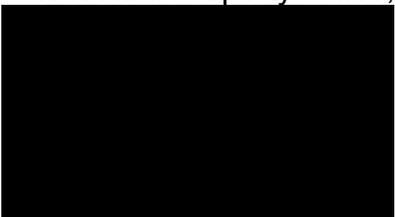


Framework Schedule 6 (Order Form Template and Call-Off Schedules)

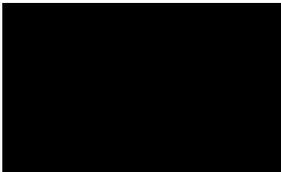
Order Form (Lot 1)

CALL-OFF REFERENCE: 

THE BUYER: The Comptroller-General of patents, designs, and trade marks, acting through the Patent Office and operating in the name of the Intellectual Property Office.

BUYER ADDRESS Intellectual Property Office,


THE SUPPLIER: Pitney Bowes Limited

SUPPLIER ADDRESS: 

REGISTRATION NUMBER: 

DUNS NUMBER:

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 1st December 2025.

It's issued under the Framework Contract with the reference number **RM6280** for the provision of Postal Services & Solutions for Lot 1 – Franking Machines, Mailroom Equipment and Associated Consumables.

CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) **RM6280**
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - **Joint Schedules for RM6280**
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - **Call-Off Schedules for C3949**
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 11 (Installation Works)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-off Schedule 22 (Lease Terms)
 - Call-Off Schedule 24 (Franking Meter Terms)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) **RM6280**
7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

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

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Suppliers must provide a copy of their Security Management Plan within 20 days of contract award. This must be relevant to both machines ordered by the IPO and their supporting services.

CALL-OFF START DATE: **15th December 2025**

CALL-OFF EXPIRY DATE: **14th December 2027**

CALL-OFF INITIAL PERIOD: **2 Year Fixed Term**

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is

[REDACTED]

CALL-OFF CHARGES

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

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

BACs payment using a Purchase Order Number

FRANKING METER TERMS - PRE-PAID POSTAGE:

The Authorised Deposit is: [REDACTED]

The refund trigger amount required in accordance with Paragraph 5.2.6 of Call-Off Schedule 24 (Franking Meter Terms) is [REDACTED]

FRANKING METER TERMS – POSTAGE IN ARREARS:

N/A

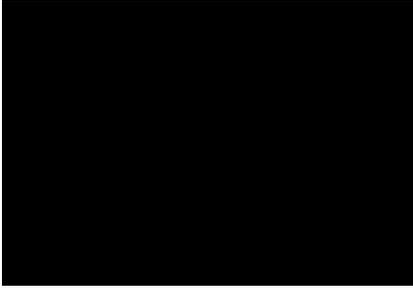
BUYER'S INVOICE ADDRESS: Intellectual Property Office,

[REDACTED]

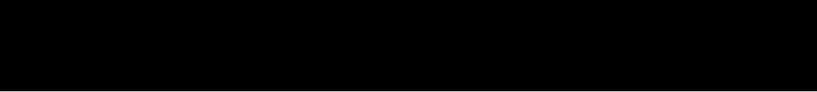
BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Framework Ref: RM6280
Project Version: v1.0
Model Version: v3.8



BUYER'S ENVIRONMENTAL POLICY



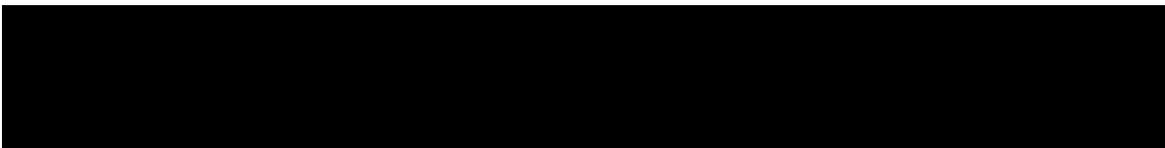
BUYER'S SECURITY POLICY

The buyer's security procedures will be shared whilst undertaking any necessary site inductions.

SUPPLIER'S AUTHORISED REPRESENTATIVE



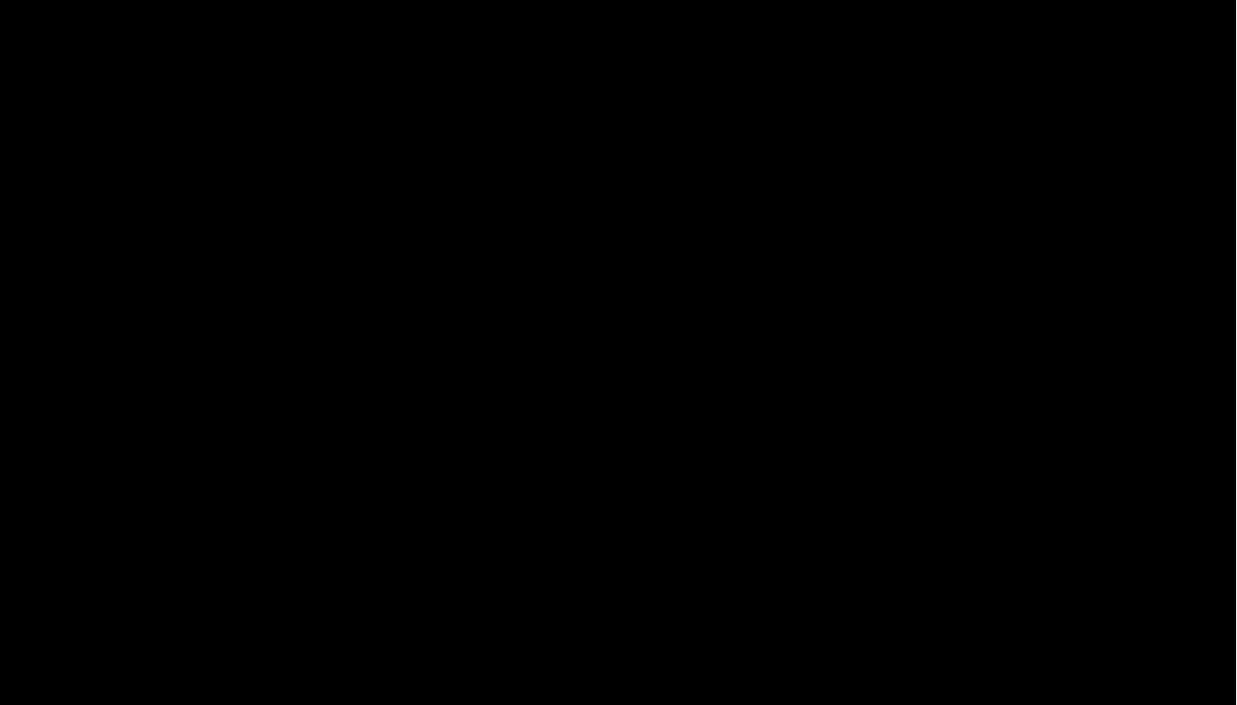
SUPPLIER'S CONTRACT MANAGER



PROGRESS REPORT FREQUENCY



PROGRESS MEETING FREQUENCY



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

Joint Schedule 1 (Definitions)

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1.3.12 where the Buyer is a Central Government Body it shall be treated as contracting with the Crown as a whole;

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:

"Accounting Reference Date"	means 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;
"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"	means 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 ;
"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;
"Approval"	the prior written consent of the Buyer and " Approve " and " Approved " shall be construed accordingly;

Joint Schedule 1 (Definitions)

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"Audit"	<p>the Relevant Authority's right to:</p> <ul style="list-style-type: none">a) 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);b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;c) verify the Open Book Data;d) verify the Supplier's and each Subcontractor's compliance with the Contract and applicable Law;e) 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;f) 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;g) 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;h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;i) 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;j) 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; ork) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;
"Auditor"	<ul style="list-style-type: none">a) the Relevant Authority's internal and external auditors;b) the Relevant Authority'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; andf) successors or assigns of any of the above;

"Authority"	CCS and each 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;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"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 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);
"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;
"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 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);
"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: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"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;
"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;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"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 Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"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

