 of this Appendix 2 and where the member of the Supplier Group is acting as a Key Subcontractor under the agreement with the end recipient; or

1.1.3 involve or could reasonably be considered to involve CNI;

1.2 provide the Relevant Authority with a copy of the latest version of each underlying contract worth more than £5m per contract year and their related Key Sub-Contracts, which shall be included as embedded documents within the CRP Information or via a directly accessible link.

Call-Off Schedule 9 (Security) (V2)

1 Definitions

1.1 In this Call-Off Schedule 9 (Security) the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Breach of Security"	means the occurrence of: (a) any unauthorised access to or use of, or the existence of any Malware in, any part of the ICT Environment or the Operating Environment; (b) any unauthorised access or damage to, or use, loss, deletion, destruction, creation, assimilation, or publication of information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Call-Off Contract; and/or (c) the loss and/or unauthorised disclosure of any information or data (including any Confidential Information and any Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Call-Off Contract. in either case as more particularly set out in the security requirements in the Security Policies and Standards;
"Baseline Security Requirements"	means those requirements set out at Annex 1 to this Call-Off Schedule 9 (Security) or as notified by the Buyer to the Supplier from time to time, which for the avoidance of doubt shall not constitute a Variation;
"Buyer Security Representative"	has the meaning given in Paragraph 2.4 (Security Requirements);
"CHECK"	the scheme for authorised penetration tests which is managed by the NCSC;
"Cyber Security Information Sharing Partnership" or "CiSP"	the cyber security information sharing partnership established by the NCSC or replacement scheme which is published and/or formally recommended by the NCSC;
"Good Industry Practice"	standards, practices, methods and procedures confirming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Good Security Practice"	shall mean: (a) the technical and organisational measures and practices that are required by, or recommended in, nationally or internationally accepted management standards and codes of practice relating to Information

	Security (such as published by the International Organization for Standardization or the National Institute of Standards and Technology); (b) security standards and guidelines relating to Information Security (including generally accepted principles regarding the segregation of the duties of governance, implementation and control) provided to the general public or Information Security practitioners and stakeholders by generally recognised authorities and organisations; and (c) the Government's security policies, frameworks, standards and guidelines relating to Information Security.
"Government Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's Confidential Information and which: (a) are supplied to the Supplier by or on behalf of the Buyer; or (b) the Supplier is required to generate, process, store or transmit pursuant to this Call-Off Contract.
"Information Security Manager"	the person appointed by the Supplier with the appropriate experience, authority and expertise to sense that the Supplier complies with this Call-Off Schedule 9 (Security);
"Information Security"	means: (a) the protection and preservation of: (i) the confidentiality, integrity and availability of all or any part of the Buyer System, any ICT Environment and the Supplier System; (ii) related properties of information including but not limited to authenticity, accountability and non-repudiation; and (b) compliance with all Law applicable to the processing, transmission, storage and disposal of the Buyer System.
"ISMS"	means the information security management system and process developed by the Supplier in accordance with Paragraph 5 (ISMS) as updated from time to time in accordance with this Call-Off Schedule 9 (Security);
"NCSC"	the National Cyber Security Centre or its successor entity (where applicable);
"Penetration Test"	shall mean a simulated attack on any Buyer System, ICT Environment or Supplier System (or any part thereof) which is

	duly accredited by CHECK, CREST (International) or ;
"Security Management Plan"	means the Supplier's security management plan produced and issued in accordance with Paragraph 6 of this Call-Off Schedule 9 (Security); and
"Security Policies and Standards"	means: (a) the Buyer's security policies and standards published on https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards from time to time; and (b) other applicable security policies and standards notified by the Buyer to the Supplier from time to time, which for the avoidance of doubt shall not constitute a Variation. including (without limitation) those listed at Annex 3 to this Call-Off Schedule 9 (Security);
"Security Tests"	any Penetration Test or other tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security
"Security Trigger Event"	means any of the following: (a) any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan; (b) any material change to the ICT Environment or threat landscape; (c) in relation to a Security Test, the Buyer requesting a Security Test or a repeat of a previous Security Test; (d) in relation to a Risk Assessment, the Buyer requesting a Security Risk Assessment;
"Supplier Security Representative"	has the meaning given in Paragraph 2.3.

2 **Security Requirements**

2.1 The Supplier shall at all times provide and shall ensure that its Supplier Personnel shall provide a level of security which is in accordance with the Baseline Security Requirements, the Security Policies and Standards, Good Security Practice and Law. The Supplier shall and shall ensure that any Subcontractor shall maintain appropriate records and is able to demonstrate compliance with this Call-Off Schedule 9 (Security).

2.2 The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Call-Off Contract will be met.

2.3 Within twenty (20) Working Days of the Mobilisation Start Date the Supplier shall appoint a security representative responsible for security and shall notify the Buyer in writing of the name and contact details of the appointed person, along with any evidence that the Buyer might require that he or she is suitable for the role (the "**Supplier Security Representative**").

2.4 The Buyer shall appoint its security representative and shall notify the Supplier in writing of the name and contact details of the appointed person (the "**Buyer Security Representative**")

2.5 The Buyer shall clearly articulate its high-level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.

2.6 Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.

2.7 The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Government Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Government Data remains under the effective control of the Supplier at all times.

2.8 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Buyer.

2.9 The Buyer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Buyer's security provisions represents an unacceptable risk to the Buyer requiring immediate communication and co-operation between the Parties.

3 **Security Accreditation**

3.1 The Parties recognise that the ICT Environment and the Operating Environment are subject to various security requirements. It shall be the Supplier's responsibility to obtain and maintain all approvals, consents, certifications, and accreditations as may be necessary from time to time in order to permit the Delivery of the Deliverables under this Call-Off Contract, including (without limitation) Cyber Essential Plus.

3.2 The Buyer shall provide reasonable assistance to the Supplier in obtaining the required approvals, certifications, and accreditations, on reasonable notice from the Supplier, but it shall remain the Supplier's obligation to take all steps necessary to obtain and maintain the same.

4 **Cyber Essentials Plus**

4.1 The Supplier must submit to the Buyer, within three (3) Months of the Mobilisation Start Date (or as otherwise agreed between the Buyer and Supplier during the Mobilisation Period), a current and valid Cyber Essentials Plus Certificate that has been awarded by one of the Government approved Cyber Essentials accreditation bodies.

4.2 The Deliverable provided by the Supplier under this Call-Off Contract must be incorporated into the scope of the Cyber Essentials Plus certification provided by the Supplier at Framework Agreement level (RM6257) and this certification must be provided to the Buyer as per the timescales outlined at Paragraph 4.1.

4.3 The Supplier shall, and shall procure that any Subcontractor (as applicable) shall, obtain and maintain certification to Cyber Essentials Plus (the **"Cyber Essentials Plus Certificate"**) in relation to the Deliverables during the Call-Off Contract Period. The Cyber Essentials Plus Certificate shall be provided by the Supplier to the Buyer annually on the dates as agreed by the Parties.

4.4 The Supplier shall notify the Buyer of any failure to obtain, or the revocation of, a Cyber Essentials Plus Certificate within two (2) Working Days of confirmation of such failure or revocation.

The Supplier shall, at its own expense, undertake those actions required in order to obtain a Cyber Essentials Plus Certificate following such failure or revocation. For the avoidance of doubt, any failure to obtain and/or maintain a Cyber Essentials Plus Certificate during the Call-Off Contract Period after the first (1st) date on which the Contractor was required to provide a Cyber Essentials Plus Certificate in accordance with Paragraph 4.1 (regardless of whether such failure is capable of remedy) shall constitute a material Default.

5 **Information Security Management System (ISMS)**

5.1 The Supplier shall develop and submit to the Buyer, within twenty (20) Working Days after the Mobilisation Start Date, an information security management system for the purposes of this Call-Off Contract and shall comply with the requirements of Paragraphs 5.4 to 5.6.

5.2 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the Delivery of the Deliverables, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.

5.3 The Buyer acknowledges that;

5.3.1 if the Buyer has not stipulated during a Further Competition that it requires a bespoke ISMS, the ISMS provided by the Supplier may be an extant ISMS covering processes and implementation across the Supplier's estate; and

5.3.2 where the Buyer has stipulated that it requires a bespoke ISMS then the Supplier shall be required to present the ISMS for the Buyer's Approval. A reason for not accepting the ISMS is that it does not comply with the requirements of Paragraphs 5.4 to 5.6.

5.4 The ISMS shall:

5.4.1 if the Buyer has stipulated that it requires a bespoke ISMS, be developed to protect all aspects of the Deliverables and all processes associated with the Delivery of the Deliverables, including the Affected Property, the Buyer Premises, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Call-Off Contract;

5.4.2 meet the relevant standards in ISO/IEC 27001 and ISO/IEC 27002 in accordance with Paragraph 9 of this Call-Off Schedule 9 (Security);

5.4.3 at all times provide a level of security which:

(a) is in accordance with the Law and this Call-Off Contract;

(b) complies with the Baseline Security Requirements;

(c) as a minimum demonstrates Good Industry Practice;

(d) complies with the Security Policies and Standards and the ICT Policy;

(e) complies with the requirements of Cyber Essentials Plus;

(f) complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4) (https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework)

(g) takes account of guidance issued by the National Protective Security Authority (https://www.npsa.gov.uk)

(h) complies with HMG Information Assurance Maturity Model and Assurance Framework (https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm) and all other relevant guidance published from time to time by the National Centre for Cyber Security;

(i) meets any specific security threats of immediate relevance to the ICT Environment, Operating Environment, ISMS, the Affected Property, Buyer Premises, the Deliverables and/or Government Data;

(j) addresses issues of incompatibility with the Supplier's own organisational security policies; and

(k) complies with ISO/IEC 27001 and ISO/IEC 27002 in accordance with Paragraph 9 of this Call-Off Schedule 9 (Security);

5.4.4 document the security incident management processes and incident response plans;

5.4.5 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and

5.4.6 be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Buyer).

5.5 Subject to Paragraph 2 the references to standards, guidance and policies contained or set out in Paragraph 5.4 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.

5.6 In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 5.4, the Supplier shall immediately notify the Buyer of such inconsistency and the Buyer shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.

5.7 If the bespoke ISMS submitted to the Buyer pursuant to Paragraph 5.3.2 is accepted by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not accepted by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for acceptance. The Parties shall use all reasonable endeavours to ensure that the process of acceptance takes as little time as possible and, in any event, no longer than fifteen (15) Working Days from the date of the first submission of the ISMS to the Buyer. If the Buyer does not accept the ISMS following its resubmission, the matter shall be resolved as a dispute in accordance with the Call-Off Contract. The Buyer shall not unreasonably withhold or delay acceptance. However, any failure to accept the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 5.4 to 5.6 shall be deemed to be reasonable.

5.8 Acceptance by the Buyer of the ISMS pursuant to Paragraph 5.7 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Call-Off Schedule 9 (Security).

6 **Security Management Plan**

6.1 Within twenty (20) Working Days after the Mobilisation Start Date, the Supplier shall prepare and submit to the Buyer for Approval a fully developed, complete and up-to-date draft

Security Management Plan which shall comply with the requirements of Paragraph 6.2. A

reason for not accepting the draft Security Management Plan is that it does not comply with the requirements of Paragraph 6.2.

6.2 The Security Management Plan shall:

6.2.1 be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);

6.2.2 comply with the Baseline Security Requirements and the Security Policies and Standards;

6.2.3 identify the necessary delegated organisational roles defined for those responsible for ensuring this Call-Off Schedule 9 (Security) is complied with by the Supplier;

6.2.4 detail the process for managing any security risks from any Supplier Personnel and others with access to any part of the Affected Property, Buyer Premises, Deliverables, processes associated with the Delivery of the Deliverables, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;

6.2.5 unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Deliverables and all processes associated to Deliver the Deliverables, including the Affected Property, Buyer Premises, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information 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 Deliverables;

6.2.6 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes to Deliver the Deliverables and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Call-Off Schedule 9 (Security) (including the requirements set out in Paragraph 5.4);

6.2.7 demonstrate that the Supplier's approach to Delivering the Deliverables have minimised the Buyer and Supplier effort required to comply with this Call-Off Schedule 9 (Security) through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);

6.2.8 set out the plans for transitioning all security arrangements and responsibilities from those in place at the Mobilisation Start Date to those incorporated in the ISMS within the timeframe agreed between the Parties;

6.2.9 set out the scope of the Buyer System that is under the control of the Supplier;

6.2.10 be structured in accordance with ISO/IEC 27001 and ISO/IEC 27002, cross-referencing if necessary to other Call-Off Schedules which cover specific areas included within those standards; and

6.2.11 be written in plain English in language which is readily comprehensible to the Staff of the Supplier and the Buyer engaged in Delivering the Deliverables and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Call-Off Schedule 9 (Security).

6.3 If the Security Management Plan submitted to the Buyer pursuant to Paragraph 6.1 is approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter

operated and maintained in accordance with this Call-Off Schedule 9 (Security). If the Security Management Plan is not accepted by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for acceptance. The Parties shall use all reasonable endeavours to ensure that the acceptance process takes as little time as possible and, in any event, no longer than fifteen (15) Working Days from the date of the first submission to the Buyer of the Security Management Plan. If the Buyer does not accept the Security Management Plan following its resubmission, the matter shall be resolved as a dispute under the Call-Off Contract. The Buyer shall not unreasonably withhold or delay acceptance of a draft Security Management Plan. However, any failure to accept a Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 6.2 shall be deemed to be reasonable.

6.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 6.3 or of any change or amendment to a Security Management Plan shall not relieve the Supplier of its obligations under this Call-Off Schedule 9 (Security).

7 **Amendment of the ISMS and Security Management Plan**

7.1 The ISMS and Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:

7.1.1 emerging changes in Good Industry Practice;

7.1.2 any change or proposed change to the Specification, the Supplier System, the ICT Environment, the Operating Environment, the Deliverables and/or associated processes;

7.1.3 any changes to the Security Policy;

7.1.4 any new perceived or changed security threats; and

7.1.5 any reasonable change in requirement requested by the Buyer.

7.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

7.2.1 suggested improvements to the effectiveness of the ISMS;

7.2.2 updates to the Risk Assessments;

7.2.3 proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and

7.2.4 suggested improvements in measuring the effectiveness of controls.

7.3 Subject to Paragraph 7.4, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to Paragraph 7.1, a Buyer request, a change to Annex 1 (Security) or otherwise) shall not be implemented until the Buyer Approves of such change.

7.4 The Buyer may, acting reasonably, require the Supplier to amend the ISMS or Security Management Plan within a specified timeframe and the Supplier shall use all reasonable efforts to comply with such timeframe.

8 **Security Testing**

8.1 In relation to each Security Test, the Supplier shall appoint a third party which, in respect of any Penetration Test, is duly accredited by CHECK or CREST (International).

8.2 The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally on the occurrence of a Security Trigger Event. Security

Tests shall be designed and implemented by the Supplier so as to minimise the impact on the Delivery of the Deliverables and the date, timing, content, duration, anticipated impact on KPIs and SPIs (if any) and conduct of such Security Tests shall be agreed in advance with the Buyer. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests materially and adversely affect the Supplier's ability to Deliver the Deliverables so as to meet the relevant KPIs or SPIs identified by the Supplier and Approved by the Buyer prior to the conduct of such Security Tests, the Supplier shall be granted relief against any resultant under-performance of such KPIs and SPIs directly arising from the conduct of the relevant Security Test for the agreed duration of the relevant Security Test.

8.3 The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Buyer with the results of such Security Tests (in a form Approved by the Buyer) as soon as practicable after completion of each Security Test and in any event no later than one (1) calendar Month or as otherwise agreed with the Buyer.

8.4 Without prejudice to any other right of audit or access granted to the Buyer pursuant to this Call-Off Contract, the Buyer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including Penetration Tests and Security Tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Buyer may notify the Supplier of the results of such tests after completion of each such test. If any test carried out under this Paragraph 8.4 materially or adversely affects the Supplier's ability to Deliver the Deliverables so as to meet the relevant KPIs or SPIs, the Supplier shall be granted relief against any resultant under-performance of such KPIs or SPIs directly arising from the relevant Security Test and for the duration of such test.

8.5 Where any Security Test carried out pursuant to Paragraphs 8.2 or 8.3 reveals any actual or potential Breach of Security or weaknesses (including, without limitation, un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the ISMS and to 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 prior written Approval, the Supplier shall implement such changes to the ISMS and 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. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Baseline Security Requirements) to this Call-Off Schedule) or the requirements of this Call-Off Schedule 9 (Security), the change to the ISMS or Security Management Plan shall be at no cost to the Buyer.

8.6 If any repeat Security Test carried out pursuant to Paragraph 8.4 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall be a material Default by the Supplier to comply with its obligations for the purposes of Clause 10.4 (When CSS or the buyer can end a contract) of the Core Terms.

9 **Complying with IS0/IEC 27001 and the Security Policies and Standards**

9.1 The Supplier shall and shall procure that any relevant Subcontractor shall obtain and maintain certification to ISO/IEC 27001 (the **"ISO Certificate"**) in relation to the Deliverables during the lifetime of this Call-Off Contract. The ISO Certificate shall be provided to the Buyer on the dates agreed by the Parties.

9.2 The Supplier shall notify the Buyer of any failure to obtain an ISO Certificate or a revocation of an ISO Certificate within two (2) Working Days of confirmation of such failure or revocation. The Supplier shall, at its own expense, undertake those actions required in order to obtain an ISO Certificate following such failure or revocation and provide such ISO Certificate within one (1) calendar Month of the initial notification of failure or revocation to the Buyer or on a date agreed by the Parties. For the avoidance of doubt, any failure to obtain and/or maintain an ISO Certificate required by this Call-Off Schedule 9 (Security) will constitute a material Default.

9.3 The Supplier Representative shall be:

9.3.1 the information Security Manager; and

9.3.2 a deputy Information Security Manager who shall have the appropriate experience, authority and expertise to deputise for the Information Security Manager when she or he is on leave or unavailable for any period of time.

The Supplier shall notify the Buyer of the identity of the Information Security Manager on the Call-Off Contract Start Date and, where applicable, within five (5) Working Days following any change in the identity of the Information Security Manager.

9.4 The Buyer shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO/IEC 27001, Good Security Practice, the Security Policies and Standards and the Law and (without limitation) includes:

9.4.1 a scope statement (which covers all of the Deliverables)

9.4.2 a risk assessment (which shall include any risks specific to the Deliverables);

9.4.3 a statement of applicability;

9.4.4 a risk treatment plan; and

9.4.5 an incident management plan

in each case as specified by ISO/IEC 27001.

9.5 If, on the basis of evidence provided by such security audits, it is the Buyer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001, and/or, where relevant, the Security Policy are not being achieved by the Supplier, then the Buyer shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time then the Buyer shall have the right to obtain an independent audit against these standards in whole or in part.

9.6 If, as a result of any such independent audit as described in Paragraph 9.4, the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policies and Standards then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Buyer in obtaining such audit (which the Buyer may recover from the Supplier by a deduction in amounts otherwise payable to the Supplier under this Call-Off Contract or as a debt).

10 **Security Breach**

10.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

10.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 10.1, the Supplier shall:10.2 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:

(a) minimise the extent of actual or potential harm caused by any Breach of Security;

(b) remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Affected Property, Buyer Premises, Buyer System, ICT Environment, Operating Environment, processes associated with providing the Deliverables and/or ISMS to the extent that this is within the Supplier's control;

(c) apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to Deliver the Deliverables so as to meet the relevant KPI Performance Measures, the Supplier shall be granted relief against any resultant under-performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;

(d) prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure;

(e) supply any requested data to the Buyer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Buyer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and

(f) as soon as reasonably practicable provide to the Buyer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.

10.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the ISMS with the Security Policy (where relevant) or the requirements of this Call-Off Schedule 9 (Security), then any required change to the ISMS shall be at no cost to the Buyer.

11 **Vulnerabilities and fixing them**

11.1 The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the ICT Environment and/or Operating Environment will be discovered which unless mitigated will present an unacceptable risk to the Buyer's information.

11.2 The severity of threat vulnerabilities for COTS Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the ISMS and using the appropriate vulnerability scoring systems including, without limitation:

11.2.1 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 http://nvd.nist.gov/cvss.cfm); and

11.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two (2) remaining levels ('Moderate' and 'Low') respectively.

11.3 The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as 'Critical' within fourteen (14) days of release, 'Important' within thirty (30) days of release and all 'Other' within sixty (60) Working Days of release, except where:

11.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Deliverable (e.g. because it resides in a software component which is not running in the Deliverables) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Deliverable must be remedied by the Supplier within the above timescales if the vulnerability becomes exploitable within the context of the Deliverable;

11.3.2 the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to Deliver the Deliverables in which case the Supplier shall be granted an extension to such timescales of five (5) days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer; or

11.3.3 the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS.

11.4 The Specification and Mobilisation Plan (if applicable) shall include provisions for major version upgrades of all COTS Software to be upgraded within six (6) Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the 'n-1 version') throughout the lifetime of this Call-Off Contract unless:

11.4.1 where upgrading such COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within twelve (12) Months of release of the latest version; or

11.4.2 is agreed with the Buyer in writing.

11.5 The Supplier shall:

11.5.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;

11.5.2 ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;

11.5.3 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the lifetime of this Call-Off Contract;

11.5.4 pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 5;

11.5.5 from the date specified in the Security Management Plan provide a report to the Buyer within five (5) Working Days of the end of each calendar Month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and any 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;

11.5.6 propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;

11.5.7 remove or disable any extraneous interfaces, services or capabilities that are not needed for the Deliver of the Deliverables (in order to reduce the attack surface of the ICT Environment); and

11.5.8 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 ICT Environment and provide initial indications of possible mitigations.

11.6 If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 11, the Supplier shall immediately notify the Buyer.

11.7 A failure to comply with Paragraph 11.3 shall constitute a material default.

12 Security Risk Management

12.1 The Supplier shall operate and maintain policies and processes for risk management (the **Security Risk Management Policies**) during the lifetime of this Call-Off Contract which include

standards and processes for the assessment of any potential risks in relation to the Deliverables and compliance with this Call-Off Schedule 9 (Security) (the **Security Risk Assessment**). The Supplier shall provide the Buyer with a copy of the Security Risk Management Policies within ten (10) Working Days of the Buyer's request. The Buyer may, at its absolute discretion, require changes to the Security Risk Management Policies to comply with this Call-Off Schedule 9 (Security). The Supplier shall, at its own expense, undertake those actions required in order to implement the changes required by the Buyer within one (1) calendar Month of such request unless otherwise agreed by the Parties.

12.2 The Supplier shall carry out a Security Risk Assessment at least annually or on the occurrence of a Security Trigger Event. The Supplier shall provide the report of the Security Risk Assessment to the Buyer within five (5) Working Days of completion of an annual Security Risk Assessment or in the case of all other Security Risk Assessments, within one (1) calendar Month after completion of the Security Risk Assessment or on a date agreed by the Parties. The Supplier shall notify the Buyer within five (5) Working Days of completion of any Security Risk Assessment if such assessment notes a potential risk in relation to the Deliverables or compliance with this Call-Off Schedule 9 (Security).

12.3 If the Buyer decides at its absolute discretion that any Security Risk Assessment does not meet the requirements of this Call-Off Schedule 9 (Security), the Supplier shall repeat the Security Risk Assessment within one (1) calendar Month of such request unless otherwise agreed by the Parties.

12.4 The Supplier shall pay all costs in relation to undertaking any action required to meet the requirement stipulated in this Paragraph 12. Any failure by the Supplier to comply with any requirement of this Paragraph 12 shall constitute a material default by the Supplier to comply with its obligations under this Call-Off Contract.

13 Cyber Security Information Sharing Partnership

13.1 During the Call-Off Contract Period, the Buyer may require a nominated representative of the Supplier to join the Cyber Security Information Sharing Partnership. The Buyer's nominated representative shall also participate in the Cyber Security Information Sharing Partnership for the exchange of cyber threat information.

13.2 If the Supplier elects a nominated representative to join the Cyber Security Information Sharing Partnership in accordance with Paragraph 13.1 above, it shall review the NCSC weekly threat reports on a weekly basis and implement recommendations in line with the Security Risk Management Policy.

Annex 1: Baseline Security Requirements

1 Handling Classified information

1.1 The Supplier shall not handle Buyer information classified SECRET or TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Supplier shall seek additional specific guidance from the Buyer.

2 End user devices

2.1 When Government Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the National Cyber Security Centre ("**NCSC**") to at least Foundation Grade, for example, under the NCSC Commercial Product Assurance scheme ("**CPA**").

2.2 Devices used to access or manage Government Data and Deliverables must be under the management authority of Buyer or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Buyer. Unless otherwise agreed with the Buyer in writing, all Supplier devices are expected to meet the set of security requirements set out in the End User Devices Security Guidance (https://www.ncsc.gov.uk/guidance/end-user-device-security). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Buyer and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the NCSC guidance, then this should be agreed in writing on a case by case basis with the Buyer.

3 Data Processing, Storage, Management and Destruction

3.1 The Supplier and the Buyer recognise the need for the Buyer's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Government Data will be subject to at all times.

3.2 The Supplier shall agree in advance any change in location of data storage, processing and administration with the Buyer in accordance with the requirements of this Call-Off Contract.

3.3 The Supplier shall:

3.3.1 provide the Buyer with all Government Data on demand in an agreed open format;

3.3.2 have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;

3.3.3 securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and

3.3.4 securely erase any or all Government Data held by the Supplier when requested to do so by the Buyer.

4 Ensuring secure communications

4.1 The Buyer requires that any Government Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by NCSC, to at least Foundation Grade, for example, under CPA.

4.2 The Buyer requires that the configuration and use of all networking equipment to Deliver the Deliverables, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

5 Security by design

5.1 The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Government Data.

5.2 When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a NCSC certification (https://www.ncsc.gov.uk/section/products-services/ncsc-certification) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).

6 Security of Supplier Personnel

6.1 Supplier Personnel shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.

6.2 The Supplier shall agree on a case by case basis Supplier Personnel roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Government Data.

6.3 The Supplier shall prevent Supplier Personnel who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where Approved by the Buyer.

6.4 All Supplier Personnel that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer, this training must be undertaken annually.

6.5 Where the Supplier or Subcontractors grants increased ICT privileges or access rights to Supplier Personnel, those Supplier Personnel shall be granted only those permissions necessary for them to carry out their duties. When any Supplier Personnel no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

7 Restricting and monitoring access

7.1 The Supplier shall operate an access control regime to ensure all users and administrators of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) are uniquely identified and authenticated when accessing or administering the Deliverables. Applying the 'principle of least privilege', users and administrators shall be allowed access only to those parts of the ICT Environment that they require. The Supplier shall retain an Audit record of accesses.

8 Audit

8.1 The Supplier shall collect Audit records which relate to security events in the systems 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:

8.1.1 logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the relevant system allows, such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.

8.1.2 security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.

8.2 The Supplier and the Buyer shall work together to establish any additional Audit and monitoring requirements for the ICT Environment.

8.3 The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least six (6) Months.

Annex 2 - Security Management Plan

[redacted]

Annex 3 – Security Policies and Standards

Security policies

The Security Policies are published on:

http://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards unless specified otherwise:

a) Acceptable Use Policy
b) Information Security Policy
c) Personnel Security Policy
d) Physical Security Policy
e) Information Management Policy
f) Email Policy
g) Technical Vulnerability Management Policy
h) Remote Working Policy
i) Social Media Policy
j) Forensic Readiness Policy
k) Microsoft Teams recording and transcription policy
l) SMS Text Policy
m) Privileged Users Security Policy
n) Protective Monitoring Security Policy
o) User Access Control Policy
p) Security Classification Policy
q) Cryptographic Key Management Policy
r) HMG Personnel Security Controls – May 2018 (published on https://www.gov.uk/government/publications/hmg-personnel-security-controls)

s) NCSC Secure Sanitisation of Storage Media (published on https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media)

Security standards

The Security Standards are published on: http://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards

a) SS-001 - Part 1 - Access & Authentication Controls
b) SS-001 - Part 2 - Privileged User Access Controls
c) Security Standard Physical and Electronic Security (Part 1)
d) SS-002 - PKI & Key Management
e) SS-003 - Software Development
f) SS-005 - Database Management System Security Standard
g) SS-006 - Security Boundaries
h) SS-007 - Use of Cryptography
i) SS-008 - Server Operating System
j) SS-009 - Hypervisor
k) SS-010 - Desktop Operating System
l) SS-011 - Containerisation
m) SS-012 - Protective Monitoring Standard for External Use
n) SS-013 - Firewall Security
o) SS-014 - Security Incident Management
p) SS-015 - Malware Protection
q) SS-016 - Remote Access
r) SS-017 - Mobile Devices
s) SS-018 - Network Security Design
t) SS-019 - Wireless Network
u) SS-022 - Voice & Video Communications
v) SS-023 - Cloud Computing
w) SS-025 - Virtualisation
x) SS-027 - Application Security Testing
y) SS-028 - Microservices Architecture
z) SS-029 - Securely Serving Web Content
aa) SS-030 - Oracle Database
bb) SS-031 - Domain Management
cc) SS-033 – Patching
dd) SS-035 – Backup & Recovery
ee) SS-036 – Secure Sanitisation and Destruction

Call-Off Schedule 10 (Exit Management) (V3)

1 Definitions

1.1 In this Call-Off Schedule 10 (Exit Management), the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier or a Subcontractor in the provision of the Deliverables;
"Exit Information"	Information relating to contract exit including but not limited to Asset data, Deliverables data, Contract data, statutory compliance data and certification and TUPE information data
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Call-Off Schedule pursuant to Paragraph 2.4 of this Call-Off Schedule 10 (Exit Management);
"Exit Plan"	the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Call-Off Schedule 10 (Exit Management);
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender Response 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);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier or a Subcontractor in connection with the Deliverables but which are also used by the Supplier Subcontractor for other purposes;
"Register"	the register referred to in Paragraph 2.2 of this Call-Off Schedule 10 (Exit Management);
"Replacement Goods"	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;
"Replacement Services"	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, whether those goods are provided by the Buyer internally and/or by any third party;
"Termination Assistance"	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 and Annex 1 (Scope of Termination Assistance) to this Call-Off Schedule 10 (Exit Management);
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of this Call-Off Schedule 10 (Exit Management);

"Termination Assistance Period"	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 Call-Off Schedule 10 (Exit Management);
"Third Party Software"	means Software provided by a third party
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	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;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Call-Off Schedule 10 (Exit Management);
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Call-Off Schedule 10 (Exit Management).

2 Supplier must always be prepared for contract exit

2.1 The Supplier shall within thirty (30) days from the Call-Off Contract 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 Call-Off Contract Period, the Supplier shall promptly 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 (the **Register**).

2.3 The Supplier shall:

2.3.1 ensure that all Exclusive Assets listed in the Register 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 three (3) Months of the Mobilisation Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Call-Off Contract.

3 Assisting re-competition for Deliverables

3.1 Where the Deliverables are to be retendered by the Buyer, the Supplier shall comply with its obligations under Paragraph 7 (Obligation to enter into an Ethical Wall Agreement on retendering of the Deliverables) of Call-Off Schedule 34 (Special Terms). The Supplier shall put in place management processes, barriers and disciplines to ensure that conflicts of interest do not arise, and that the Supplier does not obtain an unfair competitive advantage over other bidders where it wishes to tender for the retendered Deliverables.

3.2 Subject to Paragraph 3.6.1, the Supplier shall within thirty (30) days of request (or such shorter period as may be required following the submission of a Service Exclusion Notice or notice of partial termination) provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), Exit Information in the format that the Buyer requests for any reason including facilitating the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").

3.3 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.

3.4 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 Delivery of any Deliverables (and shall consult the Buyer in relation to any such changes).

3.5 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.

3.6 Following service of notice to partially terminate the Call-Off Contract or the service of a Service Exclusion Notice:

3.6.1 the Supplier shall provide the Exit Information within seven (7) days of such notice (or such longer period as the Buyer may allow) to the extent required in respect of the services which are the subject matter of the notice of partial termination or Service Exclusion Notice (as the case may be);

3.6.2 the Buyer takes and/or procures that a third party takes the action set out in the notice of partial termination or the Service Exclusion Notice (as the case may be) and any consequential additional action as it reasonably believes is necessary to ensure that the Deliverables (or relevant part thereof) are Delivered to the standard required pursuant to the terms of this Call-Off Contract and so that the Buyer is not in breach of any applicable Law, the Buyer Policies and/or its statutory duties;

3.6.3 the Supplier shall be responsible for the Buyer's reasonable and properly incurred costs and expenses (including any internal management time and/or procurement cost associated with appointing a third party) relating to the exercise of the Buyer's rights under or in relation to a partial termination under Clause 10.7 (Partially ending and suspending the contract) of the Core Terms or a Service Exclusion under Paragraph 5 of Call-Off Schedule 26 (Buyer Remedies); and

3.6.4 the reduction in the Charges shall reflect the removal of the relevant Deliverables referred to in the notice of partial termination or referred to in the Service Exclusion Notice (as the case may be).

4 Exit Plan

4.1 The Supplier shall, within three (3) Months after the Mobilisation Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Call-Off Schedule 10 (Exit Management) 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;

4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;

4.3.3 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;

4.3.4 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;

4.3.5 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;

4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;

4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;

4.3.8 proposals for the disposal of any redundant Deliverables and materials;

4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and

4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier, in line with the provisions set out in the Core Terms Clauses 9 (Intellectual Property Rights (IPRs) and 14 (Data protection).

4.4 The Supplier shall submit a revised Exit Plan to the Buyer Authorised Representative for acceptance:

4.4.1 every six (6) months in the first (1st) Contract Year and, thereafter every twelve (12) months for the remainder of the Call-Off Contract Period; and

(a) no later than ten (10) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;

(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 five (5) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and

4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly, and in any event within five (5) Working Days, 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 Call-Off Contract.

4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5 Termination Assistance

5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Call-Off Contract Period by giving written notice to the Supplier (a **"Termination Assistance Notice"**) at least four (4) Months prior to the Expiry Date or, in the case of a notice or partial termination or a Service Exclusion Notice, as soon as reasonably practicable following the service by either Party of a notice of partial termination or a Service Exclusion Notice (as the case may be) and in any event at least one (1) Month prior to the Expiry Date. The Termination Assistance Notice shall specify:

5.1.1 the nature of the Termination Assistance required; and

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 six (6) Months after the End Date expiry of the initial Termination Assistance Period as notified in accordance with Paragraph 5.1.2; 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 have not agreed 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 Call-Off Schedule and the last Buyer Approved version of the Exit Plan (insofar as it still applies).

5.5 The Supplier's obligations in relation to the Termination Assistance Period are in addition to its obligations otherwise in relation to expiry or termination of the Call-Off Contract.

6 Termination Assistance Period

6.1 Throughout the Termination Assistance Period the Supplier shall:

6.1.1 continue to Deliver the Deliverables (as applicable until the Expiry Date or, if earlier, the date of termination of the Call-Off Contract) and otherwise perform its obligations under this Call-Off 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, Deliver the Deliverables and the Termination Assistance at no detriment to the Performance Measures, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Call-Off Contract;

6.1.5 at the Buyer's request and on reasonable notice, deliver an up-to-date Register 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.

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 Key Performance Indicators. the Parties shall vary the relevant Key Performance Indicators and/or the applicable KPI Credits accordingly.

7 Obligations when the contract is terminated

7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.

7.2 Upon termination or expiry 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 Comply with its obligations under the Exit Plan and Call-Off Schedule 2 (Staff Transfer);

7.2.2 vacate any Buyer Premises (leaving such Buyer Premises in a clean, safe and tidy condition);

7.2.3 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;

7.2.4 provide to the Buyer information and other things which are in its possession at the time of termination, partial termination or Service Exclusion (as the case may be) which the Call-Off Contract states are to be provided at the end of the Service Period;

7.2.5 provide to the Buyer all data and supporting files required to replicate its reporting obligations, including but not limited to the data models in an acceptable and agreed industry standard format as well as the unique reporting file that support the production of the reports

7.2.6 transfer to the Buyer all Intellectual Property Rights in data, supporting files and reports referred to above and (or procures the grant of a perpetual, irrevocable, royalty free, unrestricted licence including the right to sub-license in circumstances where a transfer of Intellectual Property Rights is not possible);

7.2.7 transfer to the Buyer all Intellectual Property Rights in the New IPRs and the Specially Written Software together with and including its Source Code and the Software Supporting Materials (or procures the grant of a perpetual, irrevocable, royalty-free, unrestricted licence including the right to sub-license in circumstances where a transfer of Intellectual Property Rights is not possible) as required under Paragraph 9 of Call-Off Schedule 6 (ICT Services) and deliver to the Buyer all embodiments of the Specially Written Software and the New IPRs, including both Source Code and Object Code forms and all related Software Supporting Materials;

7.2.8 procure that all licences for Third Party Software shall be assigned or novated (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 or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available. Where the Supplier owns the COTS Software it shall make available the COTS Software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available. Where a third party is the owner of COTS Software the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such Software is usually made commercially available; and

7.2.9 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 Delivery 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 Call-Off 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.

8 Assets, Sub-Contracts and Software

8.1 Following notice of termination of this Call-Off 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 Register 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

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 a contract) of the Core Terms 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 Call-Off Schedule 10 (Exit Management).

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 Supplier as follows:

10.1.1 the amounts shall be annualised and divided by three hundred and sixty-five (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

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

Annex 1 - **Scope of the Termination Assistance**

1 Scope of Termination Services

1.1 The Termination Services to be provided by the Supplier shall include such of the following services as the Buyer may specify:

1.1.1 ceasing all non-critical Software changes (except where agreed in writing with the Buyer);

1.1.2 notifying the Subcontractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;

1.1.3 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 and/or the Replacement Supplier after the end of the Termination Assistance Period;

1.1.4 delivering to the Buyer the existing systems support profiles, monitoring or system logs, problem tracking/resolution documentation and status reports all relating to the twelve (12) Month period immediately prior to the commencement of the Termination Assistance;

1.1.5 providing details of work volumes and staffing requirements over the twelve (12) Month period immediately prior to the commencement of the Termination Services;

1.1.6 with respect to work in progress as at the end of the Termination Assistance Period, documenting the current status and stabilising for continuity during transition;

1.1.7 providing the Buyer with any problem logs which have not previously been provided to the Buyer;

1.1.8 providing assistance and expertise as necessary to examine all governance and reports in place for the Delivery of the Deliverables and re-writing and implementing these during and for a period of twelve (12) Months after the Termination Assistance Period;

1.1.9 providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the Delivery of the Deliverables and re-writing and implementing these such that they are appropriate for the continued Delivery of the Deliverables after the Termination Assistance Period;

1.1.10 reviewing all Software libraries used in connection with the Deliverables and providing details of these to the Buyer and/or the Replacement Supplier;

1.1.11 making available to the Buyer and/or the Replacement Supplier expertise to analyse training requirements and provide all necessary training for the use of tools by such Staff as are nominated by the Buyer (acting reasonably) at the time of termination or expiry;

1.1.12 assisting in establishing naming conventions for any new production site;

1.1.13 analysing and providing information about capacity and performance requirements, processor requirements and bandwidth requirements, and known planned requirements for capacity growth across these areas;

1.1.14 generating a computer listing of the Source Code of relevant Software in a form and on media reasonably requested by the Buyer;

1.1.15 agreeing with the Buyer a handover plan for all of the Supplier's responsibilities as set out in the Security Management Plan;

1.1.16 delivering copies of the production databases (with content listings) to the Buyer's and/or the Replacement Supplier's operations Staff (on appropriate media) as reasonably requested by the Buyer, inclusive of, but not limited to all Data tables, relevant Data models (inclusive of all data transformations) and individual report files (to be COTS Software) if not yet provisioned to the Buyer or the Integrator;

1.1.17 assisting with the loading, testing and implementation of the production databases;

1.1.18 assisting in the execution of a parallel operation until the effective date of expiry or termination of this Call-Off Contract;

1.1.19 in respect of the maintenance and support of the Supplier System, providing historical performance data for the previous twelve (12) Months;

1.1.20 assisting in the execution of a parallel operation of the maintenance and support of the Supplier System until the end of the Termination Assistance Period or as otherwise specified by the Buyer (provided that these Deliverables shall end on a date no later than the end of the Termination Assistance Period);

1.1.21 providing an information pack listing and describing the Deliverables for use by the Buyer in the procurement of the Replacement Services;

1.1.22 answering all reasonable questions from the Buyer and/or the Replacement Supplier regarding the Deliverables;

1.1.23 agreeing with the Buyer and/or the Replacement Supplier a plan for the migration of the Buyer Data to the Buyer and/or the Replacement Supplier;

1.1.24 providing access to the Buyer 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 Deliverables to the Buyer and/or the Replacement Supplier:

(a) to information and documentation relating to the Transferring Deliverables that is in the possession or control of the Supplier or its Subcontractors (and the Supplier agrees and shall procure that its Subcontractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and

(b) following reasonable notice and during the Supplier's normal business hours, to members of the Supplier Staff who have been involved in the provision or management of the Deliverables and who are still employed or engaged by the Supplier or its Subcontractors; and

1.1.25 knowledge transfer services, including:

(a) transferring all training material and providing appropriate training to those Buyer and/or Replacement Supplier Staff responsible for internal training in connection with the Delivery of the Deliverables;

(b) providing for transfer to the Buyer and/or the Replacement Supplier of all knowledge reasonably required for the Delivery of the Deliverables which may, as appropriate, include information, records and documents; and

(c) providing the Supplier and/or the Replacement Supplier with access to such members of the Supplier's or its Subcontractors' personnel as have been involved in the design, development, Delivery or management of the Deliverables and who are still employed or engaged by the Supplier or its Subcontractors.

1.2 The Supplier shall:

(a) provide a documented plan relating to the training matters referred to in Paragraph 1.1.11 for agreement by the Buyer at the time of termination or expiry of this Agreement;

(b) co-operate fully in the execution of the handover plan agreed pursuant to Paragraph 1.1.15, providing skills and expertise of a suitable standard; and

(c) fully co-operate in the execution of the Buyer database migration plan agreed pursuant to Paragraph 1.1.23, providing skills and expertise of a reasonably acceptable standard.

1.3 To facilitate the transfer of knowledge from the Supplier to the Buyer and/or its Replacement Supplier, the Supplier shall provide a detailed explanation of the procedures and operations used to Deliver the Deliverables, the change management process and other standards and procedures to the operations personnel of the Buyer and/or the Replacement Supplier.

1.4 The information which the Supplier shall provide to the Buyer and/or the Replacement Supplier pursuant to Paragraph 1.1.25 shall include:

1.4.1 copies of up-to-date procedures and operations manuals;

1.4.2 product information;

1.4.3 agreements with third party suppliers of goods and services which are to be transferred to the Buyer and/or the Replacement Supplier;

1.4.4 key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Buyer pursuant to this Call-Off Schedule 10 (Exit Management);

1.4.5 information regarding any unresolved faults in progress at the commencement of the Termination Assistance Period as well as those expected to be in progress at the end of the Termination Assistance Period;

1.4.6 details of physical and logical security processes and tools which will be available to the Buyer;

1.4.7 any relevant interface information; and

1.4.8 Data dictionary, appropriate mapping tables (data lineage) for all databases and data models built and used for Delivering the Deliverables to the Buyer.

1.5 During the Termination Assistance Period the Supplier shall grant any agent or personnel (including employees, consultants and Suppliers) of the Replacement Supplier and/or the Buyer access, during business hours and upon reasonable prior written notice, to any Sites for the purpose of effecting a prompt knowledge transfer provided that:

1.5.1 any such agent or personnel (including employees, consultants and suppliers) having access to any Sites pursuant to this Paragraph 1.5 shall:

(a) sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require); and

(b) during each period of access comply with the security, systems and facilities operating procedures of the Supplier relevant to such Site and that the Buyer deems reasonable; and

1.5.2 the Buyer and/or the Replacement Supplier shall pay the reasonable, proven and proper costs of the Supplier incurred in facilitating such access.

Call-Off Schedule 13 (Mobilisation Plan and Testing) (V3)

1 Definitions

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

n

“Achieved”	means in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved", "Achieving" and "Achievement" shall be construed accordingly,"
"Buyer Supply Chain Member"	has the meaning given in Paragraph 1 of Call-Off Schedule 34 (Special Terms).
“Baseline Security Requirements”	means those requirements set out at Annex 1 to Call-Off Schedule 9 (Security) or as notified by the Buyer to the Supplier from time to time (which shall not constitute a Variation).
"Buyer’s CAFM System"	has the meaning given in Call-Off Schedule 20 (Specification)
"Buyer Critical Milestone"	a Mobilisation Deliverable which is set out at Annex 1a of this Call-Off Schedule 13 (Mobilisation) and required to be included in the Supplier’s Approved Milestone Schedule and references to **"Buyer Critical Milestones"**, **"Buyer Critical Milestone"** or **"Buyer Critical Milestones"** in this Call-Off Contract shall be construed accordingly.

"Buyer Responsibility"	means a dependency identified by the Supplier on the Buyer in an Approved Mobilisation Plan and any references to **"Buyer Responsibilities"**, **"Buyer Responsibility"** or **"Buyer Responsibilities"** in this Call-Off Contract shall be construed accordingly.
"Buyer Stakeholders"	means the Buyer Supply Chain Members, the Buyer’s estates team, end users of Buyer Premises, the Integrator and the Incumbent Supplier and references to "**Buyer Stakeholder**" shall be construed accordingly.
CAFM System	the Buyer’s CAFM System or the Supplier’s CAFM System or both as the context of this Call-Off Contract requires and references to CAFM shall be construed accordingly.

"Cutover"	means any obligation including service, task, activity, obligation or any other thing the need for which was identified prior to the Start Date
"Cutover Deliverable"	means activities which were required to be but were not provided by the Incumbent Supplier before the Start Date and which are required to be provided by the Supplier under this Call-Off Contract.
"Cutover Delivery Team"	means a dedicated team appointed by the Supplier to plan deliver and execute all legacy work transitioned from the Incumbent Suppliers.
"Cutover Task Orders"	has the meaning given in Paragraph 1.1.1(a)(v) of this Call-Off Schedule.
"Critical Path Milestone"	means those Milestones which the Supplier identifies as necessary to achieve delivery of Mobilisation by the Start Date including, without limitation the Buyer Critical Milestones.
"Critical Path Milestone Cap"	has the meaning given to it in Paragraph 5.6 of this Call-Off Schedule.
"Delay"	means: (1) a delay in the Achievement of a Milestone by its Milestone Date; or (2) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Mobilisation Plan.
"Delay Payments"	means the amount (if any) payable for each day of Delay by the Supplier to the Buyer in respect of a Delay as specified in Annex 1a of this Call-Off Schedule 13
"Existing Security Contract"	means the contract dated 11 December 2017 between (1) the Buyer and (2) the Incumbent Supplier relating to the provision of certain security services.
"Governance Plan"	means the governance at a programme and workstream level (including meeting terms of reference, attendees, reporting and cadence) for the Mobilisation Period.
"Incumbent Supplier"	means G4S Secure Solutions (UK) Limited (company number 1046019).
"Milestone Completion Date"	the actual date on which the relevant Milestone has been Achieved.

"Milestone Date"	the target date set out against the relevant Milestone in the Supplier's accepted Milestone Schedule by which the relevant Milestone must be Achieved and references to **"Milestone Dates"** in this Call-Off Contract shall be construed accordingly.
"Milestone Deliverables"	the Milestone activities identified by the Supplier under or in relation to the Mobilisation Plan that need to be Delivered by a specific date as Approved by the Buyer and; an item, element or feature of a Milestone against which a Milestone reference ("Milestone Ref") is made in column C of the Milestone Schedule.
"Milestone Payment"	a payment identified in the Mobilisation Plan to be made following the issue and acceptance of a Satisfaction Certificate in respect of the Supplier.
"Milestone Ref"	has the meaning given in Joint Schedule 1 (Definitions)
"Milestone Schedule"	means the Supplier's Approved schedule in the form of [Annex 1b] of this Call-Off Schedule and forming part of the Mobilisation Plan Approved by the Buyer.
"Mobilisation"	means the planning, preparation and resourcing of all activities to ensure that the Supplier provides the Deliverables on and following the Start Date fully in accordance with the terms of this Call-Off Contract and references to "**Mobilise**" and "**Mobilises**" shall be construed accordingly.
"Mobilisation Period"	is the period commencing at the Mobilisation Start Date and ending on the completion of all Mobilisation Deliverables.
"Mobilisation Plan"	means the plan for provision of the Mobilisation Deliverables set out in this Call-Off Schedule and includes the Supplier's completed Milestone Schedule incorporating the Buyer's Critical Milestones.
"Mobilisation Start Date"	means [ ] unless the Buyer nominates a later date.
"Mobilisation Strategy"	means the part of the Mobilisation Plan based on Annex 1c Mobilisation and Implementation Solution of this Call-Off Schedule.
"Phased Mobilisation"	Due to the interdependencies between the SCC and the Buyer BSCMs, the mobilisation will be completed in phases, as outlined in the Buyer Critical Milestones Annex 1a to support the system development and integration Milestone Dates of the BSCMs. The phases include the initial setup of the SCC (phase 1), the connection of newly installed CSI systems (proof of concept) and the migration off all other services from the incumbent supplier to the SCC (phase 2).

"Police URN"	Unique reference numbers (URNs) are issued by police forces for security systems or devices that receive a police response.
"Police Forces Requirements"	The Police Forces requirements are detailed in the National Police Chiefs Council (NPCC) security systems policy which includes application processes and charges to be found at this link –: NPCC Security Systems Policy (policesecuritysystems.com)
"Proof of Concept Period"	The proof of concept period, commences upon completion of Buyer Critical Milestones Annex 1a Phase 1. During the Proof of Concept period, the SCC will connect newly installed CSI system(s) to prove all monitoring and workflows are working within a live environment.
"Satisfaction Certificate"	a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when the Mobilisation Deliverable or Milestone has satisfied its relevant Test Success Criteria;
"Service Delivery Plans"	means the service delivery plans described in [Works Package A] of Call-Off Schedule 20 (Specification) and references to "**Service Delivery Plan**" will be construed accordingly.
"Supplier CAFM System"	means the Supplier's computer aided facilities management system.
"UAT Test Strategy"	means the strategy developed to address the requirements set out at Table 1.1 in Annex 2 to this Call-Off Schedule.
"Workstream"	means a category of Mobilisation Deliverables as referenced in column A of Annex 1a to this Schedule.

2 Mobilisation Overview

2.1 The Supplier shall provide the Milestone Deliverables relating to the Mobilisation Period from the Mobilisation Start Date and throughout the Mobilisation Period. The Supplier shall undertake all Mobilisation Deliverables to achieve Mobilisation pursuant to the Mobilisation Plan as Approved by the Buyer and in accordance with the terms of this Call-Off Schedule and the Call-Off Schedule 20 (Specification).

2.2 This Call-Off Schedule outlines the Milestone Deliverables to be Delivered to achieve Mobilisation including, without limitation, of all supporting Work Packages, Call-Off Schedules and all supplementary Tender Documents. It shall be the Supplier's responsibility to review and identify all the required activities (including, without limitation, Milestone Deliverables) required under or in relation to this Call-Off Contract to ensure a successful Mobilisation Period.

2.3 All Security Control Centre service requirements detailed in Annex-A- Deliverables-Matrix to Call-Off Schedule 20 (Specification) and Attachment 4 -Pricing Matrix are to be finalised during the Mobilisation Period, with reference to Paragraph 5 of Call-Off Schedule 34 (Special Terms) and Paragraph 22 of Call-Off Schedule 5 (Pricing Details) to account for any

changes in the Buyer's Estate or the service requirements during this procurement.

2.4 This Call-Off Schedule outlines key activities including but not limited to the formation and agreement of and changes to the Mobilisation Plan and Delivery of the Milestone Deliverables.

2.5 Annex 1a Phase 1 & Phase 2 of this Call-Off Schedule sets out the Buyer Critical Milestones which the Supplier shall incorporate into the Mobilisation Plan. The Supplier shall identify all Milestone Deliverables (including, without limitation, the Buyer Critical Milestones) required to implement the organisation structure, ways of working, systems, processes, procedures and policies for Mobilisation of the Deliverables.

2.6 As part of the Phased Mobilisation, the Supplier is required to ensure sufficient resources and the required software/systems are available to support the testing of the SCC monitoring and workflows during the Proof of Concept Period, to meet the number of sites identified for Proof of Concept in the Buyers Estate during that period as outlined in Paragraph 2.3.

2.7 In relation to compliance with the Mobilisation Plan and Delivery of the Milestone Deliverables shall be of the essence and a failure by the Supplier to comply with the Mobilisation shall be a material Default under this Call-Off Contract.

2.8 The Supplier must provide a detailed written statement of strategy for achieving the Mobilisation Plan by the Mobilisation Start Date, building on the Supplier's strategy articulated in Further Competition in accordance with Annex 1c Mobilisation Strategy Implementation Solution to this Call-Off Schedule.

3 The Mobilisation Plan

3.1 The first Mobilisation Plan has been provided by the Supplier as part of the Call-Off Tender. The Supplier shall revise the first Mobilisation Plan and shall submit the revised Mobilisation Plan to the Buyer within ten (10) Working Days of the Mobilisation Start Date of Phase 1 and Phase 2, for acceptance by the Buyer within the timescales referred to in this Paragraph 3.1 or Paragraph 4.3 (as the case may be) of this Call-Off Schedule. The Mobilisation Plan shall be revised regularly in accordance with Paragraphs 4.1 to 6 of this Call-Off Schedule.

3.2 The Mobilisation Plan shall include Milestones to be Achieved and included in the "Mobilisation" tab of the Pricing Matrix against which the Supplier will be paid during the Mobilisation Period.

3.3 The Mobilisation Plan (submitted for Approval by the Buyer) shall identify and/or provide:

3.3.1 proposed Milestone Deliverables and the Milestone Dates for each Milestone (in accordance with the outlined Mobilisation Plan Minimum Template Requirements in Table 1 Annex 1b);

3.3.2 the Mobilisation Strategy;

3.3.3 Milestone Dates against each Milestone;

3.3.4 Buyer Critical Milestones;

3.3.5 Critical Path Milestones;

3.3.6 all Milestone Deliverables;

3.3.7 all associated Work Packages and service elements within the scope of the Mobilisation Plan;

3.3.8 all information in sufficient level of detail to demonstrate the effective planned management of the Mobilisation Period; timescales for the development of a Business Continuity and Disaster Recovery plan;

3.3.9 such further information as the Buyer may otherwise require;

3.3.10 all dependencies known to, or which should reasonably be known to, the Supplier and how they have been taken account of;

3.3.11 any Buyer Responsibility; and

3.3.12 timelines to develop and implement all reporting data feeds into the Buyer's CAFM System as outlined in Work Package E – E1 Alarmed Response Centre – Security Control Centre Reports;

(i) Daily Reports as defined in Work Package E;

(ii) Weekly Reports as defined in Work Package E;

(iii) Weekly Reports as defined in Work Package E;

(iv) Ad hoc reporting requirements;

(v) self-service reporting capability;

(vi) Performance measurement and reporting;

(vii) Risk management;

(viii) Framework MI reporting.

3.4 Where the Supplier identifies a Buyer Responsibility in the Mobilisation Plan, linked to the delivery of a Milestone Deliverable, the Supplier shall identify the time by which the Buyer is required to act and the potential impact on Mobilisation if the relevant Buyer Responsibility is not addressed. The Buyer may reject a Mobilisation Plan which includes a proposed Buyer Responsibility where it considers that the proposed Buyer Responsibility does not identify a matter which is (or should be) the responsibility of the Buyer or that Achievement of the relevant Milestone Deliverable is not (or should not be) dependent upon the proposed Buyer Responsibility.

4 Revisions to the Mobilisation Plan

4.1 The Supplier shall show on the Mobilisation Plan submitted for Approval under or in relation to this Paragraph 3 the information required pursuant to this Call-Off Schedule 13 (Mobilisation) and Call-Off Schedule 20 (Specification) including (without limitation) the Supplier's completed Milestone Schedule.

4.2 Within ten (10) Working Days of the Supplier submitting the first revised Mobilisation Plan for Approval by the Buyer pursuant to Paragraph 3.1 and within five (5) Working Days of submission of any subsequent revised Mobilisation Plans, the Buyer shall notify the Supplier of the Approval of the Mobilisation Plan or the reasons for not Approving it. Reasons for not Approving a Mobilisation Plan include (but are not limited to):

4.2.1 the Supplier's plans are not practicable;

4.2.2 the Supplier's plan will not enable the Supplier to deliver Mobilisation in accordance with the Call-Off Contract; and

4.2.3 it does not comply with the Call-Off Schedule 20 (Specification) and/or this Call-Off Schedule 13 (Mobilisation).

If the Buyer does not accept the Mobilisation Plan, the Supplier shall submit a revised Mobilisation Plan within the timeframe specified by the Buyer in its notice confirming the revised Mobilisation Plan has not been Approved.

4.3 The Supplier shall submit a revised Mobilisation Plan to the Buyer for Approval:

4.3.1 within 5 Working Days of the date of notification from the Buyer instructing the Supplier to resubmit the Mobilisation Plan; and

4.3.2 when the Supplier chooses to for the purpose of efficacy of Mobilisation or to expedite or avoid delay.

Where the Buyer has not accepted a previously submitted Mobilisation Plan, the failure by the Supplier to submit a revised Mobilisation Plan that the Buyer accepts shall be a Default.

4.4 The Supplier shall state the Milestone Deliverables and Milestone Dates shall be stated by the Supplier in the Milestone Schedule which shall incorporate the Buyer Critical Milestones referred to in Annex 1a Phase 1 & Phase 2 to this Call-Off Schedule. A Milestone Date contained in a Mobilisation Plan previously Approved by the Buyer shall not change unless a change to the Milestone Date is Approved in writing by the Buyer. A reason for accepting a change to a Milestone Date shall be that the change is necessary because Achievement of the Milestone has been or will be delayed by a Buyer Responsibility, Buyer Cause or a default by the Integrator.

4.5 The Supplier shall include the Buyer's changes and comments in each revised version of the Mobilisation Plan.

4.6 Where a revision to the Mobilisation Plan is Approved by the Buyer the Supplier shall ensure that the Approved form of the Mobilisation Plan uploaded to the Buyer's nominated SharePoint site within two (2) Working Days of Approval of the relevant revisions.

5 Achieving a Milestone – Payment Deliverable – payment and adjustments

5.1 Milestones shall be achieved by the Milestone Date for each Milestone. Milestone Dates shall not be changed without the prior Approval of the Buyer pursuant Paragraphs 4.1 to 4.5 of this Call-Off Schedule.

5.2 When the Supplier considers that it has Achieved a Milestone Deliverable, the Supplier shall submit Supporting Documentation to the Buyer to demonstrate that the Supplier has Achieved such Milestone Deliverable. Where the Buyer considers that a Milestone Deliverable has been Achieved the Buyer shall issue a Satisfaction Certificate in accordance with Annex 4: Satisfaction Certificate of this Call-Off Schedule accordingly.

5.3 Where:

5.3.1 a Milestone Payment is stated in the Mobilisation Schedule for Achievement of a Milestone Deliverable; and

5.3.2 Milestone (or part), upon issue of the Satisfaction Certificate for the relevant Milestone Deliverable,

the Supplier may include such payment (after deduction of any applicable Delay Payment) in its application for payment before the assessment date next following the issue of the Satisfaction Certificate. A Milestone Payment shall be a fixed amount for Achievement of the Milestone Deliverable to which the payment relates. subject to any deduction under Paragraph 5.6.

5.4 Where the Buyer considers that a Milestone Deliverable has not been Achieved the Buyer shall notify the Supplier accordingly with reasons. Where the Supplier has failed to provide

Supporting Documentation or fails to provide further Supporting Documentation, the Supplier acknowledges and agrees that any such failure shall be grounds for the Buyer not to issue a Satisfaction Certificate.

5.5 The Supplier shall provide early warning if it considers that there is or is likely to be a delay to the Achievement of a Milestone or in delivery of the Mobilisation Plan as soon as reasonably practicable, and in any event no later than two (2) Working Days from becoming aware of the delay or anticipated delay. The Supplier shall:

5.5.1 include in its notification to the Buyer an explanation of the actual or anticipated impact of the delay and proposed remediation;

5.5.2 revise the proposed remediations within two (2) Working Days following receipt of comments from the Buyer;

5.5.3 (at no additional cost to the Buyer) comply with the Buyer's instructions (if any) as regards the delay or anticipated delay; and

5.5.4 implement the remediation plan (including the Buyer's comments on the same); and

5.5.5 provide a 'by exception' report to the Buyer which will include documentation, data and evidence to demonstrate the effectiveness of the remediation actions used to address the delay or anticipated delay including the outcome of the remediation plan,

provided always that nothing in this Paragraph 5.5 shall prevent the Buyer claiming or being entitled to Delay Payments under or in relation to this Call-Off Contract.

5.6 Where a Critical Path Milestone is not Achieved by the relevant Milestone Date, the Supplier shall pay or allow by way of a deduction a Delay Payment calculated for each day of delay as stated in the Mobilisation Plan calculated from the Milestone Date until the date when the Milestone Deliverable is Achieved provided that any Delay Payment shall not exceed 25% of the total available Milestone Payment for the relevant Milestone Deliverable (the "Critical Path Milestone Cap").

5.7 The Supplier acknowledges and agrees that a Delay Payment is an adjustment to the price, and not an estimate of the Buyer's loss resulting from the delay to Achievement of the relevant Milestone Deliverable.

5.8 A Delay Payment shall be the Buyer's exclusive financial remedy in respect of a failure by the Supplier to Achieve a Critical Path Milestone by the Milestone Date save where the Buyer is entitled to terminate this Call-Off Contract.

5.9 Where:

5.9.1 the Supplier has eroded (in full) a Critical Path Milestone Cap in respect of the relevant Critical Path Milestone; and/or

5.9.2 fails to Achieve Mobilisation of the Milestone Deliverables by the Start Date,

the Supplier acknowledges and agrees the Buyer shall be entitled to terminate this Call-Off Contract for material Default.