Joint Schedule 1 (Definitions)

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	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;
"Contract"	either the Framework Contract or the Call-Off Contract, as the context requires;
"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 b) 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"	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;
"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;
"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

Joint Schedule 1 (Definitions)

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	<p>ix) reasonable recruitment costs, as agreed with the Buyer;</p> <p>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;</p> <p>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</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>e) Overhead;</p> <p>f) financing or similar costs;</p> <p>g) 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;</p> <p>h) taxation;</p> <p>i) fines and penalties;</p> <p>j) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>k) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"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; (iii) 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 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;

Joint Schedule 1 (Definitions)

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"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 Authority;
"Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
"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 Implementation Plan;
"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 either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the 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);
"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: l) 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 m)is required by the Supplier in order to provide the Deliverables; and/or

Joint Schedule 1 (Definitions)

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	n) 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 Authority prior to the Start Date;
"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;
"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 Clause 10.1.2); or b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"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;
"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"	means for the purposes of calculating each Party's annual liability under clause 11.2 : i) in the first Contract Year, the Estimated Year 1 Charges; or

Joint Schedule 1 (Definitions)

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	<p>ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or</p> <p>iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;</p>
“Exempt Buyer”	<p>a public sector purchaser that is:</p> <p>a) eligible to use the Framework Contract; and</p> <p>b) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of:</p> <p>i) the Regulations;</p> <p>ii) the Concession Contracts Regulations 2016 (SI 2016/273);</p> <p>iii) the Utilities Contracts Regulations 2016 (SI 2016/274);</p> <p>iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848);</p> <p>v) the Remedies Directive (2007/66/EC);</p> <p>vi) Directive 2014/23/EU of the European Parliament and Council;</p> <p>vii) Directive 2014/24/EU of the European Parliament and Council;</p> <p>viii) Directive 2014/25/EU of the European Parliament and Council; or</p> <p>ix) Directive 2009/81/EC of the European Parliament and Council;</p>
“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);
“Exit Day”	shall have the meaning in the European Union (Withdrawal) Act 2018;
“Expiry Date”	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
“Extension Period”	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
“Financial Reports”	<p>a report provided by the Supplier and addressed to the Buyer that:</p> <p>a) provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;</p>

Joint Schedule 1 (Definitions)

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	<p>b) provides a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Buyer);</p> <p>c)</p> <p>d) 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;</p>
"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"	<p>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:</p> <p>a) riots, civil commotion, war or armed conflict;</p> <p>b) acts of terrorism;</p> <p>c) acts of government, local government or regulatory bodies;</p> <p>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;</p>
"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;
"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 Optional"	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;

Extension Period"	
"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"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);
"Further Competition Procedure"	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
"UK GDPR"	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	a) the legislation in Part 5 of the Finance Act 2013 and; and b) 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;
"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;
"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 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:

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	<p>i) are supplied to the Supplier by or on behalf of the Authority; or</p> <p>ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract;</p>
"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;
"HM Government"	His Majesty's Government;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	His Majesty's Revenue and Customs;
"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;
"Impact Assessment"	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <p>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;</p> <p>b) details of the cost of implementing the proposed Variation;</p> <p>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 expenditure required by either Party and any alteration to the working practices of either Party;</p> <p>d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</p> <p>e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</p>
"Implementation Plan"	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"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 Schedule 3 (Framework Prices) and the relevant Order Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;

"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 Period"	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
"Insolvency Event"	<p>with respect to any person, means:</p> <p>(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:</p> <p>(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</p> <p>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(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;</p> <p>(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;</p> <p>(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;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a LLP or a partnership:</p> <p>(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;</p> <p>(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;</p> <p>(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</p>

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	<p>(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</p> <p>(g) 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;</p>
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
"Intellectual Property Rights" or "IPR"	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>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</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"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 ;
"ISO"	International Organization for Standardization;
"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 (<i>Processing Data</i>);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Staff"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <p>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p>

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	<p>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</p> <p>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 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;</p>
"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;
"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;
"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;
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"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);
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period
"MI Failure"	<p>means when an MI report:</p> <p>a) contains any material errors or material omissions or a missing mandatory field; or</p> <p>b) is submitted using an incorrect MI reporting Template; or</p> <p>c) is not submitted by the reporting date (including where a declaration of no business should have been filed);</p>
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);

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"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 Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"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);
"New IPR"	<p>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</p> <p>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;</p> <p>but shall not include the Supplier's Existing IPR;</p>
"Occasion of Tax Non-Compliance"	<p>where:</p> <p>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:</p> <ul style="list-style-type: none"> 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 <p>b) 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;</p>
"Open Book Data"	<p>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:</p> <p>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;</p>

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	<p>b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) 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; <p>c) Overheads;</p> <p>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</p> <p>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;</p> <p>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</p> <p>h) the actual Costs profile for each Service Period;</p>
"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;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor'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 Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;

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"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"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;
"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 ;
"Processing"	has the meaning given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;
"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 Clause 6.1 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 Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	<p>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:</p> <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; <p>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</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> 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

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	<p>iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</p> <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
"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 10 (ISO27001 or Equivalent), 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.
"Rating Agency"	as defined in the Framework Award Form or the Order Form, as the context requires;
"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"	<p>the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:</p> <p>a) full details of the Default that has occurred, including a root cause analysis;</p> <p>b) the actual or anticipated effect of the Default; and</p> <p>c) 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);</p>
"Rectification Plan Process"	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	<p>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:</p> <p>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</p>

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	b) 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;
"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 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 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;
"Reminder Notice"	a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables 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 goods are provided by the Buyer internally and/or by any third party;
"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;
"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;
"RTI"	Real Time Information;
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract)

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	granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
"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;
"Self Audit Certificate"	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
"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 Levels"	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;
"Services"	services 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;
"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;
"Sites"	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; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"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;

"Specification"	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
"Standards"	any: <ul style="list-style-type: none"> a) 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; d) relevant Government codes of practice and guidance applicable from time to time;
"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;
"Statement of Requirements"	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
"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: <ul style="list-style-type: none"> 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 person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"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;

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"Supplier's Confidential Information"	<p>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;</p> <p>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;</p> <p>c) Information derived from any of (a) and (b) above;</p>
"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 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 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 c) 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 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;
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
"Tax"	a) all forms of taxation whether direct or indirect;

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	<p>b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;</p> <p>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</p> <p>d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,</p> <p>in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;</p>
"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;
"Test Issue"	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
"Test Plan"	a plan: <p>a) for the Testing of the Deliverables; and</p> <p>b) setting out other agreed criteria related to the achievement of Milestones;</p>
"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;
"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;
"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 – <p>(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</p> <p>(ii) Commercially Sensitive Information;</p>
"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"	Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations or UK legislation implementing the Acquired Rights Directive

Joint Schedule 1 (Definitions)

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"United Kingdom"	the country that consists of England, Scotland, Wales, and Northern Ireland
"Variation"	any change to a 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);
"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;
"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;
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;
"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; and
"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.

Joint Schedule 2 (Variation Form)

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

Contract Details	
This variation is between:	[delete] as applicable: CCS / Buyer] (" CCS " " 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: CCS/Buyer/Supplier]
Variation number:	[insert] variation number]
Date variation is raised:	[insert] date]
Proposed variation	
Reason for the variation:	[insert] reason]
An Impact Assessment shall be provided within:	[insert] number] days
Impact of Variation	
Likely impact of the proposed variation:	[Supplier to insert] assessment of impact]
Outcome of Variation	
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [CCS/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]

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 **[delete]** as applicable: CCS / 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.

Joint Schedule 2 (Variation Form)
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Signed by an authorised signatory for and on behalf of the **[delete]** as applicable: CCS / Buyer]

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

Joint Schedule 3 (Insurance Requirements)

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 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 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 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 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 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.

Joint Schedule 3 (Insurance Requirements)

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- 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 provision 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 Contract or otherwise.

ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following insurance cover from the Framework Start Date in accordance with this Schedule:

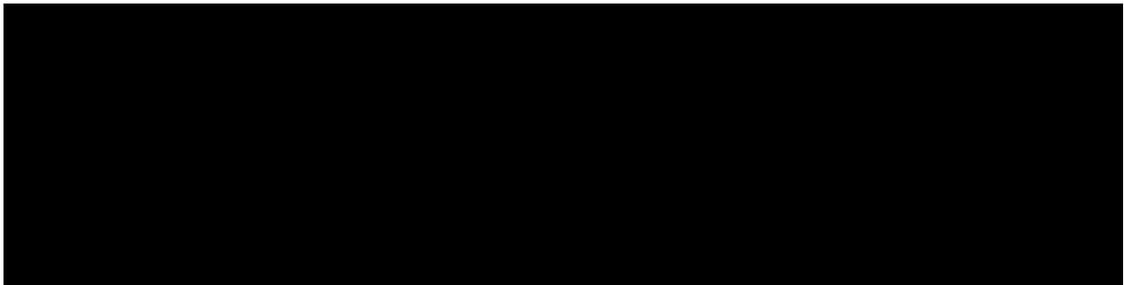
Lot No. & Description	Insurance Required			
	Professional Indemnity	Public Liability	Employers Liability	Product Liability
Lot 1 Franking Machines, Mailroom Equipment And Associated Consumables	Required	Required	Required	Required

- 1.1 **professional indemnity insurance** with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000);
- 1.2 **public liability insurance** with cover (for a single event or a series of related events and in the aggregate) of not less than two million pounds (£2,000,000);
- 1.3 **employers' liability insurance** with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000); and
- 1.4 **product liability insurance** with cover (for a single event or a series of related events and in the aggregate) of not less than two million pounds (£2,000,000).

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:



Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan		
Details of the Default:	[Guidance]: Explain the Default, with clear schedule and clause references as appropriate]	
Deadline for receiving the [Revised] Rectification Plan:	[add] date (minimum 10 days from request)]	
Signed by [CCS/Buyer] :		Date: <input type="text"/>
Supplier [Revised] Rectification Plan		
Cause of the Default	[add] cause]	
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	<input checked="" type="checkbox"/> Working Days	
Steps taken to prevent recurrence of Default	Steps	Timescale
	1.	[date]
	2.	[date]
	3.	[date]
	4.	[date]
	[...]	[date]

Joint Schedule 10 (Rectification Plan)

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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 [CCS/Buyer]		Date:	

Joint Schedule 11 (Processing Data)

Definitions

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

“Processor Personnel” all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

Status of the Controller

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

- (a) “Controller” in respect of the other Party who is “Processor”;
- (b) “Processor” in respect of the other Party who is “Controller”;
- (c) “Joint Controller” with the other Party;
- (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

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

Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;

Joint Schedule 11 (Processing Data)

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- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
 - (d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

Joint Schedule 11 (Processing Data)

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- (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

Joint Schedule 11 (Processing Data)

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- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an

Joint Schedule 11 (Processing Data)

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applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

17. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

Independent Controllers of Personal Data

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational

Joint Schedule 11 (Processing Data)

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measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

Joint Schedule 11 (Processing Data)

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27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

1.1 The contact details of the Relevant Authority's Data Protection Officer are:



1.2 The contact details of the Supplier's Data Protection Officer are:



1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"><i>The scope and purpose for processing are providing services which includes but is not limited to the installation, support and maintenance of franking and folder machines.</i> <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p><i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 3 to paragraph 16 of the following Personal Data:</i></p>

	<ul style="list-style-type: none"> • N/A <p>The Parties are Joint Controllers</p> <p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> • N/A <p>The Parties are Independent Controllers of Personal Data</p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> • <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> • <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority’s duties under the Contract) for which the Relevant Authority is the Controller.</i> • N/A
Duration of the Processing	The duration of the call off contract term
Nature and purposes of the Processing	<p>The nature of the Processing means any operation such as 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) etc.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.</p>
Type of Personal Data	Names, email addresses, images, telephone numbers, job titles.

Joint Schedule 11 (Processing Data)

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Categories of Data Subject	Staff names including volunteers, agents and temporary workers.
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	The Supplier shall securely delete or return all Personal Data and delete all existing copies of the Personal Data except to the extent that the Supplier is required to obtain copies of the Personal Data to comply with applicable laws.

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 3-16 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 18-28 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the [Supplier/Relevant Authority]:

- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
- (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
- (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
- (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Deliverables where consent is the relevant legal basis for that Processing; and
- (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/Relevant Authority's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

2. Undertakings of both Parties

2.1 The Supplier and the Relevant Authority each undertake that they shall:

- (a) report to the other Party every 3 months on:

Joint Schedule 11 (Processing Data)

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- (i) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
- (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
- (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
- (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
- (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Contract during that period;

- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- (e) request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;

Joint Schedule 11 (Processing Data)

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- (g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
 - (i) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information;
 - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so; and
 - (iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and
- (j) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

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

3. Data Protection Breach

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

Joint Schedule 11 (Processing Data)

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- (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation; and
- (b) all reasonable assistance, including:
 - (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
 - (ii) co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;
 - (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
 - (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

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

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

4. Audit

4.1 The Supplier shall permit:

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

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

5. Impact Assessments

5.1 The Parties shall:

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

6. ICO Guidance

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

7. Liabilities for Data Protection Breach

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

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- 7.1 If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:
- (a) if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
 - (b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
 - (c) if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (Resolving disputes).
- 7.2 If either the Relevant Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.
- 7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Losses"):
- (a) if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;
 - (b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and

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

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

8. Termination

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Relevant Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 of the Core Terms (*Ending the contract*).

9. Sub-Processing

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

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

10. Data Retention

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

Call-Off Schedule 1 (Transparency Reports)

Call-Off Ref:

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Call-Off Schedule 1 (Transparency Reports)

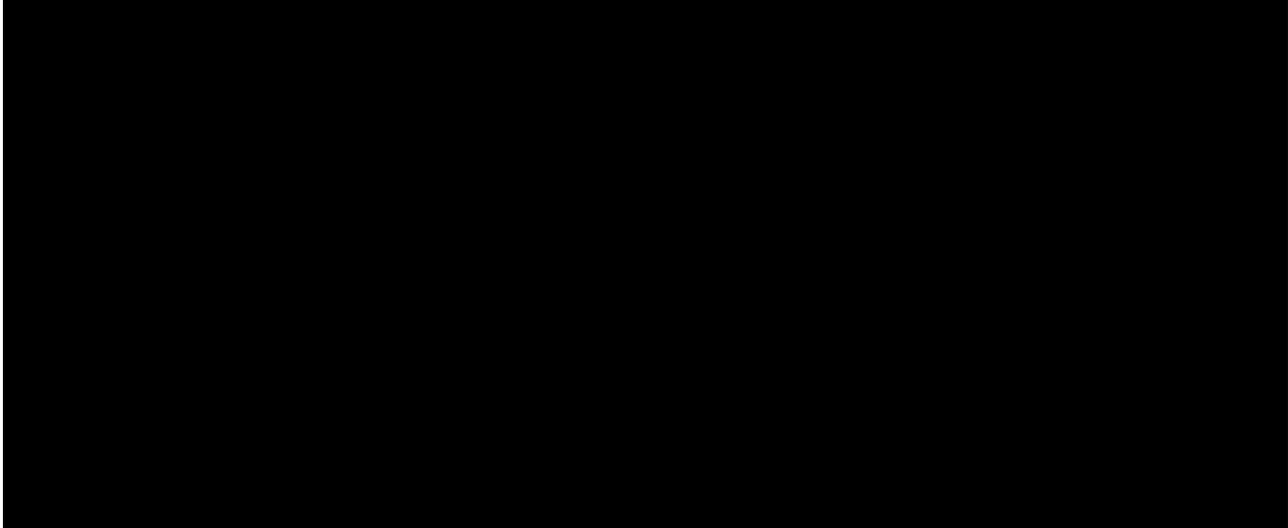
- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist 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 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 Schedule.
- 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 as a Dispute.
- 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 Schedule.