5.10 No act, omission or failure to act by the Buyer shall prejudice or be deemed to be a waiver of the right of the Buyer to recover a Delay Payment.

5.11 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 of the Core Terms.

6 Mobilisation Process

6.1 The Supplier shall:

6.1.1 ensure that the Supplier Authorised Representative is appointed no later than the Mobilisation Start Date. The Supplier Authorised Representative shall be responsible for the management of the Mobilisation Period, to ensure that the Mobilisation Period is planned and resourced adequately and will act as a point of contact during the Mobilisation Period;

6.1.2 submit a draft Governance Plan;

6.1.3 set out in detail how it will work with:

(i) the Incumbent Supplier;

(ii) the Integrator;

(iii) other Buyer Supply Chain Members; and

(iv) the Buyer's Authorised Representative

to capture all key dependencies, interdependencies and risks/issues associated with the transition of the relevant equivalent services provided by the Incumbent Supplier to the Deliverables under this Call-Off Contract;

6.1.4 work with the Incumbent Suppliers, Buyer Supply Chain Members and Buyer to assess the scope of the Deliverables and prepare a plan which demonstrates how they will mobilise the Deliverables to be Delivered from the Start Date;

6.1.5 submit with the Mobilisation Plan revised pursuant to Paragraph 3.1 (and thereafter maintain throughout the Mobilisation Period) a communications plan addressing, inter alia the frequency, responsibility for and nature of communications with the Buyer and all affected Buyer Stakeholders for Approval by the Buyer;

6.1.6 submit with the Mobilisation Plan revised pursuant to Paragraph 3.1 (and thereafter maintain throughout the Mobilisation Period) a report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants. The format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to understanding the operating requirements of the occupiers when preparing these programmes which are subject to Approval by the Buyer;

6.1.7 provide each of the Milestone Deliverables identified in the Mobilisation Plan by the date assigned to that Milestone Deliverable in the Mobilisation Plan, to ensure that each Milestone Deliverable identified in the Mobilisation Plan is Achieved on or before its Milestone Date;

6.1.8 manage and report the Supplier's actual progress against the Mobilisation Plan, agreeing the cadence and output during the Mobilisation Period with the Buyer;

6.1.9 provide data and evidence to enable the Buyer and the Buyer Authorised Representative to monitor the Supplier's performance against the Mobilisation Plan, Milestone Deliverables, activities and dates. The Supplier acknowledges the Buyer may also use data and evidence from Buyer Supply Chain Members and the Buyer Stakeholders;

6.1.10 prepare and submit as part of the Mobilisation Plan submitted pursuant to Paragraph 3.1 and thereafter maintain throughout the Mobilisation Period a Mobilisation risk, actions, issues and decisions register which is aligned fully to the Buyer's approach to risk. Such register shall detail how risks, actions, issues and decisions will be effectively communicated to the Buyer in order to mitigate them;

6.1.11 regularly review and submit for Approval revisions to the Mobilisation Plan to reflect progress, risk mitigation measures and any deviations from Milestone Deliverables and the date such Milestone Deliverables should be Delivered by. Changes to the Milestone Deliverables or the date such Mobilisation Deliverables should be Delivered by within the Mobilisation Plan shall not be made without the prior written Approval of the Buyer;

6.1.12 attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with Buyer's requirements during the Mobilisation Period. Mobilisation meetings shall be chaired by the Buyer (unless agreed otherwise) and all meeting minutes and actions shall be kept and published by the Supplier, issued electronically and stored on a central SharePoint location specified and supplied by the Buyer;

6.1.13 ensure that all risks associated with the Mobilisation Period are mitigated to ensure a seamless transition between the services provided by the Incumbent Supplier and Delivery by the Supplier of the Deliverables under this Call Off Contract;

6.1.14 liaise with the Incumbent Suppliers and BSCMs to enable the completion of Mobilisation; and

6.1.15 Mobilise all Deliverables prior to the Start Date.

7 Interaction with Buyer Stakeholders during the Mobilisation Period

7.1 The Supplier shall:

7.1.1 provide a detailed Mobilisation organisation structure (including Subcontractors utilised to support Mobilisation) five (5) Working Days after the Mobilisation Start Date;

7.1.2 Clearly outline planned Mobilisation activities and relationship interface requirements with the Integrator and BSCMs to define and implement workflow interdependencies;

7.1.3 Undertake remote testing to validate the Services that it will provide for each of the Buyer Premises or co-location (shared premises with other tenants) as per the agreed Milestone Date.

7.1.4 seek and obtain the Approval of the Buyer for remove testing of assets on

Buyer Premises during the Mobilisation Period;

7.1.5 familiarise itself with all of the Buyer Premises and the needs of each building or co-location users across the entire portfolio before the Start Date; and

7.1.6 ensure that it is appropriately equipped to deal with the level of Buyer Stakeholder management required, including (but not limited to):

(i) effective liaison with Buyer Stakeholders; and

(ii) reporting requirements outlined in Work Package A – Service A9 Reporting and Work Package A - Annex X Reporting Requirements to Call-Off Schedule 20 (Specification) including, without limitation:

a) co-ordination and provision of Services;

b) Reporting requirements outlined in Work Package E;

c) Contract Governance (Work Package A – Service A19 in Call-Off Schedule 20 (Specification)); and

d) management and resolution of Buyer Stakeholder issues

7.2 Further details of the Buyer Stakeholder management requirements may be provided by the Buyer during the Mobilisation Period and the Supplier shall comply with such further details and requirements.

7.3 The Supplier shall ensure that all the necessary arrangements to allow continuous operation of Buyer Premises by the users of such Buyer Premises are in place by the Start Date.

8 Milestone Deliverables

8.1 Mobilisation

8.1.1 Mobilisation shall be completed by the Start Date (unless extended by the Buyer).

8.1.2 The Supplier shall produce a Mobilisation Plan which delivers all Mobilisation Deliverables required pursuant to the terms of this Call-Off Contract including, without limitation, those outlined in Annex 1a Phase 1 & Phase 2 (Buyer Critical Milestones) within the agreed required Milestone Date. This includes, without limitation, Milestones for:

(i) (M1) Mobilisation governance;

(ii) (M2) Business Continuity and Disaster Recovery;

(iii) (M3) service delivery;

(iv) (M4) asset management;

(v) (M5) compliance, health and safety;

(vi) (M6) systems, helpdesk and reporting;

(vii) (M7) people and staffing; and

(viii) (M8) service improvement.

8.1.3 During the Mobilisation Period:

(i) the Incumbent Supplier shall remain fully responsible for all existing false alarm management and maintenance services under the Existing Security Contract until the Start Date or as otherwise formally agreed with the Buyer;

(ii) the Buyer will:

a) inform the Supplier of interface requirements with the relevant Buyer Supply Chain Members support the phasing and transition of other Buyer Supply Chain Contracts including, without limitation, in relation to the Security Guarding and TFM Contracts, where the Supplier is required to agree process flows and ways of working; and

b) on reasonable written request from the Supplier and without any obligation or requirement to incur any material cost or expense, use its reasonable endeavours to assert the rights under the Existing Security Contract to facilitate cooperation between the Supplier and the Incumbent Supplier where cooperation between the Supplier and the Incumbent Supplier is required pursuant to this Call-Off Schedule 13.

(iii) The Supplier shall:

a) work cooperatively and in partnership with the Buyer, Incumbent Suppliers and any other Buyer Supply Chain Members where applicable, to understand the scope of required works and services to ensure a mutually beneficial handover to the Supplier;

b) identify all required decisions, agreements and activities to successfully mobilise all Deliverables and Work Packages (as more particularly described in the Specification);

c) insert reference to all associated Work Packages and Call-Off Contract elements within the scope of its Mobilisation Plan;

d) work with the Buyer, Buyer Supply Chain Members and the Integrator to ensure the Supplier System, Supplier helpdesk and reporting on the Delivery of Milestone Deliverables support timely integration to the Buyer's CAFM System, optimising service delivery and ensuring not disruption to delivery of works or services.

e) be responsible for integration of all appropriate data feeds linked to the Supplier's service delivery model, necessary to enable integrated reporting;

f) work collaboratively with the Buyer, Integrator and the Security Guarding Supplier to define and implement workflows and processes (including, without limitation a digital equipment register from the Security Guarding Supplier) to track, manage and integrate all Body Worn Cameras, private mobile radio devices, smart devices and any other related security guarding equipment or

systems that is to be integrated with the SCC.

g) implement all Buyer approved working practices, policies, procedures, and methods to deliver the standards and processes to fulfil all of the requirements of this Call-Off Contract in a safe, compliant and timely manner;

h) Support, develop and align with workflow interface requirements with the relevant BSCMs where agreeing process flows and ways of working;

8.1.4 Services supporting delivery will be provisioned within the Supplier's secure environment or datacentre. The Supplier will provide all system infrastructure to host the services at their premises or a datacentre. The premises or datacentres will be capable of hosting all the systems standard and disaster fail-over requirements to ensure the system and all data has resilience to a single failure. Where datacentres are to be used these need to be fully detailed and agreed with the Buyer's Digital and Security teams during the Mobilisation Period.

8.1.5 Any bandwidth thresholds or limitations when using the Buyer's IT Network must be agreed during the Mobilisation Period to ensure the Supplier's code of connection devices connected to the Buyer's network have no impact to the Buyer's business as usual requirements of the IT Network.

8.1.6 The Supplier shall:

(i) prepare detailed plans for the transfer of passwords and codes for security systems in the Mobilisation Period to ensure the Supplier is able to complete all relevant monitoring and testing activities (taking into account the de-mobilisation plan from the Incumbent Supplier) to ensure handover of all information required is included, strictly adhering to the Buyer data transfer policies and procedures, to ensure the safe transfer of data. The Supplier shall include the following and any other passwords, usernames and codes required to complete the transfer:

a) transfer of all passwords, codes and key management systems information;

b) intruder alarm remote engineer code transfers to enable Remote Servicing Suit (RSS);

c) VSS logon details for local and remote access;

d) access control details for local and remote access; and

e) any other relevant software or security system usernames, passwords or codes

(ii) Agree with the Buyer (in detail) any processing of signals received from sites with legacy security system communication devices (not completed to the Buyer's Performance Specification for Electronic Security Systems) during the Mobilisation Period;

(iii) Provide appropriate resources for the development and implementation of APIs by the required Mobilisation Date to implement the necessary SAFE 03 Specification & Workflows;

(iv) SAFE 03 is the Buyer's performance specification for electronic security systems. The Supplier must provide the necessary resources and competency to deliver the monitoring requirements

of these systems

(v) Develop and implement the Security systems specifications including; Intruder Alarms, Panic Alarms, Door Access Control, Video Surveillance & Two-way Audio Systems, Intercoms, Key Management Systems, private mobile radios and body worn cameras.

(vi) The Supplier is required to support locations where the fire alarm signals are transmitted via the intruder alarm secure signalling device to the SCC.

(vii) Create and develop all the associated SAFE03 Workflows with supporting the supporting resources and systems to attend to events within the required SLAs and administer the appropriate actions completed within the agreed SLAs.

(viii) Establish workflows and resources that effectively supports, liaises, and communicates with the BSCMs, Buyer & Integrator to support completion of actions related to any recorded events.

8.1.7 Core Functions – the core functions of the SCC are services that the Supplier is required to mobilise by the agreed timelines during the first phase of the phased Mobilisation Plan, to allow acceptance of newly completed or commissioned CSI installations within the agreed phasing period, these functions include (but are not limited to);

(i) Remote monitoring Intruder, Panic and Fire alarms. Alarm Receiving Centre alarm signalling transfer from the Incumbent Supplier's Alarm Receiving Centre (the Incumbent Supplier is currently using Monitor Computer Systems – Sentinel Software),

(ii) Workflows to provide the agreed responses for emergency services or security officer attendance;

(iii) Monitoring of video surveillance and audio systems;

(iv) Providing intervention with audio challenges where required;

(v) Providing video and audio evidence from connected surveillance systems; Remote testing of systems;

(vi) Providing the Buyer with timely and detailed reporting to ensure risks are highlighted and can be managed; and

(vii) Data feeds to the Buyer's integrator for core functions.

8.1.8 Non-Core Functions and the remaining services and connections that the Supplier is required to transition from the Incumbent Supplier by the agreed Milestone Date during the phased Mobilisation Period, include but are not limited to:

(i) Details of how IT infrastructure changes will be made to move all IT connections from the Incumbent Supplier's systems to the Supplier's IT systems. The Supplier will need to work closely with the Buyer's Digital and Security teams and the Incumbent Supplier to ensure all systems are transferred correctly and are maintained as fully operational through the transfer.

(ii) Transfer of all services, software, and networks required into the Security Control Centre, to enable the migration of existing or the addition of new security systems connections.

(iii) All core functions and services extend to all existing CSI systems when transferred from the Incumbent Supplier,

(iv) Remote monitoring of non-CSI systems including Intruder, Panic and Fire alarms,

(v) Providing agreed responses or intervention for all CSI and non-CSI systems as per agreed Workflows,

(vi) Providing door access control system configuration administration, database management, card production service, and Door access Control details for all Security Control Centre remote access. Transfer AMAG Symmetry Access Control Card database from the Incumbent Supplier to the Supplier to provide the Buyer with a managed process including a process for transferring all AMAG Symmetry access passwords and codes from the Incumbent Supplier.

(vii) Providing a Key Management system

(viii) Lone worker monitoring devices (including management, distribution, operability and replacement of devices). Alarm Receiving Centre transfer of the monitoring of all Lone Worker Devices (currently Oysta Technology) and Police URNs. All Police URN transfer and management costs are inclusive within the Mobilisation costs.

(ix) Interfacing to the Buyer's Security Guarding Supplier systems to send and receive communication to the private mobile radio system, access Body Worn Camera data for evidence collection, and access the Security Guarding Supplier's time and attendance data,

(x) Data feeds to the Buyer's integrator for all non-core services added

8.1.9 The existing access control database will be transferred to the Supplier during the Mobilisation Period. The Supplier is to liaise with the Incumbent Supplier to ensure a successful transfer is completed. Data Audits must be completed pre and post the database upload, to ensure no loss of data or loss of service is incurred during the transfer.

8.1.10 All file formats for video playback from Body Worn Cameras and Video Surveillance Systems (including Audio) are to be approved by the Buyer during the Mobilisation Period to ensure file formats used are fully compatible with the following Buyer's Digital requirements;

(i) video compression shall be utilised during uploading, downloading and sharing of the video images from the Body Worn Cameras;

(ii) the video compression used must not degrade the video images preventing them from being usable as evidence; and

(iii) any compression levels that impact image quality must be agreed with the Buyer during the Mobilisation Period.

8.2 **Service Delivery Plans**

The Supplier shall:

8.2.1 prepare and submit within twenty (20) Working Days of the Mobilisation Start Date draft Service Delivery Plans for Approval by the Buyer. Each Service

Delivery Plan shall meet the Buyer's requirements including, without limitation, including sufficient detail and supporting processes, policies and procedures to clearly describe the Supplier's approach to implementing and delivering all the required Deliverables;

8.2.2 submit finalised Service Delivery Plans in accordance with the Milestone Deliverables; and

8.2.3 develop and submit for Approval by the Buyer a change management plan including detail evidence on supporting processes.

8.3 **Reporting**

The Supplier shall:

8.3.1 include in its Mobilisation Plan, timelines to develop and implement all reporting data feeds into the Buyer's CAFM System as outlined in Call-Off Schedule 20 (Specification) including Work Package A Contract Management – Service A7 Reporting, including but not limited to:

(i) reportable incidents;

(ii) real time reporting;

(iii) ad hoc reporting requirements;

(iv) self-service reporting capability;

(v) performance measurement and reporting (including but not limited to ensuring adequate guarding levels from the time and attendance data from the Security Guarding Supplier and forced building closures);

(vi) risk management;

(vii) framework MI reporting.

8.3.2 submit the Business Continuity and Disaster Recovery Plan in accordance with the requirements of this Call-Off Contract by no later than the date for submission stated in the form of the Mobilisation Plan as Approved by the Buyer; and

8.3.3 develop and agree an ISO quality Audit programme with the Buyer in accordance with Work Package A, 'Service A14 – Quality Management Systems' in Call-Off Schedule 20 (Specification) showing registration body inspection visits, Audits, internal Supplier assessor visits and audits delivered by independent bodies

8.4 **Selection and Management of Subcontractors**

8.4.1 In accordance with the Mobilisation Plan and Paragraph 11 of Call-Off Schedule 34 (Special Terms) the Supplier shall provide to the Buyer a report which evidences the Supplier's evaluation and selection procedure to support the Supplier's preferred Subcontractors.

8.4.2 The Supplier shall comply with the requirements regarding the appointment and management of Subcontractors as more particularly described in Paragraph 11 of Call-Off Schedule 34 (Special Terms).

8.5 **Security and Vetting**

The Supplier shall:

8.5.1 inform itself as to the lead-in periods for all necessary security clearances and ensure that all Supplier Staff and Subcontractors have the necessary security clearance in place before the Start Date. The Supplier shall ensure that the Mobilisation Plan reflects the lead in periods. Refer to Work Package A Contract Management – Service A10, Staff Management, Recruitment and Training in Call-Off Schedule 20 (Specification) for further detail regarding the Buyer's policies and clearance;

8.5.2 ensure that all Supplier Staff and Subcontractors do not access the Buyer IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirement, including all security screening requirements. 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 requirements of this Call-Off Contract;

8.5.3 provide all necessary information including, without limitation, names of all Supplier Staff and Subcontractors to the Buyer and inform the Buyer of any alterations and additions as they take place throughout the Call-Off Contract Period;

8.5.4 ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the minimum requirements of BPSS or a higher level of clearance where required pursuant to the terms of this Call-Off Contract. It shall be the Supplier's responsibility to manage and track that all Subcontractors have the correct level of clearance for access. The Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services where Subcontractors do not have the required level of clearance; and

8.5.5 ensure that if Buyer Premises require 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.

8.6 **Cutover Plan and Delivery**

8.6.1 The Supplier and the Buyer shall agree the Cutover Deliverables during the Mobilisation Period, working closely with the Incumbent Suppliers to interface the Incumbent Supplier's exit plan deliverables. The Supplier shall ensure a smooth service delivery transition between the exit of the Incumbent Supplier and Cutover planning.

8.6.2 Cutover Deliverables (activities and volumes which can only be validated upon exit of the Incumbent Supplier) and target completion deadlines will be agreed with the Buyer following a review with the Buyer within the first 10 Working Days of the Mobilisation Start Date.

8.6.3 During the Mobilisation Period the Supplier shall:

(i) work with the Incumbent Supplier, Buyer Supply Chain Members, the Buyer and the Integrator to establish the activities and volumes for the Cutover Deliverables;

(ii) establish a dedicated Cutover Delivery Team in post by Month one (1) of the Mobilisation Period to deliver the Cutover Deliverables;

(iii) identify a solution to transition ownership and delivery of any outstanding work order requests which were not delivered by the Incumbent Supplier and are required to be delivered at the Start Date. The Buyer shall use reasonable endeavours to minimise the volume of Cutover work orders to be transferred to this Call-Off Contract;

(iv) identify a solution to transition ownership and delivery of any temporary agreements being provided by the Incumbent Supplier prior to the Start Date;

(v) develop a programme to identify a solution to transition ownership and delivery of any project order, service order or similar or analogous requests under the Existing Security Contract (Cutover Task Orders). The Buyer will use reasonable endeavours to minimise the volume of Cutover Task Order works to be transferred to this Call-Off Contract; and

(vi) identify a solution to transition Critical Security Infrastructure installation impacts for each individual Buyer Premises or Site (on which Buyer Premises are located) (as the case may be), which includes but is not limited to headcount rationalisation.

8.7 **Equipment**

8.7.1 The Supplier will be required to work with the Buyer and Incumbent Supplier to complete the following;

(i) Pre transfer audit of Lone Worker Devices: The Supplier is required to work with the Incumbent Supplier and the Buyer to complete a pre-transfer audit of all Lone Worker Devices to record the existing devices (including quantities, owner and device details);

(ii) Transfer of Lone Worker Devices: The Supplier is required to develop a solution with the Incumbent Supplier and the Buyer for a full transfer plan, minimising any downtime of the devices.

(iii) Testing Lone Worker Devices: The Supplier is required to work with the Buyer to develop and implement a testing plan to prove successful transfer.

(iv) Post Audit of Lone Worker Devices: Following the transfer of Services to the Supplier from the Incumbent Supplier, the Supplier is

required to complete a post transfer audit against the information captured in the pre-transfer audit to ensure 100% of devices were successfully transferred. In the event devices have not been successfully transferred, the Supplier is required to work with the Buyer to rectify and successfully transfer.

8.7.2 The Supplier is required to work with the Buyer Supply Chain Member operating the Guarding Contract, to facilitate full access and integration of all the Security Guarding systems and data feeds under or in relation to the delivery of the Deliverables prior to the Start Date including, but not limited to:

(i) Body Worn Cameras

(ii) PMR management systems

(iii) Time and attendance systems

(iv) reports and all recorded images and data.

8.7.3 The Supplier shall define processes and automated workflows that support the Work Package E requirements in Call-Off Schedule 20 (Specification) relating to the provision of the requirements outlined in Paragraph 8.5 of this Call-Off Schedule.

8.8 **Access Keys & Codes**

8.8.1 The Supplier shall work with the Buyer, the Incumbent Supplier, the Integrator and Buyer Supply Chain Members to define all activities relating to security system access requirements which need to be transitioned from the Incumbent Supplier to the Supplier, including, without limitation, all systems and processes which will or may adversely affect the Delivery of the Deliverables.

8.8.2 The Supplier is required to work with the Incumbent Supplier to agree a handover process of all passwords, usernames and access codes for every Buyer Premises, resulting in a smooth transition and handover during the Mobilisation Period and prior to the Start Date.

8.9 **Systems and CAFM during the Mobilisation Period**

8.9.1 The Supplier shall ensure that adequate resources are provided in the following areas:

(i) Mobilisation management including reporting;

(ii) intelligence (data flows etc);

(iii) functional systems (business analysis);

(iv) integration (API development);

(v) data management (master data management etc);

(vi) Testing;

(vii) training (internal and external); and

(viii) transition.

8.9.2 The Supplier shall submit to the Buyer for Approval a detailed statement of the Supplier's CAFM System, Supplier Systems, data and reporting Milestone Deliverables and target completion dates to reflect activities to bridge any gaps within the Supplier's CAFM System and Supplier Systems existing functionality to meet the

Call-Off Contract's system requirements including but not limited to payment and invoicing terms, performance management, overall Delivery of the Deliverables which require full systemisation and integration with the Buyer's CAFM System.

8.9.3 The Supplier shall cooperate in detail with the Buyer and the Integrator to ensure the Supplier's systems milestones plan and associated milestone target dates meet the needs of the Buyer. All workflows, reporting, performance measures are required to interface as required, with the Buyer's CAFM System in advance of the Start Date.

8.9.4 The Supplier shall be responsible for full development and integration of the Supplier's CAFM system to the Buyer's CAFM System with the assistance of the Buyer and the Integrator by the agreed deadline approved in the Mobilisation Plan. The system architecture and data dictionaries shall be agreed with the Buyer and the Integrator.

8.9.5 The Supplier shall define and agree with the Buyer and the Integrator a robust testing procedure and processes as outlined in Annex 2 – Testing to this Call-Off Schedule, Milestone Deliverable target deadlines, encompassing all the required Mobilisation Deliverables as set out in Annex 2 off this Call-Off Schedule.

8.9.6 The Supplier shall ensure that two weeks before the end of the Mobilisation Period or on date specified by the Buyer in the Contract, that all Supplier's CAFM System and integration Milestone Deliverables have been fully tested and deemed 'integrated' and 'fully operational' with the Buyer's CAFM System with the ability to perform all the Call-Off Contract requirements (including reporting) within the Buyer's CAFM System.

8.9.7 The Supplier shall notify the Buyer with supporting evidence that it considers a Milestone Achieved. Where applicable, the Buyer will issue a Satisfaction Certificate in accordance with Annex 4: Satisfaction Certificate of this Call-Off Schedule to allow payment of the Milestone Payment to be made.

8.9.8 Where the Buyer does not accept that the Milestone Deliverable is Achieved it shall so notify the Supplier. The Supplier shall take such additional activities and steps as are required to ensure the Milestone is Achieved and the process shall be repeated in accordance with the terms of this Call-Off Contract.

8.10 **Configuration and Integration**

8.10.1 The Supplier shall ensure that they upgrade and integrate their functionality and capability with the Buyer's CAFM System (or relevant Buyer Systems) and target data model this includes but is not limited to the following:

(i) work order management;

(ii) financial processing;

(iii) document management;

(iv) reporting;

(v) planned remote maintenance;

(vi) statutory documentation;

(vii) document validation systems;

(viii) asset capture and recording;

8.10.2 The Supplier is responsible for engaging with the Integrator in order to develop the system solution within the required timescales in the Mobilisation Plan.

8.10.3 The Supplier shall be responsible for integrating with the Buyer's CAFM System and working with the Integrator to ensure the appropriate transfer mechanism for data (e.g. API). Note that all data and information held by the Supplier in the Supplier's CAFM is to be interfaced with the Buyer's CAFM System (i.e. the data interfaced must not be filtered or a sub-set provided).

8.10.4 The Supplier shall be responsible for working with the Incumbent Supplier and the Integrator to ensure appropriate import of data into the Supplier's CAFM System and other systems if appropriate (if non CAFM System this must be Approved in advance with the Buyer), ensuring the most appropriate system for the data is utilised and keeping customisation to a minimum.

8.10.5 The Supplier shall be responsible to produce a User Acceptance Testing (UAT) programme & deliver all Milestone Deliverables relating to UAT in accordance with the terms of the Mobilisation Plan. The UAT programme shall include:

(i) producing a UAT Test Strategy outlining the approach to Testing, what is in scope and out scope for Testing;

(ii) agreeing scope of business processes that will be tested in each tranche of UAT;

(iii) ensuring processes are tested 'end to end';

(iv) defining the defects process, whereby failed test scripts will be prioritised for resolution and retesting;

(v) defining SLA for defects process;

(vi) defining how risks and issues shall be captured, progressed, and reported;

(vii) agreeing representatives from the Integrator, Supplier and Buyer who will support the Testing activity with clear roles and responsibilities;

(viii) ensuring the Test Strategy is Approved by the Buyer and signed off by the Integrator;

(ix) ensuring Test Scripts are discussed and agreed with the Integrator, the Buyer and the Supplier in advance of Testing commencing;

(x) ensuring Test environment readiness in advance of Testing commencing;

(xi) ensuring access to the Test environment is confirmed in advance of Testing commencing;

(xii) ensuring a Test schedule is agreed in advance of Testing commencing to allow for scripts to be Tested in a timely manner; and

(xiii) ensuring a Test Completion Report is prepared outlining (but not limited to);

a) the number of Test scripts Tested; and

b) the number of Test scripts re-Tested with details of defects.

8.10.6 The Supplier shall implement a thorough risk management process during

Testing and risks and issues shall be resolved with agreed mitigating actions to allow for Testing to be formally signed off by the Buyer.

8.11 **CAFM Functionality Testing**

8.11.1 The Supplier shall be responsible for undertaking all functionality Tests of the CAFM System in parallel with the Integrator and presenting the final output and evidence to the Buyer to conclude Testing was successful. These tests shall include, but not be limited to:

(i) ensuring synergies with Buyer IT systems are fully operational;

(ii) ensuring task management capability, ensuring that all tasks are capable to being tracked throughout their full lifecycle in accordance with the Buyer's defined processes and business structures;

(iii) ensuring effective complaints management processes;

(iv) ensuring financial reporting regimes are in place

(v) automated performance reporting regimes are in place (e.g. Billable Works performance / status);

(vi) ensuring capability to issue automated updates and alerts to customers in relation to tasks logged on the CAFM System are fully operational

(vii) ensuring KPI and SPI performance monitoring reporting;

(viii) capability to store all forms of the Buyer's analytical data and electronic media; and

(ix) ensuring payments and invoicing processes between Supplier, the Integrator and the Buyer.

8.12 **CAFM Access & Training**

The Supplier shall:

8.12.1 ensure full CAFM System training is provided to all Supplier Staff, Subcontractors and the Buyer Authorised Representatives and other Buyer Supply Chain Members where applicable prior to Start Date.

8.12.2 ensure that all Supplier Staff on the Helpdesk/Service Desk are competent, experienced and fully trained on all the Buyer, Integrator and Supplier workflows associated with the CAFM Systems prior to the Start Date;

8.13 **Performance and MI Reporting**

8.13.1 The Supplier shall have the appropriate systems and data resources throughout the Mobilisation Period to ensure all reporting is automated through the Buyer's CAFM System, to meet all API and automated reporting requirements.

8.13.2 During the Mobilisation Period the Supplier shall produce a programme to deliver all data feeds of SAFE 03 and legacy system Workflows required from the Supplier's System into the Buyer's CAFM System to support reporting requirements of Call-Off Schedule 20 (Specification) including Work Package E, by an agreed date with the Buyer in the Mobilisation Plan. This programme will ensure that all performance and management information reporting activities are

identified and built into a detailed programme, with the agreed Milestone Deliverable target deadlines.

8.13.3 During the Mobilisation Period, the Supplier shall ensure they support integration of data transfer to support 100% of all reporting requirements contained in the Call-Off Contract are automated, unless agreed otherwise by the Buyer.

8.13.4 During the Mobilisation Period, the Supplier must ensure all data feeds required are fed into the Buyer's CAFM System to automate all performance reporting by the date specified in an Approved Mobilisation Plan. This includes but shall not be limited to ensuring all data & timestamps used to manage and measure performance are successfully transferred through the API to the Buyer's CAFM System prior to the Start Date;

8.13.5 The Supplier shall ensure that data feeds and interface to support reporting from the Buyer's CAFM System is fully functional prior to the Start Date, to enable the Supplier to report Delivery of the Deliverables and their obligations under this Call-Off Contract;

8.13.6 During the Mobilisation Period, the Buyer, the Integrator and the Supplier shall agree a performance reporting reconciliation programme with agreed timelines, as part of the KPIs and SPIs integration sign off process as provided for under or in relation to Paragraph 2.5 of Call-Off Schedule 5 (Pricing Details) and Paragraph 1.1 of Part B of Call-Off Schedule 14 (Performance Measures).

8.13.7 During the Mobilisation Period, the Supplier shall ensure the CAFM System interfaces support all reporting requirements outlined in Call-Off Schedule 20 (Specification) including Work Package A Contract Management – S7 Reporting from the Start Date;

8.13.8 The Supplier is required to set up a fully functional service desk to align with all workflows and processes of the Integrator's systems and helpdesk.

8.14 **Digital and Supplier Assurance**

8.14.1 During the Mobilisation Period in accordance with Annex 1a Phase 1 & 2 Milestone Deliverables M8.3.2– M8.8.4, the Supplier and any Subcontractors (as applicable) shall complete the Information Security Questionnaire (ISQ) and Non Functional Requirement (NFR) Documents in the format stipulated by the Buyer.

8.14.2 The Supplier is required to provide a full response to the ISQ and NFR Documents including supporting evidence. Any supporting evidence referenced in the completed forms must be submitted to the Buyer in accordance with Annex 1a Milestone Deliverable M8.3.3 and M8.3.4 timeline.

8.14.3 When completing the documents if any requirements are in development or are planned for development, the Supplier must provide its plan (including timescales) within its response.

8.14.4 Following the process described at Paragraphs 8.16.1 - 8.16.3 above, should any recommendations be made to ensure full compliance with the Buyer's security requirements, the Supplier must provide a plan, clearly identifying the necessary steps and timelines to achieve compliance in line with the Milestone Deliverables set out in Annex 1a Milestone Deliverable M8.3.3 and M8.3.4 timeline.

ANNEX 1A

Annex 1a Phase 1 & Phase 2 – Buyer Critical Milestones

The parties agree that “Annex 1a Buyer Critical Milestones Phase 1 (V4) & Annex 1a Buyer Critical Milestones Phase 2 (V4) are stored on the Buyer’s JAGGAER system is the live version of this Annex 1a Phase 1 & Phase 2 contained within this Call Off Schedule 13: Mobilisation and Testing

Call-Off Schedule 13: (Mobilisation Plan and Testing)
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ANNEX 1B

Annex 1b: Mobilisation Plan

The Mobilisation Plan template should set out the Supplier's Milestone Deliverables including the Buyer Critical Milestones, the Supplier's critical Milestones and all Milestone Deliverables will associated Milestone Dates.

Workstream	Milestone	Milestone Ref	Milestone Deliverable	Satisfaction Certificate Due Date	% Milestone Payment	Milestone Payment Evidence	Milestone Duration	Start Date	End Date
[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]
The Milestone Deliverables will be Achieved in accordance with this Call-Off Schedule 13: (Mobilisation)									

ANNEX 1C

1 Annex 1C: Mobilisation Strategy Implementation Solution

1.1 The Supplier must provide a detailed written statement of strategy for completing Mobilisation by the Start Date building on the Supplier's strategy articulated in the Call-Off Tender.

1.2 The Supplier shall include:

1.2.1 Buyer Role – the role the Buyer is expected to play in the development, and operation of the Mobilisation Plan, including comment, critique and Acceptance. The information and support that shall be required from the Buyer to enable successful delivery of the Mobilisation Plan.

1.2.2 Mobilisation Programme Plan – including all activities to be completed during the Mobilisation Period with schedule, duration, key milestones, identified milestones, dependencies, buffer periods, critical path, resources and Tests.

1.2.3 Resource Plan – detailing the Mobilisation resource to be deployed including organisational structure, roles and responsibilities, job descriptions, identification of any Key Personnel & assignment to any Key Roles. Detailing the resources to be deployed to deliver the Mobilisation Milestone Deliverables.

1.2.4 Governance Plan – detailing the proposed governance and performance approach for managing and reporting progress in accordance with the Call-Off Contract Schedule 15 and specifically, the Mobilisation Plan.

1.2.5 Communication Plan - detailing the Supplier's communication strategy, identifying approach, type of communication, communication method and frequency of communication with all affected parties including but not limited to: the Buyer and Buyer Stakeholders during the Mobilisation Period. The Supplier shall provide and maintain a register to record contact details to include email and telephone numbers.

1.2.6 Existing Workforce Plan – detailing the approach to engagement, consultation, TUPE, training and review of the existing security workforce to include, as a minimum, the following:

(i) Skills Assessment – detailing how the Supplier shall assess the skills, current training and security clearance of the existing workforce. The Supplier shall assess the existing workforce to ensure that all qualifications are up to date ahead of the Start Date;

(ii) Workforce Review – detailing how the Supplier shall review existing job descriptions; baseline deployment and all related assignment instructions;

(iii) TUPE Delivery Plan – detailed plan for the execution of required TUPE transfer of existing workforce to ensure a smooth transfer, compliance with all legal requirements, maximum engagement and staff retention and all risks are proactively managed;

(iv) Uniform Plan – detailing all uniforms to be worn by the workforce from the Start Date;

(v) Equipment Plan – detailing all functional equipment to be provided to all Supplier Staff and procedures for management and maintenance from the Start Date;

(vi) Training Plan - detailing all the training the Supplier will deliver during the Mobilisation Period including the roles that will be provided with the training listed. This shall include all Supplier and Buyer training as required for delivery of the Call-Off Contract; and

(vii) Recruitment Plan – detailing the Supplier's approach to any recruitment required during the Mobilisation Period and in preparation for the Start Date detailing all actions, associated timeline and Supplier Staff utilised for the recruitment exercise.

ANNEX 2

Annex 2 – Testing

1 Definitions

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

"Component"	any constituent parts of the Mobilisation Deliverables;
"Material Test Issue"	a Test Issue of Severity Level 1 or Severity Level 2;
"Satisfaction Certificate"	a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Mobilisation Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
"Severity Level"	the level of severity of a Test Issue, the criteria for which are described in Annex 3;
"Test Issue Management Log"	a log for the recording of Test Issues as described further in Paragraph 8.1 of this Call-Off Schedule;
"Test Issue Threshold"	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;
"Test Reports"	the reports to be produced by the Supplier setting out the results of Tests;
"Test Specification"	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 Call-Off Schedule;
"Test Strategy"	a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Call-Off Schedule;
"Test Success Criteria"	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Call-Off Schedule;
"Test Witness"	any person appointed by the Buyer pursuant to Paragraph 9 of this Call-Off Schedule; and
"Testing Procedures"	the applicable testing procedures and Test Success Criteria set out in this Call-Off Schedule.

2 How testing should work

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

2.1.2 The Supplier shall not submit any Mobilisation Deliverable for Testing:

(i) unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;

(ii) until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Mobilisation Deliverable (s); and

(iii) until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Mobilisation Deliverable(s).

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

2.1.4 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

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

3.1.2 The outline Test Strategy shall include:

(i) an overview of how Testing will be conducted in relation to the Mobilisation Plan;

(ii) the process to be used to capture and record Test results and the categorisation of Test Issues;

(iii) the procedure to be followed should a Mobilisation Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Mobilisation Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;

(iv) the procedure to be followed to sign off each Test;

(v) the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;

(vi) the names and contact details of the Buyer and the Supplier's Test representatives;

(vii) a high-level identification of the resources required for Testing including Buyer and/or third-party involvement in the conduct of the Tests;

(viii) the technical environments required to support the Tests; and

(ix) the procedure for managing the configuration of the Test environments.

4 Preparing for Testing

4.1.1 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 Mobilisation Plan.

4.1.2 Each Test Plan shall include as a minimum:

(i) 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

(ii) a detailed procedure for the Tests to be carried out.

4.1.3 The Buyer shall not unreasonably 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 to be Delivered from the Start Date 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 ten (10) Working Days prior to the start of the relevant Testing (as specified in the Mobilisation Plan).

6.2 Each Test Specification shall include as a minimum:

6.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;

6.2.2 a plan to make the resources available for Testing;

6.2.3 Test scripts;

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

6.2.5 expected Test results, including:

6.2.6 a mechanism to be used to capture and record Test results; and

6.2.7 a method to process the Test results to establish their content.

7 Performing the Tests

7.1 Before submitting any Deliverables to be Delivered from the Start Date for Testing the Supplier shall subject the relevant Deliverables to be Delivered from the Start Date 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 ten (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 two (2) Working Days prior to the date on which the Test is planned to end; and

7.5.2 the final Test Report within five (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 to be Delivered from the Start Date, 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 along with a proposed remediation plan and revised date for the subsequent test;

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.

7.7 When the Supplier has completed a Milestone it shall submit any Mobilisation Deliverables or Deliverables (as the case may be) 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 to be Delivered from the Start Date are implemented in accordance with this Call-Off Contract.

8 Discovering Problems

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

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

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

9 Test Witnessing

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

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

9.3 The Test Witnesses:

9.3.1 shall actively review the Test documentation;

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

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

9.3.7 may require the Supplier to demonstrate the modifications made to any defective Mobilisation 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 five (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 or failed Test output 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 Mobilisation Deliverable satisfy the Test Success Criteria in respect of that Test without any Test Issues.

11.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:

11.2.1 the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;

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 Mobilisation 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 those Deliverables (to be Delivered from the Start Date) 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 Mobilisation 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 Mobilisation 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 Mobilisation Plan, Clause 4 of the Core Terms (Pricing and payments) and Call-Off Schedule 5.

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) as set out in Annex 3 to this Call-Off Schedule, the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.

11.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options)

choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:

11.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the 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 Mobilisation Deliverable or Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Mobilisation Deliverable or Milestone; or

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

ANNEX 3

Annex 3: 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. Based on the severity level, the Buyer deem such an error as a material issue.

2 Severity 2 Error

2.1 This is an error which is deemed a material issue 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 Mobilisation 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;

3.1.3 has an impact on any other Component(s) or any other area of the Mobilisation Deliverables; and

3.1.4 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 Mobilisation 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 Mobilisation Deliverables.

ANNEX 3

Annex 4: 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 Mobilisation Deliverables relating to [insert relevant description of Mobilisation Deliverables/agreed Milestones and/or reference number(s) from the Mobilisation Plan] have been tested successfully in accordance with the Test Plan [or that a conditional Satisfaction Certificate has been issued in respect of those Mobilisation 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 the terms of the Call-Off Contract].

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Buyer]

Call-Off Schedule 14 (Key Performance Indicators) (V2)

1. Definitions

1.1 In this Call-Off Schedule 14 (Key Performance Indicators), the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"At Risk %"	means the percentage figure identified as such in the Order Form;
"At Risk Amount"	means in respect of a Service Period, the amount calculated in accordance with Paragraph 3.1 of Part A of this Call-Off Schedule 14 (Key Performance Indicators);
"Exclusions"	has the meaning given in Paragraph 7.2 of this Call-Off Schedule 14 (Key Performance Indicators) and any references to **"Exclusion"** shall be construed accordingly;
"KPI At Risk Amount"	means in relation to a KPI in respect of a Service Period, the amount calculated in accordance with Paragraph 3.3 of Part A of this Call-Off Schedule 14 (Key Performance Indicators);
"KPI Credits"	any KPI Credits specified in the Annex to Part A of this Call-Off Schedule 14 (Key Performance Indicators) being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more KPIs;
"KPI Failure"	means a failure to meet the KPI Performance Measure and Target Performance in respect of a KPI;
"KPI Paymech Model"	means the model comprised in the Excel worksheet, KPI Paymech Model (Annex A to Part A of this Call-Off Schedule 14 (Key Performance Indicators)), to be used for calculating any adjustments to the Charges as a result of the operation of the KPI regime in this Call-Off Schedule 14 (Key Performance Indicators);

"KPI Performance Measures"	means the performance measures in the columns headed “Measure Requirement” and “Measure Achievement Calculation” in the KPI Measures tab of the KPI Paymech Model and any references to “**KPI Performance Measure**” and “**KPI**” in this Call-Off Contract shall be construed accordingly;
“Maximum Number of KPI Performance Measures"	the aggregate total of KPI Performance Measures permitted under this Call-Off Contract in any Contract Year shall not exceed 15;
"Maximum Number of SPI Performance Measures"	the aggregate total of SPI Performance Measures permitted under this Call-Off Contract in any Contract Year shall not exceed 25;
"Performance Improvement Plan Profoma"	has the meaning given in Paragraph 6.2 of this Call-Off Schedule 14 (Key Performance Indicators);
“Performance Measures”	Means a KPI Performance Measure or a SPI Performance Measure (as the context so requires) and references "**Performance Measure**" shall be construed accordingly;
"Performance Monitoring Reports"	shall have the meaning in Paragraph 1.4 of Part B of this Call-Off Schedule 14 (Key Performance Indicators);
"Performance Review Meetings"	shall have the meaning in Paragraph 1.7 of Part B of this Call-Off Schedule 14 (Key Performance Indicators);
“Permitted Exclusion”	has the meaning given in Paragraph 7 of this Call-Off Schedule 14 (Key Performance Indicators);
"Persistent KPI Failure"	means the Supplier's actual performance against the KPIs falls to or below the standard to which Paragraph 5 of Part A of this Call-Off Schedule 14 (Key Performance Indicators) refers; and

"PIP Completion Date"	means the target completion date set out in the Performance Improvement Plan for achieving: (a) the KPI Performance Measure and associated Target Performance for the relevant KPI; and/or (b) the SPI Performance Measure and associated Target Performance for the relevant SPI.
"PIP Trigger Event"	has the meaning given in Paragraph 6.1 of this Call-Off Schedule 14 (Key Performance Indicators).
"PMPR Proposal"	has the meaning given in Paragraph 1.1 of Part B of this Call-Off Schedule 14 (Key Performance Measures);
"Ratchet"	shall have the meaning in Paragraph 4 of Part A of this Call-Off Schedule 14 (Key Performance Indicators).
"Service Period"	the Service Period for the purposes of this Call-Off Schedule 14 (Key Performance Indicators) shall be one Month.
"SMART"	means in relation to a Milestone in a Performance Improvement Plan, that each such milestone is: (a) specific; and (b) measurable; and (c) achievable; and (d) relevant; and (e) timely;
"SPI Failure"	means a failure to meet the SPI Performance Measure and the Target Performance in respect of the relevant KPI;
"SPI Group"	means each of the categories in the columns headed "**SPI Group**" in the SPI Measures tab of the KPI Paymech Model;

"SPI Performance Measure"	means the performance measures in the columns headed "**Measure Requirement**" and "**Measure Achievement Calculation**" in the SPI Measures tab of the KPI Paymech Model and any references to "**SPI Performance Measure**" and "**SPI**" in this Call-Off Contract shall be construed accordingly; and
"Target Performance"	means in relation to a Performance Measure the performance level the Supplier is required to achieve as identified in: (a) column G (Target) in respect of a percentage target in either the KPI Measures tab or the SPI Measures tab in the KPI Paymech Model; and/or (b) column I (Target) in respect of a non-percentage target in either the KPI Measures tab or the SPI Measures tab in the KPI Paymech Model.

2. What happens if the Supplier does not meet the KPIs

2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the KPI Performance Measure for each KPI and the associated Target Performance for each KPI.

2.2 The Supplier acknowledges that any KPI Failure shall entitle the Buyer to the rights set out in Part A of this Call-Off Schedule 14 (Key Performance Indicators) including (without limitation) the delivery and implementation of a Performance Improvement Plan, the right to any KPI Credits and that any KPI 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 KPI Performance Measure.

2.3 The Supplier shall submit 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 Call-Off Schedule 14 (Key Performance Indicators).

2.4 A KPI Credit shall be the Buyer's exclusive financial remedy for a KPI Failure except where:

2.4.1 the KPI Failure:

(a) has arisen due to a Prohibited Act or wilful Default by the Supplier;

(b) results in the corruption or loss of any Government Data; and/or

(c) results in the Buyer being required to make a

compensation payment to one or more third parties;

and/or

2.4.2 a Persistent KPI Failure occurs and/or the Buyer is otherwise entitled to or does terminate this Call-Off Contract pursuant to Clause 10.4 (when CCS or the buyer can end a contract) of the Core Terms; and/or

2.4.3 the Buyer is entitled to or does terminate this Call-Off Contract pursuant to Clause 10.4 (when CCS or the buyer can end a contract) of the Core Terms; and/or the Buyer is entitled to or does exercise its rights under or in relation to:

(a) Paragraph 4 (Increased Monitoring) of Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights);

(b) Paragraph 5 (Service Exclusion) of Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights);

(c) Paragraph 6 (Remedial Adviser) of Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights); or

(d) Paragraph 7 (Step-in) of Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights)

3. Changes to Performance Measures

3.1 Not more than once in each Contract Year the Buyer may, on giving the Supplier at least three (3) Months' notice:

3.1.1 change the weighting that applies in respect of one (1) or more specific KPI Performance Measure; and/or

3.1.2 Convert one (1) or more:

(a) KPI Performance Measures into one (1) or more SPI Performance Measures; and/or

(b) SPI Performance Measures into one (1) or more KPI Performance Measures (in which event the Buyer shall also set out in the notice details of weighting and KPI Credits in respect of such new KPI Performance Measures); and

3.1.3 delete or replace any SPI Performance Measure or add new SPI Performance Measures.

3.2 The Supplier shall not be entitled to object, or increase the Charges as a result of the changes outlined at Paragraph 3.1 above, provided that:

3.2.1 the total number of KPIs for which the weighting to be changed does not exceed the Maximum Number of KPIs Performance Measures;

3.2.2 SPI Performance Measures do not exceed the Maximum Number of SPI Performance Measures;

3.2.3 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

3.2.4 there is no change to the At Risk Amount.

3.3 The Buyer may (but is not obliged to) invite the Supplier to submit its observations on the operation of the KPIs and SPIs in relation to the relevant Contract Year. In response to any such invitation issued by the Buyer pursuant to this Paragraph 3.3, the Supplier may provide its observations on the operation of the KPIs and SPIs in the relevant Contract Year PROVIDED ALWAYS THAT the Buyer shall not be obliged to accept any such observations provided by the Supplier to the Buyer pursuant to this Paragraph 3.3.

4. Persistent KPI Failure

4.1 On the occurrence of a Persistent KPI Failure:

4.1.1 Subject to Paragraph 2 (Bedding-In Period) of Part B of this Call-Off Schedule 14 (Key Performance Indicators), any KPI Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and

4.1.2 the Buyer shall be entitled to withhold and retain as compensation a sum equal to any Charges relating to the Persistent KPI Failure which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Persistent KPI Failure**"); and

4.1.3 the Buyer shall be entitled to:

(a) require the Supplier to prepare and submit a Rectification Plan and comply with its obligations under or in relation to Clause 10.3 (Rectification plan process) of the Core Terms; and/or

(b) appoint a Remedial Adviser in accordance with Paragraph 6 (Remedial Adviser) of Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights) and the Supplier shall comply with its obligations under or in relation to Paragraph 6 of Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights);

provided that the operation of this Paragraph 4 shall be without prejudice to the right of the Buyer to terminate this Call-Off Contract and/or to claim damages from the Supplier for material Default.

5. What happens if the Supplier does not meet the SPIs

5.1 The Supplier shall at all times provide the Deliverables to meet or exceed the SPI Performance Measure for each SPI and the associated Target Performance for each SPI.

5.2 The Supplier acknowledges that any SPI Failure shall entitle the Buyer to the rights set out in Part A of this Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights) including (without limitation) the Delivery and implementation of a Performance Improvement Plan.

5.3 The Supplier shall submit 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 Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights).

6. Performance Improvement Plan

6.1 In the event that there is, or is reasonably likely to be:

6.1.1 a KPI Failure; and/or

6.1.2 an SPI Failure, in any two (2) consecutive Service Periods (a **"PIP Trigger Event"**) the Supplier shall notify the Buyer of the occurrence of each and every PIP Trigger Event as soon as practicable but in any event no later than five (5) Working Days of the date of the relevant Performance Review Meeting and at the same time as providing such notice to the Buyer the Supplier shall submit to the Buyer an improvement plan (the "**Performance Improvement Plan**") setting out in sufficient detail so that it is reasonably clear to the Buyer:

6.1.3 why the PIP Trigger Event has occurred (or is likely to occur); and

6.1.4 what steps the Supplier proposes to take to rectify the PIP Trigger Event and the PIP Completion Date on which the relevant PIP Trigger Event will be rectified such that the Supplier complies with its obligations under Paragraphs 2.1 and 5.1 of this Call-Off Schedule 14 (Key Performance Indicators) (above).

The Supplier shall ensure that the Performance Improvement Plan includes all information and data referenced in the Performance Improvement Plan Proforma.

6.2 The Performance Improvement Plan Proforma is set out below:

Performance Improvement Plan Reference:	Insert Unique Number
Related Performance Measures:	Insert relevant Performance Measures in relation to this Performance Improvement Plan
Completed by:	Supplier contact name (with Buyer to implement the change)
Root Cause Analysis	Identify key areas of underperformance that directly caused the PIP Trigger Event. For example, this could be lack of resource in a particular region, lack of specialist resource, Subcontractor underperformance, lack of equipment, holiday cover issues, Buyer / Supplier interface, training, etc. Any evidence to be attached to the Performance Improvement Plan to support the analysis.

Supplier's plan to achieve Target Performance for the relevant Performance Measures	Supplier response (notes added for information and sufficient detail to enable the Buyer to understand and track the Supplier's approach to achieving the Target Performance for the relevant Performance Measure). Identify method that the Supplier will use to improve the PIP Trigger Event such that performance of the relevant Performance Measures achieves Target Performance for the relevant Performance Measure by the PIP Completion Date.
Performance Improvement Plan milestones (no more than 8)	Supplier to develop SMART Milestones which will improve the PIP Trigger Event over a period of (typically) one to three (1-3) Months following the date on which the Performance Improvement Plan is submitted to the Buyer. All Performance Improvement Plans must have the first milestone within the first (1st) two (2) weeks commencing on the date the relevant Performance Improvement Plan was first submitted to the Buyer. The PIP Completion Date.
Other Improvements the Buyer should consider outside of the control of the Supplier	Identify other improvements that the Buyer or Subcontractors of any tier of the Supplier could implement to improve the PIP Trigger Event (for discussion and agreement with the Buyer). Note it will be at the sole and absolute discretion of the Buyer whether these "other improvements" are implemented but as a minimum these should be discussed and considered at each Key Account Management Meeting (or Executive Level Key Account Management Meeting (as the case may be pursuant to the terms of Call-Off Schedule 15 (Call-Off Contract Management)).
Improvements anticipated	The Supplier shall include two to three (2-3) bullets identifying the main areas of improvement they expect to see based on their Performance Improvement Plan

6.3 The Supplier shall promptly provide to the Buyer any further documentation that the Buyer reasonably requires to understand why the PIP Trigger Event has occurred (or is likely to occur) and/or to understand how the Supplier's proposals will remedy the relevant PIP Trigger Event by the PIP Completion Date for the relevant Performance Improvement Plan.

6.4 Once the Supplier has submitted a Performance Improvement Plan to the Buyer pursuant to Paragraph 6.1 above, the relevant Performance

Improvement Plan shall be deemed agreed by the Buyer unless, within five (5) Working Days of the actual date of submission of the Performance Improvement Plan to the Buyer by the Supplier, the Buyer rejects the Performance Improvement Plan on one or more of the following grounds:

6.4.1 the Buyer considers that the Performance Improvement Plan submitted by the Supplier will not contribute in any way to improving the performance of the relevant PIP Trigger Events; or

6.4.2 the Buyer does not consider the milestones proposed by the Supplier in the relevant Performance Improvement Plan to be SMART.

6.5 The Supplier shall implement the terms of the Performance Improvement Plan and shall:

6.5.1 Deliver each Milestone in the relevant Performance Improvement Plan by the relevant date for each such Milestone; and

6.5.2 remedy the relevant PIP Trigger Event by the PIP Completion Date for the relevant Performance Improvement Plan so that the relevant Performance Measures are meeting their respective Target Performance levels.

6.6 The Supplier shall provide to the Buyer updates each Month at the Performance Review Meetings on the Supplier's Delivery of the Performance Improvement Plan (including, without limitation):

6.6.1 in relation to the Milestones under the relevant Performance Improvement Plan; and

6.6.2 whether the Buyer (acting reasonably and in good faith) believes that the Supplier is on track to achieve Target Performance of the PIP trigger Events by the PIP Completion Date.

6.7 The Supplier acknowledges and agrees that the fact that the Supplier has complied with the Performance Improvement Plan shall not be a defence to an allegation that the Supplier has not remedied the relevant PIP Trigger Events by the relevant PIP Completion Date.

6.8 The rights and remedies contained in this Paragraph 6 (Performance Improvement Plan) are without prejudice to any other rights or remedies of the Buyer under this Call-Off Schedule 14 (Key Performance Indicators) or the Call-Off Contract.

7. Permitted Exclusions

7.1 Subject always to Paragraph 7.3 of this Paragraph 7 (Permitted Exclusions), where the Supplier demonstrates to the reasonable satisfaction of the Buyer that an instance of failure in relation to a

Performance Measure in the relevant Month arose as the direct result of an Exclusion, such instance of failure shall be discounted for the purposes of evaluating the Supplier's performance against the required standard set out in the KPI Paymech Model, in relation to the directly affected Performance Measures.

7.2 In this Paragraph 7 (Permitted Exclusions), Exclusion shall mean any

one or more of the following events:

7.2.1 an Authority Cause directly causes the KPI Failure or the SPI Failure (as the case may be) in which case the Exclusion shall apply to all directly affected Performance Measures;

7.2.2 a KPI Failure or SPI Failure consequent upon any of the circumstances specified at Paragraphs 8.2, 8.3 or 10.2.1(c) of Call-Off Schedule 9 (Security);

7.2.3 periods during which the Business Continuity and Disaster Recovery Plan has been invoked, in which case the Exclusion shall apply to all directly affected Performance Measures for the relevant affected Sites PROVIDED ALWAYS THAT the Supplier shall not be entitled to relief under or in relation to this Paragraph
7.2.3 where the relevant Business Critical Event arises due to a Default by the Supplier or a Subcontractor;

7.2.4 periods during which a Force Majeure Event is subsisting, in which case the Exclusion shall apply to all directly affected Performance Measures for the relevant affected Buyer Sites;

7.2.5 periods during which the Buyer is taking Required Action pursuant to Paragraph 7 (Step-in) of Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights); and/or

7.2.6 where the terms of Paragraph 2, (Bedding-in Period), of Part B (Performance Monitoring) of this Call-Off Schedule 14 (Key Performance Indicators) applies.

7.3 During any period excluded from measurement of the Supplier's performance of the required standard pursuant to this Paragraph 7 (Permitted Exclusions), the Supplier shall use all reasonable endeavours to adhere to the required standard and if it fails to do so such periods shall be taken into account when evaluating the Supplier's performance against the required standard in respect of the relevant Performance Measures as if the relevant Exclusion did not apply.

Part A: KPIs and KPI Credits

1. KPIs

1.1 If the level of performance of the Supplier:

1.1.1 is likely to or fails to meet any KPI Performance Measure; or

1.1.2 is likely to cause or causes a Persistent KPI 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:

1.1.3. require the Supplier immediately to take all preventative and/or remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a KPI Failure or Persistent KPI Failure from taking place or recurring;

1.1.4. instruct the Supplier to comply with the Rectification Plan Process;

1.1.5. if a KPI Failure has occurred, deduct the applicable KPI Credits payable by the Supplier to the Buyer; and/or

1.1.6. if a Persistent KPI Failure has occurred, exercise its right to:

a) compensation for Persistent KPI Failure; and/or

b) such other rights as are permitted under or in relation to this Call-Off Contract (including the right to terminate for material Default).

2. KPI Credits

2.1 The Buyer shall use:

2.1.1 data and information

a) provided by the Integrator (or any replacement supplier performing or delivering all or part of the role or services of the Integrator); and/or

b) collated by the Buyer,

and relating to the Supplier's performance under or in relation to this Call-Off Contract in the relevant Service Periods; and

2.1.2. any relevant and appropriate mitigations identified and proposed by the Supplier to the Buyer; and

2.1.3. the draft Performance Monitoring Reports supplied by the Supplier for Approval by the Buyer, to verify the calculation and accuracy of the KPI Credits, if any, applicable to each Service Period.

2.2 KPI Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall offset the value of any KPI Credits against the appropriate invoice in accordance with the relevant calculation formula below.

3. KPI Credit Calculation

3.1 At Risk Amount

3.1.1 For a Service Period, the At Risk Amount shall be calculated in accordance with Section 2 - Calculation of Monthly Value at Risk, of the 'Paymech Calc Overview' tab of the KPI Paymech Model.

3.2 KPI At Risk Amount

3.2.1 The KPI At Risk Amount shall be calculated as follows: the At Risk Amount shall be apportioned in accordance with the KPI Measure Weightings in the column headed Measure Weighting in Table 2, 'KPI Measures' tab of the KPI Paymech Model.

3.3 KPI Credit

3.3.1 The KPI Credit to be applied to a KPI in a Service Period for a KPI

Failure shall be calculated in accordance with the KPI Measures tab of the KPI Paymech Model by:

(a) deducting from one hundred percent (100%) the actual standard of performance (as a percentage, calculated using the Scoring Scales tab of the KPI Paymech Model) achieved by the Supplier against the KPI Performance Measure in that Service Period; and

(b) multiplying the resultant percentage by the KPI At Risk Amount.

4. KPI Credit Ratchet

4.1 A ratchet will apply to the calculation of KPI Credits for frequent and repeated KPI Failures (**"Ratchet"**).

4.2 The Ratchet will be applied to the calculation of KPI Credits if one (1) or both of the following circumstances occur:

4.2.1 KPI Failures occur in relation to any one (1) or more of the KPIs in consecutive Service Periods; and

4.2.2 KPI Failures occur in relation to any one (1) or more of the KPIs as more particularly described in the final column of the table in Paragraph 4.4.2 of this Call-Off Schedule 14 (Key Performance Indicators) over the preceding twelve (12) Service Periods.

4.3 The value of the Ratchet and when it is to be applied pursuant to Paragraph 4.2, is set out in the Perf Ded_Adj tab of the KPI Paymech Model in Annex A to this Call-Off Schedule 14 (Key Performance Indicators).

4.4 When the Ratchet is to be applied, the relevant KPI Credit shall be the number of KPI Credits that would normally accrue for an initial KPI Failure multiplied by the value of the Ratchet, for example:

4.4.1 if a KPI Failure in respect of any one (1) or more KPIs occurs in two (2) consecutive Service Periods, the KPI Credits for each of the KPI Failures in the second (2^{nd}) of such Service Periods will be one point five (1.5) times the KPI Credit that would have been applicable to them for an initial KPI Failure (refer to table 1 in Paragraph 4.4.2); and a KPI Failure in respect of any one or more KPIs occurs in any four (4) Service Periods in the immediately preceding twelve (12) Service Periods, the KPI Credits for each of the KPI Failures in that fourth (4^{th}) Service Period will be one point seven five (1.75) times the KPI Credit that would have been applicable to them for an initial KPI Failure (refer to table 1 in Paragraph 4.4.2).

4.4.2 Illustration of Ratchets to be applied in table form;

Table 1: RATCHET OPTIONS	Ratchet Value	Consecutive Failure (Number of Months)	Failure over a 12 Month Rolling Period
Default	1	1	
Ratchet 1	1.5	2	3
Ratchet 2	1.75	3	4, 5
Ratchet 3	2	4	6,7,8,9,10,11,12

4.5 If more than one (1) Ratchet applies to a KPI Failure in the same Service Period, the Ratchet resulting in the higher KPI Credit will be used.

4.6 Nothing in this Call-Off Contract shall delay or prevent the Buyer from using or applying any unused proportion of the At Risk Amount (whether in whole or in part) in the relevant Service Period to the calculation of the Ratchet to be applied to any KPI Credits in respect of one (1) or more KPI Failures in the same Service Period.