Call-Off Schedule 1 (Transparency Reports)

Call-Off Ref:

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Annex A: List of Transparency Reports



Call-Off Schedule 3 (Continuous Improvement)

1. Buyer's Rights

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

2. Supplier's Obligations

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 2.3.1 identifying the emergence of relevant new and evolving technologies;
 - 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

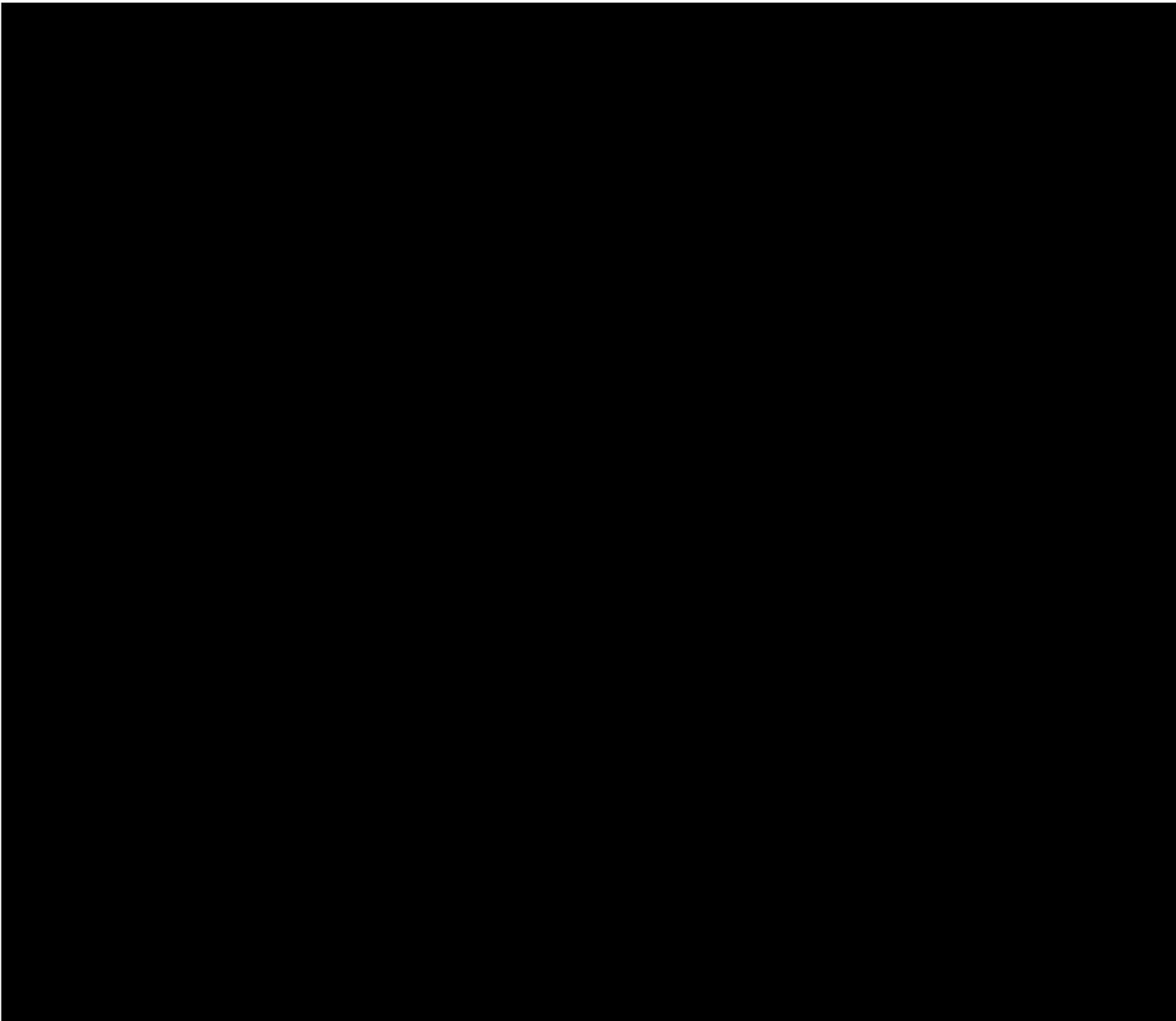
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- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
 - 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Call-Off Schedule 5 (Pricing Details)

Call-Off Ref:
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Call-Off Schedule 5 (Pricing Details)



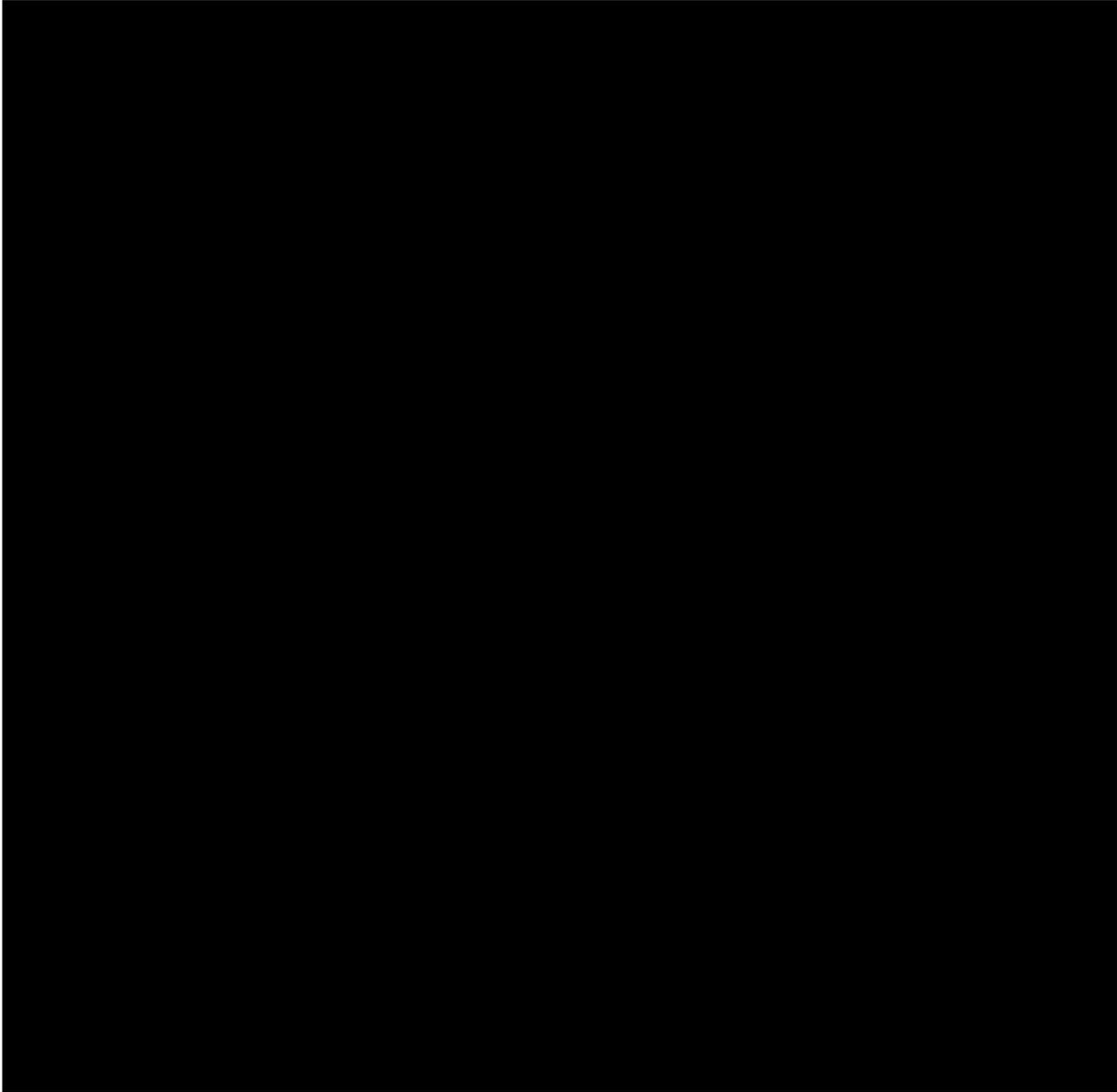
Call-Off Schedule 5 (Call-Off Pricing)

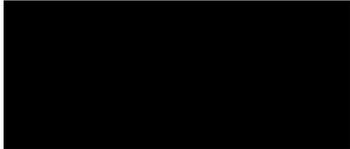
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Ref: RM3830

FM Project Version: 1.A





Call-Off Schedule 6 (ICT Services)

1. Definitions

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

"Buyer Property"	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;
"Buyer Software"	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
"Buyer System"	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;
"Commercial off the shelf Software" or "COTS Software"	Non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms
"Defect"	any of the following: a) any error, damage or defect in the manufacturing of a Deliverable; or b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant

Call-Off Schedule 6 (ICT Services)

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Deliverable from passing any Test required under this Call Off Contract; or

- d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;

"Emergency Maintenance"

ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;

"ICT Environment"

the Buyer System and the Supplier System;

"Licensed Software"

all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Call Off Contract, including any COTS Software;

"Maintenance Schedule"

has the meaning given to it in paragraph 8 of this Schedule;

"Malicious Software"

any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;

"New Release"

an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;

"Open Source Software"

computer software that has its source code made available subject to an open-source licence under which the owner of the copyright

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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;

"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; or
- b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or
- c) where any part of the Supplier System is situated;

"Permitted Maintenance"

has the meaning given to it in paragraph 8.2 of this Schedule;

"Quality Plans"

has the meaning given to it in paragraph 6.1 of this Schedule;

"Sites"

has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;

"Software"

Specially Written Software COTS Software and non-COTS Supplier and third party Software;

"Software Supporting Materials"

has the meaning given to it in paragraph 9.1 of this Schedule;

"Source Code"

computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;

"Specially Written Software"

any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third

Call-Off Schedule 6 (ICT Services)

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party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;

"Supplier System"

the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);

2. When this Schedule should be used

- 2.1. This Schedule is designed to provide additional provisions necessary to facilitate the provision of ICT Services which are part of the Deliverables.

3. Buyer due diligence requirements

- 3.1. The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;
 - 3.1.1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
 - 3.1.2. operating processes and procedures and the working methods of the Buyer;
 - 3.1.3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
 - 3.1.4. existing contracts (including any licences, support, maintenance and other contracts relating to 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 Operating Environment that is not suitable for the provision of the ICT Services;
 - 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.

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4. Licensed software warranty

- 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 Licensed Software made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;
 - 4.1.2. all components of the Specially Written Software shall:
 - 4.1.2.1. be free from material design and programming errors;
 - 4.1.2.2. perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 14 (Service Levels) and Documentation; and
 - 4.1.2.3. not infringe any IPR.

5. Provision of ICT Services

- 5.1. The Supplier shall:
 - 5.1.1. ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;
 - 5.1.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
 - 5.1.3. ensure that the Supplier System will be free of all encumbrances;
 - 5.1.4. ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;
 - 5.1.5. minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables;

6. Standards and Quality Requirements

- 6.1. The Supplier shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables 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.

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Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its 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 Personnel 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 ICT 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;
 - 7.1.3. review the Supplier's quality management systems including all relevant Quality Plans.

8. Maintenance of the ICT Environment

- 8.1. If specified by the Buyer in the Order Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**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 Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
- 8.3. The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance.
- 8.4. The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such 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 and the provision of the Deliverables.

9. Intellectual Property Rights in ICT

9.1. Assignments granted by the Supplier: 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 Specially Written Software together with and including:

9.1.1.1. the Documentation, Source Code and the Object Code of the Specially Written Software; and

9.1.1.2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").

9.1.2. The Supplier shall:

9.1.2.1. inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;

9.1.2.2. deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone 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 or which are an integral part 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 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.

9.1.3. The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Buyer.

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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 not use any:

- a) of its own Existing IPR that is not COTS Software;
- b) third party software that is not COTS Software

9.2.2. Where the Buyer Approves the use of the Supplier's Existing IPR that is not COTS Software 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 Services to a Replacement Supplier.

9.2.3. Where the Buyer Approves the use of third party Software that is not COTS Software 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 are alternative software providers which the Supplier could seek to use; and

9.2.3.2. only use such third party IPR 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 Existing IPR 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 9.2.1 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

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- 9.3.1. 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 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 Contract Period to use the Buyer Software 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 Sub-Contractors provided that any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (Confidentiality).

9.6. Open Source Publication

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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:

9.6.1.1. suitable for publication by the Buyer as Open Source; and

9.6.1.2. based on Open Standards (where applicable),

and the Buyer may, at its sole discretion, publish the same as Open Source.

9.6.2. The Supplier hereby warrants that the Specially Written Software and the New IPR:

9.6.2.1. are suitable for release as Open Source 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 without breaching the rights of any third party;

9.6.2.5. will be supplied in a format suitable for publication as Open Source ("**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 Malicious Software.

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 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), 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 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

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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.

9.7. Malicious Software

9.7.1. The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.

9.7.2. If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its 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:

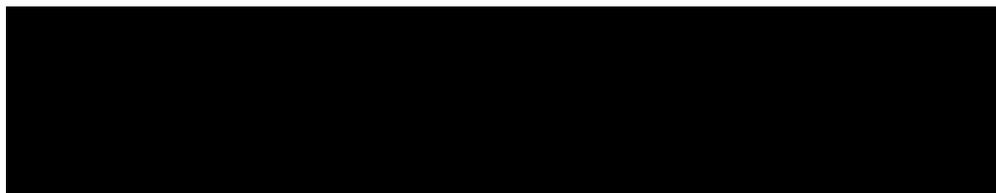
9.7.3.1. by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and

9.7.3.2. by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

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

1. Definitions

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

“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:

figures for accounting periods of other than 12 months should be scaled pro rata to produce a proforma figure for a 12 month period; and

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;

**“Appropriate Authority”
or “Appropriate
Authorities”**

means the Buyer and the Cabinet Office Markets and Suppliers Team or, where the Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team;

“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;

"BCDR Plan"

has the meaning given to it in Paragraph 2.2 of this Schedule;

**"Business Continuity
Plan"**

has the meaning given to it in Paragraph 2.3.2 of this Schedule;

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“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: <ul style="list-style-type: none">(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 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,

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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;

“Critical Service Contract”

a service contract which the Buyer has categorised as a Gold Contract using the Cabinet Office Contract Tiering Tool or which the Buyer otherwise considers should be classed as a Critical Service Contract;

“CRP Information”

means, together, the:

Group Structure Information and Resolution Commentary; and

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,

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	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;
"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 Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Group Structure Information and Resolution Commentary"	means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 2 to 4 and Appendix 1 to Part B;
"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;
"Related Supplier"	any person who provides Deliverables 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 Schedule;
"Strategic Supplier"	means those suppliers to government listed at https://www.gov.uk/government/publications/strategic-suppliers ;

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“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;
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule;
“UK Public Sector Business”	means any goods, service or works provision to UK public sector bodies, including Central Government Departments 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 2 to 4 and Appendix 2 of Part B;

Part A: BCDR Plan

1. BCDR Plan

- 1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 1.2 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:
 - 1.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
 - 1.2.2 the recovery of the Deliverables in the event of a Disaster
- 1.3 The BCDR Plan shall be divided into four sections:
 - 1.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 1.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**");
 - 1.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**"); and
 - 1.3.4 Section 4 which shall relate to an Insolvency Event of the Supplier, and Key-Subcontractors and/or any Supplier Group member (the "**Insolvency Continuity Plan**").
- 1.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

2. General Principles of the BCDR Plan (Section 1)

- 2.1 Section 1 of the BCDR Plan shall:
 - 2.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 2.1.2 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;
 - 2.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;

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- 2.1.4 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;
- 2.1.5 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;
- 2.1.6 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 and/or services provided by a Related Supplier; and
 - (d) a business impact analysis of different anticipated failures or disruptions;
- 2.1.7 provide for documentation of processes, including business processes, and procedures;
- 2.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 2.1.9 identify the procedures for reverting to "normal service";
- 2.1.10 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;
- 2.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan;
- 2.1.12 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;
- 2.1.13 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;
- 2.1.14 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
- 2.1.15 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 Suppliers in each case as notified to the Supplier by the Buyer from time to time.