5. Persistent KPI Failure

5.1 A Persistent KPI Failure shall arise when one (1) or both of the following takes place:

5.1.1 a KPI Failure in respect of any one (1) or more of the KPIs occurs in five (5) consecutive Service Periods; and / or

5.1.2 a KPI Failure in respect of any one (1) or more of the KPIs occurs in any seven (7) Service Periods in the immediately preceding twelve (12) Service Periods.

5.2. A Persistent KPI Failure shall constitute a material Default of this Call-Off Contract by the Supplier.

5.3. The Supplier acknowledges and agrees that the Buyer shall be entitled to claim KPI Credits (including any Ratchet applied pursuant to Paragraph 4 of this Part A as follows:

5.3.1. In relation to Paragraph 5.1.1 of this Part A, in respect of each of the four (4) Service Periods immediately preceding the fifth (5^{th}) consecutive Service Period;

5.3.2. In relation to Paragraph 5.1.2 of this Part A, in respect of each of the preceding six (6) Service Periods forming part of the calculation of a Persistent KPI Failure pursuant to Paragraph 5.1.2 of this Part A; and

5.3.3. Where the Buyer decides (in its absolute discretion) not to pursue its rights under this Paragraph 5 in relation to a Persistent KPI Failure in the relevant Service Period PROVIDED ALWAYS THAT the exercise of any

such discretion shall not be deemed or otherwise considered to be a waiver of the Buyer's rights in relation to the relevant Persistent KPI Failure.

Annex A to Part A – KPI Paymech Model

The parties agree that the "Annex A to Part A KPI Pay Mech Model (V3)" is stored on the Buyer's JAGGAER system is the agreed form of the Annex A to Part A KPI Pay Mech Model (V3)" contained within this Call Off Schedule 14: Key Performance Indicators.

Part B: Performance Monitoring

1. Performance Monitoring and Performance Review

1.1 During the Mobilisation Period the Buyer shall provide the Supplier with details of how the process in respect of the monitoring and reporting of KPIs and SPIs will operate between the Parties (the "**PMPR Proposal**"). The Supplier shall respond with comments to the Buyer on the PMPR Proposal within twenty (20) Working Days of the date on which the Buyer first sends the PMPR Proposal to the Supplier. The Parties will endeavour to agree the PMPR Proposal within ten (10) Working Days of receipt of the Supplier's response to the PMPR Proposal. Where:

1.1.1 the Supplier does not respond with comments to the Buyer within the time outlined at Paragraph 1.1 above, the Supplier shall be deemed to have agreed the PMPR Proposal; or

1.1.2 the:

a) Supplier does respond with comments to the Buyer on the PMPR Proposal within the time outlined at Paragraph 1.1 above; and

b) Parties are unable to agree the PMPR Proposal within ten (10) Working Days of receipt of the Supplier's response to the PMPR Proposal, the Supplier acknowledges and agrees that the Buyer may in its absolute discretion determine and confirm to the Supplier the details of how the process in respect of the monitoring and reporting of KPIs and SPIs will operate between the Parties under this Call-Off Contract.

1.2 The Supplier shall provide the Buyer with performance monitoring reports in the same format as that in the KPI Paymech Model, under the KPI Measures and SPI measures tab ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to Paragraph 1.1 of Part B of this Call-Off Schedule 14 (Key Performance Indicators) which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

1.2.1 for each KPI, the actual performance achieved over the KPI for the relevant Service Period;

1.2.2 for each SPI, the actual performance achieved over the SPI for the relevant Call-Off Contract Period;

1.2.3 a summary of all failures to achieve KPIs that occurred during that Service Period;

1.2.4 a summary of all failures to achieve SPIs that occurred during that Call-Off Contract Period;

1.2.5 details of any Persistent KPI Failures;

1.2.6 for any persistent failures, actions taken to resolve the underlying cause and prevent recurrence;

1.2.7 the KPI Credits to be applied in respect of the relevant Service Period indicating the KPI Failures and KPIs to which the KPI Credits relate; and

1.2.8 such other details as the Buyer may reasonably require from time to time.

In addition to the information to be provided by the Supplier pursuant to Paragraph 1.2 of this Part B, the Supplier shall (at the same time and at no additional cost or expense to the Buyer) provide to the Buyer the equivalent information in relation to the performance of the relevant Subcontractor under or in relation to each Sub-Contract to the Buyer.

1.3 Such information on Subcontractor performance shall be discussed and considered at each Key Account Management Meeting (or Executive Level Key Account Management Meeting (as the case may be) pursuant to the terms of Call-Off Schedule 15 (Call-Off Contract Management).

1.4 The Parties shall attend meetings to discuss Performance Monitoring Reports and any Performance Improvement Plans ("**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:

1.4.1 data and information provided by the Buyer's Integrator (or any replacement supplier performing all or part of the role of the Integrator) relating to the Supplier's performance in the relevant Service Periods; and

1.4.2 any mitigations proposed by the Supplier; and

1.4.3 the draft Performance Monitoring Reports supplied by the Supplier for Approval by the Buyer.

1.5 The Performance Review Meetings shall:

1.5.1 take place in the Month following the relevant Service Period on such date as agreed by the Parties during the Mobilisation Period (acting reasonably and in good faith) and at such location and such time (within normal business hours) as the Buyer shall reasonably require;

1.5.2 the Supplier acknowledges and agrees that the Buyer reserves the right (in its absolute discretion) to vary or amend the frequency, locations and timings of Performance Review Meetings and such variation or amendment shall not be subject to the terms of the Variation Procedure under this Call-Off Contract;

1.5.3 be attended by the Supplier's Authorised Representative and the Buyer's Authorised Representative; and

1.5.4 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 Authorised Representative and any other recipients agreed at the relevant meeting.

1.6 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Authorised Representative and the Buyer's Authorised Representative at each meeting.

1.7 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of KPI Credits for any specified Service Period.

2. Bedding-in Period

2.1 Without prejudice to the rights and remedies of the Buyer under this Call-Off Contract, and subject always to Paragraph 7 (Permitted Exclusions), and where a KPI/SPI Failure occurs in relation to the KPI and SPI Performance Measures during the period of six (6) Months commencing on the Start Date post completion of Phase 2 of the Phased Mobilisation (as defined in Call-Off Schedule 13 (Mobilisation Plan and Testing)), the Buyer and the Supplier acknowledge and agree that:

(a) KPI Credits shall not be deducted from amounts due to the Supplier under Call-Off Schedule 5 (Pricing Details) and this Call-Off Schedule 14 (Key Performance Indicators) during the relevant bedding-in period in relation to the KPIs referenced in this Paragraph 2.1.

2.2 The Supplier acknowledges and agrees that it shall:

2.2.1 measure its performance against KPIs and SPIs; and

2.2.2 report on its performance against KPIs and SPIs to the Buyer, in accordance with the terms of Part B of this Call-Off Schedule 14 (Key Performance Indicators) for the duration Service Period (including, without limitation during the applicable bedding-in period referred to in Paragraph 2.1 of this Call-Off Schedule 14 (Key Performance Indicators).

3. Satisfaction Surveys

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

Call-Off Schedule 15 (Call-Off Contract Management) (V3)

1 Definitions

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

"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at [redacted], The Capital, Old Hall Street, Liverpool L3 9PP;
"Chairperson"	the chairperson appointed by the Buyer for each meeting;
"Executive Level Key Account Management Meeting"	the meeting established in accordance with Annex 2 (Executive Level Key Management Meeting) of this Call-Off Schedule 15 (Call-Off Contract Management) and references to "**ELKAMM**" shall have the same meaning;
"Key Account Management Meeting"	the meeting established in accordance with Annex 1 of this Call-Off Schedule and references to "**KAMM**" shall have the same meaning;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"Pre-KAMM"	a brief internal stakeholder meeting held in preparation for each KAMM to determine and agree escalations to be covered with the Supplier at the monthly KAMM, and references to "**Estates Stakeholders Pre-KAMM**" shall have the same meaning;
"Specification"	has the meaning given in Joint Schedule 1 (Definitions);
"Supplier's Contract Manager"	the manager appointed in accordance with Paragraph2.1 of this Call-Off Schedule 15 (Call-Off Contract Management);
"Temporary ELKAMM Members"	has the meaning given to it in Paragraph 5.9.1 of Annex 2 (Executive Level Key Management Meeting) to this Call-Off Schedule 15 (Call-Off Contract Management); and
"Temporary KAMM Members"	has the meaning given to it in Paragraph 5.9.1 of Annex 1 (Key Level Account Management Meeting) to this Call-Off Schedule 15 (Call-Off Contract Management);
"Working Day"	any working day other than a Saturday or Sunday or public holiday in England and Wales.

2 Contract Management

2.0 The Supplier and the Buyer shall each appoint a Contract Manager for the purposes of this Call-Off Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.

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 Call-Off Contract can be fully realised.

2.2 The Contract Management arrangements for this Call-Off Contract shall apply from the Call-Off Start Date until expiry or termination of the Call-Off Contract.

2.3 The Supplier is required to align all Buyer operational governance within each workstream across the Deliverables (Contract Management Terms of Reference ("**ToR**") and cadence to be agreed and established during the Mobilisation Period) with the appropriate level of resource to support in defining ToR, preparing agreed reports in advance of the meeting, producing minutes within an agreed timescale with the Buyer and producing an updated action log (issued no fewer than one (1) Working Day in advance of non-emergency meetings).

2.4 The Supplier and Buyer operational governance ToR will have clearly defined escalation routes into the Pre-KAMM and KAMM meetings (to be agreed during the Mobilisation Period), relating to risks and issues (rated medium to high) which cannot be resolved in these operational Contract Management forums.

2.5 Notwithstanding all other Contract Management and reporting requirements established in this Call-Off Contract and its Schedules, the outline structure of the Contract Management arrangements for this Call-Off Contract (the initial iteration of which is detailed at Annex 3) shall be agreed between the Buyer and the Supplier during the Mobilisation Period and shall be subject to variation by the Buyer throughout the Call-Off Contract Period.

3 Role of the Contract Manager

3.0 The Buyer's Authorised Representative may fulfil the Buyer's obligations and exercise the rights of the Buyer, save as otherwise notified by the Buyer, for the purposes of this Call-Off Schedule 15 (Call-Off Contract Management).

3.1 The Supplier's Contract Manager's role shall be:

3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;

3.1.2 able to delegate their position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it

will be delegated person's responsibility to fulfil the Supplier's Contract Manager's 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 Managers in regards to the Call-Off Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

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

4 Role of the Key Account Management Meeting and Executive Level Key Account Management Meeting

4.0 The Executive Level Key Account Management Meeting shall act as a point of escalation for the Key Account Management Meeting.

4.1 The Key Account Management Meeting and Executive Level Key Account Management Meeting shall be established by the Buyer and the Supplier for the purposes of this Call-Off Contract as set out in Annexes 1 and 2 to this Call-Off Schedule 15 (Call-Off Contract Management).

4.2 The members, frequency, location and planned start date of the meetings shall be established as set out in Annexes 1 and 2 to this Call-Off Schedule 15 (Call-Off Contract Management).

4.3 The procedure in the event that either Party wishes to replace any of its appointed meeting members is set out in Annexes 1 and 2 to this Call-Off Schedule 15 (Call-Off Contract Management).

4.4 Each Party shall ensure that its KAMM and ELKAMM members shall make all reasonable efforts to attend meetings at which that member's attendance is required.

4.5 The purpose of the KAMM and ELKAMM will be, inter alia, to review the Supplier's and certain Subcontractor's performance under this Call-Off Contract. Further detail is set out in Annexes 1 and 2 to this Call-Off Schedule 15 (Call-Off Contract Management).

5 Reporting under the Framework Contract

5.1 Pursuant to the Supplier's obligations under Framework Schedule 4 (Framework Management) and Framework Schedule 5 (Management Charges and Information) of the Framework Contract, the Supplier shall provide the

Buyer with copies of any materials provided to CCS which pertain to, or contain reference to, this Call-Off Contract at the same time as it provides these materials to CCS.

6 Contract Risk Management

6.0 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.

6.1 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:

6.1.1 the identification and management of risks;

6.1.2 the identification and management of issues;

6.1.3 monitoring and controlling project plans; and

6.1.4 monitoring and disclosing to the Buyer any risks allocated by the Supplier to their supply chain.

6.2 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.

6.3 The Supplier will maintain a risk register of the risks relating to the Call-Off Contract which the Buyer's and the Supplier have identified.

7 Additional Time

7.1 The Supplier shall be entitled to additional time if and to the extent that Delivery is or will be delayed by:

7.1.1 a Variation (unless additional time has been agreed under Clause 24 (Changing the contract) of the Core Terms);

7.1.2 an Authority Cause; or

7.1.3 a Force Majeure Event.

7.2 If the Supplier considers itself to be entitled to additional time for Delivery, the Supplier shall give notice to the Buyer in accordance with Clauses 5.2 (The buyer's obligations to the supplier) and 25 (How to communicate about the contract) of the Core Terms. On receipt of such notice the Buyer shall give additional time to the Supplier by fixing such later date for Delivery as the Buyer estimates to be fair and reasonable.

7.3 When determining each entitlement to additional time under this Paragraph, the Buyer shall review previous determinations and may increase, but shall not decrease, the total additional time.

ANNEX 1
KEY ACCOUNT MANAGEMENT MEETING

1 Key Account Management Meeting

1.1 The Buyer and the Supplier shall establish and maintain a Key Account Management Meeting consisting of:

1.1.1 at least three (3) members from the Buyer, one of which will be the Key Account Management Meeting Chairperson; and

1.1.2 three (3) members from the Supplier.

1.2 In the event that the Buyer wishes to replace the Chairperson, it shall notify the Supplier in writing which member shall be appointed as Chairperson in place of the existing Chairperson and the replacement shall take effect on the date stated by the Buyer or immediately if the Buyer does not specify a date.

1.3 The Supplier shall provide a Monthly report on the performance of all Subcontractors notified to the Supplier by the Buyer during the Mobilisation Period. The Buyer may notify the Supplier at any time during the Call-Off Contract Period of Subcontractors to be either added to or removed from the Monthly report at no cost to the Buyer. The Supplier shall provide the Monthly report to the Buyer no fewer than five (5) Working Days in advance of each Key Account Management Meeting.

2 Function

2.1 The Supplier acknowledges and agrees that the functions of the Key Account Management Meeting may be changed at any time during the Call-Off Contract Period on reasonable notice to the Supplier to reflect the Buyer's business priorities and requirements. From the commencement of the Call-Off Start Date, unless and until notified otherwise, the functions of the KAMM shall include but not be limited to:

2.1.1 monitor and oversee operational issues escalated by the Estates Stakeholders Pre-KAMM including health and safety performance, security governance performance, performance against the Performance Table, forthcoming planned projects work and any changes to the Affected Property;

2.1.2 oversee meetings between the Parties' respective management teams, together with whatever direct daily contact is necessary to manage the contract;

2.1.3 be accountable to the Executive Level Key Account Management Meeting for comprehensive oversight of the delivery of the Specification;

2.1.4 report to the Executive Level Key Account Management Meeting on significant issues requiring decision and resolution by the Executive Level Key Account Management Meeting;

2.1.5 assess, analyse and record the impact of issues relating to delivery of the Specification and performance;

2.1.6 provide minutes of its meetings to the Executive Level Key Account Management Meeting and escalate any significant issues that require resolution by the Executive Level Key Account Management Meeting;

2.1.7 review the Monthly subcontractor report provided by the Supplier pursuant to Paragraph 1.3 of this Annex 1;

2.1.8 monitor and review all aspects of the financial performance of this Call-Off Contract and the Deliverables provided by the Supplier;

2.1.9 assess, analyse and record the impact of any Variations and Defaults;

2.1.10 assess, analyse and record the impact of the Performance Measures regime on financial performance;

2.1.11 monitor and review any initiatives to generate a cost saving to the Buyer including matters of Continuous Improvement;

2.1.12 oversee the operation of the pricing and payment provisions of the contract;

2.1.13 ensure that this Call-Off Contract is at all times operated in a manner which optimises the value for money derived by the Buyer and the commercial benefit derived by the Supplier;

2.1.14 determine business strategy and provide guidance on policy matters which may impact on the Deliverables or the Specification;

2.1.15 provide guidance to the Executive Level Key Account Management Meeting on matters escalated to it;

2.1.16 ensure that arrangements are in place to achieve the Buyer's objectives;

2.1.17 review and assess the success of the Call-Off Contract and the relationship between the Parties;

2.1.18 review developments in the Buyer's and the Supplier's businesses and in the marketplace generally, and assess the implications (if any) for the service and the Call-Off Contract in general;

2.1.19 ensure that both Parties are bringing to bear the necessary skills and capabilities to meet their respective obligations under the Call-Off Contract;

2.1.20 at least once in a six (6) month period, review and discuss any invocations of any BCDR Plan;

2.1.21 allow both Parties to report on the matters described in Paragraphs 2.1(a) (i) - (v) of Annex 2 to Joint Schedule 11 (Processing Data);

2.1.22 review framework reporting information pertaining to this Call-Off Contract submitted by the Supplier to CCS; and

2.1.23 any other matters relating to the performance of the Call-Off Contract (including the operation of this Call-Off Schedule 15 (Call-Off Contract Management)) that the Buyer may wish to discuss from time to time.

3 Role

3.1 The role of the Key Account Management Meeting as regards this Call-Off Contract includes but is not limited to making recommendations to the Buyer and to the Supplier, which the Buyer and the Supplier may accept or reject at their complete discretion. Neither the Key Account Management Meeting itself, nor its members acting in that capacity, shall have any authority to vary any of the provisions of this Call-Off Contract or to make any decision binding on the Parties. The Buyer and the Supplier shall not rely on any act or omission of the Key Account Management Meeting, or any members of the Key Account Management Meeting acting in that capacity, so as to give rise to any waiver or personal bar in respect of any right, benefit or obligation of the Buyer and the Supplier under this Call-Off Contract. No discussion, review or recommendation by the Key Account Management Meeting shall relieve the Buyer and the Supplier of any liability or vary any such liability or any right or benefit

4 Representatives

4.1 The Buyer and the Supplier may appoint their representatives on the Key Account Management Meeting and remove those representatives and appoint replacements, by written notice delivered to the other Party at any time. A representative on the Key Account Management Meeting may appoint and remove an alternate (who may be another representative of that Party) in the same manner. If a representative is unavailable (and the other Party's representative may rely on the alternate's statement that the representative is unavailable) his alternate shall have the same rights and powers as the representative.

5 Practices and Procedures

5.1 Place and Time

5.1.1 Subject to Paragraph 5.1.2 (Place and Time), the Key Account Management Meeting will take place at such places and times as the Parties shall decide. A standing agenda shall be agreed by the Parties during the Mobilisation Period and updated during the Call-Off Contract Period as required. Either party may introduce additional items to the agenda for the subsequent KAMM by notice

to the other party no later than two (2) Working Days before the KAMM; and

5.1.2 In the event of an emergency, a meeting may be called at any time on such notice as may be reasonable in the circumstances.

5.2 Frequency

5.2.1 The Key Account Management Meeting shall meet at least once every Month from the Start Date until the end of the Call-Off Contract Period unless the Buyer requires the Supplier to attend during the Termination Assistance Period.

5.2.2 Subject to Paragraph 5.2.3, the Key Account Management Meeting shall be replaced by the Executive Level Key Account Management Meeting on one occasion in each quarter of each Contract Year, in accordance with Annex 2 of this Call-Off Schedule.

5.2.3 The Buyer may require a Key Account Management Meeting to be held in the same month as an Executive Level Key Account Management Meeting on giving reasonable notice to the Supplier.

5.3 Quorum

5.3.1 The quorum for the proper and valid conduct of any business of the Key Account Management Meeting shall be at least four (4) persons including at least two representatives of the Buyer pursuant to Paragraph 4 (Representatives).

5.3.2 If a quorum is not present at any meeting of the Key Account Management Meeting within fifteen (15) minutes of that meeting's start time, it shall be adjourned to a date which is no greater than five (5) Working Days later or such other time as the Parties may agree.

5.4 Recommendations of the Key Account Management Meeting

5.4.1 Recommendations and other decisions of the Key Account Management Meeting must have the affirmative vote of all those voting on the matter, which must include not less than four (4) representatives, at least two (2) of which shall be representatives of the Buyer.

5.5 Minutes

5.5.1 Minutes of all decisions (including those made by telephone or other telecommunication form) and meetings of the Key Account Management Meeting shall be recorded by the Buyer and copies circulated to the Supplier normally within three (3) Working Days of the making of the decision or the holding of the meeting. A full set of minutes shall be kept by the Buyer and shall be open to inspection

by the Supplier at any time during normal business hours on reasonable notice.

5.6 Voting

5.6.1 Each member of the Key Account Management Meeting shall have one (1) vote. In the event of deadlock on any issue before the Key Account Management Meeting, the Key Account Management Meeting Chairperson shall have the casting vote.

5.7 Attendance

5.7.1 Each of the Parties shall use all reasonable endeavours to ensure the regular attendance in person of their representatives at all meetings of the Key Account Management Meeting and will ensure that their representatives are appropriately empowered to agree matters on its behalf.

5.8 Telephone meetings etc

5.8.1 Where the representatives of the Key Account Management Meeting consider it appropriate (by affirmative vote of all those voting on the matter which must include not less than one (1) representative of the Buyer and one (1) representative of the Supplier) meetings may also be held by telephone call or video conference or a combination of the same, at which all participants are able to speak to and hear each of the other participants and at which for all times at that meeting a quorum of the Key Account Management Meeting is able to so participate.

5.9 Temporary members

5.9.1 The members of the Key Account Management Meeting may from time to time invite to any meeting of the Key Account Management Meeting such other persons including Subcontractors and/or others (**Temporary KAMM Members**) as members of the Key Account Management Meeting may agree (in accordance with Paragraph
5.4. (Recommendations of the Key Account Management Meeting)) of this Annex 1. For the avoidance of doubt, Temporary KAMM Members shall have no voting rights**.**

ANNEX 2
EXECUTIVE LEVEL KEY ACCOUNT MANAGEMENT MEETING

1 Executive Level Key Account Management Meeting

1.0 The Parties shall establish and maintain an Executive Level Key Account Management Meeting consisting of:

1.0.1 at least three (3) members from the Buyer, one of which will be the Executive Level Key Account Management Meeting Chairperson; and

1.0.2 three (3) members from the Supplier.

2 Role

2.0 The role of the Executive Level Key Account Management Meeting as regards this Call-Off Contract includes but is not limited to making recommendations to the Buyer and to the Supplier, which the Buyer and the Supplier may accept or reject at their complete discretion. Neither the Executive Level Key Account Management Meeting, nor its members acting in that capacity, shall have any authority to vary any of the provisions of this Call-Off Contract or to make any decision binding on the Parties. The Buyer and the Supplier shall not rely on any act or omission of the Executive Level Key Account Management Meeting, or any members of the Executive Level Key Account Management Meeting acting in that capacity, so as to give rise to any waiver or personal bar in respect of any right, benefit or obligation of the Buyer and the Supplier under this Call-Off Contract. No discussion, review or recommendation by the Executive Level Key Account Management Meeting shall relieve the Buyer and the Supplier of any liability or vary any such liability or any right or benefit

3 Representatives

3.0.1 The Buyer and the Supplier may appoint their representatives on the Executive Level Key Account Management Meeting and remove those representatives and appoint replacements, by written notice delivered to the other Party at any time. A representative on the Executive Level Key Account Management Meeting may appoint and remove an alternate (who may be another representative of that Party) in the same manner. If a representative is unavailable (and the other Parties' representative may rely on the alternate's statement that the representative is unavailable) his alternate shall have the same rights and powers as the representative.

3.0.2 In the event that the Buyer wishes to replace the Chairperson, it shall notify the Supplier in writing which member shall be appointed as Chairperson in place of the existing Chairperson and the replacement shall take effect on the date stated by the Buyer or immediately if the Buyer does not state a date.

4 Function

4.0 From the commencement of the Call-Off Start Date, unless and until notified otherwise, the Executive Level Key Account Management Meeting shall be responsible for the executive management of the operational performance of this Call-Off Contract and shall be responsible for issues escalated to it by the Key Account Management Meeting for comprehensive oversight of matters of operational performance.

4.1 The members of the Executive Level Key Account Management Meeting shall comprise management staff of the Supplier and the Buyer responsible for the daily delivery of the Deliverables and Specification and who have a thorough understanding of them.

5 Practices and Procedures

5.1 Place and time

5.0.1 Subject to Paragraph 5.0.2 (Place and Time), meetings of the Executive Level Key Account Management Meeting will take place at such places and times as the Parties shall decide. A standing agenda shall be agreed by the Parties during the Mobilisation Period and updated during the Call-Off Contract Period as required. Either party may introduce additional items to the agenda for the subsequent ELKAMM by notice to the other party no later than two (2) Working Days before the ELKAMM.

5.0.2 In the event of an emergency, a meeting may be called at any time on such notice as may be reasonable in the circumstances.

5.1 Frequency

5.1.1 The Executive Level Key Account Management Meeting shall meet at least once every quarter from the commencement of the Call-Off Contract Period until such time as the Executive Level Key Account Management Meeting shall agree otherwise.

5.2 Quorum

5.2.1 The quorum for the proper and valid conduct of any business of the Executive Level Key Account Management Meeting shall be at least four (4) persons including at least two (2) representatives of the Buyer.

5.2.2 If a quorum is not present at any meeting of the Executive Level Key Account Management Meeting within fifteen (15) minutes of that meeting's start time, it shall be adjourned to a date which is no greater than five (5) Working Days later or such other time as the Parties may agree.

5.3 Recommendations of the Executive Level Key Account Management Meeting

5.3.1 Recommendations and other decisions of the Executive Level Key Account Management Meeting must have the affirmative vote of all

those voting on the matter, which must include not less than four (4) representatives, at least two (2) of which shall be representatives of the Buyer.

5.4 Minutes

5.4.1 Minutes of all decisions (including those made by telephone or other telecommunication form) of the Executive Level Key Account Management Meeting shall be recorded by the Buyer and copies circulated to the Supplier normally within three (3) Working Days of the making of the decision or the holding of the meeting. A full set of minutes shall be kept by the Buyer and shall be open to inspection by the Supplier at any time during normal business hours on reasonable notice.

5.5 Voting

5.5.1 Each member of the Executive Level Key Account Management Meeting shall have one (1) vote. In the event of deadlock on any issue before the Executive Level Key Account Management Meeting, the Chairperson shall have the casting vote.

5.6 Attendance

5.6.1 Each of the Parties shall use all reasonable endeavours to ensure the regular attendance in person of their representatives at all meetings of the Executive Level Key Account Management Meeting and will ensure that their representatives are appropriately empowered to agree matters on its behalf.

5.7 Telephone meetings etc

5.7.1 Where the representatives of the Executive Level Key Account Management Meeting consider it appropriate (by affirmative vote of all those voting on the matter which must include not less than one (1) representative of the Buyer and one (1) representative of the Supplier) meetings may also be held by telephone call or video conference or a combination of the same, at which all participants are able to speak to and hear each of the other participants and at which for all times at that meeting a quorum of the Executive Level Key Account Management Meeting is able to so participate.

5.8 Temporary members

5.8.1 The members of the Executive Level Key Account Management Meeting may from time to time invite to any Executive Level Key Account Management Meeting such other persons including Subcontractors and/or Others (**Temporary ELKAMM Members**) as members of the Executive Level Key Account Management Meeting and may agree (in accordance with Paragraph 5.4. (Recommendations of the Executive Level Key Account

Management Meeting) of this Annex 2). For the avoidance of doubt, Temporary ELKAMM Members shall have no voting rights.

6 The Executive Level Key Account Management Meeting annual review

The fourth quarterly Executive Level Key Account Management Meeting in any Contract Year shall also be used to conduct an annual review of the Deliverables, starting on or around the first anniversary of the commencement of the Call-Off Contract Period until the expiry or termination of the Call-Off Contract.

7 The purpose of the annual review meeting shall be (without limitation) to review the following matters:

7.0.1 the operation of this Call-Off Contract;

7.0.2 Savings;

7.0.3 Continuous Improvement, in accordance with Paragraph 2.3.13 of Call-Off Schedule 3 (Continuous Improvement);

7.0.4 review of the KPIs and the SPIs and the Buyer proposals to amend the KPIs and SPIs; and

7.0.5 any other matters that the Buyer notifies to the Supplier.

7.1 The meetings shall be attended by:

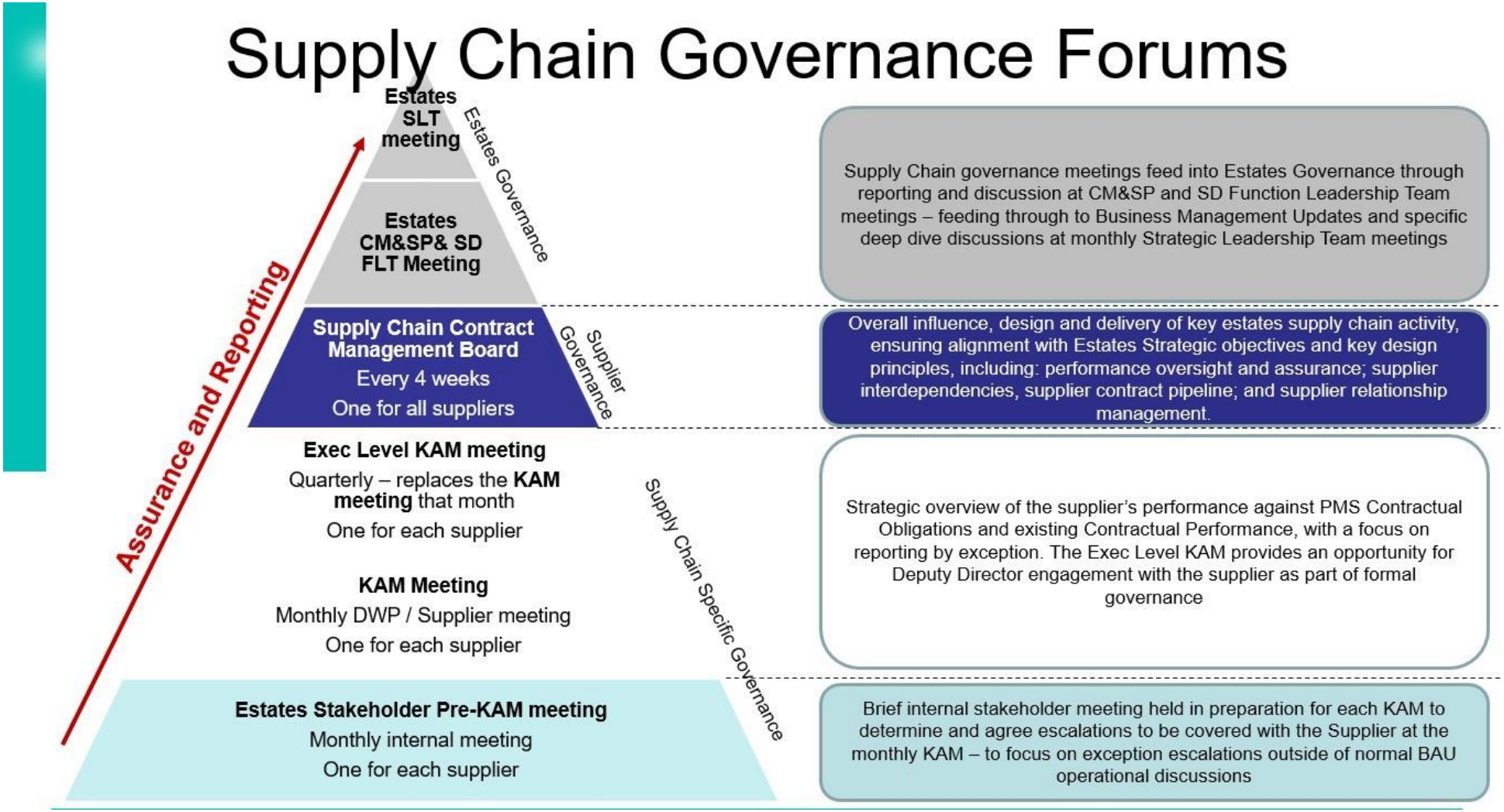
7.1.1 senior board level staff from the Supplier;

7.1.2 other representatives of the Supplier;

7.1.3 representatives of the Buyer; and

7.1.4 any other persons considered by the Buyer necessary for the review.

ANNEX 3 (GOVERNANCE STRUCTURE)



Call-Off Schedule 16 (Benchmarking) (V3)

1 Definitions

1.1 In this Call-Off Schedule the following expressions shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Benchmark Report"	the report produced by the Benchmarker following the Benchmark Review as further described in Paragraph 3.3 of this Call-Off Schedule 16 (Benchmarking);
"Benchmark Review"	a review of the Deliverables carried out in accordance with this Call-Off Schedule to determine whether those Deliverables represent Good Value;
"Benchmarked Deliverables"	any Deliverables included within the scope of a Benchmark Review pursuant to this Call-Off Schedule and references to "**Benchmarked Deliverable**" shall be construed accordingly;
"Benchmarker"	the independent third party appointed under Paragraph 3.1.6 of this Call-Off Schedule 16 (Benchmarking);
"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;
"Comparable Prices"	means the prices proposed by each member of the Comparable Group in relation to the Comparable Deliverables;
"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 Deliverables provided by the Comparison Group;

"Good Value"	in relation to a Benchmarked Deliverable, that: (a) having taken into account the relevant Performance Measures and associated Target Performance levels, the value for money of the Charges attributable to that Benchmarked Deliverable is at least as good as the value for money of the Upper Quartile; and (b) any Performance Indicators and associated Target Performance levels are having taken into account the Charges, equal to or better than the median service levels for the Comparable Deliverable using Equivalent Data; and

"Upper Quartile"	the top 25% of instances of a Comparable Deliverable by members of the Comparison Group ranked by best value for money for the recipients of Comparable Deliverables.

2 **When you should use this Call-Off Schedule**

2.1 The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Call-Off Contract Period.

2.2 This Call-Off Schedule seeks to ensure this Call-Off Contract represents value for money throughout its lifetime.

2.3 The Buyer shall be entitled to terminate the Call-Off Contract in accordance with Paragraph 10.4 and Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights) if the Supplier refuses or fails to comply with its obligations as set out in Paragraph 3 of this Call-Off Schedule 16 (Benchmarking).

2.4 Amounts payable under this Call-Off Schedule 16 (Benchmarking) shall not fall within the definition of Actual Costs.

3 **Benchmarking**

3.1 How benchmarking works

3.1.1 The Buyer and the Supplier recognise that, where specified in the Framework Contract, the Buyer may give CCS the right to enforce the Buyer's rights under this Call-Off 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 Start Date or at intervals of less than twelve (12) months after any previous Benchmark Review relating to the same Deliverables.

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 in the notice given under Paragraph 3.1.2 of this Call-Off Schedule 16 (Benchmarking).

3.1.6 The Buyer shall nominate the name of a proposed Benchmarker to carry out the Benchmark Review. The Supplier must within ten (10) Working Days agree the proposed Benchmarker or shall provide reasons in writing why it considers the Buyer's proposal to be inappropriate and nominate an alternative proposed Benchmarker.

3.1.7 The Buyer shall appoint:

(1) the Benchmarker agreed with the Supplier; or

(2) if the Parties have not agreed the identity of the Benchmarker within twenty (20) days of the initial request for Benchmark Review such Benchmarker as the Buyer (in its absolute discretion) considers appropriate.

3.1.8 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 Deliverables and/or the Charges attributable to the relevant Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the Benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the Benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

3.1.9 The Buyer shall, at the written request of the Supplier, require the Benchmarker to enter into a confidentiality agreement with the Supplier in, or substantially in, the form set out in Annex 1 to this Call-Off Schedule 16 (Benchmarking).

3.2 Benchmarking Process

3.2.1 The Buyer shall require the Benchmarker to produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review within ten (10) Working Days after the date of the appointment of the Benchmarker or such longer period as the Benchmarker shall reasonably request in all the circumstances. The draft plan shall include:

(1) a proposed cost and timetable for the Benchmark Review;

(2) a description of the benchmarking methodology to be used which shall demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose;

(3) a description of how the Benchmarker will scope and identify the Comparison Group;

(4) a description of the information that the Benchmarker requires each Party to provide;

(5) details of any entities which the Benchmarker proposes to include within the Comparison Group; and

(6) if in the Benchmarker's professional opinion there are no Comparable Deliverables or the number of entities carrying out Comparable Deliverables is insufficient to create a Comparison Group, a detailed approach for meeting the relevant benchmarking purpose using a proxy for the Comparable Deliverables and/or Comparison Group as applicable.

3.2.2 The Parties acknowledge that the selection and or use of proxies for the Comparison Group (both in terms of number and identity of entities) and Comparable Deliverables shall be a matter for the Benchmarker's professional opinion.

3.2.3 The Buyer shall 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 shall be reasonable). If amendments are suggested then the Benchmarker shall produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.

3.2.4 The Buyer shall notify the Benchmarker and the Supplier in writing once it Approves the draft plan. The Buyer shall not unreasonably withhold or delay its Approval of the draft plan.

3.2.5 Once it has received written Approval from the Buyer of the draft plan, the Benchmarker shall carry out the Benchmark Review in accordance with the plan.

Each Party shall procure that all the information described in the plan, together

with any additional information reasonably required by the Benchmarker is provided to the Benchmarker without undue delay. If the Supplier fails to provide any information requested from it by the Benchmarker and described in the plan, such failure shall constitute a material Default for the purposes of Paragraph 8 of Call-Off Schedule 26 (Buyer Remedies for default and step in rights).

3.2.6 Each Party shall co-operate fully with the Benchmarker, including by providing access to records, technical documentation, premises, equipment, systems and personnel at times reasonably requested by the Benchmarker, provided that the Benchmarker shall be instructed to minimise any disruption to the Deliverables. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Deliverables.

3.2.7 Either Party may provide additional material to the Benchmarker to assist the Benchmarker in conducting the Benchmark Review.

3.2.8 Once it has received the information it requires, the Benchmarker shall:

(1) finalise the sample of entities constituting the Comparison Group and collect data relating to Comparable Prices and Comparable Deliverables. The selection of the Comparable Prices and Comparable Deliverables (both in terms of number and identity) shall be a matter for the Benchmarker's professional judgment using:

(1) market intelligence;

(2) the Benchmarker's own data and experience;

(3) relevant published information; and

(4) subject to Paragraph 3.2.10 of this Call-Off Schedule 16 (Benchmarking) information from other suppliers or purchasers on Comparable Prices and Comparable Deliverables;

(2) by applying the adjustment factors listed in Paragraph 3.2.10 and from an analysis of the Comparable Deliverables, derive the Equivalent Data;

(3) derive the relative value for money of the charges payable for the Comparable Deliverables using the Equivalent Data and from that calculate the Upper Quartile;

(4) derive the median service levels relating to the Comparable Deliverables using the Equivalent Data;

(5) compare the value for money of the Charges attributable to the Benchmarked Deliverables (having regard in particular to the applicable Performance Measures or any reduction in Target Performance levels) to the value for money of the Upper Quartile;

(6) compare the Performance Measurements and Target Performance attributable to the Benchmarked Deliverables (having regard to the Charges and KPI Credits) with the median service levels using the Equivalent Data; and

(7) determine whether or not each Benchmarked Deliverable is, and/or the Benchmarked Deliverables as a whole are, Good Value.

3.2.9 The Benchmarker shall use all reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Prices.

3.2.10 In carrying out the benchmarking analysis the Benchmarker shall have regard to the following matters when performing a comparative assessment of the

Benchmarked Deliverable and the Comparable Deliverable in order to derive Equivalent Data:

(1) the contractual terms and business environment under which the Benchmarked Deliverable and the Comparable Deliverable are being provided (including in terms of their scope, scale, complexity and geographical spread);

(2) exchange rates;

(3) any front end investment and development costs of the Supplier;

(4) the Supplier's risk profile including the financial, performance or liability risks associated with the provision of the Deliverables as a whole;

(5) the extent of the Supplier's management and contract governance responsibilities; and

(6) 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 (such as erroneous costing, non-sustainable behaviour including excessive consumption of energy or over-aggressive pricing).

3.3 Benchmarking Report

3.3.1 The Benchmarker shall be instructed to 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 which shall:

(1) include a finding as to whether or not each Benchmarked Deliverable is and/or whether the Benchmarked Deliverables as a whole are, Good Value;

(2) 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 Deliverable Good Value;

(3) include sufficient detail and transparency so that the Buyer can interpret and understand how the Benchmarker has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value;

(4) include other findings (if any) regarding the quality and competitiveness or otherwise of the Benchmarked Deliverables; and

(5) illustrate the method used for any normalisation of the Equivalent Data.

3.3.2 If the Benchmark Report states that any Benchmarked Deliverable is not Good Value or that the Benchmarked Deliverables as a whole are not Good Value, then the Supplier shall (subject to Paragraph 3.3.4) implement the changes set out in the Benchmark Report as soon as reasonably practicable within timescales agreed with the Buyer but in any event within no more than three (3) Months. Any associated changes to the Charges for the Deliverables shall take effect only from the same date and shall not be retrospective. For the avoidance of doubt, any changes to the Charges will not constitute a Saving.

3.3.3 The Supplier acknowledges and agrees that no Benchmark Review shall result in any increase to the Charges, disapplication of the Performance Measures or any reduction in Target Performance levels.

3.3.4 The Supplier shall not be obliged to implement any changes set out in a Benchmark Report to the extent the Supplier demonstrates to the Buyer's

reasonable satisfaction that it cannot technically implement the recommended changes.

3.3.5 Subject always to Paragraph 3.3.4, any failure by the Supplier to implement the changes as set out in the Benchmark Report in accordance with the relevant timescales shall, without prejudice to any other rights or remedies of the Buyer, constitute a material Default of this Call-Off Contract and of Paragraph 8 of Call-Off Schedule 26 (Buyer Remedies for default and step in rights) shall apply accordingly.

ANNEX 1: CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on [date]

BETWEEN:

(1) **[*insert name*]** of [***insert address***] (the "**Supplier**"); and

(2) **[*insert name*]** of [***insert address***] (the "**Benchmarker**" and together with the Supplier, the "**Parties**").

WHEREAS:

(A) [insert name of Buyer] (the "**Buyer**") and the Supplier are party to a contract dated [insert date] (the "**Contract**") for the provision by the Supplier of [insert brief description of services] to the Buyer.

(B) The Benchmarker is to receive Confidential Information from the Supplier for the purpose of carrying out a benchmarking review for the Buyer of one or more of such services pursuant to the terms of the Contract (the "**Permitted Purpose**").

IT IS AGREED as follows:

1 Interpretation

1.1 In this Agreement, unless the context otherwise requires:

"Confidential Information"	means: (a) Information, including all personal data within the meaning of the Data Protection Act 2018, and however it is conveyed, provided by the Supplier to the Benchmarker pursuant to this Agreement that relates to: (i) the Supplier; or (ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Supplier; (b) other Information provided by the Supplier pursuant to this Agreement to the Benchmarker that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential which comes (or has come) to the Benchmarker's attention or into the Benchmarker's possession in connection with the Permitted Purpose; (c) discussions, negotiations, and correspondence between the Supplier or any of its directors, officers, employees, consultants or professional advisers and the Benchmarker or any of its directors, officers, employees, consultants and professional advisers in connection with the Permitted Purpose and all matters arising therefrom; and

	(d) Information derived from any of the above, but not including any information that: (e) was in the possession of the Benchmarker without obligation of confidentiality prior to its disclosure by the Supplier; (f) the Benchmarker obtained on a non-confidential basis from a third party who is not, to the Benchmarker's knowledge or belief, bound by a confidentiality agreement with the Supplier or otherwise prohibited from disclosing the information to the Benchmarker; (g) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality; or (h) was independently developed without access to the Confidential Information;
"Information"	means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form); and
"Permitted Purpose"	has the meaning given to that expression in recital (B) to this Agreement.

1.2 In this Agreement:

1.2.1 a reference to any gender includes a reference to other genders;

1.2.2 the singular includes the plural and vice versa;

1.2.3 the words “include” and cognate expressions shall be construed as if they were immediately followed by the words “without limitation”;

1.2.4 references to any statutory provision include a reference to that provision as modified, replaced, amended and/or re-enacted from time to time (before or after the date of this Agreement) and any prior or subsequent subordinate legislation made under it;

1.2.5 headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement; and

1.2.6 references to Clauses are to clauses of this Agreement.

2 Confidentiality Obligations

2.1 In consideration of the Supplier providing Confidential Information to the Benchmarker, the Benchmarker shall:

2.1.1 treat all Confidential Information as secret and confidential;

2.1.2 have in place and maintain proper security measures and procedures to protect the confidentiality of the Confidential Information (having regard to its form and nature);

2.1.3 not disclose or permit the disclosure of any of the Confidential Information to any other person without obtaining the prior written consent of the Supplier or, if relevant, other owner or except as expressly set out in this Agreement;

2.1.4 not transfer any of the Confidential Information outside the United Kingdom;

2.1.5 not use or exploit any of the Confidential Information for any purpose whatsoever other than the Permitted Purpose;

2.1.6 immediately notify the Supplier in writing if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Confidential Information; and

2.1.7 once the Permitted Purpose has been fulfilled:

(1) destroy or return to the Supplier all documents and other tangible materials that contain any of the Confidential Information;

(2) ensure, so far as reasonably practicable, that all Confidential Information held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Benchmarker) from any computer, word processor, voicemail system or any other device; and

(3) make no further use of any Confidential Information.

3 Permitted Disclosures

3.1 The Benchmarker may disclose Confidential Information to those of its directors, officers, employees, consultants and professional advisers who:

3.1.1 reasonably need to receive the Confidential Information in connection with the Permitted Purpose; and

3.1.2 have been informed by the Benchmarker of the confidential nature of the Confidential Information; and

3.1.3 have agreed to terms similar to those in this Agreement.

3.2 The Benchmarker shall be entitled to disclose Confidential Information to the Buyer for the Permitted Purpose and to any expert appointed in relation to a Dispute as referred to in Paragraph 5.7 of this Call-Off Schedule 16 (Benchmarking) to this Call-Off Contract.

3.3 The Benchmarker shall be entitled to disclose Confidential Information to the extent that it is required to do so by applicable law or by order of a court or other public body that has jurisdiction over the Benchmarker.

3.4 Before making a disclosure pursuant to Paragraph 3.3, the Benchmarker shall, if the circumstances permit:

3.4.1 notify the Supplier in writing of the proposed disclosure as soon as possible (and if possible before the court or other public body orders the disclosure of the Confidential Information); and

3.4.2 ask the court or other public body to treat the Confidential Information as confidential.

4 General

4.1 The Benchmarker acknowledges and agrees that all property, including intellectual property rights, in Confidential Information disclosed to it by the Supplier shall remain with and be vested in the Supplier.

4.2 This Agreement does not include, expressly or by implication, any representations, warranties or other obligations:

4.2.1 to grant the Benchmarker any licence or rights other than as may be expressly stated in this Agreement;

4.2.2 to require the Supplier to disclose, continue disclosing or update any Confidential Information; or

4.2.3 as to the accuracy, efficacy, completeness, capabilities, safety or any other qualities whatsoever of any Information or materials provided pursuant to or in anticipation of this Agreement.

4.3 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law. No failure or delay by either Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

4.4 Without prejudice to any other rights or remedies that the Supplier may have, the Benchmarker acknowledges and agrees that damages alone may not be an adequate remedy for any breach by the Benchmarker of any of the provisions of this Agreement. Accordingly, the Benchmarker acknowledges that the Supplier shall be entitled to the remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of this Agreement and/or breach of confidence and that no proof of special damages shall be necessary for the enforcement of such remedies.

4.5 The maximum liability of the Benchmarker to the Supplier for any breach of this Agreement shall be limited to ten million pounds (£10,000,000).

4.6 For the purposes of the Contracts (Rights of Third Parties) Act 1999 no one other than the Parties has the right to enforce the terms of this Agreement.

4.7 Each Party shall be responsible for all costs incurred by it or on its behalf in connection with this Agreement.

4.8 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

5 Notices

5.1 Any notice to be given under this Agreement (each a "**Notice**") shall be given in writing and shall be delivered by hand and shall be deemed to have been duly given at the time of delivery provided that such Notice is sent to the relevant physical address, and expressly marked for the attention of the relevant individual, set out in Paragraph 5.2.

5.2 Any Notice:

5.2.1 if to be given to the Supplier shall be sent to:

[*Address*]

Attention: [*Contact name and/or position, e.g. "The Finance Director"*]

5.2.2 if to be given to the Benchmarker shall be sent to:

[*Name of Organisation*]

[*Address*]

Attention: [ ]

6 Governing law

6.1 This Agreement shall be governed by, and construed in accordance with, English Law and any matter claim or dispute arising out of or in connection with this Agreement whether contractual or non-contractual, shall be governed by and determined in accordance with English Law.

6.2 Each Party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this Agreement.

IN WITNESS of the above this Agreement has been signed by the duly authorised representatives of the Parties on the date which appears at the head of page 1.

For and on behalf of [*name of Supplier*]

Signature: _____ Date:

Name: Position:

For and on behalf of [*name of Benchmarker*]

Signature: _____ Date:

Name: Position:

Call-Off Schedule 18 (Background Checks) (V2)

1. When you should use this Schedule

The Supplier must ensure that Supplier Staff are vetted in accordance with this Call-Off Schedule 18 (Background Checks).

2. Definitions

"BPSS" means the HMG Baseline Personnel Security Standard as it may be updated from time to time and which is currently available to download here: Government baseline personnel security standard - GOV.UK (www.gov.uk).

"Relevant Conviction" means any conviction listed in Annex 1 to this Call-Off Schedule 18 (Background Checks).

3. Relevant Convictions

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

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

3.2.1 carry out a check with the records held by the Department for Education (DfE);

3.2.2 conduct thorough questioning regarding any Relevant Convictions; and

3.2.3 ensure a police check is completed and such other checks as may be carried out through the DBS relevant to the role and responsibilities of the relevant member of Supplier Staff (including without limitation, any enhanced DBS checks as are required to ensure Delivery of the Deliverables),

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

3.3 The Supplier shall comply with the BPSS and shall ensure (and where relevant shall procure that its Subcontractors ensure) that the Supplier Staff comply with the BPSS including by ensuring that:

3.3.1 any new member of the Supplier Staff successfully completes vetting in accordance with the standards set out in the BPSS before they access Buyer Assets;

3.3.2. on the Buyer's written request, the Supplier shall provide:

a) confirmation that the BPSS requirements have been complied with; and

b) a summary of the BPSS clearances relating to all Supplier Staff operating under this Call-Off Contract

in the form set out at Annex 2 (HMG Baseline Personnel Security Standard ("BPSS") Supplier's Declaration) of this Call-Off Schedule 18 (Background Checks).

3.4 The Supplier shall comply with its obligations under or in relation to Paragraphs 26.9 to 26.12 of Call-Off Schedule 20 (Specification).

Annex 1 – Relevant Convictions

(Other than minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1 (1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to section 1 of the Protection of Children Act 1999 or being placed on a list kept pursuant to the Safeguarding Vulnerable Groups Act 2006).

Annex 2 – HMG Baseline Personnel Security Standard ("BPSS") Supplier's Declaration

Contract/Framework Agreement Title:		
Contract/Framework Agreement Reference No		
1. Review Period:		
From:	**To:**	
2. Number of Supplier Staff	**Supplier Staff directly engaged by the Supplier**	**Supplier Staff engaged by a Subcontractor or Others**
(a) Number of Supplier Staff granted access to Buyer Assets for the first time in the review period		
(b) Number of the above Supplier Staff in respect of whom the BPSS checks have been fully completed		
(c) Number of the above Supplier Staff in respect of whom the BPSS checks are not yet completed (where specifically authorised)		
I hereby warrant that during the review period shown above, all Supplier Staff who have been granted access to Buyer Assets for the first time under the terms of the above contract, have been assessed for their suitability to do so in accordance with the requirements of the BPSS, except as indicated at 2(c) above.		
Name:		

Job Title:	
On behalf of (organisation):	
Signature:	**Date:**

Important: The Supplier should note that a false declaration above may be considered to be a fundamental breach of contractual obligations and under certain circumstances may constitute criminal negligence.

Call-Off Schedule 20 (Call-Off Specification)

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

Department for Work and Pensions

Further Competition under Lot 3 of Security - Physical, Technical and Support Services

ITT_21980

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Part A – Requirements Overview

1. Purpose

1.1. The purpose of this document is to provide Suppliers with full details of the Buyer's requirements by detailing Deliverables, Standards and supplementary information.

1.2. This document is set up in three parts:

1.2.1. Part A provides information on the Buyer that the Supplier should be aware of in consideration of Delivering the Services, including an overview of the requirements and background information relating to the Buyer and the requirements.

1.2.2. Part B contains the required Work Packages including any Buyer specific requirements. The Buyer has completed Appendix 1 to specify which Services are required under the relevant Work Package.

1.2.3. Part C is a change log for the Buyer to specify what has been changed and what Suppliers need to review before they bid.

2. Background to the Buyer

2.1. The Department for Work and Pensions (the Buyer) is responsible for welfare, pensions and child maintenance policy. As the UK's biggest public service department, it administers the state pension and a range of working age, disability and ill health benefits to around 20 million claimants, known to the Buyer as the Buyer's Customers. The Buyer delivers these Services across England, Wales and Scotland (including the Orkney and Shetland Islands), across a diverse estate of approximately 800 leasehold buildings - the largest commercial estate in central government. This number is made up primarily of Jobcentre Plus offices, which the Buyer refers to as its 'front-of-house' estate where the Buyer's Customers mainly visit to access the Buyer's Services. The Buyer's estate also includes health assessment centres and back offices. The back-office sites or 'back-of-house' estate consists of corporate centres, large processing centres and service centres very similar to call centre environments, which are not open to the public. The Buyer's estate is geographically dispersed due to the high street nature of the Jobcentre Plus and health assessment centre portfolio – requiring local presence to serve Customers. The Government Property Agency (GPA), an executive agency of the Cabinet Office, is introducing a portfolio-led approach to managing central Government general purpose property as a strategic asset. The Supplier shall acknowledge that the leases of some Buyer Premises may novate to the GPA, or other HM Government entity, during the course of this Call-Off Contract (the GPA Novated Premises) and the GPA may provide some or all of the Services across the GPA Novated Premises. The Supplier shall acknowledge that this may reduce the number of Buyer Premises in scope of the Call-Off Contract. The Supplier shall acknowledge and agree that no guarantee is given by the Buyer in respect of volumes of Buyer Premises and that the Supplier is appointed by the Buyer on a non-exclusive basis. In exercising its responsibility for managing its estate, the Buyer successfully exited a twenty (20) year PFI ("PRIME") contract at the end of March 2018. In 2018 a large proportion of the estates management was outsourced to an independent third party organisation, referred to as 'the Buyer's Integrator'. The

Buyer's Integrator is independent from the Buyer's Supply Chain Members (ASCMs) and provides an aggregated data, reporting and systems service including through a Computer-Aided Facilities Management (CAFM) system.

3. Background to the Requirement

3.1. The move to the current generation Estates Target Operating Model (ETOM2) has in-sourced a wide range of estates professional services and management functions which has grown DWP Estates to over three-hundred (300) people. DWP Estates now has a much more direct relationship with its supply chain, with direct performance management and account management. As part of its organisational evolution, DWP Estates has procured and mobilised a new Integrator (the Buyer's Integrator), lease and landlord management services, legal services and project-related professional services.

3.2. The second-generation Integrator contract (from May 2021) has a reduced scope, but retains the customer-facing helpdesk, provides the Buyer's CAFM System and acts as a data conduit. The Supplier should note that the Buyer's operating model is continuously changing and the model at tender issue may be different to the model in 2025 when this Call-Off Contract starts.

3.3. DWP recognises the expertise that its supply chain can bring to the Buyer and, with a larger team, now enjoys a closer working relationship which seeks to drive a culture of continuous improvement and mutual benefit.

3.4. Further information on the Buyer's current ETOM, future ETOM from 01 April 2025 and the role of the Integrator can be found in Security Control Centre (SCC) Data Room "DWP Estates Operating Model 1 – 6".

4. The Critical Security Infrastructure (CSI) Programme

4.1. The Buyer's existing electronic security systems have been in place since the early 2000s and are now obsolete, irreparable and do not meet Government minimum security standards. The systems frequently fail, preventing sites opening and/or creating safety vulnerabilities. The systems also have a short shelf-life as some of them rely on analogue telephony for communication, which will be withdrawn by the end of 2024. This will render the systems unable to communicate serious incidents off site to enable a proportionate response to take place.

4.2. Given the risks this poses to the security of the Buyer 's staff and Customer safety, as well as the Buyer's data and assets, the CSI programme is a key strategic priority for the Buyer.

4.3. The CSI programme launched in July 2022 and will complete by 31 March 2025 at the latest, with an expectation that work on site will complete by 31 December 2024.

4.4. The CSI programme is focused on modernisation of security equipment and systems across identified sites on the Buyer's estate, involving installation of integrated and standardised electronic security systems and other security equipment as follows:

Security Work Required
Automated Access Control Door Full Upgrade: The Buyer currently has AEGIS access control systems in place across the vast majority of Authority

Premises, which allows the Buyer to electronically lock and unlock Buyer Premises. As part of the CSI programme, the Buyer is replacing AEGIS access control systems with AMAG 'Symmetry', this will also remove the use of public switched telephone network (PSTN) lines.
Site Wide Video Surveillance System (VSS) Full Upgrade
Panic Alarm Full Upgrade
Intruder Detection System (IDS) Full Upgrade
Key Management Upgrade

4.5. Completed CSI sites will be fully integrated on site and connected to a remote monitoring centre, via a future-proofed digital network solution.

4.6. The Buyer has currently identified six hundred and three (603) Sites across England, Scotland and Wales (as set out in Annex B - Deliverables Matrix) to be part of the CSI programme. Please note that the six hundred and three (603) Buyer Premises in Annex B - Deliverables Matrix are subject to change by notification by the Buyer to the Supplier (which may include addition, removal and/or substitution of Sites) (the CSI Sites). The six hundred and three (603) Sites are subject to change

4.7. The CSI programme is expected to deliver the following benefits to the Buyer:

4.7.1. Enable remote planned and preventative maintenance of security systems to be included within the scope of the Total Facilities Management (TFM) Supplier from 01 April 2025 and remote reactive maintenance and planned testing of systems detailed later within the scope of this Specification for the Supplier;

4.7.2. Installation of video surveillance systems which includes monitors positioned at the public entrances of CSI sites to act as a clearly visible deterrent to help prevent security incidents from happening;

4.7.3. The installation of video surveillance systems which will also enable a holistic response to the management of security incidents where they do occur, from both the Buyer's Security Guarding Supplier and the Supplier, with more efficient and reliable escalation to emergency services; and

4.7.4. Provide a proportionate and effective level of protection based on risk.

5. The Workplace Transformation Programme (WTP)

5.1. The Buyer has secured funding through the Spending Review 2021 (SR21) to deliver the first (1st) three (3) years of the ten (10) year WTP, which is aimed at creating a smaller, better, and greener estate for the Buyer.

5.2. The Buyer's estate consists of a range of buildings of varying ages and states of repair. Much of the estate is not designed for modern ways of working and fails to support a healthy, productive working environment. The WPT Programme will create modern workspaces supporting Civil Service reform initiatives, maximising flexibility and collaboration with more productive employees, increased retention, and the

provision of an excellent service to the Buyer's Customers.

5.3. The Buyer intends to use lease break opportunities from 2023 to 2028 to transform and right-size the estate, with targeted investment based on length of building tenure, making the overall estate smaller and decreasing the average age of Buyer sites. The intention is to continue to close (replacing as appropriate) and ultimately rationalize more of the Buyer's buildings over the three (3) year period from 2025 to 2028, subject to lease conditions.

5.4. The Supplier shall acknowledge that the WTP programme will reduce the number of Buyer Premises across the Buyer's estate. The Supplier shall acknowledge and agree that no guarantee is given by the Buyer in respect of volumes of Buyer Premises and that the Supplier is appointed by the Buyer on a non-exclusive basis. Any levels of Buyer Premises referred to in this Specification or elsewhere within this Contract are indicative only and shall not be binding on the Buyer.

6. Specification Structure

6.1. The Specification is made up of the requirements set out in this document (both part A and Part B) in addition to the following annexes:

6.1.1. Annex A - Deliverables Matrix

6.1.2. Annex C - Cyber Essentials Plus

6.1.3. Annex G – Non Functional Requirements

6.1.4. Annex H– Systems and Data Requirements

6.1.5. Annex K – Management of Statutory Compliance PPMs and Work Delivery

6.1.6. Annex R - Incident report requirements

6.1.7. Annex U - Equipment Maintenance Strategies:

6.1.7.1. EMS – Fire Alarms and Associated Systems

6.1.7.2. EMS – Security Systems

6.1.7.3. EMS – Electrical Installations

6.1.8. SAFE 03 - copies can be found in the SCC Data Room "Security System Specifications & Workflows"

6.1.8.1. Performance Specification for Electronic Security Systems (Safe 03)

6.1.8.2. Performance Specification for Electronic Security Systems Operating Workflows (Safe 03)

6.1.8.3. Legacy security systems workflows

6.2. Each Work Package is split into Goods and Services; it is detailed in Appendix 1.

6.3. The Goods and Services within the Work Packages is not an exhaustive list. Buyers may require other similar Goods and Services, which will be detailed at the start of the Call-Off Contract. However, the scope of the Goods and Services remains as described in this Specification.

7. Key Performance Indicators (KPIs)

7.1. Please see Attachment 3 - Annex B – KPI Payment Mechanism Model and Call-Off Schedule 14 (Key Performance Indicators) for more information.

8. Social Value

The following Standards apply to this Service.

Social Value Objectives

8.1. This Call-Off Contract provides a means of embedding Social Value through enabling improvements such as community engagement, economic value, and sustainable development.