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- 2.2 The BCDR Plan shall be designed so as to ensure that:
 - 2.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 2.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 2.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 2.2.4 it details a process for the management of disaster recovery testing.
- 2.3 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.
- 2.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

3. Business Continuity (Section 2)

- 3.1 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:
 - 3.1.1 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
 - 3.1.2 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.
- 3.2 The Business Continuity Plan shall:
 - 3.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - 3.2.2 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;
 - 3.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
 - 3.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

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4. Disaster Recovery (Section 3)

- 4.1 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.
- 4.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
- 4.2.1 loss of access to the Buyer Premises;
 - 4.2.2 loss of utilities to the Buyer Premises;
 - 4.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 4.2.4 loss of a Subcontractor;
 - 4.2.5 emergency notification and escalation process;
 - 4.2.6 contact lists;
 - 4.2.7 staff training and awareness;
 - 4.2.8 BCDR Plan testing;
 - 4.2.9 post implementation review process;
 - 4.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
 - 4.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
 - 4.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
 - 4.2.13 testing and management arrangements.

5. Insolvency Continuity Plan (Section 4)

- 5.1 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 Key Sub-contractor and/or any Supplier Group member with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Insolvency Continuity Plan shall include the following:
- 5.2.1 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

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operational and contract Supplier Staff, Key Subcontractor personnel and Supplier Group member personnel;

- 5.2.2 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;
- 5.2.3 plans to manage and mitigate identified risks;
- 5.2.4 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;
- 5.2.5 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
- 5.2.6 sufficient detail to enable an appointed insolvency practitioner to invoke the plan in the event of an Insolvency Event of the Supplier.

6. Review and changing the BCDR Plan

- 6.1 The Supplier shall review the BCDR Plan:
 - 6.1.1 on a regular basis and as a minimum once every six (6) Months;
 - 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 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 Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.
- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a "**Review**

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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 Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

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

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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.

8.2 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:

8.2.1 where an Insolvency Event of a Key Sub-contractor and/or Supplier Group member (other than the Supplier) could reasonably be expected to adversely affect delivery of the Deliverables; and/or

8.2.2 where there is an Insolvency Event of the Supplier and the insolvency arrangements enable the Supplier to invoke the plan.

9. Circumstances beyond your control

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

10. Amendments to this Schedule in respect of Bronze Contracts

10.1 Where a Buyer's Call-Off Contract is a Bronze Contract, if specified in the Order Form, the following provisions of this Call-Off Schedule 8, shall be disapplied in respect of that Contract:

10.1.1 Paragraph 1.3.4 of Part A so that the BCDR plan shall only be required to be split into the three sections detailed in paragraphs 1.3.1 to 1.3.3 inclusive;

10.1.2 Paragraphs 2.1.13 to 2.1.15 of Part A, inclusive;

10.1.3 Paragraph 5 (Insolvency Continuity Plan) of Part A;

10.1.4 Paragraph 8.2 of Part A; and

10.1.5 The entirety of Part B of this Schedule.

10.2 Where a Buyer's Call-Off Contract is a Bronze Contract, if specified in the Order Form, the following definitions in Paragraph 1 of this Call-Off Schedule 8, shall be deemed to be deleted:

10.2.1 Annual Review;

10.2.2 Appropriate Authority or Appropriate Authorities;

10.2.3 Associates;

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- 10.2.4 Class 1 Transaction;
- 10.2.5 Control;
- 10.2.6 Corporate Change Event;
- 10.2.7 Critical National Infrastructure;
- 10.2.8 Critical Service Contract;
- 10.2.9 CRP Information;
- 10.2.10 Dependent Parent Undertaking;
- 10.2.11 Group Structure Information and Resolution Commentary;
- 10.2.12 Parent Undertaking;
- 10.2.13 Public Sector Dependent Supplier;
- 10.2.14 Subsidiary Undertaking;
- 10.2.15 Supplier Group;
- 10.2.16 UK Public Sector Business; and
- 10.2.17 UK Public Sector/CNI Contract Information.

Part B: Corporate Resolution Planning

1. Service Status and Supplier Status

- 1.1 This Contract is a Critical Service Contract.
- 1.2 The Supplier shall notify the Buyer in writing within 5 Working Days of the Effective Date and throughout the Call-Off Contract Period within 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 shall apply if the Contract has been specified as a Critical Service Contract under Paragraph 1.1 of this Part B or the Supplier is or becomes a Public Sector Dependent Supplier.
- 2.2 Subject to Paragraphs 2.6, 2.10 and 2.11 of this Part B:
 - 2.2.1 where the Contract is a Critical Service Contract, the Supplier shall provide the Appropriate Authority or Appropriate Authorities with the CRP Information within 60 days of the Effective Date; and
 - 2.2.2 except where it has already been provided, where the Supplier is a Public Sector Dependent Supplier, it shall provide the Appropriate Authority or Appropriate Authorities with the CRP Information within 60 days of the date of the Appropriate Authority's or Appropriate 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/the-outsourcingplaybook> 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 Appropriate Authority or Appropriate 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

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- 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 Appropriate Authority or Appropriate 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 Appropriate Authority or Appropriate Authorities shall discuss in good faith the contents of the CRP Information with the Supplier and no later than 60 days after the date on which the CRP Information was delivered by the Supplier either provide an Assurance to the Supplier that the Appropriate Authority or Appropriate Authorities approves the CRP Information or that the Appropriate Authority or Appropriate Authorities rejects the CRP Information.
- 2.5 If the Appropriate Authority or Appropriate 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 Appropriate Authority's or Appropriate Authorities' comments, and shall re-submit the CRP Information to the Appropriate Authority or Appropriate Authorities for approval within 30 days of the date of the Appropriate Authority's or Appropriate 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 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 Department 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 Department 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 Appropriate Authority or Appropriate 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 12 months has elapsed since

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- it was issued and no more than 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 If the Contract is a Critical Service Contract, the Supplier shall provide an updated version of the CRP Information (or, in the case of Paragraph 2.8.3 of this Part B its initial CRP Information) to the Appropriate Authority or Appropriate Authorities:
- 2.8.1 within 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 Joint Schedule 7 (Financial Distress) (if applicable);
- 2.8.2 within 30 days of a Corporate Change Event unless not required pursuant to Paragraph 2.10;
- 2.8.3 within 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 6 months after each Accounting Reference Date or within 15 months of the date of the previous Assurance received from the Appropriate Authority (whichever is the earlier), unless:
- (a) updated CRP Information has been provided under any of Paragraphs 2.8.1 2.8.2 or 2.8.3 since the most recent Accounting Reference Date (being no more than 12 months previously) within the timescales that would ordinarily be required for the provision of that information under this Paragraph 2.8.4; or
- (b) unless not required pursuant to Paragraph 2.10.
- 2.9 Where the Supplier is a Public Sector Dependent Supplier and the Contract is not a Critical Service Contract, then on the occurrence of any of the events specified in Paragraphs 2.8.1 to 2.8.4 of this Part B, the Supplier shall provide at the request of the Appropriate Authority or Appropriate Authorities and within the applicable timescales for each event as set out in Paragraph 2.8 (or such longer timescales as may be notified to the Supplier by the Buyer), the CRP Information to the Appropriate Authority or Appropriate Authorities.

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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 Appropriate Authority or Appropriate Authorities that a particular item of CRP Information is highly confidential, the Supplier may, having orally disclosed and discussed that information with the Appropriate Authority or Appropriate 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 Appropriate Authority or Appropriate Authorities to the extent required under Paragraph 2.8.

3. Termination Rights

3.1 The Buyer shall be entitled to terminate the 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 4 months of the Effective Date if this is a Critical Service Contract or otherwise within 4 months of the Appropriate Authority's or Appropriate Authorities' request; or

3.1.2 the Supplier fails to obtain an Assurance from the Appropriate Authority or Appropriate Authorities within 4 months of the date that it was first required to provide the CRP Information under the Contract,

which shall be deemed to be an event to which Clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 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.

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- 4.2 Where the Appropriate 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 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 Appropriate Authority or Appropriate Authorities pursuant to Paragraph 2 of this Part B subject, where necessary, to the Appropriate Authority or Appropriate 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 Appropriate Authority or Appropriate 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 Appropriate 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 sub-contractor under the agreement with the end recipient; or
 - 1.1.3 involve or could reasonably be considered to involve CNI;
 - 1.2 provide the Appropriate 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)

Part A: Short Form Security Requirements

1. Definitions

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

"Breach of Security"	1 the occurrence of: a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, 2 in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;
"Security Management Plan"	3 the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.

2. Complying with security requirements and updates to them

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

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- 2.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 2.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
- 2.5 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3. Security Standards

- 3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
 - 3.2.1 is in accordance with the Law and this Contract;
 - 3.2.2 as a minimum demonstrates Good Industry Practice;
 - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - 3.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 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.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

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4. Security Management Plan

4.1 Introduction

- 4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

4.2 Content of the Security Management Plan

4.2.1 The Security Management Plan shall:

- a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
- b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
- c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites 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;
- d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, 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 Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall 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 Contract;
- f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

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4.3 Development of the Security Management Plan

- 4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
- a) emerging changes in Good Industry Practice;
 - b) any change or proposed change to the Deliverables and/or associated processes;
 - c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
 - d) any new perceived or changed security threats; and
 - e) any reasonable change in requirements requested by the Buyer.
- 4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and

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amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

- a) suggested improvements to the effectiveness of the Security Management Plan;
- b) updates to the risk assessments; and
- c) suggested improvements in measuring the effectiveness of controls.

4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.

4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5. Security breach

5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:

5.2.1 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 to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
- c) prevent an equivalent breach in the future exploiting the same cause failure; and
- d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or

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attempted Breach of Security, including a cause analysis where required by the Buyer.

5.3 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 Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

Call-Off Schedule 10 (Exit Management)

1. Definitions

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

"Exclusive Assets"	1 Supplier Assets used exclusively by the Supplier in the provision of the Deliverables;
"Exit Information"	2 has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	3 the person appointed by each Party to manage their respective obligations under this Schedule;
"Exit Plan"	4 the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;
"Net Book Value"	5 the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	6 those Supplier Assets used by the Supplier in connection with the Deliverables but which are also used by the Supplier for other purposes;
"Registers"	7 the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	8 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"	9 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,

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		whether those goods are provided by the Buyer internally and/or by any third party;
"Termination Assistance"	10	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;
"Termination Assistance Notice"	11	has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	12	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	13	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	14	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"	15	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	16	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2. Supplier must always be prepared for contract exit

2.1 The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.

2.2 During the Contract Period, the Supplier shall promptly:

- 2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and

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2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables

("Registers").

2.3 The Supplier shall:

2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and

2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").

3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.

3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).

3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in

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Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.

4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

4.3 The Exit Plan shall set out, as a minimum:

- 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
- 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.

4.4 The Supplier shall:

- 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every six (6) months throughout the Contract Period; and
 - (b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no

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later than ten (10) Working Days after the date of the Termination Assistance Notice;

- (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and

4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.

4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.

4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

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

5.1.1 the nature of the Termination Assistance required; and

5.1.2 the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.

5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:

5.2.1 no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and

5.2.2 the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.

5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.

5.4 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

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6. Termination Assistance Period

6.1 Throughout the Termination Assistance Period the Supplier shall:

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

6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.

6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract 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 vacate any Buyer Premises;
- 7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;

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7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:

- (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
- (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

8. Assets, Sub-contracts and Software

8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

- 8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
- 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:

- 8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
- 8.2.2 which, if any, of:
 - (a) the Exclusive Assets that are not Transferable Assets; and
 - (b) the Non-Exclusive Assets,

the Buyer and/or the Replacement Supplier requires the continued use of; and

- 8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),

in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The

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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 this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

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9. No charges

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

10. Dividing the bills

10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

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

Call-Off Schedule 11 (Installation Works)

1. When this Schedule should be used

- 1.1. This Schedule is designed to provide additional provisions necessary to facilitate the provision of Deliverables requiring installation by the Supplier.

2. How things must be installed

- 2.1. Where the Supplier reasonably believes, it has completed the Installation Works it shall notify the Buyer in writing. Following receipt of such notice, the Buyer shall inspect the Installation Works and shall, by giving written notice to the Supplier:
 - 2.1.1. accept the Installation Works, or
 - 2.1.2. reject the Installation Works and provide reasons to the Supplier if, in the Buyer's reasonable opinion, the Installation Works do not meet the requirements set out in the Call-Off Order Form (or elsewhere in this Contract).
- 2.2. If the Buyer rejects the Installation Works in accordance with Paragraph 2.1.2, the Supplier shall immediately rectify or remedy any defects and if, in the Buyer's reasonable opinion, the Installation Works do not, within five (5) Working Days of such rectification or remedy, meet the requirements set out in the Call-Off Order Form (or elsewhere in this Contract), the Buyer may terminate this Contract for material Default.
- 2.3. The Installation Works shall be deemed to be completed when the Supplier receives a notice issued by the Buyer in accordance with Paragraph 2.2.1 Notwithstanding the acceptance of any Installation Works in accordance with Paragraph 2.2), the Supplier shall remain solely responsible for ensuring that the Goods and the Installation Works conform to the specification in the Call-Off Order Form (or elsewhere in this Contract). No rights of estoppel or waiver shall arise as a result of the acceptance by the Buyer of the Installation Works.
- 2.4. Throughout the Contract Period, the Supplier shall have at all times all licences, approvals and consents necessary to enable the Supplier and the Supplier Staff to carry out the Installation Works.

Call-Off Schedule 13 (Implementation Plan and Testing)

Part A - Implementation

1. Definitions

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

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

2. Agreeing and following the Implementation Plan

- 2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan **[Insert number of days]** days after the Call-Off Contract Start Date.
- 2.2 The draft Implementation Plan:
- 2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
 - 2.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 2.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days

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of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- 2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.
- 2.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

3. Reviewing and changing the Implementation Plan

- 3.1 Subject to Paragraph 4.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- 3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 3.3 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
- 3.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.

4. Security requirements before the Start Date

- 4.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Call-Off Start Date. The Supplier shall ensure that this is reflected in their Implementation Plans.
- 4.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.
- 4.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
- 4.4 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Call-Off Contract.

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- 4.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.
- 4.6 If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

5. What to do if there is a Delay

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

6. Compensation for a Delay

- 6.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:
 - 6.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;
 - 6.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
 - (a) the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or

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- (b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;
- 6.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
- 6.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
- 6.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

7. [Implementation Plan]

7.1 The Implementation Period will be a [six (6)] Month period.

7.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Call-Off Start Date or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Call-Off Start Date as set out in Order Form.

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

7.3.1 work cooperatively and in partnership with the Buyer, incumbent supplier, and other Framework Supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;

7.3.2 work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;

7.3.3 liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and

7.3.4 produce a Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.

7.4 The Implementation Plan will include detail stating:

7.4.1 how the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data ; and

7.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.

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7.5 In addition, the Supplier shall:

- 7.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
- 7.5.2 mobilise all the Services specified in the Specification within the Call-Off Contract;
- 7.5.3 produce a Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:
 - (a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and
 - (b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 7.5.4 manage and report progress against the Implementation Plan;
- 7.5.5 construct and maintain a Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
- 7.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
- 7.5.7 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.]