8.2. As a condition of this Call-Off Contract the Buyer requires the Supplier to demonstrate they are committed to delivering and reporting the impact of Social Value throughout the Call-Off Contract Period. In order to satisfy this condition, the Supplier shall agree to deliver Social Value benefits specified by the Buyer during the Call-Off Contract Period.

8.3. The Supplier shall comply with the specified Social Value themes and policy outcomes and provide evidence of their commitment to Social Value relevant to this Call-Off Contract. The Supplier shall demonstrate an ability and willingness to work with the Buyer to further develop the Buyer's Social Value requirements.

8.4. The Supplier shall submit a Social Value plan including specific targets for this Call-Off Contract and detail how initiatives will be delivered throughout the Call-Off Contract Period.

8.5. The Social Value plan will be reviewed between the Buyer and the Supplier on at least an annual basis. Following the annual review and in collaboration with the Supplier, the Buyer reserves the right to amend the Social Value themes and policy outcome priorities in relation to this Call-Off Contract, and in alignment with the Social Value Model.

8.6. The prioritised Social Value themes and policy outcomes the Buyer has applied to this Call-Off Contract are as follows:

8.6.1. Theme: Tackling Economic Inequality (Employment)
Policy Outcome: Create new businesses, new jobs and new skills

8.6.1.1. Model Award Criteria MAC2.2: Create employment and training opportunities particularly for those who face barriers to employment and/or who are located in deprived areas, and for people in industries with known skills shortages or in high growth sectors.

8.6.1.2. The Supplier shall implement effective measures to deliver the following benefits throughout the Call-Off Contract Period;

8.6.1.3. Demonstrate an understanding of employment and skills issues, and of the skills and employment shortages of high growth sectors relating to the contract, including;

- Demographics
- Skills shortages
- New opportunities in high growth sectors
- Groups under-represented in the workforce (e.g. prison leavers (subject always to the provisions of Call-Off Schedule 18 (Background Checks),

disabled people), geographic/local community and skills/employment challenges

- Demonstrate Delivery of apprenticeships, traineeships and T Level industry placement opportunities (Level 2, 3, and 4+) in relation to this Call-Off Contract.

8.6.2. Theme: Equal Opportunity

Policy Outcome: Tackling inequality in the Call-Off Contract workforce

8.6.2.1. Model Award Criteria MAC 6.1: Demonstrate action to identify and tackle inequality in employment, skills and pay in the Call-Off Contract workforce.

8.6.2.2. The Supplier shall implement effective measures to deliver the following benefits throughout the Call-Off Contract Period;

- Detail measures to tackle inequality in employment, skills and pay in the Call-Off Contract workforce, using illustrative examples of;
- Inclusive and accessible recruitment practices, and retention-focussed activities, including retaining an aging workforce;
- Offering a range of quality opportunities with routes of progression if appropriate, e.g. T Level industry placements, students supported into higher level apprenticeships;
- Working conditions which promote an inclusive working environment and promote retention and progression, including multiple women, or others with protected characteristics, in shortlists for recruitment and promotions;
- Positive action schemes in place to address under-representation in certain pay grades.

8.6.3. The Supplier shall:

8.6.3.1. Maintain and embed their Social Value principles, policies and procedures as they apply to the Deliverables requested in this Call-Off Contract;

8.6.3.2. Develop, deploy and maintain appropriate management and staffing levels to ensure all Social Value policies, principles and practices as they apply to the Deliverables requested in this Call-Off Contract are in place;

8.6.3.3. Ensure compliance with all of HM Government and the Buyer's Social Value policies, targets, and procedures (including any re-enactments and changes to HM Government and/or the Buyer's Policies) and act upon the instructions of the Buyer should there be a change in the Social Value requirements;

8.6.3.4. Ensure all Supplier appointed sub-contracted and supply chain staff understand and are fully aware of the agreed Social Value requirements, policies, initiatives and procedures, and support Delivery of the agreed Social Value plan.

9. Standards

9.1. The standards that Suppliers had to comply with during the procurement of this

framework are required throughout the duration of this Call-Off Contract, unless the Buyer tell you otherwise. Please refer to Paragraph 16.

10. Continuous Improvement

10.1. More information can be found at Call-Off Schedule 3 (Continuous Improvement), for example requirements in relation to Gainshare.

11. Award

11.1. Upon Contract award all relevant sections of this Attachment 3 (Specification) will be inserted into the Order Form (Attachment 5).

Part B – Framework Specification

Work Package A	Contract Management and Mobilisation - All Lots	Required
Work Package B	Guarding Services - Lots 1 and 2	Not Required
Work Package C	Physical and Technical Security Services Lots 1 and 3	Not Required
Work Package D	Maintenance of Physical and Technical Security Systems Lots 1 and 3	Not Required
Work Package E	Alarmed Response Centre Lots 1, 2 and 3	Required
Work Package F	Helpdesk Service Lots 1, 2 and 3	Required
Work Package G	Consultancy Services - Lots 1 and 4	Not Required
Work Package H	Risk Assessment - Lots 1 and 4	Not Required
Work Package I	Security Assessment- Lots 1 and 4	Not Required
Work Package J	Security Awareness/Training - Lots 1 and 4	Not Required
Work Package K	Management of Billable Works - all Lots	Required

12. Introduction

12.1. This section sets out what Services Crown Commercial Service (CCS) and the Buyer wants. It details the Goods and Services that the Supplier shall be required to deliver to the Buyer.

13. Structure

13.1. The Goods and Services required under this Framework are divided into four (4) Lots.

13.2. Lot 1 Total Security Services

13.3. Lot 2 Guarding Services

13.4. Lot 3 Technical and Physical Services

13.5. Lot 4 Additional Services

13.6. Within each Lot, the Goods and Services are divided into Work Packages.

13.7. Each Work Package is split into Goods and Services and it is detailed in Appendix 1.

13.8. For all Lots and/ or Goods and Services the Supplier must help Buyers comply with any specific applicable standards to meet their needs.

13.9. Buyers may require additional standards or certification which will be detailed at Call-Off.

13.10. Suppliers shall hold UK Accreditation Service (UKAS) accreditation for the Goods and Services delivered to the Buyer. Appendix 2 details standards which Buyers may require Suppliers to adhere to aligned to the Goods and Services across the Lots; it is not an exhaustive list.

13.11. Suppliers shall ensure that the Goods and Services delivered comply with the standards specified by the Buyer at all times.

13.12. Suppliers shall, when requested, provide evidence of accreditation to the Buyer.

14. Social Value - all Lots Service and Contract Management

14.1. The Public Services (Social Value) Act 2012 places a legal requirement on all public bodies, including devolved administrations, to consider the additional social, economic and environmental benefits that can be realised for individuals and communities through commissioning and procurement activity. These benefits are over and above the core Deliverables outlined in this Specification (Call-Off Schedule 20 of this Call-Off Contract).

14.2. This Call-Off Contract provides a means of embedding Social Value through enabling improvements such as community engagement, economic value and sustainable development as detailed in Work Package C.

14.3. The Supplier shall work collaboratively with the Buyer in adopting the Social Value Model outlined within Procurement Policy Note (PPN) 06/20, or any replacement or successor policy, issued by the Cabinet Office. The Supplier shall note the PPN applies to procurements covered by the Public Contracts Regulations 2015, and applies to all Central HM Government Departments, their Executive Agencies and Non-Departmental Public Bodies.

Social Value Themes

14.4. The Supplier shall comply with the Social Value initiatives, proportionate and relevant to this Call-Off Contract. The prioritised themes selected by the Buyer are Theme 2 (Tackling economic inequality); and Theme 4 (Equal Opportunity), as set out in Work Package C, and have been selected from the Social Value Model below:

Table 1 – Social Value Model

Themes		**Policy outcomes**
Theme 1	COVID-19 recovery	Help local communities to manage and recover from the impact of COVID-19
Theme 2	Tackling economic inequality	Create new businesses, new jobs and new skills
		Increase supply chain resilience and capacity
Theme 3	Fighting climate change	Effective stewardship of the environment
Theme 4	Equal opportunity	Reduce the disability employment gap
		Tackle workforce inequality
Theme 5	Wellbeing	Improve health and wellbeing
		Improve community cohesion

14.5. The Buyer reserves the right to review and revise the prioritised Social Value themes with the Supplier at each annual review (as referenced in Call-Off Schedule 15 (Call-Off Contract Management)).

14.6. The Buyer reserves the right to change the focus of the Social Value themes over the Call-Off Contract Period, in alignment with the Social Value Model.

14.7. The Supplier shall deliver measurable benefits in respect of the Social Value prioritised themes identified in the Specification.

14.8. The Supplier shall consider HM Government guidance when developing their Social Value plans in relation to this Call-Off Contract with the Buyer, which include but are not limited to:

- The Public Services (Social Value) Act 2012.

- The Well-being of Future Generations (Wales) Act 2015;
- The Equality Act 2010;
- The Outsourcing Playbook;
- Procurement Policy Note (PPN) 06/20;
- Procurement Policy Note (PPN) 01/21 (NI);
- Procurement Reform (Scotland) Act 2014;
- The TOMs Social Value Portal;
- The National TOMs Framework;
- The positive action schemes in place to address under-representation in certain pay grades;
- and any replacement or successor Acts, playbooks, policies, portals, frameworks or schemes.

14.9. The Supplier shall be responsible for recording and reporting performance against the Social Value requirements as outlined by the Buyer and may include but not be limited to:

14.9.1. Utilisation of a Social Value Procurement Calculator, for example, the TOMs calculator; and

14.9.2. Utilisation of the KPI and Subsidiary Performance Indicators (SPI) model performance process outlined by the Buyer in Call-Off Schedule 14 (Key Performance Indicators).

14.10. The Supplier shall ensure the completion of Social Value outcomes are reported within the Buyer CAFM System or an alternative suitable reporting mechanism. The Supplier shall ensure that all Social Value performance reports are compiled and submitted to the Buyer on a quarterly basis in the format of the Social Value plan.

14.11. The Supplier shall be responsible for ensuring that Social Value priorities are cascaded throughout all Supplier Staff and their appointed Supply Chain.

Social Value Plan

14.12. The Social Value plan, developed by the Supplier will include agreed Social Value targets and Milestones for the Contract and initiatives that the Supplier will Deliver to achieve these targets. The Social Value plan shall be submitted by the Supplier to the Buyer every quarter.

14.13. The content, structure and format of the Social Value plan shall be agreed between the Buyer and the Supplier during the Mobilisation Period and before each annual revision.

14.14. The Supplier shall submit a draft Social Value plan for the Buyer to approve, three (3) Months prior to the Call-Off Start Date. The Supplier shall work with the Buyer to agree the final Social Value plan within three (3) Months of the Call-Off Start Date.

14.15. The Social Value plan shall be updated annually in collaboration with the Buyer, including a review of current performance and areas for Continuous Improvement.

14.16. The Buyer reserves the right to amend the prioritised Social Value themes and policy outcomes in relation to this Contract and in alignment with the Social Value

Model.

14.17. The Supplier shall;

14.17.1. Ensure that the Social Value Plan is compliant with the Buyer's Social Value requirements as detailed in the Specification, the Social Value Model and in alignment with Procurement Policy Note (PPN) 06/20;

14.17.2. Appoint a Social Value lead for the Call-Off Contract who will be responsible for the Delivery of the Social Value Plan and will lead Continuous Improvement in this area and meet regularly with the Buyer;

14.17.3. Develop, maintain, and implement the Social Value Plan in line with the Buyer's requirements, which include but are not limited to:

14.17.4. Demonstrate an understanding of employment and skills issues, and of the skills and employment shortages of high growth sectors relating to the Contract;

14.17.5. Demonstrate Delivery of apprenticeships, traineeships and T Level industry placement opportunities (Level 2, 3, and 4+) in relation to the Contract;

14.17.6. Demonstrate support for educational attainment relevant to the Contract, including training schemes that address skills gaps and result in recognised qualifications;

14.17.7. Detail measures to tackle inequality in employment, skills and pay in the Contract workforce, using illustrative examples of:

14.17.7.1. Inclusive and accessible recruitment practices, and retention-focused activities, including retaining an aging workforce;

14.17.7.2. Offering a range of quality opportunities with routes of progression if appropriate, e.g. T Level industry placements, students supported into higher level apprenticeships;

14.17.7.3. Working conditions which promote an inclusive working environment and promote retention and progression. Including multiple women, or others with protected characteristics, in shortlists for recruitment and promotions;

14.17.7.4. Positive action schemes in place to address under-representation in certain pay grades.

15. Sustainability Requirements - all Lots

15.1. The Supplier shall take account of and comply with the Buyer's sustainability strategy and action plan and its targets and commitments under the Greening Government Commitments.

15.2. The Supplier shall support the Buyer in achieving their sustainability targets by ensuring sustainability is considered throughout the Delivery of the Deliverables and will identify measures they can take to support the Buyer's sustainability strategy, reporting on the implementation of these measures on an annual basis. Relevant measures will include but are not limited to:

15.2.1. Switching off lights and digital screens/TVs in unoccupied areas;

15.2.2. Ensuring all staff are suitably trained in and actively champion

sustainability considerations in their work;

15.2.3. Ensure all Supplier appointed Subcontractors and supply chain staff comply with Buyer's sustainability strategy and the agreed sustainability policies, initiatives and procedures.

15.3. The Supplier shall have their own organisational carbon net zero strategy and shall comply with the following requirements for carbon reporting, and any subsequent company carbon reporting requirements should they come into force during the Contract:

15.3.1. The Supplier shall be compliant with all legal obligations outlined within the Streamlined Energy & Carbon Reporting (SECR) Regulations 2018 across all Scope 1, 2 & 3 emission category reporting measures.

15.3.2. In addition to the legal requirements, the Supplier shall be responsible for issuing details of their Carbon Reduction Plan (CRP) to the Buyer on an annual basis.

15.3.3. Where the Supplier is not required to complete the mandatory reporting, the Buyer requests that the Supplier adopt a voluntary reporting regime covering at least Scope 1 and 2 and as much of Scope 3 emission categories as possible.

15.3.4. The Supplier shall share with the Buyer any carbon data obtained from third party suppliers used by the Supplier on the Contract and details of the carbon net zero (0) requirements the Supplier has for their third party suppliers.

15.3.5. The Supplier will also provide Contract specific carbon reporting, detailing all emissions associated with the Delivery of the Contract Services to support the Buyer with their Scope 3 carbon emissions. The scope and format of this carbon reporting shall be agreed with the Buyer during the Mobilisation Period and shall align with any future government requirements for Scope 3 reporting.

16. Mandatory Requirements - all Lots

16.1. The Supplier shall comply with all Relevant Schedules within RM6257 Security Services - Physical, Technical and Support Services Framework and any appropriate UK legislation, guidance, Approved Codes of Practices (APoC), Industry Standards, Government Guidelines and appropriate Public Procurement Notices (PPN).

16.2. The Supplier shall meet the following requirements in their entirety in order to provide the Goods and Services under each Lot defined during the Framework term and until expiry of the Buyer's Call-Off Contract from this Framework.

16.3. The Supplier shall advise the Buyer of current appropriate best practices, the most efficient and cost effective methods of Delivering the Deliverables.

16.4. The Supplier must consider the quality, cost-effectiveness and efficiency of any proposed solution, and shall work to review and improve its systems with regard to these elements on an ongoing basis throughout the duration of the Framework and any Buyer's Call-Off Contract.

16.5. The Supplier shall ensure that information held relating to the Buyer's Call-Off

Contract is maintained securely to ensure it cannot be accessed by unauthorised third parties and avoid any security breaches as detailed in Joint Schedule 11 (Processing Data).

Work Package A - Contract Management

17. Service A1 - Integration

17.1. The Supplier shall work with the Buyer and the Buyer's Personnel to support the Delivery of its vision and mission. The Buyer's current mission is;

17.1.1. "to improve people's quality of life both now and in the future and help them build a more secure and prosperous future". The Supplier shall acknowledge this is subject to change over the Call-Off Contract Period and such change shall not give rise to a Variation under or in relation to this Call-Off Contract.

17.2. The Buyer has three strategic objectives:

17.2.1. Maximising employment and in-work progression: maximise employment across the country to aid economic recovery and improve opportunities for all through work, including groups that are currently under-represented in the workforce;

17.2.2. Improving people's quality of life – address poverty through enabling progression into the workforce and increasing financial resilience; and

17.2.3. Delivering excellent services for citizens and taxpayers – deliver a reliable, high-quality welfare and pensions system which users have confidence in.

17.3. The Buyer's current vision for its estate is "smaller, better, greener helping people work, grow and thrive" and includes the Buyer's Personnel, Buyer's Supply Chain Members (BSCMs), and Buyer Customers. The Supplier acknowledges that this is subject to change over the Call-Off Contract Period.

17.4. The Supplier will operate in a manner which will uphold, promote and live the Buyer's mission and strategic objectives. This will include but will not be limited to ensuring the Supplier Staff provide a high level of service quality and support the reputation of the Buyer by always acting in a professional manner. To support this, the Supplier shall have processes in place to ensure all Supplier Staff shall:

17.4.1. At all times conduct itself in a professional manner that reflects its role as representatives of the Buyer;

17.4.2. Carry out all assigned tasks with the minimum of inconvenience to all Buyer Staff, Buyer Visitors, Buyer Customers and any other building user or members of the public, or disturbance to the Buyer's core operations;

17.4.3. Manage the Buyer's expectations through advanced warnings, regular updates and adhere to agreed escalation processes, regular updates and agreed escalation process (refer to Annex 1a (Buyer Critical Milestones) to Call-Off Schedule 13 (Mobilisation Plan and Testing)) and in line with Call-Off Schedule 15 (Call-Off Contract Management)) with the Buyer;

17.4.4. Give immediate notification to the Buyer where reputational risk arises or may be considered likely to arise for either the Supplier or Buyer;

17.4.5. Ensure Supplier Staff are courteous and considerate;

17.4.6. Ensure that Supplier Staff are always fully and properly briefed in their tasks and responsibilities in the Buyer's use and occupation of the Buyer Premises;

17.4.7. Ensure that their representatives are helpful and co-operative to the Buyer Staff, Buyer Customers, Buyer Visitors and any other user of the Buyer's Premises;

17.4.8. Have consideration for the environment and conduct Services in a sustainable way; and

17.4.9. Ensure at all times, value for money considerations inform decision making and actions taken by the Supplier and its Subcontractors.

17.5. The Buyer believes that a strong culture produces a well-tuned sense of direction and helps create common definitions of success. United by a strong sense of public service, the Buyer upholds, promotes and lives by the enduring values set out in the Civil Service Code – integrity, honesty, impartiality and objectivity. The Buyer requires the Supplier to uphold, promote and live these values and the Supplier Code of Conduct (v3 June 2023 or as amended from time to time, or any replacement or successor policy). This will include, but will not be limited to, ensuring these values are included within induction and training requirements for all Supplier Staff.

17.6. In addition, the Supplier shall operate on behalf of the Buyer, interacting with Buyer Staff, Buyer Customers, and BSCMs. The Supplier shall uphold, promote and live the Buyer's values listed as follows (these are subject to change over the Service Period):

17.6.1. *We care:* We look out for each other; we listen to each other and to our customer we take people's needs seriously.

17.6.2. *We deliver:* We are committed and professional; we take responsibility for getting the job done right; and we take pride in our expertise and our purpose.

17.6.3. *We adapt:* We learn and grow together to find better ways of working; and we change what we do as our customers' needs change.

17.6.4. *We work together:* we pull together because we know that when we join up with others we achieve greater things.

17.6.5. *We value everybody:* we work to make this a place where everyone belongs and can be their best; and we know that being inclusive will be at the heart of our success.

17.7. This will include, but will not be limited to, ensuring these values are included within induction and training requirements for all Supplier's Staff. The Supplier acknowledges that the Buyer's values are subject to change over the Call-Off Contract Period.

17.8. The Supplier shall provide an integrated Service ensuring a seamless and coordinated integration of Delivery, including without limitation, being clearly visible though the Buyer's CAFM. To achieve this, when working with the Buyer, the Buyer's Integrator and all BSCMs, the Supplier shall:

17.8.1. Develop a close working relationship;

17.8.2. Act in the spirit of mutual trust and co-operation at all times;

17.8.3. Work collaboratively to:

17.8.4. Create and implement effective synergies within automation and integration of the Services (particularly when working with the TFM Supplier and the Security Guarding Supplier);

17.8.5. Identify new or potential improvements to all Services involved in the Delivery of the Buyer's ETOM;

17.8.6. Comply with its obligations under Call-Off Schedule 3 (Continuous Improvement);

17.8.7. Develop openness and trust in a transparent information and data sharing environment (to the extent that the Call-Off Contract allows);

17.8.8. Focus on achieving the best value for money operational performance within agreed timescales;

17.8.9. Commit to the early recognition and resolution of differences, conflicts and disputes; and

17.8.10. Set in place business and cultural processes to enable them to establish and agree challenging time and performance objectives and to meet or better them.

17.9. The Supplier shall work with the Buyer, the Buyer's Integrator and all BSCMs in the spirit of mutual trust and cooperation to identify new or potential improvements to all Services involved in the Delivery of the Buyer's ETOM, including but not limited to any information sharing, reporting or other processes between the Supplier, the Buyer's Integrator and BSCMs.

17.10. As technology continues to improve the Buyer seeks Continuous Improvement during the Call-Off Contract Period to provide more efficient solutions. In line with its obligations under Call-Off Schedule 3 (Continuous Improvement), the Supplier shall work with the Buyer, the Buyer's Integrator and all BSCMs in the spirit of mutual trust and cooperation to identify new or potential improvements to all Services involved in the Delivery of the Buyer's ETOM, including but not limited to any information sharing, reporting or other processes between the Supplier, the Buyer's Integrator and BSCMs.

17.11. The Supplier shall be asked to attend meetings acting as the Buyer's advisor on security systems, SCC functions and integration matters. These meetings may include (but are not limited to), local, business, departmental, operational and corporate centre safety committees, the serious incident review group and the Buyer risk management group, details of which will be provided by the Buyer.

17.12. The Buyer requires that the Supplier ensures regular communication between Supplier Staff and Buyer Staff. The Buyer requires that the Supplier manages all communications in the Delivery of Services in a professional and timely manner to support the achievement of the Buyer's vision and objectives, at no additional charge.

17.13. The Supplier shall be aware that Services shall be delivered across Buyer Premises as highlighted within Annex A (Deliverables Matrix).

17.14. The Supplier shall work collaboratively with the Buyer to promote excellence, innovation and enhance the reputation of the Buyer amongst key stakeholders across HM Government and within local communities.

17.15. The Supplier shall:

17.15.1. Focus on cross/ multi-skilling of Supplier Staff to allow for efficiencies when Delivering the Services;

17.15.2. Share efficient ways of working with the Buyer and the Buyer's Integrator, automating processes and output into the Buyer's CAFM System that will ensure better working practices and visibility on the Services being Delivered;

17.15.3. Work collaboratively with the Buyer and identify opportunities in relation to Delivering the Services, such as process or Service improvements;

17.15.4. Work with the Buyer to identify efficiencies and innovation to deliver lower cost and higher quality Services achieving maximum value for the Buyer whilst ensuring the quality of the Services are not compromised;

17.15.5. Proactively manage the Services and the Supplier's relationship(s) with the Buyer and the BSCMs by creating a culture and environment that promotes a full understanding of the Buyer's requirements, investing time and resource to develop and maintain knowledge of the dynamics that impact the Buyer, the Buyer's estate and Buyers Customers;

17.15.6. Provide the most advantageous option in relation to the deployment of Supplier Staff to deliver the required Goods and Services in the most efficient, cost effective and sensible manner;

17.15.7. Procure Billable Works Services only with the sanction of the Buyer per the requirements in Call-Off Schedule 25 (Billable Works and Projects);

17.15.8. Ensure that all opportunities identified that have the potential to deliver performance, economic and Social Value improvements are presented to the Buyer for consideration as detailed in Call-Off Schedule 3 (Continuous Improvement).

17.15.9. Provide insights, guidance and expertise for senior leadership and stakeholders to drive strategic management across the Buyer's Premises in relation to the Services;

17.15.10. Provide management information, insights, and trends across the Services provided by the Supplier;

17.15.11. Work with the Buyer to manage changes with ease and flexibility which includes adhering and responding to the Variation Procedure of this Call-Off Contract within the required timeframes;

17.15.12. Communicate in an open, honest and timely manner; and

17.15.13. Conduct ethical and transparent business dealings, ensuring Supplier Staff uphold the highest possible level of integrity and probity.

17.16. The Supplier shall work with the Buyer, the Buyer's Integrator and all BSCM's throughout the Call-Off Contract Period.

17.17. The Supplier shall work with the Buyer and the Buyer's Integrator to ensure all data stored within the Supplier's System is fully integrated and replicated within the Buyer's CAFM System (single version of the truth). The Supplier shall ensure its systems appropriately interface with the Buyer's CAFM System to ensure an integrated Delivery of the Services. The Supplier shall be responsible for

integration of all appropriate data feeds, linked to the Supplier's Delivery of the Services, necessary to enable integrated reporting.

17.18. During the Mobilisation Period (refer to Annex 1a (Buyer Critical Milestones) to Call-Off Schedule 13 (Mobilisation Plan and Testing) and throughout the life of the Contract the Supplier shall work collaboratively with the Buyer, the Buyer's Integrator and the BSCMs, when establishing its Service Delivery Plan (SDP) to identify opportunities to use technology, data and analytics to develop, maintain and maximise the workplace experience and value-for-money for the Buyer. These Continuous Improvement initiatives (as defined in Call-Off Schedule 3 (Continuous Improvement)) include but shall not be limited to the obligation on the Supplier to ensure that:

17.18.1. all opportunities identified that have the potential to deliver performance, sustainability, economic and Social Value improvements are presented to the Buyer for consideration;

17.18.2. the initiatives agreed with the Buyer are captured within the Service Delivery Plan (SDP), as detailed within Service A4 of this Call-Off Schedule 20 (Specification);

17.18.3. the initiatives are recorded within the Supplier's CAFM System and the Buyer's CAFM System; and

17.18.4. the initiatives are reported upon as part of the agreed Call-Off Contract-reporting regime.

18. Service A2 - Health and Safety

18.1. The Supplier shall prepare and as appropriate, revise a written safety policy statement. The managing director or most senior level executive of the Supplier must sign this safety policy. The Supplier's written safety policy statement shall be provided to the Buyer at the Mobilisation Start Date.

18.2. The Supplier shall be accredited to a health and safety management system including but not limited to ISO45001 (or equivalent).

18.3. The Supplier shall at all times ensure that:

18.3.1. Delivery of the Services complies with all applicable UK legislation and appropriate Good Industry Practice requirements.;

18.3.2. Their safety policy statement aligns with the requirements of the Buyer as set out in this Specification;

18.3.3. They have suitable organisation and arrangements in place to implement their safety policy throughout the Call-Off Contract Period which includes fully informing the Supplier Staff (existing and new hires) of their roles and responsibilities within delivering the Buyer and the Supplier's safety policy. Continually reviewing and updating with consent from the Buyer to apply lessons learned and findings throughout the Call-Off Contract Period, ensuring robustness and suitability for the Services being Delivered;

18.3.4. Their safety policy statement is made available to the Buyer on request and the Supplier shall note that this will be reviewed as part of the Buyer's Audit process on an annual basis;

18.3.5. They provide all training required by the procedures and statutory provisions in respect of staff (whether Buyer or Supplier Staff) as well as in emergency response and security procedures;

18.3.6. They produce detailed procedures for a variety of emergency situations in conjunction with the Buyer's requirements. These procedures shall be continually updated and reviewed during the Call-Off Contract Period;

18.3.7. They carry out actions associated with implementation of the procedures routinely as well as in the event of any fire or other emergencies on Site that involve the Delivery of the Services;

18.3.8. They programme and implement health and safety inspections of the Delivery of the Services annually as appropriate, and provide evidence to the Buyer on request;

18.3.9. They conduct and review risk assessments relevant to the Delivery of the Services in accordance with current statutory health, safety legislation, relevant standards and best practice guidance;

18.3.10. All accidents / incidents relating to the Delivery of the Services, involving or witnessed by Supplier Staff will be reported to the Buyer in a timely manner, this may involve reporting on the Buyer's Health & Safety System – the exact process shall be agreed with the Supplier during the Mobilisation Period;

18.3.11. They annually review health and safety policies and associated documentation for the Goods and Services delivered and provide evidence of the review on request by the Buyer;

18.3.12. Their pandemic and infectious diseases safety policy aligns with all regulations and any UK Health Security Agency and Office for Health Improvement and Disparities and Department of Health and Social Care (DHSC) and their respective assigns or successors in title, guidelines for pandemics or infectious diseases in addition to any further measures set out in the Health and Safety Executive guidelines and/or agreed with the Buyer. The Supplier shall recognise the regulations may vary between regions and across devolved administrations. The Supplier shall ensure that where required, they adopt and comply with any applicable regulations as appropriate;

18.3.13. Protect workers who come into contact with any notifiable pandemic and/or infectious diseases, leading to a need for a risk assessment and implementation of control measures;

18.3.14. The safety policy and Safety Management Plan and pandemic and/or infectious diseases plan shall be readily available and accessible to all Supplier Staff and anyone, including the Buyer, who may (in the Buyer's absolute discretion) require sight of it; and

18.3.15. Details of their Safety Management Plan and pandemic and/or infectious diseases plan shall be made available to the Buyer during the Mobilisation Period, and upon request from time to time, and shall be reviewed and revised accordingly to take account of legislation and

other factors that may affect its effectiveness.

18.4. The Supplier shall notify the Buyer immediately, via email and phone call, and in writing within five (5) Working Days, from the point of becoming aware of any potential implications or reasons for not implementing the recommendations given in relation to health and safety and / or infection control guidance relating to governmental pandemic policies.

18.5. The Supplier shall provide a single point of contact for professional advice pertaining to health and safety and infection control matters as they relate to the Delivery of the Deliverables and management at each of the Buyer Premises (Supplier's Health & Safety Manager).

18.6. The Supplier shall ensure that the Buyer has access to the Supplier's Health and Safety Manager, throughout the Call-Off Contract Period, with appropriate health and safety qualified expertise, qualified to level 6 in Occupational Health and Health & Safety and with suitable membership of a relevant professional body, e.g., CMIOSH (Chartered Member of the Institution of Occupational Safety and Health).

18.7. The Supplier shall be responsible for recording and investigating all accidents, incidents, dangerous occurrences and near misses involving Supplier Staff Delivering the Deliverables (or part thereof) on its behalf, and shall issue a written report to the Buyer, which shall include recommendations to prevent any repeat incidents, within ten (10) Working Days of the accident/incident occurring. The Supplier's incident, accident and dangerous occurrences investigation shall be carried out in accordance with HSG245, investigating accidents and incidents.

18.8. The Supplier shall be responsible for ensuring that all RIDDOR related incidents are reported in accordance with HSE legislation, RIDDOR – Reporting of Injuries, Disease and Dangerous Occurrences Regulations 2013. The Supplier shall be responsible for ensuring that the Buyer is notified immediately in writing.

19. Service A3 – Security Management Tool (SMT)

19.1. The Supplier SMT shall interface with the Buyer's CAFM System (currently managed by the Buyer's Integrator) providing live automated data to and from the Buyer's CAFM System, of all events and activities relating to the Deliverables of the Call-Off Contract, and as agreed with the Buyer during the Mobilisation Period.

19.2. The integration between the Supplier's SMT and the Buyer's CAFM System must be live and automated, and shall include, but not limited to: all alarm activity received from the remotely connected security systems and, all actions by the Supplier's operators in processing alarm or fault events from the alarm systems. As well as the integration, the Supplier shall also provide web portal access for the Buyer and the Buyer's Integrator to view detailed reports These reports are to be defined and agreed during the Mobilisation Period.

19.3. Industry standard interfaces are to be used as appropriate for relevant data for the functionality. The required method for live transaction messages is Representational State Transfer Application Programming Interface (RESTful API) for system Integration. Where another method of system integration is proposed it should be no less frequent or performant but should have the capability to receive upload templates as required.

This may change through the life of the Contract and will be managed through the appropriate change mechanism.

19.4. The Supplier shall ensure that the Services delivered to the Buyer are managed, executed and monitored through an SMT. The functionality of the SMT includes but is not limited to:

19.4.1. Resources required to manage and deliver the Buyer's requirements at Contract level;

19.4.2. Cost information and control - provide automated facilities for online invoicing, charging and payment processes. Track and report cost information for Billable Works;

19.4.3. Quality monitoring including Buyer satisfaction and complaint handling through to resolution;

19.4.4. Tracking planned maintenance/testing activity, status updates;

19.4.5. Performance management - monitoring performance against KPIs and SPIs and Service Level Agreements (SLAs) agreed with the Buyer;

19.4.6. Reporting functionality as agreed with the Buyer.

19.5. The Supplier shall ensure that the Buyer and the Buyer's Integrator have full access to all required live and accurate data at all times as agreed during the Mobilisation Period. The Supplier shall be responsible for ensuring that the data can be accessed electronically via the Buyers internal network, e.g. a web based application which can be accessed via a web browser.

19.6. The Supplier shall be responsible for the provision of all the Buyer and the Buyer's Integrator SMT licences. The costs for this provision should be included in the Charges as part of the Supplier costs.

19.7. The Supplier shall take into account the appropriate data security considerations ensuring that the data within SMT is held securely and classified in line with Government Security Classifications.

19.8. The Supplier shall collaborate with the Buyer's Integrator, the Buyer and third parties to Deliver innovative solutions to ensure full interoperability.

19.9. At the end of the Call-Off Contract Period, or in the event of termination of the Call-Off Contract, ownership of the Buyer's data contained within the system shall remain with the Buyer.

19.10. The Supplier shall ensure that in line with best practice, the SMT has its own Business Continuity and Disaster Recovery (BCDR) Plan in place to enable continuity of service without degradation.

19.11. During the Mobilisation Period (refer to Annex 1a (Buyer Critical Milestones) to Call-Off Schedule 13 (Mobilisation Plan and Testing)), the Supplier shall provide confirmation of adherence to the Buyer's non-functional requirements, as set out in Annex H (Non- Functional Requirements) to this Call-Off Schedule 20 (Specification).

19.12. The Supplier shall acknowledge and adhere to the additional information contained in Annex G (Systems and Data Requirements), in relation to any systemised solution being used to Deliver the Services.

19.13. The Supplier shall adhere to all requirements detailed in Work Package E.

20. Service A4 - Service Delivery Plans

20.1. The Supplier shall prepare a Service Delivery Plan (SDP) for the Buyer's requirements for the Services in scope of the Call-Off Contract, describing its approach to Delivering the Services. The format of the SDP must be agreed with the Buyer during the Mobilisation Period.

20.2. The final SDP (referencing all aspects of the Supplier's tender submission included within Call-Off Schedule 4 (Call-Off Tender)) shall be submitted and approved within the Mobilisation Period (refer to Annex 1a (Buyer Critical Milestones) to Call-Off Schedule 13 (Mobilisation Plan and Testing)) and reviewed at least every six (6) Months (or when opportunities for Continuous Improvements are identified). The Buyer may (at its absolute discretion) move this to an annual review during the Call-Off Contract Period.

20.3. It is expected that the Supplier shall augment these sections to include other relevant, appropriate and value adding content.

20.4. The Supplier shall update the SDP to reflect recommendations within two (2) weeks of Approval from the Buyer and subsequently ensure that all Supplier Staff are briefed to utilise and adhere to the updated SDP.

20.5. As a minimum, the Supplier shall provide the following in a SDP:

20.5.1. Update what has changed from the previous version of the SDP e.g. portfolio changes, Services changes, any Performance Improvement Plans (PIP) required, and how this is going to impact on each of the areas of the SDP;

20.5.2. Scope and Services objectives;

20.5.3. Approach and methodology to the Delivery of the Services;

20.5.4. Buyer satisfaction;

20.5.5. Variation procedures and additional work requests;

20.5.6. Operational structure including, key roles, Supplier Staff, and resource proposals;

20.5.7. Operational and governance structure including key roles;

20.5.8. a) Resource plan – Supplier Staff and resource proposals for Delivery of the Services including the account management structure to be adopted for the management of the Buyer's account including organisation structure, roles and responsibility, job descriptions, identification of key roles and assignment to any key roles throughout the Call-Off Contract Period. The structure will clearly demonstrate how all the Services will be managed;

20.5.9. b) Governance plan and operational management - detailing the Supplier's governance and performance approach for managing and reporting progress in accordance with this Contract and specifically Call-Off Schedule 15 (Call-Off Contract Management);

20.5.10. TUPE management approach – to ensure a smooth transfer, compliance with all legal requirements, maximum engagement and staff retention and ensure all risks are proactively managed.

20.5.11. System integration with the Buyer and/or BSCMs;

20.5.12. The Supplier's processes, procedures and Responsible, Accountable, Consulted, Informed (RACI) matrix, including where these crossover and workflow have dependencies with Buyer, Buyer's Integrator and/or ASCM processes, procedures, roles and dependencies. This should include any Supplier supporting process references Documentation.

20.5.13. The Supplier's detailed communication strategy, identifying approach, type of communication, communication method and frequency of communication with the Buyer, the Buyer's Integrator and other BSCMs, including but not limited to communication through the Buyer's CAFM, throughout the Call-Off Contract Period. The Supplier shall include appropriate reporting and monitoring mechanisms. The Supplier shall provide and maintain a register to record contact details to include Supplier Staff email and telephone numbers.

20.5.14. Subcontractor, third party suppliers and partners vetting and management processes;

20.5.15. Quality policy / quality statement / quality management documentation;

20.5.16. Continuous Improvement and innovation;

20.5.17. Buyer obligations / dependencies - the role the Buyer is expected to play in the development, roll-out and operation of the Services, including comment, critique and Approval. The information and support that shall be required from the Buyer to enable successful Delivery of the Services;

20.5.18. BSCM roles and dependencies;

20.5.19. Operational liaison processes, including Buyer satisfaction;

20.5.20. Supplier staff training plan;

20.5.21. Traceability matrix against the paragraph references contained within this Specification's Work Packages; and

20.5.22. Management information reporting

21. Service A5 - Risk Management

21.1. The Supplier shall be responsible for the development of a digital Call-Off Contract specific issue and risk register which shall be provided to the Buyer within one (1) week of the Mobilisation Start Date (refer to Annex 1a (Buyer Critical Milestones) to Call-Off Schedule 13 (Mobilisation Plan and Testing)). The Supplier shall review and update the issue and risk register in real-time to reflect any changes or additional issues/risks. Where new and/or significant issues and/or risks are identified which have the potential to impact on their responsibilities, the Buyer's business operations, service provision and / or performance standards, the Supplier shall be responsible for informing the Buyer of these issues and/or risks within twenty-four (24) hours of their discovery. The Supplier shall update the live digital risk register that is shared with the Buyer. The Supplier shall align its risk management system including, but not limited to, approach and documentation, to the Buyer's risk management system.

21.2. The Supplier is responsible for identifying and shall operate key business unit

specific risk management systems including the drafting and updating of such systems. Key business unit risk registers to be identified during the Mobilisation Period (refer to Annex 1a (Buyer Critical Milestones) to Call-Off Schedule 13 (Mobilisation Plan and Testing)).

21.3. The Supplier shall work on a Continuous Improvement basis to address the risks identified and to put in place the appropriate protections, mitigations and actions to ensure all risks are appropriately managed.

21.4. The Supplier shall review their Call-Off Contract risk register weekly and provide updates on a cadence which will be agreed with the Buyer during the Mobilisation Period (refer to Annex 1a (Buyer Critical Milestones) to Call-Off Schedule 13 (Mobilisation Plan and Testing)). An output report from the Supplier risk reviews will be presented to the Buyer to clearly outline progress of the Buyer approved mitigations put in place to manage risk.

21.5. The Supplier shall produce and comply with all risk assessments relating to the Deliverables Delivered at the designated Buyer Premises (as set out in Annex A – Deliverables Matrix). This includes risk assessments and statutory compliance required by or produced by the Buyer and all ASCMs or third parties such as landlords of Buyer Premises.

21.6. The Supplier shall implement output and findings within five (5) Working Days unless otherwise agreed with the Buyer, of the Buyer led Security Risk Assessment for each Buyer Premise following instructions from the Buyer on alterations required to effectively manage risk.

21.7. The Supplier shall provide comprehensive Monthly updates in relation to their contractual risk register. These shall include but not be limited to:

21.7.1. Progress against known and existing risks;

21.7.2. Risk mitigation activities; and

21.7.3. Newly identified risks.

21.7.4. Risk identification

21.7.5. Risk assessment

21.7.6. Risk analysis

21.7.7. Risk evaluation

22. Service A6 – Buyer Satisfaction

22.1. The Supplier shall develop a Buyer satisfaction process with the Buyer and deliver it in accordance with the specific Buyer requirements and as defined in the agreed Service Delivery Plan.

22.2. The Supplier shall deliver a complaints management process, which manages and maintains the Buyer's customer satisfaction targets.

22.3. The Supplier shall participate and respond where appropriate to Buyer or thirdparty customer satisfaction outputs (e.g. net promoter score (NPS)) upon request from the Buyer.

23. Service A7 – Reporting

General Reporting Requirements

23.1. The Supplier's system shall be configured to capture all elements of service provision to facilitate the production of the MI reporting requirements as requested by the Buyer.

23.2. The Supplier shall acknowledge that the Buyer currently has an Integrator Supplier, providing Helpdesk and CAFM Services ("Buyer's Helpdesk" and "Buyer's CAFM System"), including centralised reporting to the Buyer on the Services as well as the Services provided by other BSCMs.

23.3. All standard reporting data is to be shared with the Buyer's Integrator where reporting will be configured. The Buyer and where required BSCM will access reports using this data from the Buyer's Integrator (see Annex G (Non Functional Requirements) for detail).

23.4. The Supplier shall work with the Buyer and the Buyer's Integrator to provide appropriate data feeds to the Buyer's CAFM System to ensure accuracy of the centralised reporting. This would ensure accuracy of the centralised reporting and ensure a single version of the truth is maintained by the Buyer.

23.5. The Supplier shall be responsible for the provision of all interfaces between their own systems and third party MI systems to facilitate the real-time transfer of data.

23.6. The Buyer's data contained within the Supplier's System shall be able to be uploaded to third party MI systems where required by the Buyer.

23.7. The Supplier shall work with the Buyer's Integrator, and other BSCMs as required, to provide continued input and feedback on reporting to focus and improve reporting. The forums at which this information will be shared is to be advised via the governance framework.

23.8. The format and standard of reporting shall be developed and agreed during the Mobilisation Period (refer to Annex 1a (Buyer Critical Milestones) to Call-Off Schedule 13 (Mobilisation Plan and Testing)) with the Buyer and Delivered in accordance with their requirements, in accordance with the PMPR Process and the Payment Verification Process. The Supplier shall be responsible for developing quality assurance processes and cadence on checks to identify data transfer occurs as intended;

23.9. The information, data and evidence required to report against all the agreed KPIs is contained within the Supplier's CAFM System and, via integration within Buyer's CAFM system, and always maintained accurately. The Supplier shall provide a detailed narrative on all reporting submitted to the Buyer where this reporting uses the Supplier's information, data and evidence.

Alarm Activity Reporting

23.10. Alarm activity reports will be generated by the Supplier and shared with the Buyer's Integrator, TFM Supplier and the Buyer when requested in a format agreed with the Buyer. The Supplier must provide all reporting and data to support the TFM Supplier to ensure reporting provides relevant and timely information to meet the Supplier's False Alarm Management (FAM) obligations. Costs for these reports shall be included in the Charges.

23.11. Where online card access systems are in use, the Supplier shall provide the Buyer with regular transaction reports via an automated process and ad-hoc reports as

required by the Buyer. Costs for these reports shall be included in the Charges. The process for this is to be agreed during the Mobilisation Period. This data is to enable building utilisation to be reviewed by the Buyer, any reports or API data must not include any user details.

23.12. In order to maintain Police response, it is critical the Supplier ensures FAM and Police Unique Reference Number (URN) management are completed to all relevant industry standards, codes of practice and industry and Police rules. All reporting of False Alarm Management and Police URN management activities must be clear and unambiguous, allowing the Buyer's Integrator, the TFM Supplier and the Buyer to quickly make informed decisions. Costs for these reports shall be included in the Charges.

23.13. The Supplier will provide the reporting required for the Buyer's Integrator, the TFM Supplier, Security Guarding Supplier and the Buyer. The reports are an opportunity for the SCC to communicate with the Buyer. As well as performance, the reports should be used to identify any security or other risks found to the Buyer and improvement opportunities for both the Supplier and the Buyer. Costs for these reports shall be included in the Charges.

23.14. The Supplier must provide the following reports to the TFM Supplier, copied to the Buyer and Buyer's Integrator. Costs for these reports shall be included in the Charges:

23.14.1. Daily, alarm activity

23.14.2. Daily, more than three (3) alarm activations in thirty (30) days

23.14.3. Monthly, non-Policed alarm activity – review with rolling twelve (12) Month alarm activity

23.14.4. Daily, no signal for seven (7) days

23.14.5. Daily – all faults found from automatic fault monitoring (pre-premises opening)

23.15. Reports that need to be shared immediately will be agreed during the Mobilisation Period. Costs for these reports shall be included in the Charges. These reports shall be forwarded to the Buyer or the BSCM immediately when requested, or as defined in a workflow, reports include but are not limited to:

23.15.1. Fast track reports

23.16. Monthly: Supplier performance report for the Alarm Receiving Centre Services, including alarms received by type, including but not limited to the below. Costs for these reports shall be included in the Charges:

23.16.1. HUA with intervention

23.16.2. HUA confirmed (sequential and through intervention) Policed / Policeable

23.16.3. Intruder single / unconfirmed

23.16.4. Intruder confirmed Policed / Policeable

23.16.5. Fire alarm activations

23.16.6. Key management system interventions

23.16.7. All system fault alerts (tamper, power, line monitor etc)

23.16.8. Top sites for false alarms

23.16.9. Top sites for genuine alarms

23.16.10. Top sites for system alerts

23.17. Monthly: Supplier performance report for the Alarm Receiving Centre Services, including alarms received by type, including but not limited to the below. Costs for these reports shall be included in the Charges:

23.18. Weekly lone worker device reports are to be provided to show all activations and usage in the period. A twelve (12) Month rolling report is to be put in place to show trends on usage. Trending of users is to be included to identify potential risks through incorrect usage or misuse. Costs for these reports shall be included in the Charges.

23.19. The Supplier shall provide ad-hoc SCC reports when requested by the Buyer. Reports are to be shared with the Buyer either by a self-service mechanism or as agreed when requested. Costs for these reports shall be included in the Charges.

Security Guarding Supplier Reporting

23.20. The Supplier is to provide ad-hoc reports and live updates from the Security Guarding Supplier's private mobile radio solution, reporting by the Supplier must include but not be limited to devices inactive for more than one (1) Working Day. Reports are to be shared with the Buyer either by a self-service mechanism and / or at a reporting schedule agreed with the Buyer during the Mobilisation Period. Costs for these reports shall be included in the Charges.

23.21. The Supplier is to provide ad-hoc reports and live updates from the Security Guarding Supplier's Body Worn Camera (BWC) solution, reporting should include but not limited to devices inactive for more than one (1) Working Day, device upload failed and offline docking stations. Reports are to be shared with the Buyer either by a self- service mechanism and / or at an agreed schedule. Costs for these reports shall be included in the Charges.

23.22. The Supplier is to provide ad-hoc reports and live updates from the Security Guarding Supplier's time & attendance solution. Reports are to be shared with the Buyer either by a self-service mechanism and / or at an agreed schedule. Costs for these reports shall be included in the Charges.

Incident Reports

23.23. The Supplier will be responsible for collating reports of serious/extreme and major incidents and must ensure the incident escalations are shared with the Buyer's Integrator. Serious and major incidents are defined in the supporting document Annex R (Incident Report Requirements) and Annex R (Incident Reporting Requirements) Workflow. Costs for the serious and major incident reports must be included in the Charges. The serious and major incident reports must be shared within twelve (12) hours from the incident occurring.

23.24. The incident reports are potentially to be used as legal evidence, the process used by the Supplier to collate and share the evidence must not jeopardise the validity of the incident report evidence collected.

23.25. Where a serious/extreme or major incident has occurred, the Supplier must send

escalations via an automated process (API etc) to the Buyer's Integrator, the Buyer's Integrator will provide any escalations to the Buyer's escalation team. During the Mobilisation Period the details of how, when and where the incident reports will be shared with the Buyer will be agreed.

23.26. Annually the Sustainability reporting is to include but not be limited to:

23.26.1. Measures taken by the Supplier to support the Buyer's sustainability targets with details of activity conducted, date of action, and outcome/result.

23.26.2. Supplier corporate carbon emissions including Scope 1 and 2 (mandatory) and scope 3 (where possible) and any Contract specific carbon emissions resulting directly from activities undertaken on the Buyer's premises (e.g. use of fuel)"

23.27. Costs for these reports shall be included in the Charges

Framework MI Reporting

23.28. The Supplier shall report on its own performance with CCS as detailed in Framework Schedule 4 (Framework Management).

23.29. The Supplier shall ensure they remain fully compliant with all MI reporting requirements and commit to maintain full compliance as CCS develops enhanced reporting regimes throughout the lifetime of this Framework Contract.

Compliance Reporting

23.30. The Supplier shall provide assistance and information to the Buyer and be responsible for arranging access to any Supplier held Documentation as required for any independent audits organised by the Buyer upon request. These may include:

23.30.1. National Audit Office (and its respective assigns or successors in title) audits;

23.30.2. Buyer led technical compliance audits;

23.30.3. Accident/ incident investigation;

23.30.4. Specialist staff inspections including medical or logistics;

23.30.5. Trading Standards (and its respective assigns or successors in title) inspection;

23.30.6. Premise inspections and compliance inspections and audits;

23.30.7. Parliamentary enquiries and questions;

23.30.8. Freedom of information requests;

23.30.9. Buyer led cost audit sampling checks (post payment of invoice); and

23.30.10. Government Internal Audit Agency (GIAA) (and its respective assigns or successors in title) audits.

24. Service A8 – Performance Reporting

24.1. In accordance with paragraph 1.1 of Part B to Call-Off Schedule 14 (Key Performance Indicators), the Supplier shall Deliver the Services and manage

performance in

line with the agreed KPI model detailed in Call-Off Schedule 14 (Key Performance Indicators).

24.2. The Supplier is required to self-monitor its performance, with associated processes to be agreed with the Buyer during the Mobilisation Period (refer to Annex 1a (Buyer Critical Milestones) to Call-Off Schedule 13 (Mobilisation Plan and Testing)). This shall be inclusive of all Services Delivered by Subcontractors.

24.3. The Supplier shall manage performance using their own internal performance management systems and processes which shall align with the Buyer's internal performance monitoring and auditing regimes as agreed within the Service Delivery Plan at Call-Off during the Mobilisation Period.

24.4. The Supplier shall provide a system to manage, control and record and report on the Delivery of all Services provided as part of any Call-Off Contract.

24.5. As part of the performance self-monitoring regime, the Supplier is required to:

24.5.1. Operate procedures and systems to record and evidence information in support of accurate performance monitoring and to enable accurate and robust performance reporting on a frequency required by the Buyer;

24.5.2. Monitor the performance of the Services via a programme of internal and external audits and inspections and trend analysis of recorded data from the Buyer's CAFM system and respond to the Buyer with a detailed narrative. Where required, the Supplier shall produce ad-hoc reports for the Buyer and make the outputs from these audits/inspections available in the Buyer's CAFM system;

24.5.3. Work with the Buyer's Integrator to develop, improve and focus reports over the Call-Off Contract Period.

24.5.4. The system, utilised by the Supplier, shall be capable of accurately monitoring performance of Services, notwithstanding any changes in work practices, technology and agreed performance Standards at all times, throughout Call-Off Contract Period.

24.6. The Supplier shall be responsible for maintaining the Software and systems and shall ensure they use the latest Software releases to maximise the benefits of new technology.

24.7. The Supplier shall work with the Buyer and support their internal performance and audit management processes. The Supplier's self-monitoring regime shall engage with and recognise these processes and capture feedback from Buyer audits and inspections, to include independent audits scheduled by the Buyer. The Supplier shall be responsible for taking appropriate action to deliver agreed outcomes to identified issues and failures.

24.8. The Supplier SMT shall interface with the Buyer's CAFM System providing live automated data to and from the Buyer's CAFM system of all events and activities agreed with the Buyer during the Mobilisation Period.

24.9. The Supplier shall develop and agree with the Buyer at Call-Off the management reporting regimes for recording statutory compliance, performance against Social Value targets and balanced scorecard returns.

Auditing

24.10. Under this Call-Off Contract, auditing will be carried out by the Supplier to confirm the quality, Delivery and performance of the Services. This auditing should be complemented by regular Supplier in-house auditing of processes and procedures as well as work quality.

24.11. Copies of the Supplier audit reports should be made available for review by the agreed Buyer Representatives on request.

24.12. The Buyer will, from time to time, instigate, for their own quality purposes, in-house or independent auditing. Notice will be given to the Supplier's management before such an audit is commenced in accordance with the notice periods and timescales defined within the Call-Off Contract.

24.13. The Buyer may choose to carry out an audit in line with open book accounting principles or investigation following a health and safety accident or near miss. In such cases, the Supplier shall fully co-operate with the Buyer or its agents and provide any Documentation required by the Buyer or its agents in accordance with the notice periods and timescales defined within the Call-Off Contract. The Supplier shall be responsible for completing any identified remedial actions and reporting to the Buyer.

Performance Improvement Plan (PIP)

24.14. The Buyer requires the Supplier to take a proactive approach to resolving issues when the Services do not meet contractual performance levels. The Supplier shall support the development of a PIP where the Service fails to meet a KPI or SPI and shall comply with its obligations under Paragraph 6 of Call-Off Schedule 14 (Key Performance Indicators).

24.15. As part of the PIP the Supplier shall undertake a root cause analysis demonstrating why the KPI or SPI is failing and shall develop a plan with SMART Milestones to improve the Delivery of the relevant Services to the required level.

25. Service A9 - Business Continuity and Disaster Recovery (BCDR) Plan

25.1. In accordance with Call-Off Schedule 8 (Business Continuity and Disaster Recovery), the Supplier shall have a BCDR Plan to Deliver the Services at each Buyer Premises throughout the Call-Off Contract Period.

25.2. The Supplier shall:

25.2.1. Notify the Buyer's Integrator as soon as the Supplier becomes aware of Business Critical Events or likely Business Critical Events. The Supplier shall collaborate with the Buyer to ensure that the BCDR Plan interfaces seamlessly to support the Buyer's business;

25.2.2. When liaising with the Buyer's Integrator ensure that appropriate communication lines are maintained and that the Buyer's Integrator understand the other BSCM that must be kept informed, always including but not limited to; the Security Guarding Supplier and the TFM Supplier;

25.2.3. Ensure the Supplier's BCDR Plan addresses the loss of or disruption to all systems and shall ensure that these have been reviewed and tested to a

programme agreed with the Buyer;

25.2.4. Conform to the Buyer's BCDR Plan dealing with recovery from accident and emergency situations, and shall participate fully in the Buyer's BCDR planning for each business unit/ area and as described in the relevant BCDR Plan.

25.2.5. Ensure its BCDR Plan is executed as planned with due expediency following the loss of one or more energy supplies to any Buyer Premises, as communicated to the Supplier by the Buyer. The Supplier shall inform the Buyer of all scheduled interruptions to the Supplier's energy supply (e.g., scheduled power downs) if it may affect the Buyer's operations;

25.2.6. Ensure the BCDR Plan addresses how the Supplier shall provide a tactical solution for the first twenty (20) Working Days to protect the Buyer, the Buyer's Premises and the Buyer's Assets;

25.2.7. Ensure the BCDR Plan includes evidence reasonably required by the Buyer that Supplier Staff assigned to business continuity management under the Call-Off Contract are competent to perform required tasks. For example, members of the Business Continuity Institute at the minimum level of 'Certified' (CBCI); and

25.2.8. Provide its BCDR Plan within ninety (90) Working Days (or as otherwise agreed by the Buyer during the Mobilisation Period (refer to Annex 1a Buyer Critical Milestones) following the Call-Off Start Date. The BCDR Plan shall be reviewed on a regular basis with the Buyer and as a minimum once every six (6) Months.

25.3. The Supplier shall Test their BCDR Plan regularly and in any event not less than once in every Contract Year.

25.4. At the request of the Buyer, the Supplier shall assist in Testing the Buyer's BCDR Plan/s at least once every Contract Year.

25.5. The Buyer may require the provision of professional advice (from time to time) in relation to its own BCDR Plan, including the safe evacuation of Buyer Premises during an emergency and the operation of emergency systems. This advice shall be of a practical nature and shall relate to the on-going provision of the Services at each Buyer Premises. The Supplier shall note that the acquisition and setting-up of immediate replacement accommodation shall not be required as part of this Service.

25.6. The Buyer's BCDR Plan is confidential, and the Buyer will decide what information will be divulged to assist in the process. Any information divulged must be treated as confidential and shall not be issued to others without the Approval of the Buyer.

25.7. The Supplier shall assist with the Delivery of any relevant activities within the Buyer's BCDR Plan.

26. Service A10 – Staff Management, Recruitment and Training

26.1. The Supplier shall attract, recruit and retain Supplier Staff to Deliver the Services and any future change (reduction or expansion) of the Services.

26.2. The Supplier shall notify the Buyer in the event of organisational changes to their existing management structure who support the Buyer and provide their plan (inc. timing) to fill resource gaps and interim plan until gaps are filled.

26.3. The Supplier shall recognise that the public sector in the UK is committed to the Delivery of high-quality public Services and recognises that this is critically dependent on the provision of excellent management and leadership skills and a workforce that is well rewarded, well-motivated, well-led, has access to appropriate opportunities for training and skills development, is diverse and is engaged in decision making. These factors are also important for workforce recruitment and retention, and thus continuity of the Services.

26.4. The Supplier shall recognise that public bodies in the UK have in place, are developing and / or are adopting fair work practices, which include:

26.4.1. A fair and equal 'pay policy';

26.4.2. Clear managerial responsibility to nurture talent and help individuals fulfil their potential, including for example, a strong commitment to 'modern apprenticeships' and the development of the UK's young workforce;

26.4.3. Promoting equality of opportunity and developing a workforce, which reflects the population of the UK in terms of characteristics such as diversity and inclusion, age, gender, religion or belief, race, sexual orientation and disability;

26.4.4. Supporting learning and development; stability of employment and hours of work, and avoiding exploitative employment practices, including for example no inappropriate use of zero (0) hours contracts;

26.4.5. Demonstrate action to identify and manage the risks of modern slavery in the Delivery of the Call-Off Contract, including in the Subcontractors and other appointed Supply Chain;

26.4.6. Confirmation from the Supplier to the Buyer on an annual basis that the Supplier Staff engaged under or in relation to this Call-Off Contract can carry out the required tasks within their operational duties;

26.4.7. Flexible working (including for example practices such as flexi-time and career breaks) and support for family friendly working and wider work life balance;

26.4.8. Annual continual professional development should be undertaken by all Supplier Staff engaged under or in relation to this Call-Off Contract, including all the Key Personnel and management team assigned to the Call-Off Contract. This continual professional development (CPD) should be recorded in each Supplier Staff member's personal development record which should be available on demand to Buyer Staff at any time;

26.4.9. Support progressive workforce engagement, for example trade union recognition and representation where possible, otherwise alternative arrangements to give Staff an effective voice;

26.4.10. Effective (and at all times complying with applicable Law) equality, inclusion and diversity policies and procedures.

26.5. To ensure the highest Standards of service quality in this Call-Off Contract the Buyer expects the Supplier to take a similarly positive approach to fair work practices as part of a fair and equitable employment and reward package which drives effective management of recruitment and retention of Supplier Staff with appropriate expertise to fulfil all requirements within this Call-Off Schedule 20

(Specification). This might

include a commitment to supporting the Real Living Wage where this is recommended by the Supplier within their proposal and included within Call-Off Schedule 4 (Call-Off Tender).

26.6. Where the Buyer has nominated management roles and/ or positions as key roles on the Contract, the Supplier shall ensure their recruitment and business continuity processes comply with Buyer requirements as defined within the Service Delivery Plan.

26.7. The Supplier shall ensure that all Supplier Staff provide evidence of their right to work in the UK in line with Government's "Right to work checks: an employer's guide". The cost of obtaining any such evidence shall be the responsibility of the Supplier.

Supplier Staff Training

26.8. The Supplier shall ensure that all Supplier Staff engaged under or in relation to the Call-Off Contract receive appropriate induction, refresher and awareness training to ensure the successful and safe Delivery of the Services throughout the Contract. This training should include both digitally accessible and in-person training on a regular basis throughout the Call-Off Contract Period.

26.8.1. The Supplier shall ensure they conform to the Buyer's site-specific policies.

26.8.2. The Supplier shall develop and maintain a training register for all Supplier Staff employed on the Contract and be responsible for maintaining appropriate Staff records and training records for all Supplier Staff. This register shall include the date of training attendance, next due dates for refresher training and minimum requirements for each role.

26.8.3. The Supplier shall ensure that the digital training register is available for inspection and review by the Buyer at any time, in order for the Buyer to audit competency and training records.

26.8.4. The Buyer may require the Supplier to deliver bespoke training Services to Buyer Staff. Details of bespoke training requirements shall be managed via Call-Off Schedule 25 (Billable Works and Projects).

26.8.5. The Supplier shall ensure the CPD of their Staff to ensure that their knowledge and skills remain current and up to date.

26.8.6. The Supplier promptly investigates and takes appropriate action following any substantiated complaint made against any member of Staff and reports to the Buyer as agreed.

26.8.7. The Supplier shall investigate where more than one (1) substantiated complaint is made against any individual member of Supplier Staff within any Month. The Supplier shall take appropriate action to mitigate future reoccurrence and include the complaint and action taken in the Monthly performance reports as required through the Call-Off Contract with the Buyer.

26.8.8. The Supplier shall be responsible for the provision and costs of all equipment and work wear for their Staff where required.

26.8.9. The Supplier shall provide an induction programme for all Supplier Staff

and for any relevant Buyer Staff and participate in any relevant Buyer induction programme.

Security Clearance

26.9. For Supplier Staff engaged with and/or Delivering security systems Services (including those detailed in Work Package E of this Specification), the minimum security clearance required is the Government's Baseline Personnel Security Standard (BPSS) and, as per the Supplier's accreditation requirements, BS7858 screening must be completed within the Mobilisation Period. For certain Buyer Premises, to be advised by the Buyer, further levels of Supplier Staff security clearance assessment may be required. There may be key Supplier Staff or certain roles that require access to higher levels of sensitive information, or due to the systems access capability, (for example database administrators), may be required to be subject to higher levels of personnel security vetting. The Buyer shall advise on these key personnel or roles during the Mobilisation Period and as they arise over the Service Period. The Supplier shall be responsible for meeting the costs associated with BS7858 for Supplier Staff and Subcontractors.

26.10. Any Supplier Staff who has not received the clearance required by the Buyer, and who are required to be at the Buyer Premises must be accompanied and supervised at all times by a Supplier member of Staff who has the appropriate level of clearance.

26.11. The Supplier shall ensure that all Supplier Staff who require permission to work in the United Kingdom in the role in question have current and appropriate immigration permission to do so before they commence employment. Further, the Supplier shall (and shall procure that any Subcontractor shall) in all respects comply with its obligations under the Asylum and Immigration Act 1996, the Immigration Asylum and Nationality Act 2006 and the Immigration (Restrictions on Employment) Order 2007 (as applicable and amended) to check the right to work of each of their Supplier Staff in line with current Home Office and its respective assigns or successors in title, including the completion of repeat right to work checks as required against Supplier Staff with time-limited permission to work in the United Kingdom. The Supplier shall provide the Buyer with such evidence as the Buyer may request in order to verify such compliance. Any costs incurred through the completion of such right to work checks shall be the responsibility of the Supplier.

26.12. The Supplier shall ensure all security clearance documents are available for inspection and review by the Buyer at any time. The Supplier shall cooperate in any Buyer requested Audit or investigation.

27. Service A11 - Selection and Management of Key Subcontractors

27.1. The Supplier shall actively manage all aspects of the Services Sub-Contracted to a Subcontractor and the Supplier shall, at all times, remain responsible for the performance of its Subcontractors and for the Delivery of the Services (including, without limitation, those parts of the Services Sub-Contracted to a Subcontractor). The Supplier shall actively manage all aspects of Subcontractor involvement in the Delivery of the Services to ensure that such Services are Delivered in accordance

with the requirements of this Call-Off Contract, including without limitation, by ensuring that:

27.1.1. Suitable and sufficient screening prior to engagement to ensure that the Subcontractor has the appropriate skills, training, experience and accreditation, where necessary to provide the Service;

27.1.2. The protection of the Buyer's rights and requirements under or in relation to this Call-Off Contract and/or any Collateral Warranty and ensuring that the Buyer's rights and requirements under or in relation to this Call-Off Contract and/or any Collateral Warranty are maintained during the Call-Off Contract Period and that the value for money is achieved from the Call-Off Contract;

27.1.3. The Supplier obtains Approval from the Buyer prior to the appointment of any Subcontractors;

27.1.4. All appointed Subcontractors are eligible to work in the UK and possess the appropriate accreditations, qualifications, and skills;

27.1.5. All appointed Subcontractors comply with all contractual requirements on quality, health and safety, environmental and legislative requirements;

27.1.6. All appointed Subcontractors possess the appropriate level of security clearances for entry to the Buyer's Premises and for Delivering the Service as detailed in this Call-Off Schedule 20 (Specification);

27.1.7. Reporting requirements are provided (Service A9 - Reporting) where data is sourced from Subcontractors;

27.1.8. Benchmarking of the Services against the provision from other service providers;

27.1.9. Auditing and inspecting the Subcontractors' Delivery of the Services, ensuring that they comply at all times with the requirements of the Call-Off Contract and the Sub-Contract contractual requirements on quality, health and safety, environmental and applicable Law;

27.1.10. Establishing and maintaining appropriate records and information management systems to record and manage the performance of the Subcontractors;

27.1.11. Receiving, checking and authorising invoices for payment for Billable Works provided by Subcontractors pursuant to the relevant Work Order; and

27.1.12. Procuring the implementation of appropriate Supplier processes and procedures that enable Subcontractors to consistently Deliver the Deliverables in accordance with the Buyer's needs.

27.2. The Supplier may enter into agreements with Subcontractors, consultants and suppliers, as well as utilising the Supplier's own resources. The Supplier shall provide a schedule of proposed Subcontractors for review by the Buyer. The Buyer reserves the right to veto any Subcontractor but shall not unreasonably do so. Any changes to Subcontractors during the Call-Off Contract Period shall be subject to Buyer approval, which shall not be withheld unreasonably.

27.3. The Supplier is responsible for ensuring that all Subcontractor performance is effectively managed via use of the KPIs and SPIs, customer satisfaction and

complaints management processes including addressing any poor performance.

27.4. Performance monitoring against agreed KPIs and SPIs is made available to the Buyer as part of Monthly performance meetings and as and when required;

27.5. As a minimum the Supplier is to undertake an annual assessment of their Subcontractor capacity and overall Delivery against Supplier scorecard and their associated KPIs and SPIs (as the case may be) and Delivery against all Contract standards and processes, sharing the output with the Buyer;

27.6. Performance monitoring against agreed KPIs and SPIs is made available to the Buyer as part of Monthly performance meetings and as and when required;

27.7. The Supplier shall ensure and evidence they reflect the KPIs, SPIs and SLAs and the terms of the Call-Off Contract in any arrangements for Sub-Contracts with their Subcontractors.

27.8. All Subcontractors, consultants and suppliers shall operate within the performance mechanism of the Supplier including but not limited to the Buyer's Policies and procedures. The Supplier shall take full responsibility for the management of its Subcontractors used to provide the Services and shall evidence that robust processes are in place to monitor their performance.

27.9. The Supplier is responsible for identifying and managing risks and resolving disputes related to Service Delivery with their Subcontractors.

27.10. The Supplier shall take all reasonable steps to engage with small and medium-sized enterprises (SMEs) and local supply chain partners as Subcontractors to strengthen regional supply chain resilience and reduce the impact of the Goods and Services on the environment.

27.11. The Supplier shall procure that all Subcontractors carry adequate insurance having regard to the nature of the Services to be Delivered under the relevant Sub-Contract and that they are legally and professionally compliant in all activities Delivering the Services under or in relation to this Call-Off Contract at the Buyer Premises.

27.12. Actions required to enter into a new Key Sub-Contract relationship or to replace a Key Subcontractor are outlined in Joint Schedule 6 (Key Subcontractors).

28. Service A12 - Management Services

The Supplier shall:

28.1. develop, forecast and maintain appropriate management and staffing levels for the Delivery of the Services as documented in the SDP;

28.1.1. Be responsible for ensuring a change management procedure (refer to Annex 1a (Buyer Critical Milestones) to Call-Off Schedule 13 (Mobilisation Plan and Testing)) is in place to implement all changes to the Call-Off Contract, including but not limited to operational changes and changes introduced following Continuous Improvement activity, including as a result of the Supplier's obligations under Call-Off Schedule 3 (Continuous Improvement). The procedure shall be developed and agreed with the Buyer during the Mobilisation Period (refer to Annex 1a (Buyer Critical Milestones) to Call-Off Schedule 13 (Mobilisation Plan and Testing));

28.1.2. Develop, maintain and communicate to the Buyer appropriate working

practices, policies, procedures and methods to ensure that the Services are Delivered in accordance with this Call-Off Schedule 20 (Specification). The Supplier shall comply with this Call-Off Schedule 20 (Specification) at all times;

28.1.3. Comply with all the Buyer procedures and Security Policies and Standards, e.g. Government Functional Standard GovS007 Security and those listed in Appendix 2. This functional standard is part of a suite of functional standards designed to promote consistent and coherent working within government organisations and across organisational boundaries.

28.1.4. Comply with the Buyer's Response Level Security Measures Policy, and act upon the instructions of the Buyer should there be a change in the threat assessment and response level associated with the Buyer Premises;

28.1.5. Ensure that all Supplier Staff adopt and follow all security contingency plans as directed by the Buyer in the event of a security alert or incident;

28.1.6. Be responsible for ensuring all Supplier Staff are provided with the necessary training in relation to their responsibilities and activities when changes to security status occur. Refresher training should be undertaken

on a frequent basis being no less than annually. This should be evidenced by a digital training register available for inspection and review by the Buyer at any time;

28.1.7. Ensure that they have processes in place to attract, recruit and retain appropriately skilled and experienced Supplier Staff for the duration of the Call-Off Contract Period;

28.1.8. Recognise that some of the Buyer's data is protectively marked and may contain potentially sensitive information and shall ensure that management systems are in place to maintain the security of the Buyer's data, in accordance with Call-Off Schedule 9 (Security);

28.2. The Supplier Staff shall cooperate with and assist the Buyer with the implementation of all enhanced security related measures required in the event that enhanced security measures be required.

28.3. The Supplier shall provide expert technical and professional advice to the Buyer upon request on issues related to the Service detailed within this Call-Off Schedule 20 (Specification).

28.4. The Supplier shall:

28.4.1. Adhere to the Buyer's governance framework. The governance framework will outline the forums the Supplier is required to attend. The governance framework will include an agreed terms of reference, attendance, purpose, frequency, inputs, outputs, benefits and escalation channel. The Charges for Service A19 should be included in the Management Overheads.

28.4.2. Refer to Call-Off Schedule 15 (Call-Off Contract Management).

29. Service A13 – Exit Management

29.1. The Buyer requires that the Supplier provides a draft "Exit Plan" detailing the activity to be completed by the Supplier at either the expiry of the Call-Off Contract

Period or, if earlier, on termination of the Call-Off Contract. An indicative list of items to be included in this Exit Plan is included in Call-Off Schedule 10 (Exit Management).

29.2. The Supplier shall:

29.2.1. By the time stated in Call-Off Schedule 10 (Exit Management), provide for Approval a draft "Exit Plan" in line with Good Industry Practice and the requirements in Call-Off Schedule 10 (Exit Management);

29.2.2. Provide all reasonable assistance to the Buyer in the preparation and completion of tender documents and processes for the procurement of the Deliverables, including preparation of all information required;

29.2.3. Ensure all data, (records, documents or other information), created or used in performance of this Call-Off Contract complies with the Buyer's records management policy, and Buyer Policies of this Call-Off Schedule 20 (Specification); and

29.2.4. By the time stated in Call-Off Schedule 10 (Exit Management), handover all data, records and information pertaining to the Deliverables to either the Buyer or a new Supplier (as notified by the Buyer). The format of the data shall be determined by the Buyer and notified to the Supplier not less than

Three (3) Months prior to the date on which the Buyer requires the data to be provided by the Supplier.

30. Service A14 – Quality Management Systems

30.1. The Supplier shall have in place ISO 9001, ISO 14001, National Cyber Security Centre Plus (NCSC) certification.

30.2. The Supplier shall either have in place ISO 50001 or a plan to achieve ISO 50001 or apply the principles of ISO 50001 by the Call-Off Contract Start Date.

30.3. The Supplier shall maintain such accreditation throughout the remainder of the Call-Off Contract Period. The Supplier shall provide the Buyer, within two (2) Working Days evidence of its ISO standards and Cyber Essentials Plus accreditations upon request at any time during the Call-Off Contract Period.

30.4. The Supplier shall implement the required quality management plans in accordance with the ISO standards and tracking alignment to standard security best practice which shall include a proposed methodology to align with and support the Buyer's existing quality management system (which will be provided to the Supplier by the Buyer during the Mobilisation Period) and for delivering Continuous Improvement.

30.5. The Supplier shall be responsible for undertaking an annual review of their management systems with the Buyer to ensure compliance with all specified ISO accreditations (as referenced in Paragraph 30.1 and 30.2 above) and alignment to the Buyer's management system therefore ensuring the management systems continue to be suitable, adequate and effective.

30.6. The Supplier shall report at least monthly on the quality of the data held in its control. The Supplier shall be required to provide the Buyer access to data quality reporting tools for the Supplier's relevant system data storage.

30.7. The Supplier shall develop and agree their ISO quality audit programme with the

Buyer during Mobilisation Period (refer to Annex 1a (Buyer Critical Milestones) to Call-Off Schedule 13 (Mobilisation Plan and Testing)). The programme shall show registration body inspection visits, Buyer audits, internal Supplier assessor visits and Audits conducted by independent bodies.

30.8. Where requested by the Buyer, the Supplier's quality management systems shall be accredited by the UK Accreditation Service (UKAS).

30.9. The Supplier shall support any Auditing the Buyer is subject to when requested and will also engage and support any Auditing the Buyer wishes to undertake on the Supplier and/or the Services. The Supplier shall also provide a detailed and comprehensive report on the assurance and auditing undertaken on their own Subcontractors.

Work Package B - Guarding Services - Lots 1 and 2

Not Required

Work Package C - Physical and Technical Security Services Lots 1 and 3

Not Required

Work Package D - Maintenance of Physical and Technical Security Systems Lots 1 and 3

Not Required

Work Package E - E1 Alarmed Response Centre Lots 1, 2 and 3

31. Security Control Centre – Requirements

31.1. The SCC facility is a combination of an Alarm Receiving Centre (ARC), Remote Video Receiving Centre (RVRC) and other centralised security functions. The Supplier shall provide a central SCC facility for receiving alarm notifications, monitoring Video Surveillance System (VSS) images, utilising radio and other communication technologies, and controlling the response to emergency incidents. The Supplier must provide the SCC Services twenty-four (24) hours per day, three-hundred and sixty five (365) days per year.

31.2. The Supplier will provide critical centralisation of all the Buyer's security system monitoring, responses, data, and reporting. The Supplier will work closely with the Buyer, the TFM Supplier, the Security Guarding Supplier and other BSCMs to ensure the safety and security of the Buyer's employees, Customers and property. The Integrator service includes the Integrator helpdesk for all fault reporting, and Work Order management, the Integrator is vital to link all the Buyer's workflows.

31.3. This Work Package shall be read in conjunction with the following specifications, workflows, and Equipment Maintenance Strategy documents:

31.3.1. Performance Specification for Electronic Security Systems (Safe 03).

31.3.2. Performance Specification for Electronic Security Systems Operating Workflows (Safe 03).

31.3.3. Legacy Electronic Security Systems Operating Procedures (Workflows).

31.3.4. EMS - Electrical Installations.

31.3.5. EMS - Fire Alarms and Associated Systems.

31.3.6. EMS - Security System.

31.4. The SCC functions must include, but not be limited to, being capable of:

31.4.1. Receiving alarm system notifications;

31.4.2. Monitoring VSS images;

31.4.3. Monitoring and utilisation of 2-way audio systems,

31.4.4. Integration with the Supplier systems to allow monitoring of Lone Worker Devices (LWD), including the currently deployed Oysta devices and platform;

31.4.5. Interfaces for communication to and from and providing reports from the Security Guarding Supplier's systems, including but not limited to BWCs, Private Mobile Radios (PMR) system and a time & attendance system. The Supplier must engage with the Security Guarding Supplier to establish access to all the systems required and ensure all the Buyer's reporting requirements are available. The Supplier shall ensure that any user training required by the Security Guarding Supplier to access the systems is completed by the Supplier's.

employees. The systems to be used by the Security Guarding Supplier will be confirmed during the Mobilisation Period;

31.4.6. Ability to download evidential data from VSS and BWC systems, and share the data in compliance with the Data Protection Act with the Buyer, and the ability to redact images where required;

31.4.7. Interface with intercom devices at the remote sites where required, including but not limited to Commend VirtuoSIS;

31.4.8. Provision and management of access control system management software installed at the Buyer's Premises, management of system software and a card bureau service, for the AMAG Symmetry Access Control System deployed by the Buyer;

31.4.9. Management of Key Management systems installed at the Buyer's Premises;

31.4.10. Provision of reports as defined by the Buyer;

31.4.11. All the Services provided by the Supplier must be fully Auditable by the Buyer ensuring the Buyer can request details of any event and any actions taken by the Supplier. The Supplier shall provide all supporting information pursuant to any request made by the Buyer. The Supplier shall provide the Buyer with access to self-service reporting of the Services. The self-service reporting content, format and file type must be

agreed with the Buyer during the Mobilisation Period. The Supplier's Workflows for security system monitoring and VSS / Audio are detailed in the Buyer's Performance Specification for Electronic Security Systems (including but not limited to SAFE 03) and including but not limited to legacy systems workflows. The Supplier must review and understand all defined workflows included in the Buyer's Performance Specification for Electronic Security Systems (including but not limited to SAFE 03) and any other workflows required to process security system events from or to the Buyer's Premises including but not limited to legacy systems workflows. All the Buyer's defined security systems' workflows must be fully detailed and incorporated into the Supplier's processes and IT systems. Any additional Supplier workflows must be agreed with the Buyer during the Mobilisation Period;

31.4.12. During the Mobilisation Period, the Supplier must satisfy themselves and the Buyer that all workflows required to deliver all the Services have been fully defined and tested. No deviation from any agreed workflow or new workflow can be accepted without the Buyer's prior permission. Where workflows require improvement or change, these must be fully documented and agreed with the Buyer as part of the variation process in accordance with Clause 24 (Changing the contract) of the Core Terms;

31.4.13. The Supplier shall provide all workflow responses detailed in the Buyer's Performance Specification for Electronic Security Systems and workflows (including but not limited to SAFE 03), including, but not limited to communication to all UK Police forces for a Police response using the National Police Chiefs Council (NPCC), Electronic Call Handling Operations (ECHO), all UK Fire Brigades, the Integrator, the Security

Guarding Supplier, transmission of alert signals to radio or other communication devices used by the Buyer's staff;

31.4.14. The Supplier is required to provide all integration between the Supplier's systems and the CAFM system;

31.4.15. The Supplier shall provide trained and competent operators, ensuring resource levels required to meet the demands of the monitoring events received from the Buyer's Premises. During the public opening hours as detailed in Annex A (Deliverables Matrix) when the Buyer's clients will be attending the monitored premises, the operators monitoring the Buyer's panic alarms and VSS/audio systems must be dedicated to these tasks, ensuring competently trained operators are available to support the Buyer's employees and the Security Guarding Supplier;

31.4.16. Where security systems at the Buyers Premises do not automatically adjust for British Summer Time (BST) and Greenwich Mean Time (GMT) changes, and the SCC has remote access to reconfigure these security systems, the Supplier must remotely perform all the required time changes relating to BST and GMT to ensure the Buyers security systems are operating with the correct time and date, the costs for these updates will be included in the Charges. The time and date adjustments must all be complete within twenty-four (24) hours from the time the UK clock changes occur.

32. Security Control Centre – Monitoring of Alarms and Video/Audio Surveillance Systems

32.1. The Services provided by the Supplier shall include but not be limited to the following:

32.1.1. Provision of a UKAS independently accredited ARC communication with all remote signaling devices deployed by the Buyer for monitoring.

32.1.2. Intruder alarms, intruder alarm system events, hold-up alarms (HUA) and fire alarms.

32.1.3. UKAS independently accredited RVRC for VSS images including supporting 2-way audio for audio intervention and verification of alarms events at the Buyer's Premises.

32.1.4. Dispatch of alarm events to all UK Police Forces that have implemented ECHO.

32.1.5. Provision of the necessary compatible Software, technology, and equipment to receive, process, and store video & audio signals from remote cameras and microphones, including servers, data storage, and network infrastructure installed at Buyer's Premises.

32.1.6. Provision of required information technology networking technical abilities to design, implement, mobilise and migrate new and existing monitoring that includes all of the Buyer's current and legacy security systems. The solution required by the Buyer relies on robust network architecture with high levels of resilience. The Supplier must have all the IT networking knowledge within their organisation to work with the Buyer's digital teams to deliver the networking solutions that meet the Buyer's current and future requirements.

32.1.7. Provision of a Milestone XProtect Video Management System (VMS)(either expert or corporate). Milestone XProtect is currently used within the Buyer's Incumbent Supplier to manage the video and audio signals and provide real-time monitoring of alarm events.

32.1.8. Access to purchase, develop and fully support any other VMS solutions the Buyer requires to be implemented in the future of the Call-Off Contract, including but not limited to Milestone XProtect VMS (all levels, including expert and corporate) and all other third party VMS software add-ons such as vehicle number plate recognition plug-ins.

32.1.9. Access to specialist and technical advisory services from VMS suppliers including but not limited to Milestone XProtect VMS. These specialist and technical advisory services are required for the Mobilisation Period and the ongoing support of the VMS and connections to the systems installed at the Buyer's Premises. Currently Milestone Husky 350R & 700R Network Video Recorders (NVR) are deployed at the Buyer's remote sites as detailed in Annex A (Deliverables Matrix).

32.1.10. As detailed in the Buyer's Performance Specification for Electronic Security Systems (including but not limited to SAFE 03), the Supplier must provide audio challenges to alarm events to provide de-escalation assistance. The Supplier must ensure operators completing audio

challenges have the training, experience and confidence to challenge unacceptable behaviour over 2-way audio while using supporting VSS images.

32.1.11. Where the security system on site meets the Buyer's Performance Specification for Electronic Security Systems (including but not limited to SAFE 03), the Supplier will ensure that either the automated or the system processes are in place at the SCC to link Intruder Detection System (IDS) and panic alarm / HUA events received to the associated VSS / audio and that the alarm and VSS / audio are all received at the same time to ensure operators are presented with all required information.

32.1.12. The Supplier will have infrastructure and operator resources to meet the volume of security system activity generated by the Buyer's security systems twenty-four (24) hours a day three-hundred and sixty five (365) days a year.

32.1.13. The Supplier must have the capacity to increase or decrease in scale if the Buyer requires additional premises or Services to be added to or removed from the Services for alarm and VSS/Audio monitoring, also to ensure capacity for additional future technology or Services to be added.

32.1.14. Processing of signals received from sites with legacy security system communication devices (not completed to the Buyer's Performance Specification for Electronic Security Systems (including but not limited to SAFE 03)) are to be agreed in detail with the Buyer during the Mobilisation Period. The list below is an example of some types of monitoring and actions for signaling events received. (This list is not exhaustive and is for illustrative purposes only):

32.1.14.1. Intruder alarm – dispatch to the Buyer's Integrator for keyholder or the Buyer's patrol & response team

32.1.14.2. Hold up alarm (panic alarm) – contact the Buyer's representative on Site and contact the Buyers on Site Security Guarding Supplier (if deployed at the Site)

32.1.14.3. Fire alarm in working hours – contact Site to confirm, Site to dial nine-nine-nine (999) and directly communicate with the emergency services.

32.1.14.4. Fire alarm outside working hours – dispatch to local Fire Brigade and contact keyholder.

32.1.14.5. Log Work Order with the Buyer's Integrator for the TFM Supplier to investigate false alarms.

32.1.15. Where attendances are required urgently, for example when a keyholder is required to meet the Police at a confirmed alarm event, the Supplier must always telephone the Buyer's Integrator to ensure the automated event has been received and the correct priority assigned to the task.

32.1.16. The Supplier must be fully compliant with all the relevant UKAS and UK industry standards including but not limited to ISO 9001, BS 5979 and/or BS EN 50518 & BS 9518. The Supplier shall prepare and deliver to the Buyer for the Buyer's written Approval a BCDR Plan, which shall detail the processes and arrangements that the Supplier shall follow in accordance

with Call-Off Schedule 8 (Business Continuity and Disaster Recovery) of the Call-Off Contract, and the contents of this plan must be regularly tested and reviewed.

32.1.17. The following Standards apply to this Service, including but not limited to the list below. Where the Buyer requires these Services, the Supplier shall ensure they Deliver these Services in line with all statutory legislation and industry best practice, including but not limited to:

32.1.17.1. UKAS

32.1.17.2. BS 5979

32.1.17.3. BS EN 50518

32.1.17.4. BS 9518

32.1.17.5. National Protective Security Authority (NPSA) guidelines;

32.1.17.6. Data Protection Legislation;

32.1.17.7. Freedom of Information Act (FOIA);

32.1.17.8. The Protection of Freedoms Act (POFA);

32.1.17.9. The Human Rights Act (HRA);

32.1.17.10. The Information Commissioner's Office (ICO) Data Protection code of practice;

32.1.17.11. The Surveillance Camera Commissioner's Office (SCCO) code of practice.

32.1.17.12. BS 8484 Lone Worker Device

32.1.18. Where policed or policeable false alarms are generated by the Supplier's actions, all details must be clearly included in the Monthly Supplier's performance report. The Supplier shall ensure that false alarms generated by the Supplier's operators and processes are fully investigated in the false alarm management (FAM) process, and preventative measures should be put in place to prevent a recurrence.

32.1.19. The Supplier shall provide functionality through a mobile device application or other mobile process for the use of the Buyer and BSCMs, including but not limited to the Security Guarding Supplier and the TFM Supplier. The mobile device functionality shall enable authorised users to perform tasks that remove the need to telephone the SCC including but not limited to: putting systems test, system status, signaling history, signaling test results etc.

32.1.20. The Supplier shall ensure adequate resourcing and processes at the SCC preventing any queuing of events received at the SCC. Any queuing of events from the Buyer's security system monitoring must be prioritised by the event type. When events have had to be queued at any time, the Supplier must report this to the Buyer with an action plan to prevent future occurrences.

32.1.21. Event priorities (1 to 7, 1 being highest in priority):

- Priority 1. Fire alarm
- Priority 2. Lone worker alarm
- Priority 3. HUA/panic alarm
- Priority 4. Intruder alarm

- Priority 5. VSS intervention
- Priority 6. System fault reporting (primary or secondary signal paths)
- Priority 7. Any other event received

32.2. Where the Supplier identifies a system fault or issue that the Supplier can't resolve and requires remote or on-site engineering, the Supplier will pass the details to the Buyer's Integrator via an automated process (API etc.) to ensure the fault is reported and a Work Order produced for the TFM Supplier. The Supplier must ensure all relevant details are included in the fault report to enable the TFM Supplier to resolve without further details being requested. Once the fault has been passed to the Buyer's Integrator, the Supplier is to update the Buyer's employee at the relevant Premises to let them know the Work Order is now being completed by the Total Facilities Management Supplier.

32.3. The Buyer, at their discretion, may engage with other security system Suppliers (external Suppliers) when required to design, supply, install, monitor or commission security systems. The Supplier must accept commissioning and testing of connections from these external Suppliers. The commissioning times will be agreed in advance with the Buyer, the Supplier and the external Supplier(s).

33. Security Control Centre - Software Maintenance and Software Updates

33.1. For all security system equipment installed on the Buyer's Premises and SCC, where the Supplier is the Software administrator, the Supplier shall ensure that all Software and / or firmware updates that are provided free of charge by manufacturers or Software Suppliers, are completed to the latest stable and in service release. All costs relating to the updates are to be included in the Charges under this Call-Off Contract. The Supplier shall upgrade any SCC hardware to ensure that optimal performance is maintained. All costs for Hardware upgrades are to be included in the Charges unless the Hardware upgrade / change is instructed by the Buyer.

33.2. Where routine or urgent security vulnerability Software or firmware updates are provided by manufacturers or Software suppliers, the Supplier shall inform the Buyer via the Buyer's Integrator's escalation process within twenty-four (24) hours of the notification being received, with all details of the potential risks. A plan to complete all security related Software updates shall be agreed with the Buyer and implemented as soon as practical. The Supplier must keep the Buyer informed throughout the plan.

34. Security Control Centre - Lone Worker Device Monitoring, Supply, Maintenance

34.1. Where required the Buyer's employees working remotely will be equipped with Lone Worker Devices that are monitored by the Supplier. The Buyer requires a nationwide lone worker service that provides a discreet and instantaneous means of alert to incidents raised by end users of the lone worker service including appropriate emergency response. The Lone Worker Devices currently deployed by the Buyer are Oysta Technology Lone Worker Devices (Rio & Pearl+ etc). Unless as otherwise instructed by the Buyer, the same (type/make/model) devices are to be supported and supplied where new or replacement devices are required.

34.2. Existing Lone Worker Devices distributed to the Buyer's employees during the Mobilisation Period of this Call-Off Contract will remain the property of the Buyer, and any new or replacement devices purchased via the Billable Works process will also become the property of the Buyer.

34.3. The Supplier must ensure activations are handled within the timescales agreed and as a minimum within the industry standard. The SCC lone worker operators must be trained to follow the correct escalation procedure, according to the perceived and known risk to the lone worker, including an immediate Police response if required.

34.4. Three levels of alert are currently to be monitored:

- Alert 1 - Man down
- Alert 2 - Amber alert
- Alert 3 - Red alert

34.5. The lone worker system and SCC monitoring must also provide:

- A discrete and instantaneous means of alert.
- Twenty-four (24) hour ARC monitoring of Lone Worker Devices.
- GPS technology and multi-network roaming SIMs to ensure the ARC is always aware of a lone worker's movement in the event of an emergency.
- Level 1, Police response, if required, via a Police URN.
- Adherence to the latest data protection standards and compliance.
- Provide the Buyer's employees high-quality support when monitoring and responding to alerts, and through training support.
- Tailored reporting from the lone worker system or SCC's Software as requested in a file format agree by the Buyer and data feed to the Buyer's Integrator.

34.6. The Supplier will provide instruction manuals and training for the device to ensure lone workers can use the device correctly.

34.7. Each device is identified with a URN to easily identify them to the SCC and the Buyer.

34.8. Rigorous testing must be completed at factory level prior to dispatch. Testing includes activating devices and confirming the SCC receives the alarm activations. User acceptance testing will involve checking devices function in field conditions, augmented by users regularly conducting agreed checks.

34.9. The Buyer's lone worker service at the SCC must be coordinated with the Buyer. The Supplier must work alongside the Buyer to Deliver training, account updates, troubleshooting, processing data for new Staff, carry out and share reporting analysis on a daily basis.

34.10. When issuing new device requests, the Buyer's nominated service representative for the lone worker service, completes a request for new Lone Worker Devices via the Buyer's Work Order management system. When the Supplier receives the request, an email must be sent by the Supplier to the new 'user' with information about the process, the device and a request to complete the User Profile. The

user profile contains information relating to: user details such as, contact information, personal information and escalation contacts. Once received at the

SCC this information will be used to populate the SCC database and the pre-configured devices will be dispatched to the user.

34.11. A Lone Worker Device register will be maintained by the Supplier and used for reporting to the Buyer the status of all devices.

34.12. When a user leaves the Buyer's employment or the users employment is terminated, the user shall return their device to their line manager. The leavers device usage is preserved for a minimum of twelve (12) Months as per BS 8484. As soon as a leaver's device has been received by the SCC, a new account is also created with the device information so it can be reused if needed.

34.13. When a Lone Worker device is reported as lost, the Supplier will initially use the Lone Worker Device platform to try to locate the device. If the Lone Worker Device cannot be located in this way, the Supplier will complete a Lone Worker Device platform amendment form. This cancels the device, sim and its licence from the Lone Worker Device platform. If the Buyer requires a replacement, the new device request process shall be used.

34.14. Lone Worker Device upgrades, and firmware updates will be completed either manually or automatically. The Lone Worker Device platform will provide the Supplier with a communication detailing the upgrade requirements. The Supplier will in turn communicate this to the lone worker users and ask for the necessary information required from them during the upgrade. The Lone Worker Device platform will also provide the Supplier with a report of the devices that have or have not accepted the firmware and such report shall be shared with the Buyer to ensure that any devices that have been missed, can be upgraded.

34.15. Lone Worker Devices use and respond to alerts. The current devices combine GPS and GSM technology coverage and provide the following functionality:

34.15.1. One touch SOS button (red alert) - When pressed, this opens up a one-way voice channel through to the SCC. The individual can raise the alarm in a discreet way, so as not to attract attention.

34.15.2. Man down - The Lone Worker Device is to be equipped with motion detector providing means of alerting the SCC through loss of gravity and impact through trip or fall.

34.15.3. GPS - In the event of activation, the SCC are able to access location information within five (5) metres, providing the Supplier with a 'last known location' information. The GPS is to cycle every ten (10) minutes to provide the most accurate information.

34.15.4. GPS Tracking - The location of the Lone Worker Device can be constantly tracked, enabling workforce management functions. The data can support productivity reporting, geo fencing and will help responders in emergency situations.

34.15.5. Adjustable safety zones - Up to four (4) safety zones can be set up, providing in and out zone alerts. This facility monitors the individual moving between safe and hazardous zones.

34.15.6. Welfare checks - A timer can be activated on the device by the individual from one (1) minute to one (1) hour. If the timer is allowed to expire by itself, it will generate the message "are you ok" prompting the individual to respond by pressing "yes" or "no". If the message is ignored it will

present with a red alert.

34.15.7. Amber alert - A voice message service that allows the user to record specifics regarding the situation they are facing.

34.15.8. Covert dial in - the SCC operators can monitor potentially dangerous situations by directly calling into the device without user interaction, a system that can be used when signal fails to supply audio.

34.15.9. Power Status - The device sends out alert information when it is switched on or off, and this can be evidenced on the SCC log. The device will make a low audible beep when the battery gets below twenty percent (20%).

34.16. The device is supplied with a charger and additional accessories are available upon request (device holder / in car charger / belt clip).

34.17. The Lone Worker Devices combine mobile technology and GPS to communicate with the SCC. The Lone Worker Device primarily transmits its location information using GPRS but can fall back on using text messaging in areas of poor GPRS coverage. An automated text message is sent via the Lone Worker Device platform servers upon recognition that the GPRS has failed. The device will automatically transmit the location via text message should the GPRS fall down. The use of a roaming SIM means it operates on whichever network it can detect, providing the best possible coverage.

34.18. SCC activation response to lone worker alerts. Lone worker alert events are to be handled by workflows defined in the SCC Software and provide instantaneous means of alert to incidents, including emergency response.

34.19. When the SCC software receives a communication from a Lone Worker Device, it must be presented to the operator together with information about the individual and related automated instructions. This is to ensure SCC operators handling the lone worker alarms follow a system driven workflow.

34.20. The Suppliers SCC operators will be responsible for dealing with the Lone Worker Device alarms to completion.

34.21. When communicating an alarm, the Lone Worker Device will open an audio link with the SCC, allowing the operator to covertly listen to information and establish if the alarm is a false or genuine alarm. In the event of a suspected false alarm, the SCC operator will call the individual to check on their safety.

34.22. On receipt of an alarm, SCC Lone Worker Device Software will prompt the Suppliers operators at the SCC to liaise with the Buyer's escalation contacts via the Buyer's Integrator and/or the emergency response services.

34.23. All activation messages must be recorded, logged and archived in the SCC Lone Worker Device Software, including false alerts. When requested, logs of activations and recordings must be made available to the Buyer's Authorised Representatives.

34.24. In the event of a fault reported through the SCC monitoring Software or the lone worker software, the Suppliers operators will contact the user, determine the nature of the fault and whether it can be fixed remotely.

34.25. The Buyer will hold spare devices to replace the faulty devices when required. The Buyer will send the faulty devices to the Supplier, who will then process the faults with the manufacturer. The Buyer holds stock to ensure continuation of Service.

Once fixed devices are returned to the Supplier, they are then sent to the Buyer to hold as spares. The Buyer will notify to the SCC the details of the recipient of the devices to be sent once these are fixed. The process of dealing with faulty and replacement devices is to be fully agreed during the Mobilisation Period.

35. Security Control Centre - Body Worn Camera (BWC) Image viewing and Device Usage reports

35.1. The Supplier is to work with the Buyer and the Security Guarding Supplier to enable access at the SCC for evidence collection and to provide system usage reporting, content of reports and file format to be agreed with the Buyer during the Mobilisation Period.

35.2. Data / VSS image collection must only be completed where agreed and authorised by the Buyer and in compliance with Data Protection Legislation. Images will be stored in a standard, non-proprietary format and will be accessible by a number of common Software programs, the file format and Software required is to be agreed with the Buyer during the Mobilisation Period. Evidence collection must meet the requirements detailed in this Call-Off Schedule 20 (Specification).

36. Security Control Centre – Video Surveillance Systems (VSS) / Body Worn Camera (BWC) Evidence Retrieval

36.1. The Supplier is to provide support when requested by the TFM Supplier for the downloading of evidential images. Where the Buyer's site VSS doesn't have remote connectivity, remote connectivity has failed, or at the request of the Buyer, a request for VSS evidence will be raised as a reactive task to the TFM Supplier. The workflow will be defined during the Mobilisation Period.

36.2. Where the Buyer Premises VSS has operational remote connectivity, a request for VSS evidence will be raised to the SCC as a Work Order. On receipt of any authorised requests for VSS/ BWC footage from the Buyer, the Supplier is to remotely Interrogate the VSS or BWC footage and provide the evidence requested. The request must be completed by the Supplier as per the priority given to the task and the details in the Work Order.

36.3. The Supplier is to Interrogate the VSS / BWC footage remotely and assist the Buyer and / or the Police with the provision of stored images to potentially be used as legal evidence in the event of reported security breaches or incidents at the Buyer's Premises. The process used by the Supplier to share the evidence must not jeopardise any legal evidence through the collection processes used.

36.4. The Supplier shall ensure that VSS footage shall only be released to third parties in accordance with the Buyer's current security guidance including a specific court order or to assist the Police or the Buyer with an investigation and with the agreement of the appropriate Buyer security representative. At all times the provisions of Data Protection Legislation and the Surveillance Camera Commissioner's Office (SCCO) code of practice shall apply.

36.5. All file formats for video playback from BWC and VSS (including Audio) are to be agreed with the Buyer during the Mobilisation Period to ensure file formats used are fully compatible with the Buyer's digital requirements, formats shall be platform agnostic and non-proprietary. Video compression shall be utilised during

uploading, downloading and sharing of the video images from the BWC. The video compression used must not degrade the video images preventing them from being usable as evidence, and any compression levels that impact image quality must be agreed with the Buyer during the Mobilisation Period.

37. Security Control Centre – Data Protection Information Request including Data Redaction Service

37.1. VSS image redaction requires areas of the images to be obscured to ensure subjects or objects cannot be identified apart from the subject of the images.

37.2. Upon an approved request and Work Order from the Buyer for VSS images relating to a Data Protection Legislation request, the SCC will connect to the remote system and download the related VSS images and audio. Once downloaded, the images will be redacted by the Supplier as required by the Buyer to ensure that only the data requested in accordance with the instructions of the Buyer is made available. Where a download is not possible, the Buyer must be informed by the SCC, and a Work Order shall be raised via the Buyer's Integrator to require the TFM Supplier to complete the download. The Buyer may also approve requests and Work Order for the Supplier to complete image redaction from images downloaded by the TFM Supplier.

37.3. The Supplier shall ensure that redacted VSS footage shall only be released to third parties in accordance with the Buyer's current guidance and processes. At all times the provisions of Data Protection Legislation, as applied by guidance from ICO, shall be followed.

38. Security Control Centre – Proactive Remote Automated fault monitoring of Online Security Systems and System Testing (sites with Security Systems meeting the Buyer's Performance Specification for Electronic Security Systems (including but not limited to SAFE 03))

38.1. The Buyer Premises that have been upgraded to the Buyer's Performance Specification for Electronic Security Systems (including but not limited to SAFE 03) are to receive remote system checks, either an automated check or through operator intervention. The Supplier shall use the VMS Milestone XProtect and other software applications (Nagios Monitoring currently used by the Incumbent Supplier) to provide a weekday review of the remote systems performance, and as a minimum to monitor for:

38.1.1. System offline;

38.1.2. Device failing to respond;

38.1.3. Recording offline;

38.1.4. Recording stopped;

38.1.5. Camera(s) offline;

38.1.6. Camera(s) not recording;

38.1.7. Network issues (router, switches, gateway, servers etc);

38.1.8. VSS recording retention period exceeded or diminished;

38.1.9. Symmetry door controller offline;

38.1.10. Intruder alarm IP path offline.

38.2. The Buyer's Integrator will generate a task or Planned Preventative Maintenance each day for each of the Buyer's Premises that require the test. The task must be updated every day with the results of the daily checks for each site. Where faults are identified the task must be updated in the Buyer's CAFM system to ensure a further action is generated. The Supplier shall automate the daily updates wherever possible.

38.3. The automated checks can be scheduled or made through a separate manual process. Notifications from these checks by the Supplier must be no less once per day (seven (7) days per week), faults found must be reported each morning before the premises is operational any further faults identified during the opening hours must also be reported.

38.4. During the Mobilisation Period, the Supplier is to ensure they are fully onboarded to the Buyer's IT fault reporting system and the Suppliers operators who will utilise the Buyer's IT fault reporting system are fully trained in its use.

38.5. Where security system faults are found during the checks, the Supplier shall provide first line support to remotely resolve, the costs for remote resolutions are to be included in the Charges. Any issues or faults that cannot be resolved by the Supplier must be passed to the Buyer's Integrator via the Buyer's Work Order process for the Buyer's TFM Supplier to complete remote triage and further investigation or attendance if required. The Supplier must pass these faults to the Buyer's Integrator immediately it becomes obvious the Supplier will be unable to resolve remotely. Where a network fault is identified as the responsibility of the Buyer the Supplier shall immediately report the fault to the Buyer's Integrator. The Supplier must also immediately report the fault through the Buyers IT fault reporting process, and where needed work with the Buyer's digital team to assist with fault diagnosis and resolution.

38.6. Where security officers are deployed at the premises, the Supplier is to send a suitable text type message via the communication device issued by the Security Guarding Supplier to the premises Senior Responsible Officer (SRO) and security officers. The message is to inform the Buyer's SRO or on-site employees and security officers that there is a fault with the security system.

38.7. Where no security officers are deployed at the Buyer's premises the Supplier must telephone the Buyer's SRO or on-site employees to ensure they are made aware of the extent of the fault and what actions are underway to resolve.

38.8. Testing of SCC monitored systems. The Supplier will support Buyer's employees, security officers, the TFM Supplier and other authorised BSCM with all testing and maintenance tasks, including

but not limited to: putting systems on test at the SCC and confirming all events / signals received, images / audio received, including the testing and commissioning of new security systems.

39. Security Control Centre - Automatic Door Access Control - Card Database and System Management

39.1. The access control systems are managed by AMAG Symmetry enterprise operating

platform and will use MIFARE DESFire EV2 8k card technology with encoding to AES. The Supplier must be able to fully manage the central database of all the Buyer's access control systems and user credentials (cards, codes etc.). The Supplier must be able to provide any compatible card technology specified by the Buyer

39.2. The access control card holder identification database will be held and managed centrally by the Supplier as instructed by the Buyer. Access to this database for, adding and removing users, and all system administration will be provided by the Supplier.

39.3. During the Mobilisation Period the existing access control database will be transferred to the Supplier. The Supplier is to liaise with the Incumbent Supplier to ensure a successful transfer is completed. Data audits must be completed pre and post the database upload, to ensure no loss of data or loss of Service is incurred during the transfer.

39.4. During the Mobilisation Period Services supporting Delivery will be provisioned within the Supplier's secure environment or datacentre. The Supplier will provide all system infrastructure to host the Services at their premises or a datacentre. The premises or datacentres will be capable of hosting all the systems standard and disaster failover requirements to ensure the system and all data has resilience to a single failure. Where datacentres are to be used, these need to be fully detailed and agreed with the Buyer's digital and security teams during the Mobilisation Period.

39.5. The Supplier must consult with the Buyer's digital / information technology teams to understand the Buyer's full requirements for hosting the system. The Supplier shall ensure full separation of data from any of the Supplier's other client data. The Supplier shall ensure log-on access is limited to only those that required access to the system and database and that suitable security encryption is in place.

39.6. Access rights to the Buyer's Premises are set by the following operating principles:

39.7. Users are normally only permitted to access site during working hours. User and visitor cards must always be supplied and configured as instructed by the Buyer.

39.8. Should any user (the Buyer or BSCM) require ad hoc access outside the working hours then they must be submitted via the Work Order process.

39.9. Unless authorised by the Buyer, no user except the Security Guarding Supplier is permitted twenty-four seven (24/7) card access.

39.10. User or Visitor cards are configured with the following access as detailed in below table, the Buyer can request additional configurations to be added.

39.11. The Buyer can request changes to the access configurations and instruct these via the Work Order process.

Ref	Group	Readers
1	**All Readers**	All readers, internal and external
2	**Building Access**	Entrance readers and non-secure internal readers

3	**Cleaners**	Entrance readers and non-secure internal readers, car park, cleaners stores
4	**Server Room**	Server rooms/comms rooms
5	**Car Park**	Car park barriers & gates
6	**Finance**	Finance rooms
7	**Fraud / Secure Area**	Fraud & secure area rooms

39.12. New and replacement card process is to be put in place by the Supplier which will include a Work Order process this is to be agreed during the Mobilisation Period, below is the current process included for reference only:

39.12.1. The Buyer's nominated user for the site should make applications (normal SRO or security champion). The current process uses an Android smartphone dedicated to security functions normally held on Site by the SRO;

39.12.2. A dedicated website/Application on the smartphone accesses the process and information including, how to apply for a new access control card;

39.12.3. Once submitted, cards are to be processed by the Supplier and dispatched within twenty-four (24) hours and received by the Buyer's Authorised Site signatory within three (3) Working Days;

39.12.4. The Supplier shall maintain sufficient stock of blank cards.

39.13. First line support to automatic door access control system faults will be completed by the Supplier. The Supplier must be able to perform remote triage, remote diagnostics and remote resolution of faults. The Supplier is to provide all required remote technical support via the SCC team. The Supplier must ensure there are adequately trained operators in place twenty-four (24) hours three-hundred and sixty-five (365) days per year. Where the fault cannot be resolved remotely, the Supplier must inform the Buyer's Integrator within the Work Order priority, to enable attendance by the Buyer's TFM Supplier. Where it is immediately obvious from the triage that an engineer attendance will be required, these faults must be passed directly to the Buyer's Integrator for engineer attendance (e.g., damaged equipment or wiring, unsafe equipment etc).

39.14. The Supplier shall ensure the TFM Supplier and any other BSCM are enabled with adequate remote access to the automatic door access control system configurations, to support with maintenance, new connections, alterations or disconnections of automatic door access control system equipment at the Buyer's remote Buyer Premises. The Supplier is to ensure there are adequate security controls in place to limit remote access to only the functions required and that user credentials are controlled.

39.15. Where IDS system setting, or un-setting times need a temporary or permanent change for the Buyer's employees or BSCM to access the building, on receipt of a Work Order the Supplier must facilitate this with updates where needed including but not limited to the Automatic Door Access Control System, IDS and alarm monitoring software.

39.16. The IDS will unset on the presentation of the first access card following the allowed

access time. Example where normal access time is 06:30. The first card holder arriving after 06:30 presents their card to the access control system reader, this will deactivate the IDS and enable access through the door.

39.17. The SCC System will set the IDS fifteen (15) minutes after the end of operational working hours. Example; If the normal access time ends at 18:00 then the IDS is set at 18:15 or as per the workflows in the Buyer's Electronic

Security System Specification.

40. Security Control Centre - Automated Key Management System Remote support

40.1. Where deployed, the Buyer requires the Supplier to provide remote support for automated key management systems to control building access keys (currently Diester Key Management). Remote support will be provided via the Automated Access Control System (AMAG Symmetry) and key management system for the Buyer's Staff, the Security Guarding Supplier and any other party when instructed by the Buyer.

40.2. The automated Key Management Systems are interfaced with to the Automated Access Control System (AMAG Symmetry).

40.3. Key Management System faults reported by the Buyer or the Buyer's Integrator, are to follow the workflow process in the Buyer's Performance Specification for Electronic Security Systems (including but not limited to SAFE 03), ensuring that wherever possible the Suppliers team triage and resolve the fault. Where the remote support team are unable to resolve the fault remotely the Buyer's Integrator must be informed immediately. The fault will then be attended and resolved by the Buyer's TFM Supplier. Where it is immediately obvious from the triage that an engineer attendance will be required, these faults must be passed back to the Buyer's Integrator for attendance by the Buyer's TFM Supplier (e.g., damaged equipment or wiring, unsafe equipment etc).

40.4. Key Management System usage. The Supplier acknowledges that the Automated Access Control System (AMAG Symmetry) automated Key Management System uses keys that are securely attached to intelligent key tags, which are stored in electronic cabinets, accessible via an authorised door access control card. Members of Staff will identify themselves to the cabinet by swiping their access card on the card reader and, if authorised, the cabinet door will open. The system will only permit access to keys that the user is authorised to take.

40.5. The Key Management Systems consist of robust steel cabinets, a power supply, the battery, and the electronic control of all connectable components.

40.6. AMAG Symmetry automatic access control system interfaces with the automated Key Management Systems controlling access initially to the cabinet and then to the key(s) associated with the card holder access permissions.

40.7. Installed next to the automated Key Management System will be a mini combination key safe. This safe will hold the override key to the automated Key Management System. Codes to the key safe are to be held by the Suppliers remote support team for reference in emergencies.

40.8. The SCC will support access outside of standard building opening hours for planned or emergency attendances.

40.9. For emergency attendances, sites with AMAG Symmetry automatic access control systems that facilitates full building access control will require the Supplier's team to provide access after suitable authorisation has been received from the Buyer, either via a Work Order or an agreed workflow, process to be agreed during the

Mobilisation Period. Some sites also require a manual intervention. A key holder will need to be dispatched to facilitate this access.

40.10. Sites without AMAG Symmetry automatic access control systems will require a key holder (or landlord) attendance to facilitate access in line with the Buyer's agreed requirements for this access.

40.11. For planned attendances by other maintenance providers or Services outside normal working hours, the Buyer's Integrator Helpdesk will need to be notified, who will then make arrangements with the Buyer, the Supplier and the Security Guarding Supplier, if required, to ensure the attendance can be completed. The process is to be agreed during the Mobilisation Period. Planned Out of Hours attendances will require a minimum of twenty (20) Working Days' notice to ensure the attendance can be completed as requested.

41. Security Control Centre - Private Mobile Radio Devices (PMR) and the Buyer's Smart Devices

41.1. The Supplier is to work with the Buyer and the Security Guarding Supplier to enable access at the SCC for the PMR system to be fully interfaced including reporting of PMR events as well as device and PMR system usage made available to the Supplier.

41.2. The PMR solution is provided by the Security Guarding Supplier.

41.3. The Interface is to allow the SCC access to send and receive data and or audio. When an alarm or event has been received, the Supplier must be able to instantly transmit automated text type messages to the PMR by individual devices or groups of devices following the agreed workflow for the alarm event received or events and notifications detailed in this Call-Off Schedule 20 (Specification). End to end testing must be fully completed during the Mobilisation Period.

42. Security Control Centre – The Buyer's IT Infrastructure

42.1. Security systems use the Buyer's IT infrastructure to transmit from the Site systems to the Incumbent Suppliers monitoring centre and remote engineering functions. Security related systems connected via the Buyer's IT infrastructure:

42.1.1. Alarm signalling (primary path for intruder / panic / fire alarms)

42.1.2. Video surveillance system (VSS)

42.1.3. 2-way audio

42.1.4. BWC data

42.1.5. Door access control (inc Key Management)

42.1.6. Intercom (where integrated)

42.2. The Supplier must satisfy themselves that they can securely connect to the Buyer's IT infrastructure and the Supplier at all times complies with the Buyer's Standards. Wi-Fi connectivity at Buyer Premises must use the Buyer's infrastructure. Internet connectivity through ethernet will be provided by the Buyer. Where using the

Buyer's IT infrastructure, the Supplier must satisfy all the Buyer's requirements and approvals including but not limited to the Buyer's digital design team and any security risk assessments.

42.3. The Supplier must provide and operate suitable infrastructure hardware within their datacentre set-up. The Supplier's network will include a virtual private network (VPN) concentrator and manage appropriate Information Security infrastructure to ensure the Information Security of the Services, sized appropriately to cater for inbound connectivity from all the Buyer's sites that require connection and targeted firewall and other Information Security infrastructure in their datacentre.

42.4. The Supplier must have suitable IT resources to complete the transfer and to fully support throughout the Call-Off Contract.

42.5. During the Mobilisation Period, the Supplier must fully understand the migration process from the Incumbent Suppliers to the Supplier's facilities.

42.6. The Supplier must work closely with the Buyer throughout the Mobilisation Period to ensure a successful transfer and align with any rollout schedules agreed with the business.

42.7. Network diagnostics are shared between the Buyer (Buyer-end-IPSEC, WiFi) and the Supplier (Supplier-end-IPSEC, LAN, VPN concentrator and backend), with each party having responsibility for the various elements of the network.

42.8. For networks provided by the Buyer, cloud-based monitoring and diagnostics application will be made available to the Supplier. The Buyer will be accountable for all fault detection, monitoring, management and resolution of the network - up to and including the ports provisioned on the Buyer's network device. The Buyer's network devices are the responsibility of the Buyer.

42.9. Locally on site, the Supplier will maintain Allied Telesis Network switching into which the various security systems will be connected. These switches will be managed from a central point provided by the Supplier's engineering team.

42.10. Connectivity from the Remotely Monitored sites back to the SCC will be achieved via VPN where it will terminate on the Supplier's network device. Firewall devices which are the same type of device as the firewall / router devices deployed and managed by the Buyer on the remote sites from which the VPN connection will be initiated.

42.11. The SCC implemented network devices are the responsibility of the Supplier.

42.12. Any bandwidth thresholds or limitations when using the Buyer's information technology network must be agreed during the Mobilisation Period to ensure the Supplier's devices connected to the Buyer's information technology network have no impact to the Buyer's business as usual requirements of the IT Network.

43. Security Control Centre - Compliance

43.1. The Supplier shall be responsible for developing and implementing a compliance management system that will ensure regulatory compliance is Delivered and maintained at all times across all Buyer Premises for all in-scope Services. The compliance management system shall incorporate the Delivery of a Call-Off Contract specific compliance management plan across all Buyer Premises.

43.2. Areas of compliance include but are not limited to:

43.2.1. Statutory Laws;

43.2.2. Regulatory Laws;

43.2.3. National and International Standards;

43.2.4. Approved Codes of Practice (ACOPs);

43.2.5. HSE guidance notes;

43.2.6. Manufacturer's instructions;

43.2.7. UK HM Government policies (including devolved administrations);

43.2.8. Sector specific requirements (e.g. health technical memorandums);

43.2.9. Lease requirements;

43.2.10. Warranty requirements;

43.2.11. Buyer's specific requirements;

43.2.12. National Police Chiefs Council (NPCC) Security Systems Policies and rules;

43.2.13. Requirements of Police Scotland's Alarm Systems Policy; and

43.2.14. PD6662 Scheme for the application of European standards for intrusion and hold-up alarm systems.

43.2.15. The SCC must comply with BS 5979, or BS EN 50518 and BS 8591 (where required)

43.3. The Supplier must be able to fully administer the AMAG Symmetry system. The AMAG Symmetry system normally requires suppliers to be a value added reseller (VAR) to access the system components, Software and support.

43.4. The Supplier must be compliant and recognised by all UK Police Forces for monitoring of security systems with a Police response.

43.5. The Supplier must comply with all NPCC rules.

44. Security Control Centre - Security Systems Parts and Equipment

44.1. The Supplier will undertake checks in line with the Government Policy that any equipment of "those Visual Surveillance systems produced by companies headquartered in China, and therefore subject to Chinese National Security legislation" must not be included in any procurement exercise or installed at any of the Buyer's Premises. Known manufacturers include but not limited to: Dahua, Hikvision, Huawei, Hytera, Tiandy, Uniview, ZTE. Please see: written statements - written questions, answers and statements - UK Parliament.

45. Security Control Centre - Mobilisation

45.1. See Call-Off Schedule 13 (Mobilisation Plan and Testing) for full details

Work Package F - F1 Helpdesk Service

46. F1 Helpdesk Service

46.1. The Supplier shall acknowledge that the Buyer currently has a Helpdesk service provided by the Buyer's Integrator ("Buyer's Helpdesk"). This is the main

customer-facing Helpdesk used for recording all TFM, Security Guarding and security systems related reactive (or ad hoc) Work Orders for the Buyer's Premises.

46.2. The Supplier shall acknowledge that the Buyer shall rely upon the Work Orders and Work Order dates, times and updates that are reported from the Buyer's CAFM System and Buyer's Helpdesk.

46.3. The Supplier shall provide a fully staffed, supervised Helpdesk Service linked to the Supplier's system management tool, for all related service requests and issue reporting, twenty-four (24) hours per day, 365 days per year unless otherwise specified by the Buyer during the Mobilisation Period. The Supplier shall ensure that the helpdesk provides a telephone number to be used as a single point of contact for the Buyer and Buyer's Integrator.

46.4. The Supplier shall:

46.4.1. Collaborate with the Buyer to create, maintain and develop Services which deliver a common user experience for all the Buyer's users of the Services;

46.4.2. Ensure that the helpdesk provides a telephone single point of contact (free of charge from UK landlines, international calls and mobile phones for the Buyer's Integrator and any stakeholder Authorised by the Buyer);

46.4.3. Ensure continued service Delivery for all Services twenty-four (24) hours per day, three-hundred and sixty-five (365) days per year;

46.4.4. Ensure that all Staff appointed to operate on the Helpdesk have the relevant security clearance;

46.4.5. Ensure that all Staff appointed to operate on the Helpdesk have the relevant training to complete all frequent tasks required;

46.4.6. Ensure the Helpdesk function is adaptable, enabling changes in scope and improvements when agreed with the Buyer; and

46.4.7. Ensure that all necessary procedural and emergency contact information is always kept up to date within the Supplier's system management tool and shared with the Buyer when updates are made. Updates should be sent to, admin.MCKL@dwp.gov.uk or alternative email address provided by the Buyer. The Supplier shall acknowledge that the Buyer holds an "Estates master key contact list" and the Buyer is responsible for providing this on a weekly basis to the Buyer's Integrator;

46.4.8. Make audio recordings of all telephone conversations for the purpose of monitoring and Auditing Helpdesk performance. The Supplier shall retain such recordings for twelve (12) Months on a rolling programme;

46.4.9. Provide appropriate Staff to ensure that the Helpdesk can operate within the requested performance parameters as agreed between the Buyer and the Supplier;

46.4.10. Work collaboratively with the Buyer's Integrator's Helpdesk team;

46.4.11. Ensure all staff appointed to operate on the helpdesk are capable of handling all in scope Work Orders, irrespective of the time of the day;

46.4.12. Ensure all staff appointed to operate on the Helpdesk can access and report the status of all Work Orders at any such time as requested by the Buyer or Integrator;

46.4.13. Provide all staff appointed to operate on the Helpdesk with training documents, including;

46.4.13.1. Training on the supplier's system management tool and Buyer's CAFM system package;

46.4.13.2. Buyer's Helpdesk;

46.4.13.3. Customer service skills

46.4.13.4. Service call management;

46.4.13.5. Listening skills;

46.4.13.6. Escalation procedures;

46.4.13.7. Buyer BCDR and emergency procedures;

46.4.13.8. Training in respect of all operational areas of the Services across the Buyer Premises; and

46.4.13.9. Ensure that all Staff appointed to operate on the Helpdesk have the appropriate security clearance to work on this Call-Off Contract.

46.5. The Supplier's Helpdesk shall accept Work Orders from the Buyer's Integrator and provide proactive updates to the Buyer's CAFM system on these Work Orders. The Supplier helpdesk shall only accept Work Orders from the Buyer's Helpdesk, via telephone, emails, Buyer CAFM System, text messages or web portals.

46.5.1. The Supplier's Helpdesk shall only accept Service requests from all Buyer Staff and stakeholders who are Authorised to report issues or requesting provision of any in scope service or report.

46.6. The Supplier's Helpdesk will update PPM tasks as required to ensure the Buyer's Integrator is fully informed of all completions, progress or delays etc, close down PPM when task is completed with all required updates and supporting information or documents. All updates made by the Supplier must be via integration with the Buyer's CAFM.

46.7. The Supplier's helpdesk will raise new Work Orders, update existing Work Orders as required throughout the duration of the task to ensure the Buyer's Integrator is fully informed of all progress or delays etc, close down Work Orders when task is completed with all required updates and supporting information or documents. All updates made by the Supplier must be via integration with the Buyer's Integrator's CAFM.

46.8. The Supplier's Helpdesk shall telephone the Buyer's Integrator when Out of Hours

requests for attendance at the Buyer's Premises are required in the workflows defined in the Buyer's Performance Specification for Security Systems (including but not limited to SAFE 03), the telephone call must be made at the same time as the request is sent to the Buyer's Integrator's CAFM system.

46.9. The Supplier shall be responsible for the issue of an acknowledgment within five (5) minutes of receipt of a Work Order instruction and shall issue an update to the Buyer's CAFM advising on the action to be taken within one (1) hour of the request being logged on the Supplier's System Solution or upon request.

46.10. The Supplier shall be responsible for reviewing all reactive (or ad hoc) Work Orders received from the Buyer Helpdesk and/ or Buyer CAFM system and shall ensure they are sent to the correct part of the Supplier's organisation and / or Subcontractor network.

46.11. If for any reason the Helpdesk response to a telephone request from the Buyer's Helpdesk exceeds twenty (20) seconds before being answered by a Helpdesk operator, then the caller shall be made aware of where they are in the queue and approximately how long they will be required to wait. If the request is for critical works, Extreme Incidents or Major Incidents and the call is not answered by the Supplier Helpdesk, the Buyer's Helpdesk will contact the designated Supplier Helpdesk management immediately. The Supplier shall provide the designated Supplier Helpdesk management points of contact prior to the Call-Off Contract Start Date in accordance with the Buyer's incident management process.

46.12. The Supplier shall ensure that the Work Order task is updated regularly and proactively regarding the status and progress of any open Work Orders through each stage of the process, including notifications of delays, closure or completion. This shall be direct into Buyer's CAFM System and / or via the Buyer's Helpdesk. The Supplier shall acknowledge the updates required where the incident management process is initiated:

46.12.1. Minor Incident – Update every six (6) hours until Incident is de-escalated

46.12.2. Major Incident – Update every four (4) hours until Incident is de-escalated

46.12.3. Extreme Incident – Update every two (2) hours until Incident is de-escalated

46.13. The Supplier shall ensure that where a Work Order was not completed in accordance with the timeframes specified in the agreed KPI or SLA they reprioritise the Work Order and proactively manage the task to completion at the earliest opportunity or to the revised timeframes agreed with the Buyer. The Supplier shall ensure that all revisions to timeframes as agreed and authorised with the Buyer are recorded on the Supplier's system and updated into the Buyer's CAFM.

46.14. The Supplier shall acknowledge that the Buyer's Integrator shall record all instances where a Work Order failed to be completed within the agreed KPI/SLA. The Supplier shall proactively review this information to identify where changes or Continuous Improvement can be made.

46.15. The Supplier shall work with the Buyer and Integrator to agree the Helpdesk BCP (refer to Annex 1a (Buyer Critical Milestones) to Call-Off Schedule 13 (Mobilisation Plan and Testing)). The Buyer's Integrator Helpdesk Business Continuity Plan shall be provided during the Mobilisation Period (refer to Annex 1a (Buyer Critical Milestones) to Call-Off Schedule 13 (Mobilisation Plan and Testing)).

Work Package G -Service G1 Consultancy Services - Lots 1 and 4

Not Required

Work Package H - Service H1 Risk Assessment - Lots 1 and 4

Not Required

Work Package I - Service I1 Security Assessment- Lots 1 and 4

Not Required

Work Package J - Service J1 Security Awareness/Training - Lots 1 and 4

Not Required

Work Package K - Service K1 Management of Billable Works

47. Management of Billable Works

47.1. The Supplier shall comply with the requirements contained within Call-Off Schedule 25 (Billable Works and Projects) when Delivering new works/ projects on behalf of the Buyer.

47.2. The Supplier shall acknowledge that the Buyer has the option to Deliver Billable Works outside of the Call-Off Contract via alternative Buyer appointed suppliers, procured by the Buyer.

47.3. The Supplier shall be responsible for ensuring the resources required to successfully Deliver and manage these Billable Works Services are provided in accordance with the requirements of the Buyer.

47.4. Billable Works include, but shall not be limited to, the following services in Paragraphs 47.5 to 47.10, as well as those outlined in Work Packages E to F (inclusive).

47.5. **Lone Worker Device – Requirements are fully detailed in Work Package E**

47.5.1. The provision, configuration and Delivery of Lone Worker Devices.

47.5.2. Replacement Lone Worker Devices (when damaged, lost etc).

47.5.3. Audio Requests from lone worker events

47.6. **Software Maintenance, Support and Updates**

47.6.1. The Buyer has not currently requested pricing for the AMAG Symmetry Site Support Agreement Silver, Gold or Platinum options (in grey in Attachment 4 - Pricing Matrix, Tab 10. Billable Works, Section - Equipment). The Buyer is seeking to obtain this pricing under a separate commercial arrangement. The Buyer will provide more information on this within the planned Supplier briefing sessions.

47.6.2. **Data Processing**

47.6.2.1. VSS evidence retrieval

47.6.2.2. BWC evidence retrieval

47.6.2.3. Data redaction service for VSS and/or BWC

47.7. **Automatic Door Access Control**

47.7.1. The provision, configuration of the access control database and Delivery of automatic door access control cards for new users.

47.7.2. The provision, configuration of the access control database and Delivery of replacement automatic door access control cards (when damaged, lost etc), including the deletion from the access control database of the previous card users.

47.8. **Update Time and Date**

47.8.1. Planned and Ad-Hoc (including urgent) time changes relating to security systems remotely connected to the SCC to enable the Buyers Premises users and BSCM access to stay later or enter the premises earlier than scheduled. This includes any required configuration or monitoring changes to the IDS or Automatic Door Access Control System.

47.8.2. Any time changes relating to security systems remotely connected to the SCC relating to BST and GMT not included in the Charges.

47.9. **Resource**

47.9.1. Billable Works Management Personnel; and

47.9.2. Billable Works Administrative Support Personnel.

47.10. **Cancellations**

47.10.1. Where the Buyer has, for whatever reason, aborted works being managed by the Supplier via the Billable Works process, the Supplier shall be permitted to recover their Abortive Costs for reasonably and properly incurred costs, with supporting evidence, for the work undertaken prior to the Buyer's decision to abort the works. The Supplier

needs to refer to Call-Off Schedule 25 (Billable Works and Projects) for more details on necessary evidence to be provided. The Supplier shall be responsible for the provision of all data required to evidence their request for payment which shall be provided in writing to the Buyer within five (5) Working Days of the works being aborted. The Supplier shall ensure all details are recorded on the Buyer's CAFM system. The Buyer's decision shall be the final in relation to the level of repayment due to the Supplier.

47.10.2. The Buyer reserves the right to cancel any of Supplier Services by giving forty-eight (48) hours' notice from the time when works were planned to commence without incurring any Charges.

47.10.3. The Supplier shall recognise the Buyer's option to introduce specific Billable Work related KPIs as part of their performance management solution. The Supplier shall be responsible for ensuring these are managed via the Buyer's CAFM system in accordance with the requirements detailed within Call-Off Schedule 5 (Pricing Details) and Call-Off Schedule 14 (Key Performance Indicators).

Standards and Certification requirements

The following table details the required standards and certification requirements for this Framework.

Buyers may have additional requirements, which will be specified at the Call-Off.

Standards and certification	**Lots**
Minimum Data Security	
Cyber Essentials Plus and ISO27001	All Lots
Minimum Insurance cover required	
Employer Liability - £5 million Professional Indemnity - £10million Public & Products Liability - £5 million Cyber Liability Insurance - £10 million	All Lots
Minimum Security Clearance	
Baseline Personnel Security Standard BS7858	All Lots
ISO	
ISO 9001 Quality Management Systems	All Lots
Other guidance, policies and best practices to be followed	
Government Functional Standards	All Lots

Security Policy Framework	All Lots
Government Security Classifications	All Lots
Secure sanitisation of storage media guidance	All Lots
National Counter Terrorism Security Office (NaCTSO)	All Lots
Sustainability **Legislation, ACoP or similar industry or Government guidelines**	All Lots
• Streamlined Energy & Carbon Reporting (SECR) Regulations 2018 • Paris Climate Agreement • Climate Change Act – Net Zero by 2050 • 25 Year Environment Plan • The Greening Government Commitments • Government Buying Standards • All data required for integrated reporting to be provisioned to the Integrator in appropriate digitised format (APL,	All Lots

Standards and certification	**Lots**
FTPS or other as appropriate).	
Sustainability **Standard**	All Lots
• The Supplier is responsible for ensuring compliance with all statutory environmental legislation and will support the Buyer in achieving their sustainability targets set out and commitments under the Greening Government Commitments.	All Lots

Appendix 1

Work Package A Contract Management and Mobilisation - All Lots

Services	Required
A1 Integration	Yes
A2 Health & Safety	Yes
A3 Security Management Tool	Yes
A4 Service Delivery Plan	Yes
A5 Risk Management	Yes
A6 Buyer Satisfaction	Yes
A7 Reporting	Yes
A8 Performance Self-Monitoring	Yes
A9 Business Continuity and Disaster Recovery Plan	Yes
A10 Staff Management, Recruitment and Training	Yes
A11 Selection and Management of Subcontractors	Yes
A12 Management Services	Yes
A13 Exit Management	Yes
A14 Quality Management Systems	Yes

Work Package B - Guarding Services Lots 1 and 2

Services	Required
B1 - Static Guarding Services	No
B2 - Video Surveillance Systems (VSS) and Alarm Monitoring	No

B3 - Control of Access and Security Passes	No
B4 - Control of Access - Vehicles	No
B5 - Patrol Guarding	No
B6 - Management of Visitors and Passes	No
B7 - Ad Hoc Guarding Services	No

Work Package C - Physical and Technical Security Services Lots 1 and 3

Services	**Required**
C1 - Design, Supply, Install, Commission and Maintenance of Physical Security Systems	No
C2 - Design, Supply, Install, Commission and Maintenance of Technical Security Systems	No

Work Package D - Maintenance of Security Systems Lots 1 and 3

Services	**Required**
D1 - Planned Preventative Maintenance Services	No
D2 - Reactive Maintenance Services	No

Work Package E Alarmed Response Centre - Lots 1, 2 and 3

Services	**Required**
E1 - Alarmed Response centre	Yes

Work Package F Helpdesk Service Lots 1, 2 and 3

Services	**Required**
F1 - Helpdesk Service	Yes

Work Package G - Consultancy Services Lots 1 and 4

Services	Required
G1 - Consultancy Services	No

Work Package H - Risk Assessment Lots 1 and 4

Services	Required
H1 - Risk Assessment	No

Work Package I - Security Assessment Lots 1 and 4

Services	Required
I1 - Security Assessment	No

Work Package J - Security awareness/training Lots 1 and 4

Services	Required
J1 - Security Awareness Training	No

Work Package K - Management of Billable Works - All lots

Services	Required
K1 - Management of Billable Works	Yes

Appendix 2

The table below details standards which Buyers may require Suppliers to adhere to, this is not exhaustive.

Standards	[Lot 1 Total Security]	[Lot 2 Guarding Services]	[Lot 3 Technical and Physical Services]	[Lot 4 Additional Services]
[ISO 22301 - Security and resilience - Business continuity management systems – Requirements]	x	x	x	
[BS 7858: Screening of individuals working in a secure environment]	x	x	x	
[BS 8484: Provision of lone worker Services – Code of practice]	x	x	x	
[BS 7799: Information Security Management Systems]	x	x	x	
[BS 8418: Design, Installation, Commissioning and Maintenance of Detection-Activated Video Surveillance Systems (VSS)]	x		x	
[BS EN 50132: European Standards on CCTV Surveillance Systems]	x		x	
[BS 5979: Remote Centres receiving signals from Fire and Security Systems]	x		x	
[BS EN 50518: Monitoring and Alarm Receiving Centre]			x	
[BS 7858: Security Screening of individuals employed in a Security Environment]	x	x	x	x
[BS 8591: Remote centres receiving signals from alarm systems. Code of practice]	x		x	

Standards	**[Lot 1 Total Security]**	**[Lot 2 Guarding Services]**	**[Lot 3 Technical and Physical Services]**	**[Lot 4 Additional Services]**
[BS 9518: Processing of alarm signals by an alarm receiving centre. Code of practice]			x	
[BS 10800: Provision of security Services. Code of practice.]	x	x	x	
[BS 16000: Security management. Strategic and operational guidelines]	x	x	x	x
[BS ISO 18788: Management system for private security operations. Requirements with guidance for use]	x	x	x	x
[BS 7671: Requirements for Electrical Installations. IET Wiring Regulations]	x		x	
[BS EN 62305 – Protection against lightning]	x		x	
[BS EN 62676-3: Video Surveillance Systems for use in security applications. Analog and digital video interfaces.]	x		x	
[BS EN 62676-4: Video surveillance systems for use in security applications. Application guidelines]	x		x	
[BS EN 62676-1-1: Video surveillance systems for use in security applications. System requirements. General]	x		x	
[BS EN 62676-1-2: Video surveillance systems for use in security applications. System requirements. Performance requirements for video transmission]	x		x	
[BS EN 62676-2-1: Video surveillance systems for use in security	x		x	

Standards	[Lot 1 Total Security]	[Lot 2 Guarding Services]	[Lot 3 Technical and Physical Services]	[Lot 4 Additional Services]
applications. Video transmission protocols. General requirements]				
[BS EN 62676-2-2: Video surveillance systems for use in security applications. Video transmission protocols. IP interoperability implementation based on HTTP and REST Services]	x		x	
[BS EN 62676-2-3:xVideo surveillance systems for use in security applications. Video transmission protocols. IP interoperability implementation based on Web Services]	x		x	
[BS EN 60839-11-31: Alarm and electronic security systems. Electronic access control systems. Core interoperability protocol based on Web Services]	x		x	
[BS EN 60839-11-32: Alarm and electronic security systems. Electronic access control systems. Access control monitoring based on Web Services]	x		x	
[BS EN 60839-11-2: Alarm and electronic security systems. Electronic access control systems. Application guidelines]	x		x	
[BS EN 60839-11-1: Alarm and electronic security systems. Electronic access control systems. System and components requirements]	x		x	
[BS 9263:2016. Intruder and hold-up alarm systems. Commissioning, maintenance and remote support. Code of practice]	x		x	

Standards	**[Lot 1 Total Security]**	**[Lot 2 Guarding Services]**	**[Lot 3 Technical and Physical Services]**	**[Lot 4 Additional Services]**
[BS EN 50131-2-2: Alarm systems. Intrusion and hold-up systems. Intrusion detectors. Passive infrared detectors]	x		x	
[BS EN 50131-5-3: Alarm systems. Intrusion systems. Requirements for interconnections equipment using radio frequency techniques]	x		x	
[BS EN 50131-3: Alarm systems. Intrusion and hold-up systems. Control and indicating equipment]	x		x	
[BS EN 50131-2-5: Alarm systems. Intrusion and hold-up systems. Requirements for combined passive infrared and ultrasonic detectors]	x		x	
[BS EN 50136-2: Alarm systems. Alarm transmission systems and equipment. Requirements for Supervised Premises Transceiver (SPT)]	x		x	
[BS 4737-3.30: Intruder alarm systems in buildings. Specifications for components. Specification for insulated and sheathed cables for interconnecting wiring]	x		x	
[BS 4737-4.3: Intruder alarm systems in buildings. Codes of practice - Code of practice for exterior alarm systems]	x		x	
[NCP 104 - Code of Practice for the Design, Installation and Maintenance of CCTV Systems.	x		x	
[PD CLC/TS 50131-9: Alarm systems. Intrusion and hold-up systems. Alarm verification. Methods and principles]	x		x	

Standards	**[Lot 1 Total Security]**	**[Lot 2 Guarding Services]**	**[Lot 3 Technical and Physical Services]**	**[Lot 4 Additional Services]**
[PD CLC/TS 50131-2-10: Alarm systems. Intrusion and hold-up systems. Intrusion detectors. Lock state contacts (magnetic)]	x		x	
[DD CLC/TS 50131-7: Alarm systems Application guidelines]	x		x	
[PD CLC/TS 50136-9: Alarm systems. Alarm transmission systems and equipment. Requirements for common protocol for alarm transmission using the Internet protocol]	x		x	
[PD CLC/TS 50131-2-9: Alarm systems. Intrusion and hold-up systems. Intrusion detectors. Active infrared beam detectors]	x		x	
[BS 5839-1: Fire detection and fire alarm systems for buildings. Code of practice for design, installation, commissioning and maintenance of systems in non-domestic premises]	x		x	
[BS 9999: Fire safety in design, management and use of buildings. Code of practice.]	x		x	
[BS 9991: Fire precautions in the design, construction and use of buildings. Code of Practice for residential buildings]	x		x	
[ISO 14001 Environmental Management Systems]	x	x	x	
[ISO 45001 - Occupational health & safety]	x	x	x	x

PART C – CHANGE LOG

Work Package/Area of Specification	Specification Reference	Details of change
Part A	Part A - 4	4 - CSI Programme details added
Part A	Part A - 5	5 - WPT Programme details added
Part B	Part B - 4	Changed title from Carbon Net Zero requirement to Sustainability Requirements
A – Contract Management	All sections	Edits to all sections to reflect the Buyer's requirements, including recognition of the Buyer's Operating Model (Integrator Supplier who provides Helpdesk, CAFM & Reporting Services)
A – Mobilisation	Service A4 Removed	All Mobilisation Requirements moved to Call-Off Schedule 13 (Mobilisation Plan and Testing).
A – Contract Management	New section added – A13	Exit Management - included to align RM6257 Specification with other WPS Specification (under RM6232)
A – Contract Management	New section added – A14	Quality Management Systems - included to align RM6257 Specification with other WPS Specification (under RM6232)
B - Guarding Services - Lots 1 and 2	Removed requirements	Not Required
C - Physical and Technical Security Services Lots 1 and 3	Removed requirements	Not Required
D - Maintenance of Physical and Technical Security Systems Lots 1 and 3	Removed requirements	Not Required
E - Alarmed Response Centre Lots 1, 2 and 3	All sections	This Section Has Been Wholly Re-Written To Reflect The Buyer's Requirements. 1. Requirements 2. Monitoring Of Alarms And Video/Audio Surveillance Systems

		3. Software Maintenance And Software Updates 4. Lone Worker Device Monitoring, Supply, Maintenance 5. Body Worn Camera (BWC) Image Viewing And Device Usage Reports 6. Video Surveillance Systems (VSS) / Body Worn Camera (BWC) Evidence Retrieval 7. Data Protection Information Request Including Data Redaction Service 8. Proactive Remote Automated Fault Monitoring Of Online Security Systems And System Testing (Sites With Security Systems Meeting The Buyer's Performance Specification For Electronic Security Systems (Including But Not Limited To Safe 03)) 9. Automatic Door Access Control - Card Database And System Management 10. Automated Key Management System Remote Support 11. Private Mobile Radio Devices (PMR) And The Buyer's Smart Devices 12. The Buyer's It Infrastructure 13. Compliance 14. Security Systems Parts And Equipment 15. Mobilisation - References To; Call-Off Schedule 13 (Mobilisation Plan And Testing)
F - Helpdesk Service Lots 1, 2 and 3	All sections	Edits and additions to all sections to reflect the Buyer's requirements for Supplier to provide helpdesk service
G - Consultancy Services - Lots 1 and 4	Removed requirements	Not Required
H - Risk Assessment - Lots 1 and 4	Removed requirements	Not Required
I - Security Assessment- Lots 1 and 4	Removed requirements	Not Required
J - Security Awareness/Training - Lots 1 and 4	Removed requirements	Not Required

K - Management of Billable Works - all Lots	All sections	Edits and additions to all sections to reflect the Buyer's requirements, including: Lone Worker Device Data Processing Automatic Door Access Control Update Time and Date
Standards and Certification Requirements	All sections	Amended and added to Insurance Requirements Removed unrequired standards and certification requirements Added Sustainability requirements
Standards and Certification Requirements - Appendix 1	All sections	Updated Yes/No answers to meet requirements
Standards and Certification Requirements - Appendix 2	All sections	Updated and added to industry codes of practice and standards requirements, removed any not required

Call-Off Schedule 20 Specification Annex C Cyber Essentials Plus

The parties agree that the **Annex C Cyber Essentials Plus (V2)** stored on the Buyer's JAGGAER system is the agreed form of the **Annex C Cyber Essentials Plus (V2)** contained within this Call Off Schedule 20: Specification.

Call-Off Schedule 20 Specification Annex G Non Functional Requirements

The parties agree that the **Annex G Non Functional Requirements (V2)** stored on the Buyer's JAGGAER system is the agreed form of the **Annex G Non Functional Requirements (V2)** contained within this Call Off Schedule 20: Specification.

Call-Off Schedule 20 Specification Annex H Systems and Data Requirements

The parties agree that the **Annex H Systems and Data Requirements (V2)** stored on the Buyer's JAGGAER system is the agreed form of the **Annex H Systems and Data Requirements (V2)** contained within this Call Off Schedule 20: Specification.

Call-Off Schedule 20 Specification Annex K Management of Statutory Compliance PPMs and Work Delivery (V2)

The parties agree that the **Annex K Management of Statutory Compliance PPMs and Work Delivery (V2)** stored on the Buyer's JAGGAER system is the agreed form of the **Annex K Management of Statutory Compliance PPMs and Work Delivery (V2)** contained within this Call Off Schedule 20: Specification.

Call-Off Schedule 20 Specification Annex R Incident Reporting Requirements (V2)

The parties agree that the **Annex R Incident Reporting Requirements (V2)** stored on the Buyer's JAGGAER system is the agreed form of the **Annex R Incident Reporting Requirements (V2)** contained within this Call Off Schedule 20: Specification.

Call-Off Schedule 20 Specification Annex U EMS Electrical Installations (V2)

The parties agree that the **Annex U EMS Electrical Installations (V2)** stored on the Buyer's JAGGAER system is the agreed form of the **Annex U EMS Electrical Installations (V2)** contained within this Call Off Schedule 20: Specification.

Call-Off Schedule 20 Specification Annex U EMS Fire Alarms and Associated System (V2)

The parties agree that the **Annex U EMS Fire Alarms and Associated System (V2)** stored on the Buyer's JAGGAER system is the agreed form of the **Annex U EMS Fire Alarms and Associated System (V2)** contained within this Call Off Schedule 20: Specification.

Call-Off Schedule 20 Specification Annex U EMS Security Systems (V2)

The parties agree that the **Annex U EMS Security Systems (V2)** stored on the Buyer's JAGGAER system is the agreed form of the **Annex U EMS Security Systems (V2)** contained within this Call Off Schedule 20: Specification.

Call-Off Schedule 24 (Supplier Furnished Terms) (V2)

Part 1A Non-COTS Third Party Software

Terms for licensing of third party Non-COTS Software in accordance with Paragraph 9.2.3 of Call-Off Schedule 6 (ICT Services) are detailed in Annex 1.

Part 1B - COTS Software

Terms for licensing of COTS Software in accordance with Paragraph 9.3 of Call-Off Schedule 6 (ICT Services) are detailed in Annex 2

Part 1C - Software as a Service (SaaS) Terms

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

Part 1D Software Support and/or Maintenance Terms

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

Annex 1

[redacted]

Annex 2



Annex 3

[redacted]

Annex 4

[redacted]

Call-Off Schedule 25 (Billable Works and Projects)

1 Definitions

1.1 In this Call-Off Schedule 25 (Billable Works and Projects), the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Billable Works"	means Deliverables referred to in Work Package K of the Specification and are raised in accordance with this Call-Off Schedule 25 (Billable Works and Projects).
"Billable Works Approvals Process"	means the process by which the Buyer approves a Quotation developed by the Supplier under and in accordance with this Call-Off Schedule 25 (Billable Works and Projects).
"Billable Works Charges"	has the meaning given to it in Paragraph 1 of Call-Off Schedule 5 (Pricing Details);
"Buyer's CAFM System"	has the meaning given to it in Call-Off Schedule 20 (Specification);
"Market Testing Proposal"	has the meaning given in Paragraph 6.3 of this Call-Off Schedule 25 (Billable Works and Projects).
"Pricing Model"	has the meaning given to it in Joint Schedule 1 (Definitions);
"Profit %"	has the meaning given in Paragraph 3.2 of Call-Off Schedule 5 (Pricing Details).
"Quotation"	the Supplier's written proposal for the relevant Work Order including the Supplier's price together with such other details as are required by this Call-Off Contract and otherwise specified in the instruction to which the relevant proposal relates.
"Tender Documents"	the documents to be delivered to prospective tenderers pursuant to a market testing exercise.
"Work Order"	means the specification of the relevant Deliverables instructed by the Buyer pursuant to this Call-Off Schedule.
"Work Order Costs"	means the amount assessed as due for Work Orders for Billable Works calculated in accordance with this Call-Off Schedule (exclusive of Management Overhead and Profit %).

2 Introduction

2.1 This Call-Off Schedule prescribes the procedure, calculations and rates to be used by the Buyer and Supplier as regards Work Orders and assessing the Charges for Billable Works.

2.2 All Work Orders must be logged in the Buyer's CAFM System.

2.3 The value of Work Orders shall be calculated and assessed using the "Billable Works" tab in the Pricing Matrix and/or as such rates may be Approved by the Buyer if no relevant suitable activity rates apply provided always that such further rates proposed by the Supplier shall be

based on the prices contained in the “Billable Works” tab and where that is not practicable, such rates shall be subject to market testing in accordance with Paragraph 6 of this Call-Off Schedule.

2.4 Where the Deliverables required to meet a Work Order are not wholly covered by the “Billable Works” tab in the Pricing Matrix, the Supplier shall submit a Quotation in accordance with this Call-Off Schedule.

2.5 Only the Profit % shall be added to the cost of the Quotation as Approved by the Buyer pursuant to the Billable Works Approvals Process.

2.6 Amendments to the “Billable Works” tab in the Pricing Matrix can be made throughout the Call-Off Contract Period provided always that any amendments must be agreed by both Parties.

2.7 Either Party may propose additional line items to the “Billable Works” tab in the Pricing Matrix provided always that such additional line items are:

2.7.1 benchmarked, aligned and consistent with the approach to pricing of the “Billable Works” tab in the Pricing Matrix;

2.7.2 would not (if agreed):

(a) alter the economic balance of the Call-Off Contract in the Supplier’s favour; and

(b) lead to an increase or improved profit margin for the Supplier.

2.8 The Supplier agrees and acknowledges that it is appointed by the Buyer to Deliver the Deliverables under this Call-Off Contract on the basis of a non-exclusive arrangement with no guarantee of any minimum award of Work Orders and further that the Buyer may procure any services similar in nature to those specified in the Specification from any other person without the consent of or any liability whatsoever toward the Supplier. Save in respect of Work Orders that are entered into by the Buyer and the Supplier pursuant to this Call-Off Contract, nothing in this Call-Off Contract shall impose any obligation or duty on the Buyer to place any Work Orders or make any payments to the Supplier (and the Supplier shall have no claims or rights against the Buyer) in respect of the same.

2.9 Where the Buyer cancels a Work Order (including, without limitation, where a duplicate Work Order has been raised) the Supplier acknowledges and agrees that any such cancelled Work Order and/or linked Work Order shall not count towards the aggregate number of Work Orders set out in Paragraph 9.2 of Call-Off Schedule 5 (Pricing Details).

2.10 The Supplier acknowledges and agrees that any instructions, directives or orders not clearly marked by the Buyer as a Work Order shall not count or contribute towards the Work Order threshold set out in Paragraph 9.2 of Call-Off Schedule 5 (Pricing Details).

3 Itemisation of Work Order Costs

3.1 When preparing a Quotation, the Supplier shall breakdown and itemise the costs in accordance with the terms of this Paragraph 3 using the “Billable Works” tab in the Pricing Matrix and/or as such rates may be Approved by the Buyer if no relevant suitable activity rates apply:

3.1.1 Labour (resource rates to be applied, number of hours of activity expected, any additional resources required to discharge the relevant works or services);

3.1.2 where applicable, hire, rental or provision of Supplier owned equipment;

3.1.3 any other applicable price in the Pricing Matrix and Call-Off Schedule 5 (Pricing Details); and

3.1.4 such other applicable cost categories as the Buyer may notify to the Supplier from time to time.

3.2 Where Work Orders are delivered directly via the Supplier's appointed Subcontractors, the Quotation shall breakdown the cost categories referred to in Paragraph 3.1 and shall also detail:

3.2.1 the name of each Subcontractor;

3.2.2 the total cost for each Subcontractor (detailing each Subcontractor's profit and overhead); and

3.2.3 details of any contingency costs.

3.3 The Supplier shall provide a detailed breakdown of the labour allocation to be provided in discharging Work Orders at the time of a Quotation and such detailed breakdown must be Approved by the Buyer prior to any works commencing or delivery of works or services under or in connection with such Work Order. This shall be evidenced clearly in the Quotation for works, and shall include as a minimum the:

3.3.1 Work Order reference number;

3.3.2 type of resource required;

3.3.3 resource rates to be applied;

3.3.4 number of hours of activity expected; and

3.3.5 any additional resources required to discharge the relevant works or services.

4 Billable Works Approvals Process

4.1 During the Mobilisation Period, the Supplier shall work with the Buyer to agree:

4.1.1 the Billable Works Approvals Process for Work Orders; and

4.1.2 a template and format for the submission of Quotations.

5 Quotations for Work Orders

5.1 Quotations shall be authorised in accordance with the Billable Works Approvals Process.

5.2 In respect of each Work Order, the Buyer and the Supplier acknowledge and agree that the applicable Profit % shall be added to the Work Order Costs and the Billable Works Charges shall be payable to the Supplier in accordance with the terms of Call-Off Schedule 5 (Pricing Details).

5.3 The Buyer may at its discretion require Billable Works to be:

5.3.1 managed and executed by the Supplier;

5.3.2 managed by a third party nominated by the Buyer and executed by the Supplier;

5.3.3 managed by the Supplier and executed by any third party nominated by the Buyer.

5.4 Any Quotation shall breakdown the costs in accordance with the requirements of Paragraphs 2 and 3 of this Call-Off Schedule and the Billable Works Approvals Process.

6 Market testing of Work Orders

6.1 This Paragraph 6 shall apply where the:

6.1.1 Supplier informs the Buyer that it is not practicable to price the relevant Work Order on the prices contained in the “Billable Works” tab of the Pricing Model; or

6.1.2 Buyer determines (in its absolute discretion) that it is not practicable to price the Work Order on the prices contained in the “Billable Works” tab of the Pricing Model.

6.2 The Supplier shall identify at least three prospective tenderers (or such other number as may be Approved by the Buyer) to be invited to submit a tender for the relevant Work Order. Prospective tenderers shall not be an Affiliate of the Supplier. Any prospective tenderer shall possess an appropriate degree of skill, resources, and reputation relative to the provision of the relevant Work Order and any dispute as to the selection of a prospective tenderer shall be determined in accordance with the Dispute Resolution Procedure.

6.3 The form and contents of the tender documents to be issued to prospective tenderers by the Supplier shall include the Specification to the extent that it relates to Work Order the subject of

the market testing exercise (the **Market Testing Proposal**) and such proposal shall be issued to the Buyer for review and Approval before being issued to prospective tenderers.

6.4 If the Buyer reasonably considers that the Supplier has made an error or omission in the Market Testing Proposal, the Buyer may amend the provisions of the Market Testing Proposal to accord with statutory and government requirements at its sole discretion.

6.5 The Supplier shall manage the market testing tendering process in accordance with the Market Testing Proposal agreed or determined in accordance with this Paragraph 6.

6.6 The Supplier shall provide to the Buyer as soon as reasonably practicable a copy of each tenderer's response to the Tender Documents.

6.7 The Supplier shall have the option to match the price submitted by any tenderer in response to the Tender Documents. The Buyer shall determine which:

6.7.1 tender response (if any); or,

6.7.2 in the alternative, the Supplier's price match proposal,

in respect of each relevant Work Order is the most economically advantageous solution for the Supplier provided that nothing in this Paragraph 6.7 shall oblige the Buyer to accept the lowest tender or proposal as the case may be.

6.8 The Supplier shall procure that the selected tenderer becomes a Subcontractor to it.

Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights) (V4)

1 Definitions

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

"Buyer Policies"	means: (a) those policies listed at Part C to Joint Schedule 5: (Corporate Social Responsibility); (b) those policies referred to in this Call-Off Contract 26 (Buyer Remedies for Default and Step in Rights); (c) those policies list at Annex N of Call-Off Schedule 20 (Specification); and (d) the Buyer's published policies and/or such policies as are notified to the Supplier; in each case as may be updated or replaced from time to time.
"Exit Information"	has the meaning given in Paragraph 1 of Call-Off Schedule 10 (Exit Management).
"Identified Authority Supply Chain Contracts"	means the Security Technical Adviser Contract.
"Intervention Period"	has the meaning given in Paragraph 6.2.3 (Remedial Adviser) of this Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights);
"Intervention Trigger Events"	means: (a) a default by the Supplier that is materially preventing or delaying the Delivery of the Deliverables or any material part of the Deliverables; (b) the Supplier committing a material Default; (c) a Persistent KPI Failure; (d) a Rectification Plan Failure; (e) as a result of any Default by the Supplier, Buyer incurring losses which exceed eighty (80)% of the value of the aggregate annual liability cap for the relevant Contract Year as set out in the Order Form; (f) where a right of termination is expressly reserved in this Call-Off Contract or the Framework Agreement; (g) the Supplier accruing KPI Credits which meet or exceed seventy five (75)% of the aggregate At Risk Amount for the relevant Contract Year, and references to "**Intervention Trigger Event"** shall be construed accordingly.

"Integrator Related Party"	means (a) all directors, officers, employees, agents, consultants and contractors of the Integrator, or any Affiliate of the Integrator and any directors, officers, employees, agents, consultants and contractors of such Affiliate; and (b) any Subcontractor of any tier of the Integrator engaged in the performance of the Integrator's obligations under the Integrator Agreement and any directors, officers, employees, agents, consultants and contractors of such Subcontractor.

"Proscribed Conduct"	the following activities or circumstances: (a) performing or delivering any works or services on or in relation to the Buyer Facilities under or in relation to: (i) the Integrator Agreement; or (ii) an Identified Authority Supply Chain Contract, other than the Deliverables; (b) agreeing, permitting or entering into any arrangement (whether by contract, joint venture or otherwise) other than by this Call-Off Contract to carry out any services provided to the Buyer under or in relation to: (i) the Integrator Agreement either as Integrator or as an Integrator Related Party; or (ii) any Identified Authority Supply Chain Contract as the Authority Supply Chain Member under the relevant Authority Supply Chain Contract or as a Subcontractor to the Authority Supply Chain Member under the relevant Authority Supply Chain Contract, save as expressly permitted by this Call-Off Contract; (c) receiving or being entitled to receive any benefit, financial, commercial or otherwise which is derived expressly or impliedly from: (i) the Buyer Premises; (ii) the Integrator or any Integrator Related Party; (iii) any other Authority Supply Chain Member who is the counterparty to an Identified Authority Supply Chain Contract; save as expressly permitted by this Call-Off Contract; (d) being connected by a shareholding (controlling or otherwise) or by any arrangement (whether written or oral, by contract (other than this Call-Off Contract), joint venture or otherwise) in: (i) the Integrator or Affiliate of the Integrator any Integrator Related Party; or (ii) any: (A) other Authority Supply Chain Member; or

	(B) Affiliate of another Authority Supply Chain Member; or (C) Subcontractor of another Authority Supply Chain Member, where such Authority Supply Chain Member is a counterparty to an Identified Authority Supply Chain Contract; (e) allowing: (i) the Integrator or any Affiliate of the Integrator any Integrator Related Party; or (iii) any: (A) other Authority Supply Chain Member; or (B) any Affiliate of another Authority Supply Chain Member; or (C) a Subcontractor of another Authority Supply Chain Member, where such Authority Supply Chain Member is a counterparty to an Identified Authority Supply Chain Contract, (f) to exercise any control or influence over the Supplier or any Subcontractor to the Supplier save as expressly or impliedly permitted by this Call-Off Contact; (g) exercising any control or influence over or permitting any Subcontractor to exercise and control or influence over: (i) the Integrator or any Integrator Related Party; or (ii) any: (A) other Authority Supply Chain Member; or (B) Affiliate of another Authority Supply Chain Member; or (C) Subcontractor of another Authority Supply Chain Member where such Authority Supply Chain Member is a counterparty to an Identified Authority Supply Chain Contract, save as expressly or impliedly permitted by this Call-Off Contract; or (h) appointing: (i) the Integrator or any Affiliate of the Integrator; or (ii) any:

	(A) Authority Supply Chain Member; or (B) Affiliate of another Authority Supply Chain Member, where such Authority Supply Chain Member is a counterparty to an Identified Authority Supply Chain Contract, as a Subcontractor.
"Rectification Plan Failure"	(a) the Supplier failing to submit or resubmit a draft or revised Rectification Plan to the Buyer within the timescales specified in Clause 10.3 (Rectification plan process) of the Core Terms; (b) the Buyer, acting reasonably, rejecting a revised draft of the Rectification Plan submitted by the Supplier pursuant to Clause 10.3 (Rectification plan process) of the Core Terms; (c) the Supplier failing to rectify a Default (where the Parties have agreed a Rectification Plan in respect of that Default and the Supplier can demonstrate that it is implementing the Rectification Plan in good faith) within the later of: (i) twenty (20) Working Days of the date of the request from the Buyer pursuant to Clause 10.3.1 (Rectification plan process) of the Core Terms; and (j) the date specified in the Rectification Plan Approved by the Buyer by which the Supplier must rectify the Default; (d) following the successful implementation of a Rectification Plan, the same Default recurring within a period of six (6) Months for the same (or substantially the same) root cause as that of the original Default.
"Remedial Adviser"	the person appointed pursuant to Paragraph 6 of this Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights)
"Remedial Adviser Failure"	has the meaning given to it in Paragraph 6 of this Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights);
"Required Action"	has the meaning given in Paragraph 7.1.1 of this Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights).
"Security Technical Adviser Contract"	means the contract dated 14 November 2023 between The Secretary of State for Works and Pensions and Leading Management Services (Trading as LMS (Company No. 09264476) with contract reference number 11521 and such other replacement contract that the Buyer may have in place from time to time to provide all or part of the Security Technical Advisor services.
"Service Exclusion Notice"	notice served pursuant to Paragraph 5.1 (Service Exclusion) of this Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights) setting out the following information:

	(a) the relevant Service Exclusion Cause that has occurred or is likely to occur (as the case may be); (b) the date on which the relevant Deliverables will cease to be provided by the Supplier under or in relation to this Call-Off Contract; (c) whether the Buyer or any third party appointed by the Buyer will require access to the Supplier's premises and/or any Buyer Premises; and (d) to the extent practicable, the impact that the Buyer anticipates the action set out in the Service Exclusion Notice will have on the Supplier's obligations to provide the remaining Deliverables.
"Step-In Notice"	has the meaning given in Paragraph 7.1 of this Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights).
"Step-In Trigger Event"	(a) any event referred to in Clause 10.4.1 (When CCS or the buyer can end a contract) of the Core Terms; (b) a Default by the Supplier that is materially preventing or materially delaying the performance or delivery of the Deliverables or any material part of the Deliverables; (c) a Force Majeure Event that is materially preventing or materially delaying the performance or Delivery of the Deliverables or any material part of the Deliverables; (d) the Buyer considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this Call-Off Contract; (e) the Buyer being advised by a regulatory body that the exercise by the Buyer of its rights under Paragraph 7 of this Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights) is necessary; (f) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Deliverables; and/or (g) a need by the Buyer to take action to discharge a statutory duty.
"Step-Out Date"	has the meaning given in Paragraph 7.6.2 of this Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights).
"Step-Out Notice"	has the meaning given in Paragraph 6 of this Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights).
"Step-Out Plan"	has the meaning given in Paragraph 8 of this Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights).

2 Buyer Remedies for Default

2.1 If the Supplier commits any Default of this Call-Off Contract then the Buyer may (whether or not any part of the Deliverables have been Delivered) rely on and use the remedies available to the Buyer under this Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights) and the Call-Off Contract.

3 Independence, Conflicts of Interest and Proscribed Conduct

3.1 The Supplier shall carry out and Deliver (and shall procure that any Affiliate of the Supplier and any Supplier Staff shall carry out and Deliver) the Deliverables in the Buyer's best interests and independently and impartially.

3.2 The Supplier shall take appropriate steps to ensure that neither the Supplier, any Affiliate of the Supplier nor any Supplier Staff are placed in a position of potential or actual conflict between the financial, commercial or other interests of the Supplier and/or any Affiliate of the Supplier and/or any Supplier Staff shall carry out and the Supplier's duties to the Buyer under this Call-Off Contract. The Supplier shall immediately notify the Buyer of any circumstances giving rise to or potentially giving rise to Conflicts of Interest relating to the Supplier, any Supplier Staff and/or the Buyer (including without limitation to its reputation and standing) of which it is aware or anticipates may justify the Buyer taking action to protect its interest.

3.3 Without prejudice to the Supplier's general obligation under Paragraphs 3.1 and 3.2 (Independence, Conflicts of Interest and Proscribed Conduct), the Supplier shall not (and shall procure that the Supplier Staff and any Affiliate to the Supplier shall not) engage in Proscribed Conduct and shall notify the Buyer immediately on any breach of this requirement. The Supplier shall not be in breach of Paragraph 3.3 where a change to the Specification has the effect that services previously within the meaning of Proscribed Conduct are incorporated into the Deliverables.

3.4 Without prejudice to the Buyer's rights under Clauses 10.8 (When Subcontracts can be ended) and/or 10.4.1 (When CCS or the Buyer can end a contract) (in each case, of the Core Terms), where the Supplier is in breach of Paragraphs 3.1 to 3.3 (Independence, Conflicts of Interest and Proscribed Conduct) the Supplier shall within five (5) Working Days of such breach becoming apparent to the Supplier, provide proposals to the Buyer for remedying and/or mitigating such breach. Upon any breach of Paragraphs 3.1 to 3.3 (Independence, Conflicts of Interest and Proscribed Conduct) becoming apparent to the Buyer (whether or not notified by the Supplier), the Buyer may at the Supplier's cost:

3.4.1 in accordance with Paragraph 5 (Service Exclusion) remove any or all of the Deliverables from the scope of this Call-Off Contract and carry out such Deliverables itself and/or employ a third party to carry out such Deliverables; and/or

3.4.2 require the Supplier to put such measures in place (including but not limited to information barriers) as required by the Buyer in its absolute discretion to rectify and/or mitigate the effect of any breach of Paragraphs 3.1 to 3.3 (Independence, Conflicts of Interest and Proscribed Conduct); and/or

3.4.3 instruct or commence increased monitoring in accordance with Paragraph 4 of this Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights).

3.5 Save in the event of removal and to the extent consequential on removal of the relevant element of the Deliverables pursuant to Paragraph 5 (Service Exclusion) or termination of all or part of the Deliverables, where as a result of the matter(s) leading or contributing to a breach of Paragraphs 3.1 to 3.3 (Independence, Conflicts of Interest and Proscribed Conduct) the Supplier or any Affiliate of the Supplier or any Supplier Staff realises a profit or other financial benefit:

3.5.1 the Supplier shall account to the Buyer in respect of such profit or other financial gain in each Service Month; and

3.5.2 the Buyer shall be entitled to set off an amount equivalent to that profit or other financial benefit (as accounted for by the Supplier or otherwise as the Buyer may determine) from any amount due to the Supplier under this Call-Off Contract or under any other agreement between the Supplier and the Buyer in accordance with Clause 4.7 (Pricing and Payments) of the Core Terms.

4 Increased Monitoring

4.1 At any time the Buyer may notify to the Supplier that it is increasing the level of its monitoring of the Supplier, and/or (at the Buyer's option), of the Supplier's monitoring of its own performance of its obligations under this Call-Off Contact until such time as the Supplier shall have demonstrated to the reasonable satisfaction of the Buyer that it will perform and is capable of performing its obligations under this Call-Off Contact.

4.2 Where the Buyer issues a notice under Paragraph 4.1 (Increased Monitoring) as a result of any failure by the Supplier to perform its obligations under this Call-Off Contact, the Supplier shall bear its own costs and shall indemnify and keep the Buyer indemnified at all times from and against all reasonable costs and expenses (including internal management costs and professional fees) incurred by or on behalf of the Buyer in relation to such increased monitoring.

4.3 Where the Buyer issues a notice under Paragraph 4.1 (Increased Monitoring) other than as a result of a failure by the Supplier to perform its obligations under this Call-Off Contact, the Buyer shall bear its own costs and indemnify and keep indemnified at all times from and against all reasonable costs and expenses incurred by or on behalf of the Supplier in relation to such increased monitoring.

5 Service Exclusion

5.1 Where the Supplier:

5.1.1 has not achieved a Critical Path Milestone within thirty (30) days of the relevant Milestone Date;

5.1.2 breaches Paragraph 3.1 (Independence, Conflicts of Interest and Proscribed Conduct) or the Buyer reasonably believes that a breach of Paragraph 3.1 (Independence, Conflicts of Interest and Proscribed Conduct) has or is likely to occur; and/or

5.1.3 commits a material Default of part of the Deliverables,

the Buyer may serve a Service Exclusion Notice on the Supplier.

5.2 Following service of a Service Exclusion Notice:

5.2.1 the Parties shall agree the Variation using the Variation Procedure provided always that the Supplier may not:

(a) reject the Variation; or

(b) increase the Charges; or

(c) from the date identified in the Service Exclusion Notice, claim a right to any sum or amount relating to Delivery of the relevant part or parts of the Deliverables identified by the Buyer in the Service Exclusion Notice;

5.2.2 the Buyer shall take and/or shall procure that a third party shall take the action set out in the Service Exclusion Notice and any consequential additional action as it reasonably believes is necessary to ensure that the Deliverables (or relevant part thereof) are Delivered to the standard required pursuant to the terms of this Call-Off Contact and so that the Buyer is not in breach of any Law, the Buyer's Policies and/or its statutory duties;

5.2.3 without double counting with Paragraph 5.2.4 (Service Exclusion) the Supplier shall be responsible for the Buyer's reasonable and properly incurred costs and expenses (including any internal management time and/or procurement costs associated with appointing a third party) relating to the exercise of the Buyer's rights under this Paragraph 5 (Service Exclusion);

5.2.4 the Charges shall be adjusted to reflect the removal of the relevant parts of the Deliverables identified in the Service Exclusion Notice; and

5.2.5 the Supplier provides Exit Information within seven days of such notice (or such longer period as the Buyer Authorised Representative may allow) to the extent required in respect of the Deliverables which are the subject matter of the Service Exclusion Notice.

6 Remedial Adviser

6.1 Without prejudice to any right to terminate this Call-Off Contract the Buyer may have, if an Intervention Trigger Event occurs or in the Buyer's reasonable opinion, is likely to occur, the Buyer may give notice to the Buyer with reasonable details of the Intervention Trigger Event and requiring:

6.1.1 a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative to discuss the Intervention Trigger Event and the Supplier's detailed proposals to avoid or rectify the relevant Intervention Trigger Event; and/or

6.1.2 the appointment as soon as practicable of a Remedial Adviser.

6.2 If the Buyer notifies the Supplier that it requires a Remedial Adviser to be appointed:

6.2.1 the Supplier shall select and the Buyer shall Approve within ten (10) Working Days a suitably skilled and experienced person with sufficient capacity to be appointed as Remedial Adviser or if no such person is Approved by the Buyer (or no person has been selected by the Supplier) within ten (10) Working Days, the Buyer shall identify the person to be appointed as Remedial Adviser;

6.2.2 the terms of engagement and start date agreed with the Remedial Adviser must be Approved by the Buyer; and

6.2.3 subject to Paragraph 6.6 (Remedial Advisor), any right of the Buyer to terminate this Call-Off Contract in respect of the relevant Intervention Trigger Event shall be suspended for sixty
(60) Working Days from the date of the Intervention Notice (or such other period as may be agreed between the Parties) (the **Intervention Period**).

6.3 The Remedial Adviser's overall objective shall be to mitigate the effects of, and (to the extent capable of being remedied) to remedy, the relevant Intervention Trigger Event to avoid the recurrence of the same. In order to achieve that objective, the Parties agree that the Remedial Adviser may:

6.3.1 observe the conduct of and work alongside the Supplier Personnel to the extent that the Remedial Adviser considers reasonable and proportionate having regard to the relevant Intervention Trigger Event;

6.3.2 gather any information the Remedial Adviser considers relevant in the furtherance of its objective;

6.3.3 write reports and provide information to the Buyer in connection with the steps being taken by the Supplier to remedy the relevant Intervention Trigger Event;

6.3.4 make recommendations to the Buyer and/or the Supplier as to how the relevant Intervention Trigger Event might be mitigated or avoided in the future; and/or

6.3.5 take any other steps that the Buyer and/or the Remedial Adviser reasonably considers necessary or expedient in order to mitigate or rectify the relevant Intervention Trigger Event.

6.4 The Supplier shall:

6.4.1 work alongside, provide information to, co-operate in good faith with and adopt any reasonable methodology in providing the Deliverables recommended by the Remedial Adviser;

6.4.2 ensure that the Remedial Adviser has all the access it may require in order to carry out its objective, including access to the Assets and Buyer Premises;

6.4.3 submit to such monitoring as the Buyer and/or the Remedial Adviser considers reasonable and proportionate in respect of the relevant Intervention Trigger Event;

6.4.4 implement any reasonable recommendations made by the Remedial Adviser that have been Approved by the Buyer within the timescales stipulated; and

6.4.5 not terminate the appointment of the Remedial Adviser prior to the end of the Intervention Period without the prior consent of the Buyer (such consent not to be unreasonably withheld).

6.5 The Supplier shall be responsible for:

6.5.1 the costs of appointing, and the fees charged by, the Remedial Adviser; and

6.5.2 its own costs in connection with any action required by the Buyer and/or the Remedial Adviser pursuant to this Paragraph 6 of Call-Off Schedule 26 (Buyer Remedies for default and step in rights).

6.6 If:

6.6.1 the Supplier fails to comply with its obligations under or in accordance with Paragraph 6.2 (Remedial Advisor) of this Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights); or

6.6.2 is in Default of any of its obligations under Paragraph 6.4 (Remedial Advisor) of this Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights); and/or

6.6.3 the relevant Intervention Trigger Event is not rectified by the end of the Intervention Period,

(each a **Remedial Adviser Failure**), the Buyer shall be entitled to terminate this Agreement pursuant to Clause 10.4 (When CCS or the buyer can end a contract) of the Core Terms.

6.7 The Buyer may require the Supplier to replace the Remedial Adviser at any time in which case the Buyer shall pay the cost to the Supplier of appointing, and the fees charged by, a replacement Remedial Adviser unless:

6.7.1 the existing Remedial Adviser is in default;

6.7.2 the recommendations and steps proposed by the existing Remedial Adviser are not practicable or will not rectify the Intervention Trigger Event

in which case the Supplier shall be responsible for such costs and fees.

7 Step-in Rights

7.1 On the occurrence of a Step-In Trigger Event, the Buyer may (without prejudice to any other right or remedy available the Buyer) serve notice on the Supplier (a **Step-In Notice**) that it will be taking action under this Paragraph 7 (Step-in Rights), either itself or via a third party. The Step-In Notice shall set out the following:

7.1.1 the action the Buyer wishes to take and in particular the Deliverables that it wishes to control (the **Required Action**);

7.1.2 the Step-In Trigger Event that has occurred and whether the Buyer believes that

the Required Action is due to the a Default by the Supplier;

7.1.3 the date on which it wishes to commence the Required Action;

7.1.4 the time period which it believes will be necessary for the Required Action;

7.1.5 whether the Buyer will require access to the Supplier's premises and/or the Sites; and

7.1.6 to the extent practicable, the impact that the Buyer anticipates the Required Action will have on the Supplier's obligations to provide the Deliverables during the period that the Required Action is being taken.

7.2 Following service of a Step-In Notice, the Buyer shall:

7.2.1 take the Required Action and any consequential additional actions as it reasonably believes is necessary to achieve the Required Action;

7.2.2 keep records of the Required Action taken and provide information about the Required Action to the Supplier;

7.2.3 co-operate wherever reasonable with the Supplier in order to enable the Supplier to continue to provide the Deliverables in relation to which the Buyer is not assuming control; and

7.2.4 act reasonably in mitigating the cost that the Supplier will incur as a result of the exercise of the Buyer's rights under this Paragraph 7 (Step-in Rights).

7.3 For so long as and to the extent that the Required Action is continuing, then: no KPI Credits shall be applicable in relation to Charges in respect of Deliverables that are the subject of the Required Action and the provisions of Paragraph 7.7 (Step-in Rights) shall apply to Deductions from Charges in respect of other Deliverables.

Step-In without Supplier Default

7.4 If the Supplier is not in breach of the obligations under this Call-Off Contract, then for so long as and to the extent that the Required Action is taken and this prevents the Supplier from Delivering any part of the Deliverables;

7.4.1 the Supplier shall be relieved from its obligations to Deliver such part of the Deliverables; and

7.4.2 subject to Paragraph 7.4.3 (Step-in Rights), in respect of the period in which the Buyer is taking the Required Action and provided that the Supplier provides the Buyer with all reasonable assistance (such assistance to be at the expense of the Buyer to the extent that incremental costs are incurred as a direct result of the Required Action), the Charges due from the Buyer to the Supplier shall equal the amount the Supplier would receive if it were satisfying all its obligations and Delivering the Deliverables affected by the Required Action in full over that period together with the expense of providing reasonable assistance to the Buyer to the extent that incremental costs are incurred as a direct result of the Required Action; and

7.4.3 where the Required Action has arisen under or in relation to limb (c) only of the definition of Step-In Trigger Event, in respect of the period in which the Buyer is taking the Required Action and provided that the Supplier provides the Buyer with all reasonable assistance (the Buyer shall be responsible for fifty (50) percent of the expense to the Supplier of providing such reasonable assistance to the Buyer to the extent that the incremental costs are incurred as a direct result of the Required Action arising pursuant to (c) only), the Charges due from the Buyer to the Supplier shall equal the amount the Supplier would receive if it were satisfying all its obligations and Delivering the Deliverables affected by the Required Action in full over that period together with fifty (50) percent of the expense of providing reasonable assistance to the Buyer to the extent that incremental costs are incurred as a direct result of the Required Action

Step-In on Supplier Default

7.5 If the Required Action is taken as a result of a Default of the Supplier under this Call-Off Contract, then for so long as and to the extent that the Required Action is taken, and this prevents the Supplier from Delivering any part of the Deliverables:

7.5.1 the Supplier shall be relieved of its obligations to Deliver such part of the Deliverables; and

7.5.2 in respect of the period in which the Buyer is taking the Required Action, the Charges due from the Buyer to the Supplier shall equal the amount the Supplier would receive if it were satisfying all its obligations and Delivering the Deliverables affected by the Required Action in full over that period, less an amount equal to all the Buyer's costs and expenses in taking the Required Action.

7.6 Before ceasing to exercise its right to step-in the Buyer shall deliver a written notice to the Supplier (a **Step-Out Notice**), specifying:

7.6.1 the Required Action it has actually taken; and

7.6.2 the date on which the Buyer plans to end the Required Action (the **Step-Out Date**) subject to the Buyer being satisfied with the Supplier's ability to resume the provision of the Deliverables and the Supplier providing a satisfactory Step-Out Plan.

7.7 If the Supplier demonstrates to the reasonable satisfaction of the Buyer that the Required Action has resulted in the degradation of any Deliverables not subject to the Required Action beyond that which would have been the case had the Buyer not taken the Required Action, then the Supplier shall be entitled to an adjustment of the Charges to put the Supplier in a no better no worse position in respect of such degradation of any Deliverables not subject to the Required Action.

7.8 The Supplier shall, following receipt of a Step-Out Notice and not less than twenty (20) Working Days prior to the Step-Out Date, develop for the Buyer's Approval a draft plan (a **Step-Out Plan**) relating to the resumption by the Supplier of the Deliverables, including any action the Supplier proposes to take to ensure that the affected Deliverables satisfy the requirements of this Call-Off Contract (a **Step-Out Plan**).

7.9 If the Buyer does not Approve the draft Step-Out Plan, the Buyer shall inform the Supplier of its reasons for not doing so. The Supplier shall then revise the draft Step-Out Plan taking those reasons into account and shall re-submit the revised plan to the Buyer for Approval. The Buyer shall not withhold or delay its Approval of the draft Step-Out Plan unnecessarily.

8 Material Default under this Call-Off Contract

8.1 The Supplier acknowledges and agrees that a material Default shall include (but not be limited to) the following:

8.1.1 the Supplier committing a Default which is irremediable;

8.1.2 as a result of the Supplier's Default, the Buyer incurring Losses in any Contract Year which exceed eighty (80)% of the value of the aggregate annual liability cap for that Contract Year as set out in Paragraph 25.6 (Financial and other Limits);

8.1.3 a Remedial Adviser Failure;

8.1.4 a Rectification Plan Failure;

8.1.5 where a right of termination is expressly reserved in this Call-Off Contract or the Framework Agreement;

8.1.6 a breach by the Supplier of its obligations under Clause 31.2 (Tax) of the Core Terms;

8.1.7 any failure by the Supplier to implement the changes set out in a Benchmark Report as referred to in Paragraph 3.3.5 of Call-Off Schedule 16 (Benchmarking);

8.1.8 an Insolvency Event occurring in respect of the Supplier or the Guarantor;

8.1.9 a Change of Control of the Guarantor which was not pre-Approved by the Buyer in writing;

8.1.10 a Change of Control of a Key Subcontractor unless, within six (6) Months of being notified by the Buyer that it objects to such Change of Control, the Supplier terminates the relevant Key Sub-Contract and replaces it with a comparable Key Sub-Contract which is approved by the Buyer;

8.1.11 any failure by the Supplier to enter into or to comply with an Admission Agreement under or in relation to Part B or Part D of Call-Off Schedule 2 (Staff Transfer);

8.1.12 where, in the reasonable opinion of the Buyer, there is an actual conflict or a potential conflict between the financial, commercial or personal interests of the Supplier and the duties owed to the Buyer under or in relation to the provisions of this Call-Off Contract;

8.1.13 the Supplier breaches its obligations pursuant to Paragraph 4 (Increased Monitoring) of this Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights);

8.1.14 any of the circumstances referred to in Paragraph 2.2 of Joint Schedule 8 (Guarantee) arise;

8.1.15 the Supplier fails to:

(a) procure the execution or delivery of the Guarantee; or

(b) procure the delivery of any of the documents required to be delivered under Paragraph 2.1 of Joint Schedule 8 (Guarantee).

8.1.16 the Supplier breaches its obligations under Paragraph 2.1 of Joint Schedule 8 (Guarantee) or Paragraph 13 of Call-Off Schedule 34 (Special Terms).

8.1.17 the circumstances referred to in Paragraphs:

(a) 2.5;

(b) 4.3;

(c) 5.9;

(d) 11.2 of Annex 2; or

(e) 11.8 of Annex 2,

of Call-Off Schedule 13 (Mobilisation Plan and Testing) arise;

8.1.18 the Supplier failing or ceasing to hold and maintain the required Supplier accreditations as more particularly described in the Order Form under the heading 'Call-Off Lot';

8.1.19 subject always to Clause 10.3.4 (Rectification plan process) of the Core Terms, the Supplier commits the same or substantially the same Default within six (6) Months of the agreement of a Rectification Plan for any Default in accordance with Clause 10.3 (Rectification plan process) of the Core Terms; and

8.1.20 where this Call-Off Contract provides that a Default by the Supplier shall constitute, be or be deemed to be a material Default.

9 Partial Termination and/or Service Exclusion

9.1 The Supplier acknowledges and agrees that where the Buyer exercises its rights pursuant to Clause 10.7 (Partially ending and suspending the contract) of the Core Terms and/or Service Exclusion, the Supplier shall be responsible for the Buyer's reasonable and properly incurred costs and expenses (including any internal management time and/or procurement costs associated with appointing a third party) relating to the exercise of the Buyer's rights under or in relation to Clause 10.7 (Partially ending and suspending the contract) of the Core Terms and/or Service Exclusion.

Call-Off Schedule 28: TUPE Surcharge (V3)

1 Definitions

1.1 In this Call-Off Schedule 28 (TUPE Surcharge), the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Annual Pension Cost"	means Employer Pension Contributions;
"Cost of Change"	means any costs (such as the cost of Staff consultation, redeployment costs, short-term salary cover associated with redeployment or release of labour, and temporary staffing) that will be incurred in managing the transition of an individual who appears in the Employee Information and would be a Transferring Employee at the Start Date but will not be required by the Supplier to Deliver the Deliverables and is not included in the Pricing Matrix in the Supplier's Charges for Delivering the Deliverables.
"Employer Pension Contribution"	means standard employer pension contributions paid in accordance with the relevant pension scheme rules and used in the calculation of the TUPE Surcharge less any costs recoverable under Annex D3: LGPS to Part D Pensions of Call-Off Schedule 2 (Staff Transfer).
"Employer Pension Contribution Cap"	means the six percent (6%) maximum rate of Employer Pension Contribution used in the calculation of the TUPE Surcharge.
"Employment Costs"	payments due under contracts of employment in respect of the following: (a) annual salary; (b) annual national insurance cost; (c) Annual Pension Cost; (d) annual life insurance cost; (e) annual sick pay entitlement; (f) maternity/paternity costs; and (g) any other cost arising directly from the contract of employment of the Transferring Employee.
"Employee Information"	means the information about the Transferring Employees which was provided or made available by the Buyer prior to the submission of the Supplier's tender in connection with the procurement process leading to the award of this Call-Off Contract.

"Labour Count"	means the total number of Transferring Former Supplier Employees and/or Transferring Employer Employees identified in the Supplier's solution
"Other Pension Cost"	means: (a) in respect of CSPS Eligible Employees those sums set out at Paragraphs 7.1.5 (employer contributions), 7.1.7 (the ASLC) and 7.1.8 (flat charges applicable to the Partnership Pension Account) of the CSPS Admission Agreement; (b) in respect of NHSPS Eligible Employees, the standard employer contribution rate applicable to NHS Pensions employers during the Contract Period and payable by the Supplier (but no other costs, contributions, charges or surcharges payable by the Supplier to or in respect of NHS Pensions or in respect of any NHS Premature Retirement Rights, unless otherwise agreed in writing by the Buyer); (c) in respect of LGPS Eligible Employees, the standard employer contribution rate applicable to LGPS Eligible Employees during the Contract Period and payable by the Supplier such sums expressed and set out in the rates and adjustments certificate under Regulation 62 of the LGPS Regulations (but no other costs, contributions, charges or surcharges payable by the Supplier to or in respect of the LGPS unless otherwise agreed in writing by the Buyer) less any costs recoverable under Annex D3: LGPS to Part D Pensions of Call-Off Schedule 2 (Staff Transfer); and (d) such other pension contributions, charges or costs incurred by the Supplier which have been expressly agreed by the Buyer in writing to constitute "Other Pension Costs".
"Transferring Employees"	means: (a) Transferring Former Supplier Employees or (b) Transferring Buyer Employees, (as the case may be).
"TUPE Count"	means the total number of Transferring Former Supplier Employees identified in the Employee Information.

"TUPE Surcharge"	means the sum which is the difference between: (a) the Employment Costs to employ Transferring Employees; and (b) the equivalent Employment Costs (calculated by reference to the Employee Information) to employ staff used by the Supplier at Further Competition to calculate the Charges .
"TUPE Surcharge Average"	means the average calculated by dividing the TUPE Surcharge by the lower of either: (a) Labour Count; or (b) the TUPE Count.

2 TUPE Surcharge, following Start Date

2.1 Where a Relevant Transfer takes place, or will take place, the Supplier may, no later than twenty (20) Working Days after the Relevant Transfer Date, if it considers that it is entitled to the TUPE Surcharge, notify the Buyer accordingly with its:

2.1.1 calculation of the TUPE Surcharge proposed and such breakdown and supporting evidence as may be reasonably required for the Buyer to corroborate and assess the calculation of the TUPE Surcharge; and

2.1.2 proposed amendments to the Pricing Matrix such amendments being those strictly necessary to reflect the TUPE Surcharge the Supplier considers it is entitled to pursuant to the terms of this Call-Off Schedule.

2.2 Insofar as the Supplier demonstrates to the reasonable satisfaction of the Buyer and with reference to its tendered Charges (including, where appropriate, its TUPE Surcharge input stated in Attachment 4 (Pricing Matrix)) that:

2.2.1 there were inaccuracies or omissions in the Employee Information in terms of:

(a) Employment Costs; and/or

(b) any other unknown costs arising directly from the contract of employment of the Transferring Employee;

2.2.2 the Supplier's actual staff costs in respect of Transferring Employees will, as a result of changes or additions referred to in Paragraph 2.3 since the Employee Information was provided, be higher than those costs assumed by the Supplier (based on the Employee Information) for the purposes of completing Attachment 4 (Pricing Matrix); and

2.2.3 the Supplier has taken all reasonable steps to prevent such higher staff costs,

then the Supplier shall, subject to Paragraph 2.3 – 2.5 below, be entitled to:

2.2.4 update Attachment 4 (Pricing Matrix) with the amendments submitted pursuant to Paragraph
2.1.2 of this Call-Off Schedule; and

2.2.5 be paid through the calculation of the 'Pass Through Costs' tab of the SCC Attachment 4 (Pricing Matrix) for the relevant Service Month, the appropriate TUPE Surcharge equivalent to the relevant cost increase.

2.3 Amendment of the Pricing Matrix and payment of the TUPE Surcharge shall only be permissible where the relevant changes in respect of Employment Costs result in an overall increase in the cost to the Supplier of Delivering the Deliverables and shall take account of any cost reductions or savings that may also have arisen as a result of the relevant changes. For the avoidance of doubt, any TUPE Surcharge shall be:

2.3.1 limited to the amount of the actual cost increase and shall not operate to increase the Supplier's margin in any way;

2.3.2 notified to the Buyer within twenty (20) Working Days of the Relevant Transfer Date. For the avoidance of doubt, should the Supplier fail to make the Buyer aware of the TUPE Surcharge in accordance with Paragraph 2.1, the Supplier shall be deemed to have waived its right to be paid the TUPE Surcharge.

2.4 Upon receipt of the Supplier's calculation of the TUPE Surcharge and proposed amendments to Attachment 4 (Pricing Matrix), the Buyer shall either:

2.4.1 notify the Supplier in writing of acceptance of the TUPE Surcharge and Approval of the proposed amendments to Attachment 4 (Pricing Matrix);

2.4.2 request further information/evidence; and/or

2.4.3 request a meeting to discuss/clarify the evidence provided.

2.5 Where the Buyer accepts the TUPE Surcharge and the proposed amendments to the SCC Attachment 4 (Pricing Matrix) following the receipt of further information/evidence or following a meeting, the Buyer shall notify the Supplier in writing and confirm that:

2.5.1 the proposed amendments to the SCC Attachment 4 (Pricing Matrix) are Approved;

2.5.2 the SCC Attachment 4 (Pricing Matrix) Approved pursuant to Paragraph 2.5.1 shall be incorporated into and replace the document previously incorporated in Annex A to the SCC Attachment 4 (Pricing Matrix); and

2.5.3 the TUPE Surcharge will be included in the calculation of the 'Pass Through Costs' tab of the SCC Attachment 4 (Pricing Matrix) (including any unpaid balance to which the Supplier may be entitled in respect of the TUPE Surcharge from the Transfer Date to the assessment date following acceptance).

2.6 Where a TUPE Surcharge is paid, the TUPE Surcharge Average shall be calculated and will be used as the basis for the annual review of the TUPE Surcharge.

2.7 In the event that the Parties are unable to agree the TUPE Surcharge, the Parties shall follow the Dispute Resolution Procedure.

3 Annual review of TUPE Surcharge

3.1 The TUPE Surcharge shall be reviewed by the Buyer at the commencement of each Contract Year.

3.2 The Supplier shall submit to the Buyer, no later than twenty (20) Working Days prior to the beginning of each Contract Year, evidence of any change to the TUPE Count in the previous Contract Year or since it was last adjusted and a calculation of the TUPE Surcharge for the coming Contract Year.

3.3 Where the TUPE Count is less than the TUPE Count in the previous Contract Year, the TUPE Surcharge shall be adjusted using the following calculation:

Difference in TUPE Count (previous Contract Year less current Contract Year) x TUPE Surcharge Average.

3.4 The Buyer shall cease to be liable to pay the TUPE Surcharge in respect of a particular Transferring Employee from the date upon which such employee ceases to be employed by the Supplier or engaged on this Contract (whichever occurs the earliest). If an employee ceases to be employed part way through the year, the TUPE Surcharge allocated to that employee will be deducted on a pro rata basis.

3.5 On receipt of the Supplier's calculation of the TUPE Surcharge submitted pursuant to Paragraph 3.2 the Buyer shall either:

3.5.1 notify the Supplier in writing of acceptance of the adjusted TUPE Surcharge; or

3.5.2 request further information/evidence; and/or

3.5.3 request a meeting to discuss/clarify the evidence provided.

3.6 Where the adjustment to the TUPE Surcharge is accepted following the receipt of further information/evidence or following a meeting, the Buyer shall notify the Supplier in writing and confirm the TUPE Surcharge that will apply and the adjusted TUPE Surcharge will be included in the calculation of the Monthly Charge.

3.7 The adjusted TUPE Surcharge shall be used as the benchmark in the subsequent annual review of the TUPE Surcharge.

3.8 Where the adjusted TUPE Surcharge is more than the TUPE Surcharge in the previous Contract Year, the TUPE Surcharge shall not be adjusted**.**

3.9 In the event that the Supplier and the Buyer are unable to agree the adjustment to the TUPE Surcharge, they shall follow the Dispute Resolution Procedure.

4 Right of Audit

4.1 The Buyer may review and audit the calculation of the TUPE Surcharge at any time.

4.2 Where an overpayment of the TUPE Surcharge is identified following a review and/or audit carried out or by any other means, the Supplier shall repay to the Buyer any over payment of the TUPE Surcharge shall be paid or allowed by the Supplier in accordance with the Core Terms.

5 Employer Pension Contribution Cap & Other Pension Cost

5.1 Where any Annual Pension Cost would have included Employer Pension Contribution in excess of the 6% Employer Pension Contribution Cap or Other Pension Costs, the Supplier may request a pension adjustment to cover the additional cost. Such request for a pension adjustment must be submitted to the Buyer no later than twenty (20) Working Days after the end of the relevant Contract Year.

5.2 If the Supplier requests a pension adjustment in accordance with the provisions of Paragraph 5.1 above the TUPE Surcharge, they must provide sufficient evidence to the Buyer to justify the pension adjustment.

5.3 On receipt of the Supplier's calculation of the pension adjustment the Buyer shall either:

5.3.1 Notify the Supplier in writing of acceptance of the pension adjustment;

5.3.2 Request further information/evidence; and/or

5.3.3 Request a meeting to discuss/clarify the evidence provided.

5.4 Where the pension adjustment in Paragraph 5.1 is agreed following the receipt of further information/evidence or following a meeting, the Buyer shall notify the Supplier in writing.

5.5 In the event that the Supplier and the Buyer are unable to agree the pension adjustment, they shall follow the Dispute Resolution Procedure.

5.6 If Paragraph 5.1 above applies, the excess amount calculated for the pension adjustment is not included in any calculation of the TUPE Surcharge Average.

5.7 Any pension adjustment agreed by the Buyer over the Employer Pension Contribution Cap or in respect of Other Pension Cost shall be paid within timescales as agreed between Buyer and Supplier.

6 Cost of Change

6.1 The Supplier may request a Variation to adjust the Charges for the Cost of Change. Where a Variation to adjust the Charges for the Cost of Change is requested, the Supplier shall provide to the Buyer evidence to justify the post award adjustment.

6.2 On receipt of a request for a Variation to adjust the Charges for the Cost of Change, the Buyer may:

6.2.1 notify the Supplier in writing of acceptance of the Variation to adjust the Charges for the Cost of Change, or request further information/evidence;

6.2.2 request a meeting to discuss/clarify the evidence provided; and/or

6.2.3 reject the Variation to adjust the Charges for the Cost of Change.

6.3 Where the Buyer rejects the Cost of Change adjustment the Supplier shall make such change at its own risk or proceed without such change.

Call-Off Schedule 29 (Redundancy Surcharge) (V3)

1 Definitions

1.1 In this Call-Off Schedule 29 (Redundancy Surcharge), the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Affected Employee"	means an employee of the Supplier (or, if relevant, a notified Subcontractor) who is at risk of redundancy as a result of either of the occurrence of either of the events set out in Paragraph 2.1 of this Call-Off Schedule 29 (Redundancy Surcharge).
"Deliverable Change Redundancy Surcharge"	means in relation to a redundancy as described in Paragraph 4.1, a surcharge on the Charges equal in amount to the Redundancy Payment.
"Early Retirement Right"	any right to retirement benefit arising on termination for redundancy, whether such benefit is reduced or otherwise and whether such right arises on retirement or otherwise.
"Redundancy Payment"	means any and all of the following payments which may be made by the Supplier (or, if relevant, the notified Subcontractor) to any Affected Employee: (a) statutory redundancy payments made in accordance with section 162 of the Employment Rights Act 1996; (b) contractual redundancy payments (which for this purpose shall mean redundancy payments made in accordance with the terms and conditions of employment to which the relevant Affected Employee was entitled at the Reference Date and for the avoidance of doubt, in each employee's case, shall not include any ex gratia payment, payment for accrued holiday or any other payment made as compensation for the termination of employment); (c) where it is not reasonably practicable to require the Affected Employee to work their notice period, in respect of each Affected Employee, either: (i) payment of damages for breach of the applicable statutory notice entitlement or, if higher, the notice entitlement under the terms and conditions of employment to which the relevant employee was entitled at the Reference Date; or (ii) payment in lieu of any such notice entitlement, made pursuant to such terms and conditions of employment, but for the avoidance of doubt, shall not include any payment of salary or wages or of any benefit in respect of any period of continuing employment (whether during a notice period or otherwise); any payment made in satisfaction of any Early Retirement Right to which the relevant employee was entitled under his or her terms and conditions of employment on the Reference Date.

"Reference Date"	means either: (a) the date of commencement of employment, if the Affected Employee became employed by the Supplier (or, if relevant, notified Subcontractor) after the Relevant Transfer Date; or (b) the Relevant Transfer Date, save that where the Supplier (or, if relevant, notified Subcontractor) and Former Supplier are the same entity such that the Employment Regulations do not apply to transfer staff, the relevant date shall be either the Call-Off Contract Start Date or, if the Affected Employee became employed by the Supplier (or, if relevant, notified Subcontractor) after such date, the date of commencement of employment.
"Redundancy Surcharge"	means a surcharge on the Charges equal in amount to the cost incurred by the Supplier of each Redundancy Payment that has been made by the Supplier, (or a notified Subcontractor).

2 Introduction

2.1 This Call-Off Schedule 29 (Redundancy Surcharge) sets out the process for determining the Redundancy Surcharge in the event that:

2.1.1 following a Relevant Transfer, a Transferring Former Supplier Employee and Transferring Buyer Employee is made redundant by the Supplier as a result of an economic technical organisational reason entailing changes to the workforce (and Paragraph 3 below shall apply); or

2.1.2 the Buyer makes a change to the Deliverables which results in the removal of any Deliverables or closure of any of the Buyer Premises (and Paragraphs 4-7 shall apply).

3 Redundancy Surcharge

3.1 Where a Relevant Transfer takes place, or will take place, the Supplier shall not (and shall procure that any notified Subcontractor shall not) make any Transferring Former Supplier Employee(s) and Transferring Buyer Employee(s) redundant without notifying the Buyer in writing about its proposals and within seven (7) days thereafter consulting the Buyer in good faith with a view to avoiding or minimising the Redundancy Payments.

3.2 The Supplier shall (and shall procure that any notified Subcontractor shall) take all reasonable steps to reduce the amount of any Redundancy Surcharge by:

3.2.1 redeploying such people where it is practicable to do so; or

3.2.2 where redeployment is not practicable, taking all reasonable (including requiring employees to work their notice where this is practicable); and

3.2.3 complying with the Law and any reasonable instructions from the Buyer.

3.3 The Redundancy Surcharge shall be zero (0) unless:

3.3.1 the Supplier has notified and consulted with the Buyer, pursuant to Paragraph 3.1 of this Call-Off Schedule 29 (Redundancy Surcharge) about the particular Transferring Former Supplier Employee(s) and Transferring Buyer Employee(s) within six (6) months of the Start Date; and

3.3.2 the employment of any employee to whom the Redundancy Payment relates is terminated for redundancy within twelve (12) months of the Start Date.

3.4 Where redundancy is unavoidable, the Supplier shall provide the Buyer with its estimate of the Redundancy Surcharge together with a breakdown and supporting evidence of the

Redundancy Payment(s) and that the Supplier has incurred the cost of them and/or anything else as may be reasonably necessary for the Buyer to corroborate and assess the calculation of the Redundancy Surcharge.

3.5 On receipt of the Supplier's calculation of the Redundancy Surcharge the Buyer shall either:

3.5.1 notify the Supplier in writing of acceptance of the Redundancy Surcharge relating to the Relevant Transfer; and/or

3.5.2 request further information/evidence; and/or

3.5.3 request a meeting to discuss/clarify the evidence provided.

3.6 Where the Redundancy Surcharge is agreed following the receipt of further information/evidence or following a meeting, the Buyer shall notify the Supplier in writing.

3.7 In the event that the Supplier and the Buyer are unable to agree the Redundancy Surcharge, determination of the amount of the Redundancy Surcharge may be referred to the Dispute Resolution Procedure.

4 Building closures/removal of Deliverable(s)

4.1 Subject to Paragraphs 4.2 to 4.4 where the Supplier or any notified Subcontractor makes or proposes to make a Redundancy Payment in relation to any termination for redundancy made as a direct result of a Buyer instigated building closure or removal of Deliverable(s), the Supplier may be entitled to a Deliverable Change Redundancy Surcharge.

4.2 The Supplier shall not be entitled to a Deliverable Change Redundancy Surcharge under Paragraph 4.1 unless it has, before any relevant termination for redundancy is made (whether by the Supplier or by a notified Subcontractor):

4.2.1 notified the Buyer in writing and consulted the Buyer in good faith about the proposal to make any such termination for redundancy (with a view to avoiding or minimising the amount of any Redundancy Payment(s));

4.2.2 provided the Buyer with written estimates of any relevant Redundancy Payment together with a breakdown of such estimates and such supporting evidence as the Buyer may reasonably request to corroborate and assess the calculations; and

4.2.3 provided the Buyer with details of the steps the Supplier, or the notified Subcontractor(as applicable), has taken (or proposes to take) to mitigate such costs in accordance with Paragraph 3.4.

4.3 The Supplier shall not be entitled to a Deliverable Change Redundancy Surcharge under Paragraph 4.1 unless it, or the notified Subcontractor (as applicable), has followed a lawful and fair dismissal procedure and complied with all contractual and legislative requirements (save for a breach of notice entitlement where payment is made on termination in satisfaction of the employee's claim for damages) in respect of each termination for redundancy to which the Deliverable Change Redundancy Surcharge relates.

4.4 The Supplier shall (or, where relevant, shall procure that the notified Subcontractor shall) avoid having to make, or (where that is not practicable) minimise the amount of, any Redundancy Payment by:

4.4.1 redeploying any relevant person where it is practicable to do so;

4.4.2 where redeployment is not practicable, taking reasonable steps to minimise the amount of Redundancy Payment, including requiring employees to work their notice where this is practicable;

4.4.3 complying with the Law and any reasonable instructions of the Buyer.

4.5 The Supplier shall not be entitled to a Deliverable Change Redundancy Surcharge under Paragraph 4.1 unless:

4.5.1 the Supplier (or, where relevant, notified Subcontractor) has notified the Buyer in writing and consulted with the Buyer, pursuant to Paragraph 4.1, within one (1) Month of receiving notice by the Supplier of the building closure or removal of Deliverable(s); and

4.5.2 the employment of any employee to whom the Redundancy Payment relates is terminated for redundancy no later than one (1) Month after the relevant building closure or removal of Deliverable(s).

5 Following receipt of the calculation

5.1 On receipt of the Supplier's calculation of the Redundancy Payments in accordance with Paragraph 4.2 the Buyer shall either:

5.1.1 notify the Supplier in writing of acceptance of the Deliverable Change Redundancy Surcharge relating to the relevant building closure or removal of Deliverable(s); and/or

5.1.2 request further information/evidence; and/ or

5.1.3 request a meeting to discuss/clarify the evidence provided.

6 Where the Deliverable Change Redundancy Surcharge is agreed following the receipt of further information/evidence or following a meeting, the Buyer shall notify the Supplier in writing and Paragraph 14.1 (Redundancy Surcharge) of Call-Off Schedule 5 (Pricing Details) shall apply.

7 Dispute Resolution

In the event that the Supplier and the Buyer are unable to agree the Deliverable Change Redundancy Surcharge, determination of the amount of the Deliverable Change Redundancy Surcharge may be referred to the Dispute Resolution Procedure.

Call off Schedule 34 – Special Terms (V4)

1. **Definitions**

Unless otherwise provided or the context otherwise requires the following expressions shall have the meanings set out below in this Call Off Schedule 34 (Special Terms).

"Access Permission"	means permission provided by the Supplier as agreed by the Buyer in its absolute discretion to any nominated user which permits them to access and/or download the information held in the Virtual Library.
"Annual Savings Payment"	the aggregate total of all Savings Payments due to the Supplier in accordance with Paragraph 8.15 of this Call-Off Schedule 34 (Special Terms).
"Approved Supplier Savings Statement"	has the meaning given in Paragraph 8.19 of this Call-Off Schedule 34 (Special Terms).
"Approved Redeployment Costs"	Redeployment Costs that the Buyer has agreed to pay in an Approved Savings Proposal.
"Approved Relevant Capital Costs"	Relevant Capital Costs that the Buyer has agreed to pay in an Approved Savings Proposal.
"Approved Savings Proposal"	those Savings Proposals that are Approved by the Buyer in accordance with Paragraph 8.14 of this Call-Off Schedule 34 (Special Terms).
"Bank of England"	means the central bank of the United Kingdom.
"Buyer Policies"	means: (a) those policies referred to in this Call-Off Contract; and (b) the Buyer's published policies and/or such policies as are notified to the Supplier; in each case as may be updated or replaced from time to time.
"Buyer Savings Liabilities"	the Indemnified Redundancy Costs, Approved Redeployment Costs and/or Approved Relevant Capital Costs for which the Buyer is liable in accordance with an Approved Savings Proposal.
"Buyer Savings Statement"	has the meaning given in Paragraph 8.20 of this Call-Off Schedule 34 (Special Terms).
"Buyer Supply Chain Contracts"	means each contract between the relevant Buyer Supply Chain Member and the Buyer for the delivery of estate services and any replacement contract or new contract (whether for the same or different services) the Buyer may enter into with a Buyer Supply Chain Member from time to time during the Call-Off Contract Period and references to Buyer Supply Chain Contract or Buyer Supply Chain Contracts in this Call-Off Contract shall be construed accordingly.

"Buyer Supply Chain Members"	means the principal suppliers to the Buyer of estate services under a Buyer Supply Chain Contract including, without limitation: (a) landlord and lease management; (b) furniture fittings & equipment (c) facilities management (d) project works; and (e) such other services relating to the Buyer Premises as the Buyer may identify to the Supplier from time to time, and references to Buyer Supply Chain Member or Buyer Supply Chain Members in this Call-Off Contract shall be construed accordingly.
"CRTPA"	the Contracts (Rights of Third Parties) Act 1999.
"CSI Programme"	means the Buyer's rolling programme of updates and changes to critical security infrastructure as more particularly described in the Paragraphs 4.1 to 4.7 of Call-Off Schedule 20 (Specification).
"Deliverable Change Redundancy Payments"	has the meaning given in Call-Off Schedule 29 (Redundancy Surcharge).
"Duplicate Costs"	any duplication of costs, prices and/or overheads or potential duplication of costs, prices and/or overheads between one or more lines or tabs in the Pricing Matrix relating to this contract with one or more lines or tabs in the financial model or pricing matrix relating to one or more Buyer Supply Chain Contracts where the Supplier or any Affiliate of the Supplier is an Buyer Supply Chain Member and references to "Duplicate Cost" shall be construed accordingly.
"Duplicate Costs Meeting"	has the meaning given to it in Paragraph 4.3.
"Duplicate Costs Notice"	has the meaning given to it in Paragraph 4.1.
"Duplicate Costs to be Removed"	the Duplicate Costs to be removed from the Pricing Matrix as identified by the Buyer and/or the Supplier under Paragraph 4.
"Early Retirement Right"	any right to pension benefit arising on dismissal for redundancy, whether such benefit is reduced or otherwise and whether such right arises on retirement or otherwise.
"Ethical Walls Agreement"	an ethical walls agreement in a form similar to the draft ethical wall agreement set out at Annex 1 to this Call-Off Schedule 34 (Special Terms).
"Gainshare"	the 50%:50% share attributed to the Buyer (on the one hand) and the Supplier (on the other hand) and used for the purpose of calculating the amount of any Savings Payment.
"Guarantor"	means the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Call-Off Contract.

"In-scope Employee"	means a Transferring Former Supplier Employee save where the Supplier and Former Supplier are the same entity such that the Employment Regulations do not apply to transfer staff, in which case it shall mean those employees of such entity who: (a) were immediately before the Start Date wholly or mainly assigned to an organised grouping of employees which had as its principal purposes the carrying out of services on behalf of the Buyer, in substitution for which services (in whole or part) the Deliverables are provided (in whole or part), and had been so assigned for at least one year prior to the Start Date; and (b) would have transferred to the Supplier under the Employment Regulations had the Supplier (or, if relevant, the Supplier Subcontractor), and Former Supplier been different entities such that the relevant employees transferred under the Employment Regulations
"Indemnified Redundancy Costs"	any redundancy costs incurred by the Supplier which the Buyer has, or is obliged to, indemnify the Supplier for in accordance with Paragraphs 8.30 - 8.35 of this Call-Off Schedule 34 (Special Terms).
"Initial Upload Date"	means the occurrence of an event detailed in Annex 2 to this Call-Off Schedule 34 (Special Terms) which requires the Supplier to provide its initial upload of the relevant information to the Virtual Library;
"Integrator"	means Kellogg Brown & Root Limited a company registered in England and Wales under company number 645125 whose registered office is at Hill Park Court, Springfield Drive, Leatherhead, Surrey, KT22 7NL, United Kingdom or such other party as the Buyer may appoint from time to time and references in this Call-Off Contract to Authority Integrator shall be construed accordingly.
"Integrator Agreement"	means the agreement entered into between The Secretary of State for Work and Pensions and Kellogg Brown & Root Limited dated 18.01.2022, and any successor or replacement agreement.
"Integrator Related Party"	all directors, officers, employees, agents, consultants and contractors of the Supplier, any Affiliate of the Supplier and any directors, officers, employees, agents, consultants and contractors of such Affiliate and of any subcontractor of the Integrator engaged in the performance of the Integrator's obligations under the Integrator Agreement.
"Investment Programme"	means; a. CSI Programme; and b. any other transformation programme communicated from time to time by the Buyer to the Supplier relating to updates or changes to critical security infrastructure of the Buyer's Premises not referred to in limb (a) of this definition, and references to Investment Programmes shall be construed accordingly.

"Investment Programme Costs"	means all expenditure (whether capital or otherwise), costs, charges and expenses incurred (or to be incurred) by or on behalf of the Buyer under or in relation to any Investment Programmes including, without limitation: a. any increase or planned increased in the aggregate number of Buyer Premises or Sites due to the occurrence of a national emergency or a local emergency (as the Buyer may determine from time to time); and/or b. any decrease or planned decrease in the aggregate number of Buyer Premises or Sites at the end of any national emergency or a local emergency (as the Buyer may determine from time to time); and/or c. a change to one or more Buyer's Premises or Sites instructed under or in relation to: i. a Buyer Supply Chain Contract or this Call-Off Contract; or ii. any other contract between the Buyer and a third party.
"Lost Savings"	has the meaning given in Paragraph 8.26 of this Call-Off Schedule 34 (Special Terms).
"Multi-Party Dispute"	has the meaning given in Paragraph 14 of this Call-Off Schedule 34 (Special Terms).
"Multi-Party Dispute Representatives"	has the meaning given in Paragraph 14.7 of this Call-Off Schedule 34 (Special Terms).
"Multi-Party Dispute Resolution Board"	has the meaning given in Paragraph 14.7 of this Call-Off Schedule 34 (Special Terms).
"Multi-Party Dispute Resolution Procedure"	has the meaning given in Paragraph 14.3 of this Call-Off Schedule 34 (Special Terms).
"Multi- Party Procedure Initiation Notice"	has the meaning given in Paragraph 14.4 of this Call-Off Schedule 34 (Special Terms).
"National Threat Level"	means the threat level for the United Kingdom from international terrorism as set by the Joint Terrorism Analysis Centre and any relevant successor body and MI5 and "UK Threat Level" shall be construed accordingly.
"New Payments Architecture"	the UK payments industry's proposed new way of organising the clearing and settlement of payments made from one payment account to another payment account as developed, built and operated by or on behalf of Pay.UK, the UK's retail payment authority, or any successor subject to applicable Laws and rules, standards, directions and guidance issued by any Regulatory Authority.
"Redeployment Costs"	has the meaning given in Paragraph 8.34.2 of this Call-Off Schedule 34 (Special Terms).
"Redundancy Payment"	has the meaning given to it in Call-Off Schedule 29 (Redundancy Surcharge).

"Regulatory Authority"	in respect of the New Payments Architecture shall include (but is not limited to) the UK Payment Systems Regulator, the Bank of England and the Information Commissioner.
"Relevant Capital Costs"	means capital costs (excluding any Investment Programme Costs) linked to the implementation of a Savings Proposal.
"Related Third Party"	means a party to: (a) another contract with the Buyer or the Supplier which is relevant to this Agreement; or (b) a Sub-contract.
"Savings"	means a reduction in the Charges payable by the Buyer under this Call-Off Contract due to a reduction in the Security Control Centre Deliverables, Management Overheads and Corporate Overheads due to implementation of an Approved Savings Proposal calculated by deducting the relevant Charges payable after implementation of the relevant Savings Proposal from the relevant Charges payable immediately prior to the Savings Proposal being implemented;
"Savings Payment"	the amount payable to the Supplier by the Buyer calculated by applying the Gainshare to the Savings arising from an Approved Savings Proposal during the Savings Period.
"Savings Proposal"	means: (a) any proposal set out in a Site Security Plan (and incorporating the relevant information in Paragraph 8.8 of this Call-Off Schedule 34 (Special Terms)) for Savings for a specific Buyer Property; or (b) a written proposal by the Supplier under Paragraph 8 of this Call-Off Schedule 34 (Special Terms) for Savings under an existing Site Security Plan.
"Service Delivery Plan"	has the meaning given in Joint Schedule 1: (Definitions).
"Site Security Plan"	means the Security Guarding Supplier's response to a Security Risk Assessment setting out how the Security Guarding Supplier shall deliver the deliverables to the relevant Buyer Premises (and site on which the relevant Buyer Premises is located).
"Supplier Request"	means a notice served by the Supplier requesting that the Dispute be treated as a Multi-Party Dispute, setting out its grounds for that request and specifying each Related Third Party that it believes should be involved in the Multi-Dispute Resolution Procedure in respect of that Dispute.
"Supplier Savings Account"	the notional account maintained by the Buyer that comprises all Savings Payments accruing to the Supplier in accordance with Paragraph 8.15 of this Call-Off Schedule 34 (Special Terms).
"Supplier Savings Statement"	has the meaning given in Paragraph 8.18 of this Call-Off Schedule 34 (Special Terms).
"Supporting Documentation"	has the meaning given in Call-Off Schedule 5 (Pricing Details).

"Third Party Auditor"	an independent third party auditor as appointed by the Buyer from time to time to confirm the completeness and accuracy of information uploaded to the Virtual Library in accordance with the requirements outlined in Paragraph 15 of this Call-Off Schedule 34 (Special Terms);
"UK Payment Systems Regulator"	means the Payment Systems Regulator Limited, a limited company in England and Wales (company number 8970864) whose registered office is at 12 Endeavour Square, London, E20 1JN.
"Update Requirement"	means the occurrence of an event detailed in Annex 2 of this Call-Off Schedule 34 (Special Terms) which requires the Supplier to update the relevant information hosted on the Virtual Library;
"Virtual Library"	means the data repository hosted by the Supplier containing the information about this Call-Off Contract and the Services provided under it in accordance with Paragraph 15 of this Call-Off Schedule 34 (Special Terms).

2. Standard of Service

2.1 The Supplier shall provide the Deliverables so as to meet the requirements of this Call-Off Contract.

2.2 The Supplier shall ensure that:

2.2.1 the Deliverables:

(a) comply in all respects with the Specification; and

(b) are supplied in accordance with:

(i) the applicable Service Delivery Plan;

(ii) the terms of this Call-Off Contract; and

2.2.2 where a Service Delivery Plan does not relate or refer to the provision of part of the Deliverables but the Supplier has specified its approach to the provision of such Deliverables in its Call-Off Tender, the Supplier shall provide the relevant part of the Deliverables in accordance with such approach, unless instructed otherwise by the Buyer.

2.3 The obligations in Paragraphs 2.2.1(a), 2.2.1(b) and 2.2.2 of this Call-Off Schedule 34 (Special Terms) are independent obligations. In particular:

2.3.1 compliance by the Supplier with the Specification does not relieve the Supplier from the obligation to satisfy a requirement of the Service Delivery Plan or, where there is no Service Delivery Plan for provision of part of the Deliverables but the Supplier has specified its approach to the provision of such Deliverables in its Call-Off Tender, satisfying a requirements of the Call-Off Tender (unless instructed otherwise by the Buyer); and

2.3.2 compliance with the Service Delivery Plan or, where there is no Service Delivery Plan for provision of part of the Deliverables but the Supplier has specified its approach to the provision of such Deliverables in its Call-Off Tender, satisfying requirements of the Call-Off Tender (unless instructed otherwise by the Buyer), does not relieve the Supplier from the obligation to satisfy the Specification.

2.4 This Paragraph 2.4 shall apply instead of Clause 3.1 (All deliverables) of the Core Terms and any references to Clause 3.1 (All deliverables) of the Core Terms shall be deemed to be a reference to this Paragraph 2.4 instead. The Supplier shall:

2.4.1 perform its obligations under this Call-Off Contract, including in relation to the Delivery of the Deliverables in accordance with:

(a) all applicable Law;

(b) Good Industry Practice;

(c) the Standards;

(d) the Baseline Security Requirements;

(e) Service Delivery Plan;

(f) the Specification;

(g) the Buyer Policies; and

(h) the Supplier's:

(i) Mobilisation Plan; and

(ii) own established procedures and practices,

in each case, to the extent the same do not conflict with the requirements of Paragraphs 2.4.1(a) to 2.4.1(g) of this Call-Off Schedule 34 (Special Terms); and

2.4.2 Deliver the Deliverables using efficient business processes and ways of working having regard to the Buyer's obligation to ensure value for money.

2.5 In the event that the Supplier becomes aware of any inconsistency between the requirements of Paragraphs 2.4.1(a) to 2.4.1(g) of this Call-Off Schedule 34 (Special Terms), the Supplier shall immediately notify the Buyer's Authorised Representative in writing of such inconsistency and the Buyer's Authorised Representative shall, as soon as practicable, notify the Supplier which requirement the Supplier shall comply with. The Supplier shall comply with such instructions at no cost or expense to the Buyer.

3 New Payments Architecture

3.1 The Supplier acknowledges that the UK payments industry expects to introduce the New Payments Architecture during the Call-Off Contract Period. The Supplier shall:

3.1.1 comply with its obligations and shall ensure that Supplier Staff comply with their obligations, under or in relation to the New Payments Architecture (including, without limitation, any transition periods and deadlines for moving applicable operations, messaging formats and functionalities to the New Payments Architecture; and

3.1.2 ensure that the Deliverables remain compatible and interoperable with any functionalities and additional services arising from or in relation to the implementation and ongoing development of the New Payments Architecture; and

3.1.3. extend any functionalities and/or additional services arising from or in relation to the implementation and/or ongoing development of the New Payments Architecture to the Buyer under the Deliverables, in accordance with the scope and timeframes required by the Buyer in writing,

in each case at no additional cost or expense to the Buyer.

4 Duplicate Costs to be Removed

4.1 Where during the Mobilisation Period or at any other point or points in time during the Call-Off Contract Period:

4.1.1 the Supplier or any Affiliate of the Supplier is a Buyer Supply Chain Member on one or more Buyer Supply Chain Contracts; and

4.1.2. the Buyer believes there is or may be any Duplicated Costs,

then the Buyer may serve a notice (the **Duplicate Costs Notice**) on the Supplier. The Duplicate Costs Notice shall set out:

4.1.3. the Duplicate Costs identified by the Buyer;

4.1.4. where reasonably practicable (and having due regard to any rights to Open Book Accounting and of Audit exercised by the Buyer and/or any additional or supporting information, documentation or data required by the Buyer under this Paragraph 4), the Duplicate Costs to be Removed.

4.2. The Supplier acknowledges and agrees that the Buyer may (at its absolute discretion):

4.2.1. use its rights to Open Book Accounting and of Audit to establish, verify or assess the impact of any Duplicate Costs; and

4.2.2. require the Supplier to provide to the Buyer such additional or supporting information, documentation or data as the Buyer may require to establish, verify or assess any Duplicate Costs under this Call-Off Contract (or any Buyer Supply Chain Contracts where the Supplier or any Affiliate of the Supplier is an Buyer Supply Chain Member) and the Supplier shall provide (and shall procure that an Affiliate shall provide (as the case may be)) such additional or supporting information, documentation or data as the Buyer requires under this Paragraph 4 as soon as reasonably practicable and at no additional cost or expense to the Buyer.

4.3. The Buyer and the Supplier shall meet as soon reasonably possible following the date of the Duplicate Costs Notice and in any event not later than twenty (20) Working Days after the date of the Duplicate Costs Notice (the **Duplicate Costs Meeting**) to discuss:

4.3.1. the outcome of any Audit and/or outcome of any review of the additional or supporting information, documentation or data required by the Buyer under Paragraph 4.1 and 4.2;

4.3.2. and agree the Duplicate Costs identified by the Buyer in the Duplicate Costs Notice; and;

4.3.3. the extent of any additional or further Duplicate Costs identified by the Buyer or the Supplier (as the case may be) after the date of the Duplicate Costs Notice but up to and including the date of the Duplicate Costs Meeting (or the date of any further or subsequent meetings to the Duplicate Costs Meeting to discuss Duplicate Costs identified under this Paragraph 4.3); and

4.3.4. and agree the Duplicate Costs to be Removed and the changes required to this contract to give effect to the Duplicate Costs to be Removed including, without limitation, changes to the Pricing Matrix and Call-Off Schedule 5 (Pricing Details) for the Mobilisation Period and/or the Service Period (as the case may be),

and any dispute or difference between the Buyer and the Supplier arising out of or relating to this Paragraph 4 may be referred to the Dispute Resolution Procedure at any time.

4.4. The Buyer and the Supplier agree that the Duplicate Costs to be Removed (as agreed or determined in accordance with Paragraph 4.3):

4.4.1. shall be removed from the Pricing Matrix save to the extent that the Supplier or an Affiliate of the Supplier has agreed to remove the Duplicate Costs to be Removed in respect of the relevant Duplicate Costs identified in the relevant Duplicate Costs Notice under a Buyer Supply Chain Contract and has varied the relevant Buyer Supply Chain Contract to remove the Duplicate Costs to be Removed from that Buyer Supply Chain Contract; and

4.4.2. where, following the date of agreement or determination of the Duplicate Costs to be Removed the Supplier or an Affiliate of the Supplier ceases to provide works or services to the Buyer under one or more Buyer Supply Chain Contracts identified in any Duplicate Costs Notice and in respect of which Duplicate Costs to be Removed, has been agreed or determined, then the Supplier may request the relevant part or parts of the Duplicate Costs to be Removed be reversed from the date on which the

4.4.3. Supplier or an Affiliate of the Supplier ceases to provide works or services to the Buyer under the relevant Buyer Supply Chain Contract and the Buyer shall not unreasonably withhold or delay approval of such a request from the Supplier PROVIDED ALWAYS THAT the Buyer shall be entitled to withhold or delay approval of the reversal of the relevant part or parts of the Duplicate Costs to be Removed where the Supplier does not demonstrate to the reasonable satisfaction of the Buyer that such Duplicate Costs will be incurred in the Delivery of the Deliverables under this Call-Off Contract from the date on which the Supplier or an Affiliate of the Supplier ceased to provide works or services to the Buyer under the relevant Buyer Supply Chain Contract.

5. Changes to Buyer Premises or Deliverables required at Buyer Premises

5.1. The Supplier acknowledges that the Buyer Premises and the number and location of Buyer Premises will vary during the Call-Off Contract Period.

5.2. The Buyer shall be entitled to vary the number of Buyer Premises by written notice to the Supplier at any time and;

(a) the Variation Procedure of this Call-Off Schedule 34 (Special Terms) shall not apply; and

(b) this Paragraph 5 shall apply,

to such variations of the relevant Buyer Premises. The Buyer shall use reasonable endeavours to provide not less than two (2) Months' notice of variations to the relevant Buyer Premises.

Where new Buyer Premises is introduced during the Call-Off Contract Period;

5.2.2 the Supplier shall implement the Deliverables at the new Buyer Premises; and

5.2.3 the relevant Charges set out in Call-Off Schedule 5 (Pricing Details) shall apply to the provision of the Deliverables at the new Buyer Premises.

5.3. Where any Buyer Premises is removed during the Call-Off Contract Period the Supplier shall:

5.3.1. cease to provide the Deliverables at the Buyer Premises from the date specified in the Buyer's notice; and

5.3.2. remove all relevant cost elements for that Buyer Premises from the Pricing Matrix from the date when the relevant property ceases to be Buyer Premises.

5.4. Where any Buyer Premises is removed during the Call-Off Contract Period, the provisions Paragraphs 2.1.2 and 4 to 7 (inclusive) of Call-Off Schedule 29 (Redundancy Surcharge) shall apply and the Supplier acknowledges and agrees that:

5.4.1. neither the Supplier nor any notified Subcontractor shall be entitled to recover from the Buyer any Deliverable Change Redundancy Surcharge where the Buyer has removed the Buyer Premises from the remit of this Call-Off Contract pursuant to Paragraph 5 (Service Exclusion) of Call-Off Schedule 26 (Buyer Remedies) or Clauses 10.4 (When CCS or the buyer can end a contract) or 10.7 (Partially ending and suspending the contract) of the Core Terms due to a failure by the Supplier to comply with its obligations under this Call-Off Contract; and

5.4.2. where the Supplier can demonstrate that an Affected Employee who is subject to a proposal for a Deliverable Change Redundancy Surcharge is surplus to requirement in its provisions of the Deliverables, despite the Supplier and/or any Supplier Sub-contractor having taken reasonable steps in order to avoid the redundancy, and accordingly proposes to dismiss the Affected Employee as redundant, but redeployment of the Affected Employee is possible (for the avoidance of doubt, the Parties agree that redeployment of the Affected Employee would not be possible where the Supplier does not have a contractual right to redeploy the Affected Employee and, despite reasonable efforts by the Supplier to obtain consent to the redeployment, the Affected Employee does not provide such consent) and would offer value for money to the Buyer when compared with redundancy, then the Buyer may require the Supplier or its notified Subcontractor to redeploy that employee. In such circumstances:

(a) the provisions of Paragraphs 2.1.2 and 3 to 7 (inclusive) of Call-Off Schedule 29 (Redundancy Surcharge) shall not apply in respect to that employee; and

(b) the Buyer shall pay the Supplier the actual direct costs incurred by the Supplier or the notified Subcontractor arising out of the redeployment of such Affected Employee (including retraining and relocation costs) subject to:

(ii) a maximum amount of ten thousand pounds (£10,000) per employee; and appropriate evidence being provided of the actual direct costs; and

(iii) appropriate evidence being provided that the actual direct costs of redeployment incurred (or to be incurred) by the Supplier and notified Subcontractor are demonstrably lower than the redundancy costs that would otherwise have been incurred (but for the redeployment) for the Affected Employee; and

(iv) such redeployment costs relating to the redeployment of the Affected Employee to contracts relating to the provision of services to the Buyer or, where the Buyer agrees (in its absolute discretion), redeployment of the Affected Employee to contracts relating to the provision of services to the UK Government or any agency thereof or, where the Buyer agrees (in its absolute discretion) to the redeployment of the Affected Employee to contracts relating to the provision of services to a third party other than the UK Government or any agency thereof,

PROVIDED ALWAYS THAT redeployment will only ever be to contracts for service provision and not to contracts which provide for a supply of personnel; and

5.4.3. for the avoidance of doubt:

5.4.3.1. neither the Supplier nor any notified Subcontractor shall be entitled to any double recovery from the Buyer (whether by way of a Deliverable Change Redundancy Surcharge, staff cost adjustment, other adjustment or otherwise under this Call-Off Contract or otherwise);

5.4.3.2. the Supplier shall not (and shall not be entitled to) submit a Savings Proposal in relation to a reduction in the number of Buyer Premises arising under or in relation to this Paragraph 5; and

5.4.3.3. where Approval is sought for any Deliverable Change Redundancy Surcharge under this Paragraph 5.4, Paragraphs 8.30 and 8.35 (Savings) of this Call-Off Schedule shall not apply.

5.5. For the avoidance of doubt:

5.5.1. the removal of a property as Buyer Premises under this Call-Off Contract shall not constitute partial termination and the provisions of Call-Off Schedules 10 (Exit Management) and 2 (Staff Transfer) shall not apply; and

5.5.2. the Supplier shall be responsible for all costs incurred by the Supplier as a result of the removal of the relevant property as Buyer Premises under this Call-Off Contract, other than Deliverable Change Redundancy Surcharge and any redeployment costs agreed by the Buyer pursuant to this Paragraph 5

6. Not relevant to Security Control Centre

7. **Obligation to enter into an Ethical Wall Agreement on retendering of the Deliverables**

7.1. The Buyer may require the Supplier to enter into the Ethical Wall Agreement at any point during a re-tendering or contemplated re-tendering of the Deliverables or any part of the Deliverables.

7.2. If required to enter into the Ethical Wall Agreement, the Supplier will return a signed copy of the Ethical Wall Agreement within ten (10) Working Days of receipt. The Supplier's costs of entering into the Ethical Wall Agreement will be borne solely by the Supplier.

8. Savings

8.1. During the Call-Off Contract Period and at no additional charge, the Supplier shall identify opportunities for Savings. Subject to the remaining provisions of this Paragraph, the Savings to be identified by the Supplier should be independent of and unconnected to any Investment Programmes already proposed and/or undertaken (or to be proposed and/or undertaken after the Effective Date) by or on behalf of the Buyer under or in connection with any Buyer Premises.

8.2. Savings shall include a positive financial benefit to the Buyer that effects changes in the volume of Supplier Staff or means of Delivery of the Deliverables or other Supplier Staff.

8.3. The Supplier acknowledges and agrees that absent an Approved Savings Proposal, a reduction in the Charges (including, without limitation Actual Costs being less than the Target Price) shall not constitute a Saving under or in relation to this Paragraph 8;

8.4. Subject to the remaining Paragraphs below, the Supplier acknowledges and agrees that the Supplier shall not:

8.4.1. be entitled to and shall not receive the benefit of any savings arising under or in relation to any Investment Programme; or

8.4.2. include in any Savings Proposal submitted pursuant to this Call-Off Contract any savings arising under or in relation to any Investment Programme.

8.5. In relation to any Savings realised by the Supplier the parties have agreed that, subject always to Paragraphs 8.14, 8.15, 8.24 and 8.25, the Savings realised during the Savings Period shall be split between the Buyer and the Supplier 50:50. Following the Savings Period all Savings shall accrue to the benefit of the Buyer through a reduction in the relevant Charges.

8.6. When considering a Savings Proposal, the Buyer may (in its absolute discretion) agree to indemnify the Supplier for relevant Indemnified Redundancy Costs and/or to pay for Redeployment Costs and/or Relevant Capital Costs that will arise as a direct result of the

implementation of the relevant Savings Proposal once it becomes an Approved Savings Proposal. Where such an Approved Savings Proposal is implemented, the Buyer shall be liable to pay the Supplier any agreed Buyer Savings Liabilities. For the avoidance of doubt, the Buyer shall only be liable for the Buyer Savings Liabilities that arise as a direct consequence of the implementation of the relevant Approved Savings Proposals where the Buyer has expressly agreed to be liable in the relevant Approved Savings Proposal.

8.7. For the avoidance of doubt, this Paragraph 8 shall not apply to any reduction in the Charges where such reduction is as a consequence of;

8.7.1. reduction in the number of Supplier Staff due to a reduction in the number of Buyer Premises; and/or

8.7.2. an efficiency or improvement arising under or attributable to Call-Off Schedule 3 (Continuous Improvement).

Savings Proposals

8.8. Each Savings Proposal submitted to the Buyer by the Supplier shall include as a minimum:

8.8.1. a written explanation of the nature of the proposed Savings;

8.8.2. the Supplier's assessment of any impact on the Delivery of the Deliverables, including any changes that the Supplier would consider necessary to be made to the Specification or to the Service Delivery Plan;

8.8.3. the Supplier's estimate of the impact on the current Charges;

8.8.4. the Supplier's estimate of any Redundancy Payments, Redeployment Costs or Relevant Capital Costs that will arise due to the implementation of the Savings Proposal;

8.8.5. the Supplier's estimate of the total amount of the Savings and any prospective Savings Payments anticipated by the Supplier;

8.8.6. the Supplier's assessment of the amounts referred to in limbs (a) and (b) of the definition of Savings Realisation Date;

8.8.7. the proposed Savings Realisation Date;

8.8.8. the Supplier's assessment of the operational, commercial and reputational impact on the Buyer and any risks associated with the Savings Proposal including any risk of not implementing the Savings Proposal; and

8.8.9. the proposed terms of any required Variation and/or required changes to Site Security Plans

8.9. The Buyer may Approve or reject a Savings Proposal at its sole discretion. The Supplier shall not implement a Savings Proposal unless it has been Approved by the Buyer. The Buyer shall respond to a Savings Proposal within twenty (20) Working Days of receipt by the Buyer of the Saving Proposal. If no response is received from the Buyer, the Savings Proposal shall be deemed to be rejected.

8.10. Once a Savings Proposal has been Approved the Supplier shall:

8.10.1. implement the Savings Proposal as Approved by the Buyer;

8.10.2. reduce the relevant Charges in accordance with the Approved Savings Proposal as soon as the Approved Savings Proposal is implemented (and for the avoidance of doubt, the Supplier shall not be permitted to raise any Charges in excess of the agreed Charges set out in the relevant Approved Savings Proposal);

8.10.3. update the Pricing Matrix to take account of the Approved Savings Proposal;

notify the Buyer of any;

8.10.4. Buyer Savings Liabilities Approved by the Buyer pursuant to Paragraph 8.6 and actually incurred by the Supplier

8.10.5. and the Supplier shall add such Buyer Savings Liabilities to the invoice raised by the Supplier in the Month(s) following the Month(s) in which such Buyer Savings Liabilities arise; and

8.10.6. notify the Buyer in writing of the Supplier's calculation of the Savings Payment.

8.11. Each Party shall bear its own costs in relation to the preparation and consideration of a Savings Proposal.

8.12. The Supplier shall keep a record of all Approved Savings Proposals for the Call-Off Contract Period.

8.13. The Buyer shall update the Supplier at the end of each quarter regarding the aggregate amount of Investment Programme Costs that:

8.13.1. remain to be recovered by the Buyer through Savings under this Call-Off Contract and any Buyer Supply Chain Contract as at the relevant reporting date; and

8.13.2. relate to the relevant Approved Savings Proposal.

For the purposes of this Paragraph 8.13, the first quarter shall commence on the date of Approval by the Buyer of the relevant Approved Savings Proposal and the Buyer shall notify the Supplier when the relevant Investment Programme Costs relating to the relevant Approved Savings Proposal have been recovered by the Buyer in full.

Payment of Savings Payments

8.14. The Supplier shall record all Savings Payments that are to be allocated in the Supplier Savings Account and shall:

8.14.1. record the Contract Year at the end of which each Approved Proposal Savings Payment shall become due to be paid to the Supplier, which shall be the Contract Year in which the relevant Savings Period for the relevant Approved Savings Proposal ends PROVIDED ALWAYS THAT where the relevant Savings Period falls over two (2) consecutive Contract Years, the Approved Proposal Savings Payment shall not become due and payable to the Supplier until the end of the second (2^{nd}) consecutive Contract Year; and

8.14.2. allocate a reference to each Savings Payment so that it can be identified against the relevant Approved Savings Proposal.

8.15. Subject always to Paragraph 8.14.1 and compliance with Paragraph 8.17 and the provisions of Paragraph 8.26, the Supplier shall be entitled to an Annual Savings Payment where at the end of the relevant Contract Year Savings Payments have been recorded in the Supplier Savings Account which are due to be paid by the Supplier to the Buyer at the end of that Contract Year pursuant to the terms of this Call-Off Schedule 34 (Special Terms).

8.16. All Savings that accrue prior to the Savings Realisation Date and after the end of the relevant Savings Period for each Approved Savings Proposal shall be for the sole benefit of the Buyer and the Supplier shall not be entitled to any share of such Savings.

8.17. The Supplier shall only be entitled to an Annual Savings Payment in relation to the relevant Contract Year where:

8.17.1. the Savings:

(a) are properly attributable to the performance of the Supplier under any

Approved Savings Proposals;

(b) do not arise, or are not materially contributed to, through a reduction in the standard of performance of the Deliverables;

(c) the Approved Savings Proposal has effects which were contemplated in Paragraphs 8.2 and 8.6 ; and

(d) no Supplier Termination Event is outstanding or has occurred during the relevant Contract Year in which the Annual Savings Payment is due (which event has not been satisfactorily remedied in accordance with this Call-Off Contract).

8.18. Within thirty (30) Working Days after the end of the relevant Contract Year the Supplier shall submit to the Buyer a statement (**Supplier Savings Statement**) detailing:

8.18.1. the Savings Periods that have ended in that Contract Year;

8.18.2. a summary of what, if any, Savings have been achieved during the Savings Periods that have ended in that Contract Year;

8.18.3. whether the Supplier considers itself entitled to an Annual Savings Payment for that Contract Year; and

8.18.4. the basis of calculation of the Annual Savings Payments (including a breakdown of each individual Savings Payment which make up the Annual Savings Payment) to which the Supplier considers itself entitled.

8.19. Where the Supplier Savings Statement is Approved by the Buyer (**Approved Supplier Savings Statement**) then the Supplier shall be due the specified Annual Savings Payment in accordance with Paragraph 8.24.

8.20. Where the Buyer rejects any Supplier Savings Statement, the Buyer shall provide the Supplier with its assessment of the amount, if any, that the Buyer considers the Supplier is entitled to by way of an Annual Savings Payment for that Contract Year (**Buyer Savings Statement**).

8.21. Following receipt by the Supplier of the Buyer Savings Statement, the Supplier shall provide any Supporting Documentation requested by the Buyer and shall respond to any requests for further information requested by the Buyer.

8.22. The Parties shall convene such further meetings and make such other discussions, communication and exchanges with a view to reaching agreement in relation to whether the Supplier is entitled to any Annual Savings Payment and if so the amount of such payment.

8.23. Where the Parties are unable to agree any Annual Savings Payment following the process set out in this Paragraph 8, the Dispute shall be referred to the Dispute Resolution Procedure.

8.24. At the end of each Contract Year the Supplier may raise an invoice for the Annual Savings Payment in respect of an Approved Supplier Savings Statement. The Buyer shall pay such invoice in accordance with Clause 6 (Record keeping and reporting) of the Core Terms and Call-Off Schedule 5 (Pricing Details).

8.25. Where the Call-Off Contract is terminated by the Buyer there shall be no Annual Savings Payment for the Contract Year in which the Agreement is terminated.

8.26. Where a Savings Proposal has been approved and implemented by the Supplier and a Savings Payment has been made to the Supplier as part of an Annual Savings Payment but the anticipated Savings as set out in the Approved Savings Proposal are not realised in subsequent Contract Years (**Lost Savings**) the Supplier shall be required to reimburse the Buyer the amount of the Lost Savings.

8.27. The Approval by the Buyer of a Savings Proposal shall not in any way limit or excuse the performance of the Supplier of its obligations under this Call-Off Contract. The provisions of this Call-Off Schedule 34 (Special Terms) are without prejudice to the Buyer's other rights and remedies under this Call-Off Contract.

8.28. Worked Example:

8.28.1. Unrelated to an Investment Programme (and not related to the closure of Buyer Premises) The Supplier submits to the Buyer a Savings Proposal that details proposed savings of sixty thousand (£60,000) per annum as the Supplier proposes deploying two fewer Supplier Staff and this results in a proposed reduction of Security Control Centre Deliverables, Management Overheads and Corporate Overheads. The Buyer and Supplier agree that the Supplier will redeploy one member of staff and make redundant the other (the resulting saving is therefore reduced to thirty thousand (£30,000)). The Buyer agrees (in its absolute discretion) that the redundancy liability cost and redeployment costs will be borne by the Buyer. Once the redundancy liability cost and redeployment costs have been recovered by the Buyer in full, the saving generated over the following period of twelve (12) Months will (subject always to Paragraphs 8.14, 8.15, 8.24 and 8.25) be split 50:50 between Buyer and Supplier. All proceeds of the savings prior to the Savings Realisation Date and after the end of the Savings Period for the Approved Savings Proposal are for the sole account of the Buyer.

8.28.2. Related to an Investment Programme

(a) The Supplier submits to the Buyer a Savings Proposal that details proposed savings of sixty thousand (£60,000) per annum as the Supplier proposes deploying two (2) fewer Supplier Staff and this results in a proposed reduction of Security Control Centre Deliverables, Management Overheads and Corporate Overheads. The opportunity only arises as a result of an Investment Programme and the Buyer has incurred Investment Programme Costs. The Buyer and Supplier agree that the Supplier will redeploy one (1) member of Staff and make redundant the other (the resulting saving is therefore reduced to thirty thousand (£30,000). The Buyer agrees (in its absolute discretion) that the redundancy liability cost and redeployment costs will be borne by the Buyer. Once:

(i) the redundancy liability cost and redeployment costs have been recovered in full by the Buyer through the annual Savings;

AND

(ii) any Investment Programme Costs relating to the relevant Investment Programme to which the relevant Approved Savings Proposal relates have been recovered in full by the Buyer by the Buyer through:

1) the annual Savings generated by the relevant Approved Savings Proposal; and/or

2) a savings proposal approved by the Buyer pursuant to the terms of a Buyer Supply Chain Contract,

savings generated over the following period of twelve (12) Months are (subject always to Paragraphs 8.14, 8.15, 8.24 and 8.25) split 50:50 between the Buyer and the Supplier. All proceeds of the Saving prior to the Savings Realisation Date and after the end of the Savings Period for the Approved Savings Proposal are for the sole account of the Buyer.

8.28.3. The Supplier acknowledges and agrees that the worked examples in this Paragraph 8.28 are for illustrative purposes only and this Paragraph 8.28 shall not prevail over the interpretation or application of any other provisions in this Paragraph 8.

8.29. Following the implementation of any Approved Savings Proposal, the Supplier shall update

the then current Pricing Matrix to reflect any agreed changes to the Charges.

Savings related indemnity

8.30. Subject to Paragraphs 8.31 and 8.35, the Buyer will indemnify and keep indemnified the Supplier against any Redundancy Payments made to any In-scope Employee who is given notice of termination on grounds of redundancy at any time during the Call-Off Contract Period.

8.31. The Supplier shall not have any entitlement under Paragraph 8.30 to any indemnity in respect of any Redundancy Payment unless the same has been presented to the Buyer as part of a Savings Proposal and Approved by the Buyer in advance before it has been incurred.

8.32. Where Approval is sought for any Redundancy Payment under Paragraph 8.31 the Supplier shall provide with its Savings Proposal, in addition to the information required under Paragraph 8.8, sufficient information for the Buyer to understand:

8.32.1. why the Supplier considers that the In-scope Employees in respect to whom the Redundancy Payment is sought would be surplus to requirements as a result of the Savings Proposal;

8.32.2. that these In-Scope Employees are genuinely being dismissed for reasons of redundancy and are being selected on objective grounds other than the fact that the Supplier may be reimbursed under this provision in respect of these employees;

8.32.3. what alternative courses of action the Supplier has considered and their likely cost;

8.32.4. the mitigation action taken and/or proposed by the Supplier to avoid or reduce the Redundancy Payment including requiring the employee to work their notice, re-deploying them and or transferring them to a different role;

8.32.5. the risks that the Supplier has taken into account prior to seeking Approval; and

8.32.6. the Supplier's calculation of the Redundancy Payment for which Approval is sought.

8.33. For the avoidance of doubt, in respect to the Redundancy Payment, the parties agree that:

8.33.1. each request for Approval will be assessed on its own merits and Approval will be at the Buyer's sole and absolute discretion;

8.33.2. accordingly, Approval for one request will not preclude the Buyer from withholding Approval for any other request, however similar the circumstances may be;

8.33.3. Approval may be withheld if the Buyer is not satisfied that the benefit to itself of granting Approval will exceed the cost; and

8.33.4. the Buyer may give Approval subject to conditions, including but not limited to setting time limitations, caps on the total Redundancy Payment covered by the indemnity and requiring further evidence of the Supplier’s mitigation actions and to demonstrate that any redundancies are genuine and based on objective grounds prior to any notice of termination of employment is issued for redundancy.

8.34. Where the Supplier can demonstrate that an In-scope Employee who is subject to a Savings Proposal for a Redundancy Payment is surplus to requirement in its provisions of the Deliverables, despite the Supplier and/or any Subcontractor having taken reasonable steps in order to avoid the redundancy, and accordingly proposes to dismiss the employee as redundant, but redeployment of the employee is possible (for the avoidance of doubt, the Parties agree that redeployment of the employee would not be possible where the Supplier does not have a contractual right to redeploy the employee and, despite reasonable efforts by the Supplier to obtain consent to the redeployment, the employee does not provide such

consent) and would offer value for money to the Buyer when compared with redundancy, then the Buyer may require the Supplier or any Subcontractor to redeploy that employee. In such circumstances:

8.34.1. the indemnity in respect to Redundancy Payments set out in Paragraph 8.30 shall not apply in respect to that employee; and

8.34.2. the Buyer shall pay the Supplier the actual direct costs incurred by the Supplier or the Supplier Subcontractor arising out of the redeployment of such person (including retraining and relocation costs) subject to;

(a) a maximum amount of ten thousand (£10,000) per employee;

(b) appropriate evidence being provided that the actual direct costs of redeployment incurred (or to be incurred) by the Supplier and/or any Subcontractor are demonstrably lower than the redundancy costs that would otherwise have been incurred (but for the redeployment) for the In-Scope Employee; and

(c) such redeployment costs relating to the redeployment of the In-Scope Employee to contracts relating to the provision of services to the Buyer or, where the Buyer agrees (in its absolute discretion), redeployment of the In- Scope Employee to contracts relating to the provision of services to the UK Government or any agency thereof or, where the Buyer agrees (in its absolute discretion) to the redeployment of the In-Scope Employee to contracts relating to the provision of services to a third party other than the UK Government or any agency thereof,

PROVIDED ALWAYS THAT redeployment will only ever be to contracts for service provision and not to contracts which provide for a supply of personnel.

8.35. The Supplier acknowledges and agrees that the Supplier shall not be entitled to any double recovery from the Buyer (whether by way of an indemnity claim, staff cost adjustment under this Call-Off Contract or otherwise). In particular, where Approval is sought for any Redundancy Payment under this Paragraph 8, payments under or in relation to Paragraphs 5 or 6 of this Call-Off Schedule 34 (Special Terms) and Call-Off Schedule 29 (Redundancy Surcharge) shall not apply.

9. Treatment of assumptions in the Call-Off Tender

9.1. The Buyer and the Supplier acknowledge and agree that any assumptions (including, without limitation, any supporting rationale relating to the Charges) whether in the Pricing Matrix or elsewhere in Call-Off Schedule 4 (Call-Off Tender), are for information only and shall not be used or relied on for the purposes of requesting or requiring Variations to the Call-Off Contract (including, without limitation, in relation to the Charges payable by the Buyer under this Call-Off Contract).

10. Insurances

10.1. The Supplier shall:

10.1.1. promptly notify to insurers any matter arising from or in relation to the Deliverables or any contract for which it may be entitled to claim under any of the insurances;

10.1.2. co-operate with the Buyer and assist the Buyer in dealing with any claim the Buyer receives relating to or arising out of the Deliverables including without limitation providing information and documentation in a timely manner;

10.1.3. save where the Buyer is the claimant, give the Buyer notice within twenty (20) Working Days of any insurance claim (or which, but for the application of the applicable policy excess, would be an insurance claim) in excess of ten percent (10%) of the sum required to be insured relating to or arising out of the provision of the Deliverables or this Call-Off Contract and (if required by the Buyer) full details of the incident giving rise to the claim.

10.2. Where any insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

10.3. Where any insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Buyer any sum paid by way of excess or deductible under the insurances whether under the terms of this Call-Off Contract or otherwise.

11. Subcontracting

Appointment of Subcontractors

11.1. The Supplier shall exercise due skill and care in the selection and appointment of any Subcontractors to ensure that the Supplier is able to:

11.1.1. manage any Subcontractors in accordance with Good Industry Practice;

11.1.2. comply with its obligations under this Call-Off Contract in the Delivery of the Deliverables; and assign, novate or otherwise transfer to the Buyer or any Replacement Supplier any of its rights and/or obligations under each Sub-Contract that relates exclusively to this Call-Off Contract.

11.2. During the Call-Off Contract Period (including, without limitation, during the Mobilisation Period) and prior to subcontracting any of its obligations under this Call-Off Contract the Supplier, shall provide the Buyer with a scope of services report which shall include the following information to allow the Buyer to determine the effectiveness of the approach to management of Subcontractors taken by the Supplier. This report shall address, without limitation:

11.3. the proposed Subcontractor's name, registered office, and company registration number;

11.3.1. the scope of any Deliverables to be Delivered by the proposed Subcontractor;

11.3.2. where the proposed Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Buyer that the proposed Sub-Contract has been agreed on arm's-length terms;

11.3.3. save where expressly provided for below, for those Subcontractors providing Supplier Staff only, delivery resource qualifications and accreditations including:

(a) ensuring all appointed Subcontractors are eligible to work in the UK and possess the appropriate accreditations, security clearances, qualifications and skills;

(b) how the Supplier will identify the Subcontractors that do not comply with the Baseline Security Requirements of the Buyer;

11.4. ISO accredited systems and processes including but not limited to ISO45001;

11.5. heads of terms in place with each Sub-Contractor (in the first two tiers) or any Key Subcontractor setting out the flow down of risks including:

(a) a draft Supplier performance management process and plan, including pre-determined performance levels and a balance scorecard template outlining each Subcontractor’s contribution to overall KPIs and SPIs, criteria and

parameters that initiate termination and management of that process.

(b) inclusion of customer satisfaction and complaints management processes and wider performance management systems including addressing how the Supplier will manage poor or non-performance; and

(c) a demonstration of the capacity of the Subcontractors (in the first two tiers) or any Key Subcontractor (in a form to be agreed during the Mobilisation Period) to Deliver the relevant Deliverables being Subcontracted by the Supplier, reported on a Buyer Premises basis;

11.6. compliance by Subcontractors with all Buyer requirements including, without limitation, relating to quality of Deliverables, health and safety, environmental and legislative requirements;

11.7. contingency planning process to assess capacity within the Subcontractors and proactively manage allocation of work without breaching the capacity of the Subcontractors to Deliver the relevant Deliverables (capacity breaches);

11.8. a process for identifying and managing risks and resolving disputes related to Delivery of Deliverables by Subcontractors;

11.8.1. how the Supplier will ensure that Subcontractors hold insurance cover appropriate to the Delivery of the relevant Deliverables under or in relation to the relevant Sub-Contract;

11.8.2. Supplier termination rights under any Sub-Contract;

11.8.3. details of how the Supplier will initially assess and continuously audit and assure competency of Subcontractors;

11.8.4. for Key Sub-Contracts only:

(a) the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period, such information to also be provided by the Supplier to CCS during the term of the Framework Contract;

(b) the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call-Off Contract Period; and

(c) (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Difficulties)) of the Key Sub-Contractor;

11.9. If requested by the Buyer within ten (10) Working Days of receipt of the Supplier's report issued pursuant to Paragraph 11.2, the Supplier shall also provide:

11.9.1. a copy of the proposed Sub-Contract; and

11.9.2. any further information reasonably requested by the Buyer.

11.10. The Buyer may, within ten (10) Working Days of receipt of the Supplier's report issued pursuant to Paragraph 11.2 (or, if later, receipt of any further information requested pursuant to Paragraph 11.3), object to the appointment of the relevant Subcontractor if it considers that:

11.10.1. the appointment of a proposed Subcontractor may prejudice the Delivery of the Deliverables and/or may be contrary to the interests of the Buyer;

11.10.2. the Sub-Contract or Subcontractor does not or will not meet the requirements set out in Service A11 (Selection and Management of Key Subcontractors) of Call-Off Schedule 20 (Specification);

11.10.3. the proposed Sub-Contract does not comply with Paragraph 11.12 of this Schedule;

11.10.4. the proposed Subcontractor is unreliable and/or has not provided reasonable services to its other customers;

11.10.5. the proposed Subcontractor employs unfit or otherwise unsuitable persons; and/or

11.10.6. the proposed Subcontractor should be excluded pursuant to Paragraph 11.29 of this Call-Off Schedule 34 (Special Terms),

in which case, the Supplier shall not proceed with the proposed appointment.

11.11. The Buyer has the right to final Approval of the Supplier's preferred list (provided prior to [the Effective Date]) of Subcontractors in Annex 2 to Joint Schedule 6 (Key Subcontractors) and Key Subcontractors in Annex 1 to Joint Schedule 6 (Key Subcontractors) (such Approval, not to be unreasonably withheld or delayed) and the Buyer reserves the right to require the Supplier to revisit their selection procedure and or consider alternative subcontractors. Where the Buyer reasonably withholds or delays Approval, such withholding or delaying of Approval shall not constitute an Authority Cause.

11.12. If:

11.12.1. the Buyer has not notified the Supplier that it objects to the proposed Subcontractor's appointment by the later of ten (10) Working Days of receipt of:

11.12.2. the Supplier's notice issued pursuant to Paragraph 11.2, and

11.12.3. any further information requested by the Buyer pursuant to Paragraph 11.3, and

11.12.4. the proposed Sub-Contract is not a Key Subcontract (which shall require the written consent of the Buyer pursuant to Paragraph 11.8), the Supplier shall proceed with the proposed appointment.

Appointment of Key Subcontractors

11.13. Where the Supplier wishes to enter into a Key Subcontract or replace a Key Subcontractor, it must obtain the Approval of the Buyer, such consent not to be unreasonably withheld or delayed. For these purposes, the Buyer may withhold or delay its consent to the appointment of a Key Subcontractor if it reasonably considers that:

11.13.1. the appointment of a proposed Key Subcontractor may prejudice the Delivery of the Deliverables or may be contrary to the interests of the Buyer;

11.13.2. the proposed Key Sub-Contract does not comply with Paragraph 11.12 of this Call-Off Schedule 34 (Special Terms);

11.13.3. the proposed Key Subcontractor is unreliable and/or has not provided reasonable services to its other customers;

11.13.4. the proposed Key Subcontractor employs unfit persons; and/or

11.13.5. the proposed Key Subcontractor should be excluded in accordance with Paragraph 11.29 of this Call-Off Schedule 34 (Special Terms).

11.14. The Buyer consents to the appointment of the Key Subcontractors listed in the Order Form.

11.15. Except where the Buyer has given its Approval, the Supplier shall ensure that each Key Sub-Contract shall include:

11.15.1. provisions which will enable the Supplier to discharge its obligations under the Call-Off Contract;

11.15.2. 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;

11.15.3. a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;

11.15.4. 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 or any Replacement Supplier without payment by the Buyer;

11.15.5. obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Call-Off Contract in respect of:

(a) the data protection requirements set out in Clause 14 (Data protection) of the Core Terms);

(b) the FOIA and other access request requirements set out in Clause 16 (When you can share information) of the Core Terms;

(c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute set out in Clause 10.4.1(j) (When CCS or the buyer can end a contract) of the Core Terms;

(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) of the Core Terms);

11.16. provisions enabling the Supplier to terminate the Key Sub-Contract

11.16.1. on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 of the Core terms (When CCS or the Buyer can end a contract) and 10.6 of the Core Terms (What happens if the contract ends) of this Call-Off Contract;

11.16.2. a provision restricting the ability of the Key Subcontractor to Sub-Contract all or any part of the Delivery of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer;

11.16.3. a provision enabling the Supplier or the Buyer to appoint a Remedial Adviser on substantially the same terms as are set out in Paragraph 6 of Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights);

11.16.4. a provision enabling the Supplier, the Buyer or any other person on behalf of the Buyer to step-in on substantially the same terms as are set out in Paragraph 7 of Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights);

11.16.5. a provision requiring the Key Subcontractor to participate in, and if required by the Buyer in the relevant Multi-Party Procedure Initiation Notice to procure the participation of all or any of its Subcontractors in, the Multi-Party Dispute Resolution Procedure; and

11.16.6. a provision requiring the Key Subcontractor to:

(a) promptly notify the Supplier and the Buyer in writing of any of the following which it is, or ought to be, aware:

(i) the occurrence of a Financial Distress Event in relation to the Key Subcontractor; or

(ii) any fact, circumstance or matter of which it is aware which could cause the occurrence of a Financial Distress Event in relation to the Key Subcontractor,

and in any event, provide such notification within ten (10) Working Days of the date on which the Key Subcontractor first becomes aware of such; and

(b) co-operate with the Supplier and the Buyer in order to give full effect to the provisions of Joint Schedule 7 (Financial Difficulties), including meeting with the Supplier and the Buyer to discuss and review the effect of the Financial Distress Event on the continued performance and Delivery of the Deliverables, and contributing to and complying with the Financial Distress Remediation Plan.

11.17. The Supplier shall not terminate or materially amend the terms of any Key Sub-Contract without the Buyer's Approval, which shall not be unreasonably withheld or delayed.

11.18. The Supplier shall notify the Buyer as soon as reasonably practicable, and in any event within five (5) Working Days, where a Key Subcontractor Sub-contracts any of its obligations in relation to this Call-Off Contract and update the relevant Annex to Joint Schedule 6 (Key Subcontractors) pursuant to Paragraph 1.6 of Joint Schedule 6 (Key Subcontractors).

11.19. The Supplier shall ensure that all Sub-Contracts contain provisions:

11.19.1. giving the Supplier a right to terminate the Sub-Contract if the Subcontractor fails to comply in the performance of the Sub-Contract with legal obligations in the fields of environmental, social or employment law;

11.19.2. requiring the Supplier or other party receiving goods or services under the contract to consider and verify invoices under that contract in a timely fashion;

11.19.3. that if the Supplier or other party fails to consider and verify an invoice, in accordance with Paragraph 11.11.2, the invoice shall be regarded as valid and undisputed for the purpose of Paragraph 11.11.4 after a reasonable time has passed;

11.19.4. requiring the Supplier to pay any undisputed sums which are due from it to the Subcontractor within a specified period not exceeding thirty (30) days from the receipt of a valid and undisputed invoice;

11.19.5. giving the Buyer a right to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period;

11.19.6. requiring the Subcontractor to include a clause to the same effect as this Paragraph 11.11 in any contracts it enters into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Call-Off Contract; and

11.20. relating to:

(a) key performance indicators and subsidiary performance indicators in substantially the same form as the Performance Measures under this Call-Off Contract adjusted to provide appropriate headroom for the Supplier;

(b) performance requirements to be substantially in the form of the applicable requirements in the Specification and the Call-Off Contract more generally;

(c) appropriate levels of insurance having due regard to the nature of the Deliverables to be Delivered under or in relation to the relevant contract;

11.21. The Supplier shall:

11.21.1. pay any undisputed sums which are due from it to a Subcontractor within 30 days from the receipt of a valid and undisputed invoice; and

11.21.2. include within the Performance Monitoring Report produced by it pursuant to Part B of Call-Off Schedule 14 (Key Performance Indicators) a summary of its compliance with Paragraph 11.12.1, such data to be certified every three (3) months, beginning on the Mobilisation Start Date for the Call-Off Contract Period, by a director of the Supplier as being complete, accurate and not misleading.

11.22. Notwithstanding any other provision of this Call-Off Contract, if the Supplier notifies the Buyer that the Supplier has failed to pay a Subcontractor's undisputed invoice within thirty (30) days of receipt, or the Buyer otherwise discovers the same, the Buyer shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).

Management of Subcontractors

11.23. The Supplier shall:

11.23.1. provide performance monitoring against agreed KPIs and SPIs in respect of its subcontractors (of the first two tiers) or any Key Subcontractor to the Buyer as part of the Key Account Management Meeting (KAMM) (as described further in Call-Off Schedule 15 (Call-Off Contract Management);

11.23.2. comply with the reporting requirements in Service A7 (Reporting) in Call-Off Schedule 20 (Specification) where data is sourced from Subcontractors (of the first two tiers) or any Key Subcontractor.

11.24. The Supplier shall undertake an assessment, not less than annually, of its Subcontractor capacity and overall Delivery of the Deliverables including without limitation sub-contracted Deliverables against associated KPIs and SPIs under this Call-Off Contract and the relevant Sub-Contract and the Supplier shall share this assessment (in full and without deletion or redaction) with the Buyer not later than twenty (20) Working Days after the end of the relevant Contract Year, or not later than twenty (20) Working Days after completion of the assessment if conducted on a more frequent basis than annually.

11.25. The Supplier shall conduct Benchmarking of the Deliverables against the provision from other Service providers and report on its findings to the Buyer not less than annually within twenty (20) Working Days after the end of the relevant Contract Year.

11.26. The Supplier shall Audit and inspect the Subcontractors' Delivery of the Deliverables to ensure that they comply at all times with the requirements of the Call-Off Contract and the Sub-Contract requirements on quality, health and safety, environmental and applicable Law.

11.27. The Supplier shall from the Mobilisation Start Date:

11.27.1. establish and maintain appropriate records and information management systems to record and manage the performance of the Subcontractors;

11.27.2. receive, check and authorise invoices for payment in respect of Billable Works provided by Subcontractors pursuant to the relevant Service Order; and

11.27.3. procure the implementation of appropriate Supplier processes and procedures that enable Subcontractors to consistently Deliver the Deliverables in accordance with the Buyer's requirements.

11.28. Subject always to Paragraphs 2.1 – 2.4 of this Call-Off Schedule 34 (Special Terms), the Supplier shall take all reasonable steps to engage SMEs and local supply chain partners as Subcontractors to strengthen regional supply chain resilience and reduce the impact of the Deliverables on the environment.

11.29. The Supplier shall report to the Buyer on the number of engagements held with SMEs and the number of SMEs appointed as Subcontractors and/or Key Subcontractors within its normal reporting procedures.

11.30. The Supplier shall be held responsible for all Supplier Staff Delivering the Deliverables

and shall ensure that at all times the Supplier Staff are properly trained, managed and supervised.

11.31. The Supplier shall procure that all Subcontractors carry adequate insurance having regard to the nature of the Deliverables to be Delivered under the relevant Sub-Contract and that they are legally and professionally compliant in all activities Delivering the Deliverables under or in relation to this Call-Off Contract at the Buyer Premises.

Termination Contracts

11.32. In addition to the rights contained in Clause 10.8 (When Subcontracts can be ended) of the Core Terms the Buyer shall be entitled to require the Supplier to terminate a Sub-Contract or procure that a Sub-Contract is terminated where:

11.32.1. the relevant Subcontractor has failed to comply in the performance of its Sub-Contract with legal obligations in the fields of environmental, social or labour law;

11.32.2. the Buyer has found grounds for exclusion of the Subcontractor.

Competitive Terms

11.33. If the Buyer is able to obtain from any Subcontractor or any other third party (on a like-for-like basis) more favourable commercial terms with respect to the supply of any goods, software or services used by the Supplier or the Supplier Staff in the Delivery of the Deliverables, then the Buyer may:

11.33.1. require the Supplier to replace its existing commercial terms with that person with more favourable commercial terms obtained by the Buyer in respect of the relevant item; and

11.33.2. subject to Paragraph 11.15, enter into a direct agreement with that Subcontractor or third party in respect of the relevant item.

11.34. If the Buyer exercises either of its options pursuant to Paragraph 11.16, then the Charges shall be reduced by an amount that is agreed in accordance with the Variation Procedure or determined in accordance with the Dispute Resolution Procedure.

11.35. The Buyer's right to enter into a direct agreement for the supply of the relevant items is subject to:

11.35.1. the Buyer making the relevant item available to the Supplier where this is necessary for the Supplier to Deliver the Deliverables; and

11.35.2. any reduction in the Charges taking into account any unavoidable costs payment by the Supplier in respect of the substituted item, including in respect of any licence fees or early termination charges.

Retention of Legal Obligations

11.36. Notwithstanding the Supplier's right to Sub-Contract pursuant to this Paragraph 11, the Supplier shall remain responsible for all acts and omissions of its Subcontractors and the acts and omissions of those employed or engaged by the Subcontractors as if they were its own.

Exclusion of Subcontractors

11.37. Where the Buyer considers whether there are grounds for the exclusion of a Subcontractor of the Public Contracts Regulations 2015, then:

11.37.1. if the Buyer finds there are compulsory grounds for exclusion, the Supplier shall replace or procure replacement or shall not appoint the Subcontractor;

11.37.2. if the Buyer finds there are non-compulsory grounds for exclusion, the Buyer may require the Supplier to replace or procure replacement or not to appoint the Subcontractor and the Supplier shall comply with such a requirement

12. Not relevant to Security Control Centre

13. Guarantee

13.1. Upon written request from the Buyer at any time on or around the Effective Date the Supplier shall:

13.1.1. procure that the Guarantor shall execute and deliver to the Buyer the Guarantee substantially in the form set out in Joint Schedule 8 (Guarantee) or in such other form as the Buyer may, in its absolute discretion agree;

13.1.2. deliver to the Buyer a certified copy extract of the board minutes of the Guarantor approving the execution of the Guarantee; and where the Guarantor is not a company incorporated in England or Wales, deliver to the Buyer written evidence in accordance with Paragraphs 14.2 and 14.3 of this Call-Off Schedule 34 (Special Terms).

In each case within seven (7) days of the Buyer's written request**.**

13.2. Where the Guarantor is not a company incorporated in England or Wales, the Supplier shall use its best endeavours to ensure that the Guarantor provides, to the reasonable satisfaction of the Buyer and at its own cost, written evidence that is:

13.2.1. In English; and

13.2.2. From independent legal counsel registered in the country of the Guarantor's incorporation, confirming, without limitation, that the:

i. Guarantor has the capacity to enter into and perform its rights and obligations under the ultimate holding company guarantee;

ii. Guarantor has taken all necessary corporate action to authorise its entry into and performance of its obligations thereunder;

iii. authorised signatory/signatories has/have authority to do so on behalf of the Guarantor;

iv. Guarantor was not insolvent at the time of the delivery of the Guarantee;

v. searches and inquiries carried out by the opining party gave no indication that an application for winding-up, bankruptcy or company reorganisation or appointment of any administrator or bankruptcy trustee has been registered with the relevant authority;

vi. Guarantor's entry into and performance of the Guarantee does not contravene or violate any provisions of its articles of association (or equivalent document) or any applicable Law, statute, rule or regulation in the Guarantor's country of incorporation;

vii. Guarantor's submission to the jurisdiction of the courts of England is legal, valid and binding under the Laws of the Guarantors country of incorporation; and

viii. choice of English Law as the governing Law of the ultimate holding company guarantee will be recognised and applied as a valid choice of Law by the courts in the Guarantor's country of incorporation.

13.3 Where Paragraph 13.2 above applies, the Supplier shall ensure that the Guarantor provides, to the reasonable satisfaction of the Buyer and at its own cost, written evidence:

13.3.1 that is in English;

13.3.2 that is from independent legal counsel registered in England and Wales; and

13.3.3 that the form of Guarantee when executed and dated would be legally binding and enforceable in the jurisdiction of the English courts.

13.3.4 Any failure by the Buyer to comply with this Paragraph 13 shall be deemed to be a material Default.

14. Multi Party Disputes

14.1. All Multi-Party Disputes shall be resolved in accordance with the procedure set out in this Paragraph 14 (the **Multi-Party Dispute Resolution Procedure**).

14.2. If, at any time, the Buyer reasonably considers that the matters giving rise to the Dispute involve one or more Related Third Parties, then the Buyer shall be entitled to determine that the Dispute is a Multi-Party Dispute and to serve a notice on the Supplier which sets out the Buyer's determination that the Dispute is a Multi-Party Dispute and specifies the Related Third Parties which are to be involved in the Multi-Party Dispute Resolution Procedure, such notice (a **Multi-Party Procedure Initiation Notice)**.

14.3. Without prejudice to the generality of Paragraph 14.2 the Buyer may specify that the Integrator is, by virtue of its role, a Related Third Party and is to be involved in the Multi-Party Dispute Resolution Procedure pursuant to Paragraph 14.2 of this Call-Off Schedule 34 (Special Terms).

14.4. If, at any time, the Supplier has reasonable grounds to believe that the matters giving rise to the Dispute have been contributed to by one or more Related Third Parties, the Supplier may serve a Supplier Request on the Buyer.

14.5. The Buyer shall (acting reasonably) consider each Supplier Request and shall determine within five (5) Working Days whether the Dispute is:

14.5.1. a Multi-Party Dispute, in which case the Buyer shall serve a Multi-Party Procedure Initiation Notice on the Supplier; or

14.5.2. not a Multi-Party Dispute, in which case the Buyer shall serve written notice of such determination upon the Supplier and the Dispute shall be treated in accordance with the Dispute Resolution Procedure.

14.6. If the Buyer has determined, following a Supplier Request, that a Dispute is not a Multi-Party Dispute, the Supplier may not serve another Supplier Request with reference to the same Dispute.

14.7. Following service of a Multi-Party Procedure Initiation Notice a Multi-Party Dispute shall be dealt with by a board (in relation to such Multi-Party Dispute, the **Multi-Party Dispute Resolution Board**) comprising representatives from the following parties to the Multi-Party Dispute, each of whom shall be of a suitable level of seniority to finalise any agreement with the other parties to settle the Multi-Party Dispute:

14.7.1. the Buyer;

14.7.2. the Supplier;

14.7.3. each Related Third Party involved in the Multi-Party Dispute; and

14.7.4. any other representatives of any of the Parties and/or any Related Third Parties whom the Buyer considers necessary,

(together the **Multi-Party Dispute Representatives**).

14.8. The Parties agree that the Multi-Party Dispute Resolution Board shall seek to agree the relevant Multi-Party Dispute in accordance with the following principles and procedures:

14.8.1. the Parties shall procure that their Multi-Party Dispute Representatives attend, and shall endeavour to procure that the Multi-Party Dispute Representatives of each Related Third Party attend, all meetings of the Multi-Party Dispute Resolution Board in respect of the Multi-Party Dispute;

14.8.2. the Multi-Party Dispute Resolution Board shall first meet within ten (10) Working Days of service of the relevant Multi-Party Procedure Initiation Notice at such time and place as the Parties may agree or, if the Parties do not reach agreement on the time and place within five (5) Working Days of service of the relevant Multi-Party Procedure Initiation Notice, at the time and place specified by the Buyer, provided such place is at a neutral location within England and

that the meeting is to take place between 9.00am and 5.00pm on a Working Day; and

14.8.3. in seeking to resolve or settle any Multi-Party Dispute, the members of the Multi-Party Dispute Resolution Board shall have regard to the principle that a Multi-Party Dispute should be determined based on the contractual rights and obligations between the Parties and the Related Third Parties and that any apportionment of costs should reflect the separate components of the Multi- Party Dispute.

14.9. If a Multi-Party Dispute is not agreed between the Parties and all Related Third Parties within twenty-five (25) Working Days of the issue of the Multi-Party Procedure Initiation Notice (or such longer period as the Parties may agree in writing), then either Party may refer the Multi- Party Dispute to mediation in which case Clause 34.2 (Resolving disputes) of the Core Terms shall apply.

15. Virtual Library

15.1. The Supplier shall, no later than eight (8) weeks prior to the Start Date and without charge to the Buyer, create a Virtual Library on which the Supplier shall (subject to any applicable legislation governing the use or processing of Personal Data) make information about this Call-Off Contract available in accordance with the requirements outlined in this Paragraph 15.

15.2. The Supplier shall ensure that the Virtual Library is:

15.2.1. capable of holding and allowing access to the information described in Annex 2 of this Call-Off Schedule 34 (Special Terms) and includes full and accurate file details of all uploaded items including date and time of upload, version number and the name of the uploader;

15.2.2. structured so that each document uploaded has a unique identifier which is automatically assigned;

15.2.3. readily accessible by the Buyer at all times in full via a user-friendly, password protected interface to such nominated users as are notified to the Supplier by the Buyer from time to time;

15.2.4. structured so as to allow nominated users to download either specific documents or the complete Virtual Library (to the extent it has Access Permission) in bulk and store and view the content offline (on a regular and automated basis);

15.2.5. structured and maintained in accordance with the security requirements as set out in this Call-Off Contract including those set out in Call-Off Schedule 9 (Security);

15.2.6. created and based on open standards in accordance with this Call-Off Contract and any standards notified to the Supplier by the Buyer at any time; and

15.2.7. backed up on a secure off-site system.

15.2.8. For the avoidance of doubt, the Virtual Library (excluding any Software used to host it) shall form a database which constitutes New IPR which shall be owned by the Buyer pursuant to Core Terms Clause 9.2 (Intellectual Property Rights (IPRs)).

15.2.9. The Supplier shall upload complete and accurate information specified in Annex 2 by the Initial Upload Date (except where prior to the launch of the Virtual Library in which case the date at which the Virtual Library is made available in accordance with Paragraph 1.1) onto Virtual Library in the format specified.

15.3. Upon any document being uploaded to the Virtual Library, and where the Buyer has been granted Access Permission to that document, the Supplier shall email on the same date as the upload, a copy of the document to the nominated Buyer email address at: [redacted]

15.4. The Supplier's upload of any information onto the Virtual Library shall not satisfy the Supplier's obligation under any other provision of this Call-Off Contract to provide the Buyer with that information.

15.5. Except to the extent that the requirements provide for earlier and more regular Buyer access to up-to-date information, Annex 2 shall not take precedence over any other obligation to provide information in this Call-Off Contract and the Supplier shall refer to the applicable clause for further details as to the requirement.

15.6. The Supplier shall provide each specified person (as set out in column 6 of the table at Annex 2) access to view and download the specified information in the Virtual Library in Annex 2 subject upon the occurrence of the event specified in the column marked Access Permission in Annex 2 to this Schedule.

15.7. Where Access Permission is not listed (in column 6 of the table at Annex 2) as being subject to the occurrence of a certain event the Supplier shall grant access to the person and information specified (in column 6 of the table at Annex 2) from the Initial Upload Date.

15.8. Where Access Permission is specified as being granted to the Buyer's Third Party Auditor (prior to the Buyer being granted access) it shall:

15.8.1. be entitled to access, view and download information specified in Annex 2 subject to it entering into a confidentiality agreement with the Supplier to keep the contents confidential (except to the extent disclosure of the confidential information is required under Paragraph 15.10.2 of this Call-Off Schedule 34 (Special Terms)); and

15.8.2. report to the Buyer (at its request) as to the completeness and accuracy of the information but not the substance of the information.

15.9. The Supplier shall ensure that the Virtual Library retains in an accessible form all historic or superseded records of the information specified in Annex 2. In order to maintain the integrity of the historic archive of the information and documentation and for the purposes of maintaining a clear audit trail, the Supplier shall not delete or overwrite any information that has been stored in the Virtual Library, except for the purposes of maintenance (provided no information is lost during maintenance) or to enable the Supplier to comply with UK GDPR, Joint Schedule 11 (Processing Data) and/or any applicable Law.

15.10. The Supplier warrants that the information uploaded to the Virtual Library is accurate, complete, up-to-date and in accordance with this Call-Off Contract at the date of upload.

15.11. Where the Supplier becomes aware that any of the information provided on the Virtual Library is materially inaccurate, incomplete or out of date (other than in respect of historic versions of documents), the Supplier shall provide an update to the information within fourteen (14) days unless already due to be updated beforehand due to an Update Requirement specified in Annex 2.

15.12. In the event of a conflict between any requirement in this Call-Off Contract (excluding Annex 2) for the Supplier to provide information to the Buyer and the requirements set out in Annex 2 of this Schedule, the requirement elsewhere in this Call-Off Contract shall prevail.

15.13. The Supplier shall ensure that all approved users of the Virtual Library are alerted by email each time that information in the Virtual Library is uploaded or updated as it occurs.

15.14. No later than one (1) Month prior to the Start Date, the Supplier shall provide training manuals to the Buyer relating to the use of the Virtual Library.

15.15. On request by the Buyer the Supplier shall provide the Buyer's nominated users with a reasonable level of training and ongoing support to enable them to make use of the Virtual Library.

15.16. For the avoidance of doubt, the cost of any redactions, access restrictions or compliance with the UK GDPR, Joint Schedule 11 (Processing Data) and/or any applicable Law in respect of the information hosted on the Virtual Library shall be at the Supplier's own cost and expense.

15.17. On or before expiry or earlier termination of this Call-Off Contract, the Supplier shall make available an up-to date, complete and accurate Virtual Library to the Replacement Supplier on request by the Buyer.

16. Execution

16.1 The Parties shall execute this Call-Off Contract by means of the DocuSign electronic execution process. The date upon which the last Party executes the Call-Off Contract shall be the Effective Date.

16.2 Notwithstanding the manner of signature of this Call-Off Contract it is agreed that the limitation period within which any claim may be brought shall be the same limitation period as if this Call-Off Contract had been duly executed and delivered as a deed. The Buyer and the Supplier agree not to raise in defence of any such claim a shorter limitation period whether pursuant to the Limitation Act 1980 (as the same may be amended or reenacted from time to time) or otherwise.

Annex 1

Ethical Walls Agreement

[THE BUYER]

and

[THE COUNTERPARTY]

ETHICAL WALLS AGREEMENT

This Agreement is dated [ ] 20[ ].

BETWEEN:

(a) **[insert NAME OF BUYER]** (the "**Buyer**") [acting on behalf of the Crown] of **[insert** Buyer's address]; and

(b) **[NAME OF COUNTERPARTY]** a [company]/[limited liability partnership] registered in England and Wales under registered number **[insert** registered number] whose registered office is at **[insert** Counterparty's registered address] (the "**Counterparty**"),

together the "**Parties**" and each a "**Party**".

BACKGROUND

(A) The Buyer is obliged to ensure transparency, fairness, non-discrimination and equal treatment in relation to its procurement process pursuant to the Procurement Regulations (defined below). The purpose of this document ("**Agreement**") is to define the protocols to be followed to prevent, identify and remedy any conflict of interest (whether actual, potential or perceived) in the context of the Purpose (defined below).

(B) The Buyer is conducting a procurement exercise for the [supply/purchase/provision] of **[insert** details of project/goods/services] (the "**Purpose**").

(C) The Parties wish to enter into this Agreement to ensure that a set of management processes, barriers and disciplines are put in place to ensure that conflicts of interest do not arise, and that the Counterparty does not obtain an unfair competitive advantage over Other Bidders.

IT IS AGREED:

1. Definitions and Interpretation

1.1 The following capitalised words and expressions shall have the following meanings in this Agreement and its recitals:

"**Affiliate**" means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;

"**Agreement**" means this ethical walls agreement duly executed by the Parties;

"**Bid Team**" means any Representatives of the Counterparty, any of its Affiliates and/or any Subcontractors connected to the preparation of an ITT Response;

"**Crown Body**" means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics, including:

(a) Government Departments;

(b) Non-Departmental Public Bodies or Assembly Sponsored Public Bodies (advisory, executive, or tribunal);

(c) Non-Ministerial Departments; or

(d) Executive Agencies;

"**Conflicted Personnel**" means any Representatives of:

(a) the Counterparty;

(b) any of the Counterparty's Affiliates; and/or

(c) any Subcontractors,

who, because of the Counterparty's, any of its Affiliates' and/or any Subcontractors' relationship with the Buyer under any Contract, have or have had access to information which creates or may create a conflict of interest or provide the Bid Team with an unfair advantage as regards information Other Bidders would not have;

"**Contract**" means any pre-existing or previous contract between the Buyer and:

(a) the Counterparty;

(b) any of the Counterparty's Affiliates;

(c) any Subcontractor; and

(d) any other Third Party,

relating to the subject matter of the Purpose at the date of the commencement of the ITT Process;

"**Control**" means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and "**Controls**" and "**Controlled**" shall be interpreted accordingly;

"**Effective Date**" means the date of this Agreement as set out above;

"**Invitation to Tender**" or "**ITT**" means an invitation to submit tenders issued by the Buyer as part of an ITT Process (and shall include an Invitation to Negotiate);

"**ITT Process**" means, with regard to the Purpose, the relevant procedure provided for in the Procurement Regulations (as amended), which the Buyer has elected to use to select a contractor or contractors, together with all relevant information, data, correspondence and/or documents issued and/or made available by or on behalf of the Buyer as part of that procurement exercise and all information, correspondence and/or documents issued and/or made available by or on behalf of the bidders in response together with any resulting contracts;

"**ITT Response**" means the tender(s) submitted, or to be submitted, by the Counterparty, any of its Affiliates and/or any Subcontractors in response to any invitation(s) to submit bids under the ITT process;

"**Other Bidder**" means any other bidder or potential bidder that is not the Counterparty or any of its Affiliates that has taken or is taking part in the ITT Process;

"**Procurement Process**" means the period commencing on the earlier of: (a) the publication of the first notice in relation to the Purpose; and (b) the execution of this Agreement, and ending on the occurrence of: (i) the publication by the Buyer of all contract award notices that result from the ITT Process; or (ii) the abandonment or termination of the ITT Process as notified by the Buyer;

"**Procurement Regulations**" means the Public Contracts Regulations 2015, the Public Procurement (Amendment etc.)(EU Exit) Regulations 2020, the Defence and Security Public Contracts Regulations 2011, the Utilities Contracts Regulations 2016, and the Concession Contracts Regulations 2016, each as amended from time to time;

"**Professional Advisor**" means a supplier, subcontractor, advisor or consultant engaged by the Counterparty and/or any of its Affiliates under the auspices of compiling its ITT response;

"**Purpose**" has the meaning given to it in recital B to this Agreement;

"**Representative**" refers to a person's officers, directors, employees, advisers (including the officers, directors, employees, advisers and agents of any Professional Advisors), agents and, where the context admits, providers or potential providers of finance (including their representatives) to the Counterparty, any of its Affiliates and/or any subcontractors engaged in connection with the ITT Process;

"**Subcontractor**" means an existing or proposed subcontractor of:

(a) the Counterparty; and/or

(b) any of the Counterparty's Affiliates,

who is connected to the preparation of an ITT Response (including key subcontractors named in the ITT Response);

"**Third Party**" means any person who is not a Party, including Other Bidders, their Affiliates and/or their Representatives; and

"**Working Day**" means any day of the week other than a weekend, when Banks in England and Wales are open for business.

1.2 Reference to the disclosure of information includes any communication or making available information and includes both direct and indirect disclosure.

1.3 Reference to the disclosure of information, or provision of access, by or to the Buyer, the Counterparty, any of the Counterparty's Affiliates and/or any Subcontractors includes disclosure, or provision of access, by or to the Representatives of the Buyer, the Counterparty, any of its Affiliates and/or any Subcontractors (as the case may be).

1.4 Reference to persons includes legal and natural persons.

1.5 Reference to any enactment is to that enactment as amended, supplemented, re-enacted or replaced from time to time.

1.6 Reference to clauses and recitals is to clauses of and recitals to this Agreement.

1.7 Reference to any gender includes any other.

1.8 Reference to writing includes email.

1.9 The terms "**associate**", "**holding company**", "**subsidiary**", "**subsidiary undertaking**" and "**wholly owned subsidiary**" have the meanings attributed to them in the Companies Act 2006, except that for the purposes of section 1159(1)(a) of that Act, the words 'holds a majority of the voting rights' shall be changed to 'holds 30% or more of the voting rights', and other expressions shall be construed accordingly.

1.10 The words "**include**" and "**including**" are to be construed without limitation.

1.11 The singular includes the plural and vice versa.

1.12 The headings contained in this Agreement shall not affect its construction or interpretation.

2. Ethical Walls

2.1 In consideration of the sum of £1 payable by the Buyer to the Counterparty, receipt of which is hereby acknowledged, the Parties agree to be bound by the terms of this Agreement.

Conflicts of Interest

2.2 The Counterparty:

2.2.1 shall take all appropriate steps to ensure that neither the Counterparty, nor its

Affiliates, nor any Subcontractors nor any Representatives are in a position where, in the reasonable opinion of the Buyer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Counterparty, any of its Affiliates, any Subcontractors and/or any Representatives and the duties owed to the Buyer under any Contract or pursuant to an open and transparent ITT Process; and

2.2.2 acknowledges and agrees that a conflict of interest may arise in situations where the Counterparty, any of its Affiliates, any Subcontractors and/or any Representatives intend to take part in the ITT Process and because of the Counterparty's, any of its Affiliates', any Subcontractors' and/or any Representatives' relationship with the Buyer under any Contract, the Counterparty, any of its Affiliates, any Subcontractors and/or any Representatives have or have had access to information which could provide the Counterparty, any of its Affiliates, any Subcontractors and/or any Representatives with an advantage and render unfair an otherwise genuine and open competitive ITT Process.

2.3 Where there is or is likely to be a conflict of interest, or the perception of a conflict of interest, of any kind in relation to the ITT Process, the Counterparty shall take such steps that are necessary to eliminate the conflict of interest to the Buyer's satisfaction, including one or more of the following:

2.3.1 not assigning any of the Conflicted Personnel to the Bid Team at any time;

2.3.2 providing to the Buyer promptly upon request a complete and up to date list of any Conflicted Personnel and the personnel comprising the Bid Team and reissue such list to the Buyer promptly upon any change to it;

2.3.3 ensuring that no act or omission by itself, its Affiliates, any Subcontractors and/or any Representatives results in information of any kind, however conveyed, or in any format and however so stored:

(a) about the ITT Process (gleaned from the performance of any Contract or otherwise); and/or

(b) which would or could in the opinion of the Buyer confer an unfair advantage on the Counterparty in relation to its participation in the ITT Process,

becoming available to the Bid Team where the Buyer has not made generally available that information to Other Bidders;

2.3.4 ensuring that by no act or omission by itself, its Affiliates, any Subcontractors and/or any Representatives and in particular the Bid Team results in information of any kind, however conveyed, in any format and however so stored about the ITT Process, its operation and all matters connected or ancillary to it becoming available to the Conflicted Personnel;

2.3.5 ensure that agreements that flow down the Counterparty's obligations in this Agreement, are entered into as necessary, between the Counterparty and its Affiliates and any Subcontractors [in a form to be approved by the Buyer];

2.3.6 physically separating the Conflicted Personnel and the Bid Team, either in separate buildings or in areas with restricted access;

2.3.7 providing regular training to its Affiliates, any Subcontractors and/or Representatives to ensure it is complying with this Agreement;

2.3.8 monitoring Conflicted Personnel movements within restricted areas (both physical and electronic online areas) to ensure it is complying with this Agreement and to ensure adherence to the ethical wall arrangements the

Counterparty, its Affiliates, any Subcontractors and/or any Representatives have put in place in order to comply with this Agreement;

2.3.9 ensuring that the Conflicted Personnel and the Bid Team are line managed and report independently of each other; and

2.3.10 complying with any other action as the Buyer, acting reasonably, may direct in connection with the ITT Process and/or this Agreement.

Notification of Conflicts of Interest

2.4 The Counterparty shall:

2.4.1 notify the Buyer immediately in writing of all perceived, potential and/or actual conflicts of interest that arise or have arisen;

2.4.2 submit in writing to the Buyer full details of the nature of the perceived, potential and/or actual conflict of interest including full details of the risk assessments undertaken, the impact or potential impact of the perceived, potential and/or actual conflict, the measures and arrangements that have been established and/or are due to be established, to eliminate the perceived, potential and/or actual conflict, and the Counterparty's plans to prevent potential conflicts of interests from arising ("**Proposed Avoidance Measures**"); and

2.4.3 seek the Buyer's approval to the Proposed Avoidance Measures which the Buyer shall have the right to grant, grant conditionally or deny (if the Buyer rejects the Proposed Avoidance Measures the Counterparty shall repeat the process set out in this Paragraph 2.4 until such time as the Buyer grants approval or the Counterparty withdraws from the ITT Process).

2.5 The Counterparty will provide to the Buyer, on demand, any and all information in relation to its adherence with its obligations set out under Paragraphs 2.2 and 2.3 as reasonably requested by the Buyer.

2.6 The Buyer reserves the right to require the Counterparty to demonstrate the measures put in place by the Counterparty under Paragraphs 2.2 and 2.3.

2.7 The Counterparty acknowledges that any provision of information or demonstration of measures, in accordance with Paragraphs 2.5 and 2.6, does not constitute acceptance by the Buyer of the adequacy of such measures and does not discharge the Counterparty of its obligations or liability under this Agreement.

Exclusion from the ITT Process

2.8 Where, in the reasonable opinion of the Buyer, there has been any breach by the Counterparty of Paragraphs 2.2, 2.3, or 2.4 or failure to obtain the Buyer's approval of the Proposed Avoidance Measures the Buyer shall be entitled to exclude the Counterparty, or any of its Affiliates and/or any Representatives, from the ITT Process, and the Buyer may, in addition to the right to exclude, take such other steps as it deems necessary.

2.9 The actions of the Buyer pursuant to Paragraph 2.8 shall not prejudice or affect any right of action or remedy under this Agreement or at law which shall have accrued or shall thereafter accrue to the Buyer.

Bid Costs

2.10 In no event shall the Buyer be liable for any bid costs incurred by:

2.10.1 the Counterparty or any of its Affiliates, any Representatives and/or any Subcontractors; or

2.10.2 any Third Party,

as a result of any breach of this Agreement by the Counterparty, any of its Affiliates, any Subcontractors and/or Representatives, including where the Counterparty, any of its Affiliates, any Subcontractors or Representatives, or any Third Party is or are excluded from the ITT Process.

Specific Remedies

2.11 The Counterparty acknowledges and agrees that:

2.11.1 neither damages nor specific performance are adequate remedies in the event of a breach of the obligations in Paragraph 2; and

2.11.2 in the event of a breach of any of the obligations in Paragraph 2 which cannot be effectively remedied the Buyer shall have the right to terminate both this Agreement and the Counterparty's participation in the ITT Process in each case with immediate effect on written notice.

3. Sole Responsibility

3.1 It is the sole responsibility of the Counterparty to comply with the terms of this Agreement, including ensuring its Affiliates, any Subcontractors, and/or any Representatives comply with the terms of this Agreement. No approval by the Buyer of any procedures, agreements or arrangements provided by the Counterparty, any of its Affiliates, any Subcontractors and/or their Representatives to the Buyer shall discharge the Counterparty's obligations.

4. Waiver and Invalidity

4.1 No failure or delay by any Party in exercising any right, power or privilege under this Agreement or by law shall constitute a waiver of that or any other right, power or privilege, nor shall it restrict the further exercise of that or any other right, power or privilege. No single or partial exercise of such right, power or privilege shall prevent or restrict the further exercise of that or any other right, power or privilege.

4.2 If any provision of this Agreement is prohibited or unenforceable in any jurisdiction in relation to any Party, such prohibition or unenforceability will not invalidate the remaining provisions of this Agreement, or affect the validity or enforceability of the provisions of this Agreement in relation to any other Party or any other jurisdiction.

5. Assignment and Novation

5.1 The Counterparty shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Agreement without the prior written consent of the Buyer.

5.2 The Buyer may assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Agreement and/or any associated licences to:

5.2.1 any Crown Body; or

5.2.2 to a body other than a Crown Body (including any private sector body) which performs any of the functions that previously had been performed by the Buyer; and

5.2.3 the Counterparty shall, at the Buyer's request, enter into a novation agreement in such form as the Buyer may reasonably specify in order to enable the Buyer to exercise its rights pursuant to this Paragraph 5.

5.3 A change in the legal status of the Buyer such that it ceases to be a Crown Body shall not affect the validity of this Agreement and this Agreement shall be binding on any successor body to the Buyer.

6. Contracts (Rights of Third Parties) Act 1999

6.1 A person who is not a Party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 (as amended, updated or replaced from time to time) to enforce any term of this Agreement, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

7. Transparency

7.1 The Parties acknowledge and agree that the Buyer is under a legal duty pursuant to the Procurement Regulations to run transparent and fair procurement processes. Accordingly, the Buyer may disclose the contents of this Agreement to Other Bidders (and/or potential Other Bidders) for the purposes of transparency and in order to evidence that a fair procurement process has been followed.

8. Notices

8.1 Any notices sent under this Agreement must be in writing.

8.2 The following table sets out the method by which notices may be served under this Agreement and the respective deemed time and proof of service:

Manner of Delivery	**Deemed time of service**	**Proof of service**
Email.	9.00am on the first (1st) Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message.
Personal delivery.	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day.	Properly addressed and delivered as evidenced by signature of a delivery receipt.
Prepaid, Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery.	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm).	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt.

8.3 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under this Agreement:

	Counterparty	**Buyer**
Contact		
Address		
Email		

8.4 This Paragraph 8 does not apply to the service of any proceedings or other documents in any legal action or other method of dispute resolution.

9. Waiver and Cumulative Remedies

9.1 The rights and remedies under this Agreement may be waived only by notice, and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Agreement or by law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

9.2 Unless otherwise provided in this Agreement, rights and remedies under this Agreement are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise.

10. Term

10.1 Each Party's obligations under this Agreement shall continue in full force and effect for period of [ ] years from the Effective Date/[or for the period of the duration of the Procurement Process]

11. Governing Law and Jurisdiction

11.1 This Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

11.2 The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

Signed by the Buyer

Name:

Signature:

Position in Buyer:

Signed by the Counterparty

Name:

Signature:

Position in Counterparty:

Annex 2

Records to Upload to Virtual Library

Applicable Clause/Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Paragraph 20 (Service A4 – Service Delivery Plan) in Call-Off Schedule 20 (Specification)	Service Delivery Plan	As appropriate and agreed by the Buyer during the Mobilisation Period	Final version submitted and approved within the Mobilisation Period	Reviewed at least every six (6) Months (or when opportunities for Continuous Improvements are identified)	Buyer
Refer to Paragraph 3 within Joint Schedule 5 (Corporate Social Responsibility)	Annual Slavery and Human Trafficking Report	To be agreed within thirty (30) days of the Mobilisation Start Date	Within twelve (12) Months	Every twelve (12) Months	Buyer
Call-Off Schedule 7 (Key Supplier Staff) Refer to Paragraph 20.5.8 and 20.5.13 within Call-Off Schedule 20 (Specification)	Key Supplier Staff	Refer to Annex 1 within Call-Off Schedule 7 (Key Supplier Staff)	Effective Date	On replacement, removal or absence of Key Supplier Staff	Buyer
Refer to Paragraph 1.6. within Joint Schedule 6 (Key	Notified Key Subcontractors	Annex 1 within Joint Schedule 6 (Key Subcontractors)	Effective Date	On replacement of Key Subcontractor	Buyer

Applicable Clause/Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Subcontractors) Refer to Paragraph 11 within Call-Off Schedule 34 (Special Terms) Refer to Paragraph 11 within Call-Off Schedule 34 (Special Terms)					
Refer to Paragraphs 2 and 3 within Joint Schedule 12 (Supply Chain Visibility)	Supply Chain Management Information Reports	Refer to Annex 1 within Joint Schedule 12 (Supply Chain Visibility)	To be agreed within thirty (30) days of Mobilisation Start Date	To be agreed within thirty (30) days of Mobilisation Start Date	Buyer
Refer to Paragraph 2 and Part B within Call-Off Schedule 14 (Key Performance Indicators)	Performance Monitoring Report and others as detailed and agreed	Refer to Part B within Call-Off Schedule 14 (Key Performance Indicators)	To be agreed during the Mobilisation Period	To be agreed during the Mobilisation Period	Buyer

Applicable Clause/Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Refer to Service A8 – Performance Reporting within Call-Off Schedule 20 (Specification)					
Refer to Part B, Table A and Table B within Joint Schedule 5 (Corporate Social Responsibility)	Evidence of compliance with sustainability requirements	-	On reasonable request by Buyer, provided that such requests are limited to two (2) per Contract Year	On reasonable request by Buyer, provided that such requests are limited to two (2) per Contract Year	Buyer
Refer to Paragraph 12 within Joint Schedule 5 (Corporate Social Responsibility)	Diversity and Equality Delivery Plan	Refer to Paragraph 12 within Joint Schedule 5 (Corporate Social Responsibility)	Six (6) Months after the Mobilisation Start Date	Annually	Buyer
Refer to Paragraphs 6 and 7 within Call-Off Schedule 9 (Security)	Security Management Plan	Refer to Paragraph 6.2. and Annex 2 within Call-Off Schedule 9 (Security)	Within twenty (20) days of the Mobilisation Start Date	Regular review and at least annually	Buyer

Applicable Clause/Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Refer to Paragraph 5 within Call-Off Schedule 9 (Security)	Information Security Management System	Refer to Paragraphs 5.4. to 5.6. within Call-Off Schedule 9 (Security)	Within twenty (20) days of the Mobilisation Start Date	Regular review and at least annually	Buyer
Refer to Paragraphs 3 and 4 within Call-Off Schedule 9 (Security)	Security certificates Cyber Essentials Plus, ISO certification etc	As appropriate and agreed by the Buyer	Prior to receiving, storing or processing any Buyer Data	-	-
Refer to Joint Schedule 3 (Insurance Requirements)	Evidence of Insurances	In a form satisfactory to the Relevant Authority	Effective Date	Within fifteen (15) days after policy renewal or replacement	Buyer
Refer to Joint Schedule 4 (Commercially Sensitive Information)	Commercially Sensitive Information	Refer to Joint Schedule 4 (Commercially Sensitive Information)	Effective Date	Upon Agreement by the Buyer to vary the information	Buyer and/or Auditor
Paragraph 11 of Call-Off Schedule 34	Third Party Contracts	Joint Schedule 6 (Key	Effective Date	On appointment of Subcontract	Buyer

Applicable Clause/Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
(Special Terms) Joint Schedule 6 (Key Subcontractors)		Subcontractors)			
Refer to Call-Off Schedule 6 (ICT Services)	Supplier Software and Third Party Software	Refer to Call-Off Schedule 6 (ICT Services)	Effective Date	No less than every 6 (six) Months from the Effective Date	Buyer
Refer to Annex 2, Paragraph 3 within Call-Off Schedule 13 (Mobilisation Plan and Testing)	Test Strategy	As appropriate and agreed by the Buyer	No later than twenty (20) Working Days after the Mobilisation Start Date	Upon update to the test strategy	Buyer
Refer to Annex 2, Paragraph 4 within Call-Off Schedule 13 (Mobilisation Plan and Testing)	Test Plan	As appropriate and agreed by the Buyer	No later than twenty (20) prior Working Days of relevant test	Upon update to the test plan	Buyer
Refer to Annex 2, Paragraph 6 within	Test Specification	As appropriate and agreed by the	At least ten (10) prior Working Days of	Upon update to the test specification	Buyer

Applicable Clause/Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Call-Off Schedule 13 (Mobilisation Plan and Testing)		Buyer	relevant test		
Refer to Annex 2, Paragraph 7 within Call-Off Schedule 13 (Mobilisation Plan and Testing)	Test Report	As appropriate and agreed by the Buyer	A draft Test Report not less than two (2) Working Days prior to the date on which the test is planned to end; and within five (5) days for the Final Test Report following the relevant test completion	Reissue with each retest	Buyer
Refer to Paragraph 2.5 within Call-Off Schedule 5 (Pricing Details)	Payment Verification Proposal	As appropriate and agreed by the Buyer during the Mobilisation Period	During the Mobilisation Period	Upon Agreement by the Buyer to vary the template	Buyer
Refer to Service A5 – Risk Management within Call-Off Schedule 20 (Specification)	Risk Register	Refer to Service A5 – Risk Management within Call-Off Schedule 20 (Specification)	Within one (1) week of the Mobilisation Start Date	To be agreed during the Mobilisation Period	Buyer

Applicable Clause/Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Refer to Paragraph 3.2 within Call-Off Schedule 16 (Benchmarking)	Benchmarking Review	Refer to Paragraph 3.2.1 within Call-Off Schedule 16 (Benchmarking)	A draft plan within ten (10) Working Days after the date of the appointment of the Benchmarker	Approval of Plan	Buyer and Auditor
Refer to Paragraph 3.3 within Call-Off Schedule 16 (Benchmarking)	Benchmarking Report	Refer to Paragraph 3.3.1 within Call-Off Schedule 16 (Benchmarking)	Upon receipt from Benchmarker	Any update	Buyer and Auditor
Refer to Paragraph 5 within Joint Schedule 7 (Financial Difficulties)	Financial Indicator Reports	Paragraph 5 and Annex 3 of Joint Schedule 7 (Financial Difficulties)	To be agreed within thirty (30) days of the Mobilisation Start Date	As specified in the Table in Paragraph 5.1 within Joint Schedule 7 (Financial Difficulties)	Buyer
Refer to Paragraphs 4.3 to 4.6 within Joint Schedule 7 (Financial Difficulties)	Financial Distress Remediation Plan	As appropriate and agreed by the Buyer	As soon as reasonably practicable and in any event within ten (10) Working Days of initial notification or awareness of a Financial Distress Event	On a regular basis (not less than fortnightly)	Buyer

Applicable Clause/Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Refer to Paragraph 7 within Joint Schedule 7 (Financial Difficulties)	Board Confirmation	Refer to Annex 4 within Joint Schedule 7 (Financial Difficulties)	Within one hundred and twenty (120) days of the first Accounting Reference Date to occur	Within fifteen (15) Months of the Previous Board Confirmation Provided or within one hundred and twenty (120) days after each Accounting Reference Date (whichever is the earlier)	Buyer
Refer to Joint Schedule 1 (Definitions)	Contract Amendment Report	To be agreed within thirty (30) days of the Mobilisation Start Date	Within one (1) Month of any Variation (excluding Operational Changes) to this Call-Off Contract being agreed between the Supplier and the Buyer.	-	Buyer
Refer to Joint Schedule 1 (Definitions)	Quarterly Contract Report	Content to be agreed within thirty (30) days of the Mobilisation Start Date	Within one (1) Month of the end of each three (3) Month period beginning on the Mobilisation Start Date and each anniversary thereof	-	Buyer

Applicable Clause/Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Refer to Joint Schedule 1 (Definitions)	Annual Contract Report	Content to be agreed within thirty (30) days of the Mobilisation Start Date	Within one (1) Month of the end of the Contract Year to which that report relates	-	Buyer
Refer to Call-Off Schedule 5 (Pricing)	Final Reconciliation Report	Refer to Paragraph 21 of Call-Off Schedule 5 (Pricing)	In accordance with Paragraph 21 of Call-Off Schedule 5 (Pricing Details)	-	Buyer
Refer to Paragraph 2.3 and Annex 1 Paragraph 2 within Call-Off Schedule 15 (Call-Off Contract Management)	Minutes of governance meetings (all boards)	As appropriate and agreed by the Buyer	As appropriate and agreed by the Buyer	-	Buyer
Joint Schedule 1 (Definitions) Refer to Clause 24.2 within the Core Terms	Impact Assessment	As appropriate and agreed by the Buyer	Within the period agreed by the Impact Assessment Estimate	Within ten (10) Working Days of request by the Buyer to update under Sch **Error! Reference s ource not found.**, Para **Error! Reference s ource not found.**	Buyer

Applicable Clause/Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Refer to Clause 24 within Core Terms Refer to Joint Schedule 2 (Variation Form)	Variation Form	Refer to Joint Schedule 2 (Variation Form)	Refer to Clause 24 within Core Terms	-	Buyer
Refer to Clause 34 within Core Terms	Dispute Notice	As appropriate	No longer than twenty (20) Working Days from an unresolved dispute arising	Any variation	Buyer
Refer to Clause 34 within Core Terms	Mediation Notice	As appropriate	When first served	Any variation	Buyer
Refer to Paragraph 2.2 within Call-Off Schedule 10 (Exit Management)	Register of All Assets, Sub-Contracts and Other Relevant Agreements	As appropriate and agreed by the Buyer	Within three (3) Months of the Effective Date	Any variation	Buyer
Refer to Paragraph 3 within Call-Off Schedule 10 (Exit Management)	Exit Information	As appropriate and agreed by the Buyer	Within thirty (30) days of request (or such shorter period as may be required following the submission of a	On an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working	Buyer and its potential Replacement Suppliers

Applicable Clause/Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
			Service Exclusion Notice or notice of partial termination)	Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables	
Refer to Paragraph 4 within Call-Off Schedule 10 (Exit Management)	Exit Plan	Refer to Paragraph 4.3 within Call-Off Schedule 10 (Exit Management)	Within three (3) Months of the Mobilisation Start Date	Every six (6) Months in the first (1st) Contract Year and, thereafter every twelve (12) Months for the remainder of the Contact Period. Refer to Paragraph 4.4 within Call-Off Schedule 10 (Exit Management)	Buyer
Refer to Paragraph 6.1.5 within Call-Off Schedule 10 (Exit Management)	Provide up to date Registers during the Termination Assistance Period	As appropriate	As requested by the Buyer	As appropriate	

Applicable Clause/Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Refer to Paragraph 1.1.23 within Call-Off Schedule 10 (Exit Management)	Buyer Data (handback)	As appropriate and agreed by the Buyer	At the end of the Termination Assistance Period	-	Buyer
Refer to Paragraph 1.1 within Call-Off Schedule 10 (Exit Management)	Termination Services supporting documentation and knowledge transfer material	As appropriate and agreed by the Buyer	As specified in the Termination Assistance Notice and in any event prior to the end of the Termination Assistance Period	As specified in the Termination Assistance Notice or otherwise requested by the Buyer	-
Refer to Paragraph 21 within Call-Off Schedule 5 (Pricing Details)	Final Reconciliation Report	Refer to Paragraph 21 within Call-Off Schedule 5 (Pricing Details)	Within six (6) Months of the end of the Termination Assistance Period	-	Buyer
Refer to Paragraph 2 within Call-Off Schedule 8 (Business Continuity and Disaster Recovery)	Business Continuity and Disaster Recovery Plan	Refer to Paragraph 2 within Call-Off Schedule8 (Business Continuity and Disaster Recovery)	At least ninety (90) Working Days prior to the Start Date	-	Buyer
Refer to Paragraph 4 within Call-Off	Business Continuity	Refer to Paragraph 4 within Call-Off	Within forty (40) Working Days from the	-	Buyer

Applicable Clause/Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Schedule 8 (Business Continuity and Disaster Recovery)	Plan	Schedule 8 (Business Continuity and Disaster Recovery)	Effective Date		
Refer to Paragraph 6.3 within Call-Off Schedule 8 (Business Continuity and Disaster Recovery)	Business Continuity Plan Review Report	Refer to Paragraph 6.3 within Call-Off Schedule 8 (Business Continuity and Disaster Recovery)	Within twenty (20) Working Days of the conclusion of each review of the Business Continuity Plan.	-	Buyer
Refer to Paragraph 5 within Call-Off Schedule 8 (Business Continuity and Disaster Recovery Plan)	Disaster Recovery Plan	Refer to Paragraph 5.3 within Call-Off Schedule 8 (Business Continuity and Disaster Recovery Plan)	At least ninety (90) Working Days prior to the Start Date	-	Buyer
Refer to Annex 1 Part B Paragraph 2 within Call-Off Schedule 8 (Business Continuity and Disaster	Corporate Resolution Planning Information	Refer to Annex 1 Part B Paragraph 2.3	Within sixty (60) days of the Effective Date	Refer to Annex 1 Part B Paragraph 2.2, 2.8	Buyer

Applicable Clause/Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Recovery)					
Refer to Call-Off Schedule 2 (Staff Transfer)	Supplier's Provisional Supplier Personnel List and, Staffing Information	As appropriate and agreed by the Buyer, in a suitably pseudonymised format so as to comply with Data Protection Legislation	Refer to Paragraph 1.1 within Call-Off Schedule 2 (Staff Transfer)	At such intervals as are reasonably requested by the Buyer	Buyer
Refer to Call-Off Schedule 2 (Staff Transfer)	Supplier's Final Supplier Personnel List	As appropriate and agreed by the Buyer	At least twenty (20) Working Days prior to the Service Transfer Date	Upon any material change to the list of employees	Buyer and, at the discretion of the Buyer, the prospective Replacement Supplier and/or any prospective Replacement Subcontractor
Refer to Paragraph 1.6 within Call-Off Schedule 2 (Staff Transfer)	Information relating to the manner in which the services are organised	As appropriate and agreed by the Buyer, see Call-Off Schedule 2	Within twenty (20) Working Days of Buyer request	On or around each anniversary of the Start Date and up to four times during the last twelve (12) Months of the Call-	Buyer

Applicable Clause/Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
				Off Contract Period	
Refer to Paragraph 1 within Call-Off Schedule 2 (Staff Transfer)	Payroll and benefits information	As appropriate and agreed by the Buyer	Within five (5) Working Days following the Service Transfer Date	-	Buyer, any Replacement Supplier and/or Replacement Sub-contractor
Refer to Paragraph 3 within Call-Off Schedule 9 (Security) Refer to Paragraph 8.3.13 within Call-Off Schedule 13 (Mobilisation Plan and Testing)	Reports on Data Subject Access Requests and other Personal Data related matters	As appropriate and agreed by the Buyer	As agreed with Buyer	As agreed with Buyer	Buyer and Supplier
Refer to Paragraph 9 within Call-Off Schedule 6 (ICT Services)	Foreground IPR	Refer to Paragraph 9 within Call-Off Schedule 6 (ICT Services)	As agreed with Buyer	Regularly - As agreed with Buyer	Buyer

Applicable Clause/Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Refer to Call-Off Schedule 1 (Transparency Reports)	Transparency Reports	Refer to Annex A within Call-Off Schedule 1 (Transparency Reports)	Draft reports to be submitted within three (3) Months of the Mobilisation Start Date	Refer to Annex A within Call-Off Schedule 1 (Transparency Reports)	Buyer
Refer to Paragraph 2 within Call-Off Schedule 3 (Continuous Improvement)	Continuous Improvement Plan	Refer to Paragraph 2.3 within Call-Off Schedule 3 (Continuous Improvement)	Within one hundred (100) Working Days of the commencement of the Start Date	Annually	Buyer