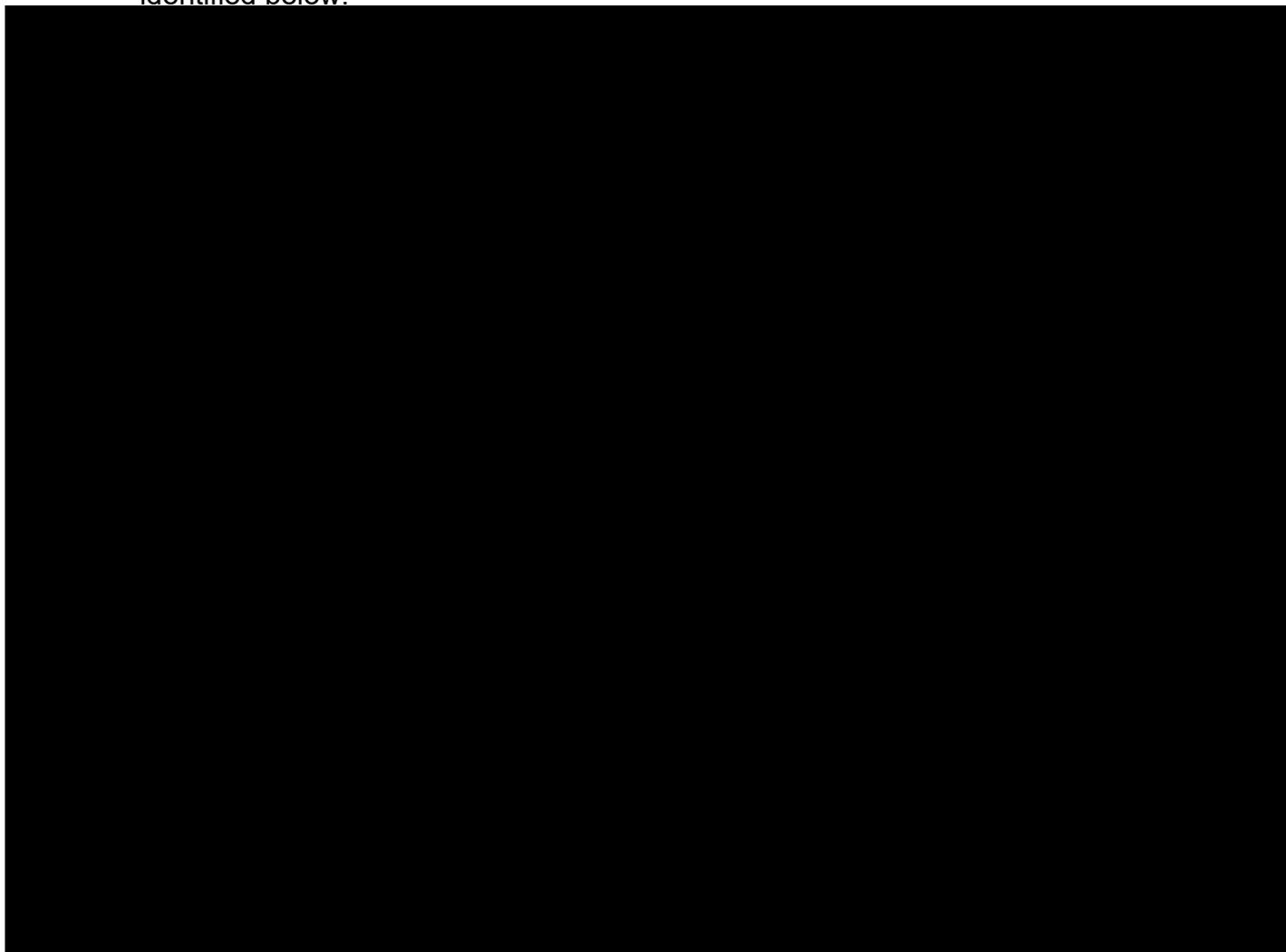
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Annex 1: Implementation Plan

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



Part B - Testing

1. Definitions

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

"Component"	any constituent parts of the 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 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 1;
"Test Issue Management Log"	a log for the recording of Test Issues as described further in Paragraph 8.1 of this 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 Schedule;
"Test Strategy"	a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule;
"Test Success Criteria"	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule;
"Test Witness"	any person appointed by the Buyer pursuant to Paragraph 9 of this Schedule; and
"Testing Procedures"	the applicable testing procedures and Test Success Criteria set out in this Schedule.

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2. How testing should work

- 2.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.
- 2.2 The Supplier shall not submit any Deliverable for Testing:
 - 2.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
 - 2.2.2 until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and
 - 2.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).
- 2.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.
- 2.4 Prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

3. Planning for testing

- 3.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Start Date but in any case no later than twenty (20) Working Days after the Start Date.
- 3.2 The final Test Strategy shall include:
 - 3.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;
 - 3.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
 - 3.2.3 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
 - 3.2.4 the procedure to be followed to sign off each Test;
 - 3.2.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;
 - 3.2.6 the names and contact details of the Buyer and the Supplier's Test representatives;
 - 3.2.7 a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;
 - 3.2.8 the technical environments required to support the Tests; and

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3.2.9 the procedure for managing the configuration of the Test environments.

4. Preparing for Testing

4.1 The Supplier shall develop Test Plans and submit these for Approval as soon as practicable but in any case no later than twenty (20) Working Days prior to the start date for the relevant Testing as specified in the Implementation Plan.

4.2 Each Test Plan shall include as a minimum:

4.2.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and

4.2.2 a detailed procedure for the Tests to be carried out.

4.3 The Buyer shall not unreasonably withhold or delay its approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of the Buyer in the Test Plan.

5. Passing Testing

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

6. How Deliverables will be tested

6.1 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).

6.2 Each Test Specification shall include as a minimum:

6.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;

6.2.2 a plan to make the resources available for Testing;

6.2.3 Test scripts;

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

6.2.5 expected Test results, including:

(a) a mechanism to be used to capture and record Test results; and

(b) a method to process the Test results to establish their content.

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7. Performing the tests

- 7.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.
- 7.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3.
- 7.3 The Supplier shall notify the Buyer at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.
- 7.4 The Buyer may raise and close Test Issues during the Test witnessing process.
- 7.5 The Supplier shall provide to the Buyer in relation to each Test:
 - 7.5.1 a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and
 - 7.5.2 the final Test Report within 5 Working Days of completion of Testing.
- 7.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
 - 7.6.1 an overview of the Testing conducted;
 - 7.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;
 - 7.6.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
 - 7.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and
 - 7.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 7.7 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
- 7.8 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 7.9 If the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical

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following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

8. Discovering Problems

- 8.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.
- 8.2 The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Buyer upon request.
- 8.3 The Buyer shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

9. Test witnessing

- 9.1 The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 9.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 9.3 The Test Witnesses:
 - 9.3.1 shall actively review the Test documentation;
 - 9.3.2 will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
 - 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;

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- 9.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;
- 9.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
- 9.4 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

10. Auditing the quality of the test

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

11. Outcome of the testing

- 11.1 The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 11.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:
 - 11.2.1 the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
 - 11.2.2 the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or

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- 11.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.3 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
- 11.4 The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
- 11.4.1 the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
- 11.4.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.
- 11.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).
- 11.6 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.
- 11.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.
- 11.8 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
- 11.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within 10 Working

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Days of receipt of the Buyer's report pursuant to Paragraph 10.5); and

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

12. Risk

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

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

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

Annex 1: Test Issues – Severity Levels

1. Severity 1 Error

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

2. Severity 2 Error

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

3. Severity 3 Error

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

4. Severity 4 Error

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

5. Severity 5 Error

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

Annex 2: Satisfaction Certificate

To: [insert name of Supplier]

From: [insert name of Buyer]

[insert Date dd/mm/yyyy]

Dear Sirs,

Satisfaction Certificate

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

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

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

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

[OR]

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

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

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Buyer]

Call-Off Schedule 14 (Service Levels)

1. Definitions

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

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

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

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

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

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"), provided that the operation of this paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

1.1 is likely to or fails to meet any Service Level Performance Measure; or

1.2 is likely to cause or causes a Critical Service Failure to occur,

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

1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;

1.2.2 instruct the Supplier to comply with the Rectification Plan Process;

1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or

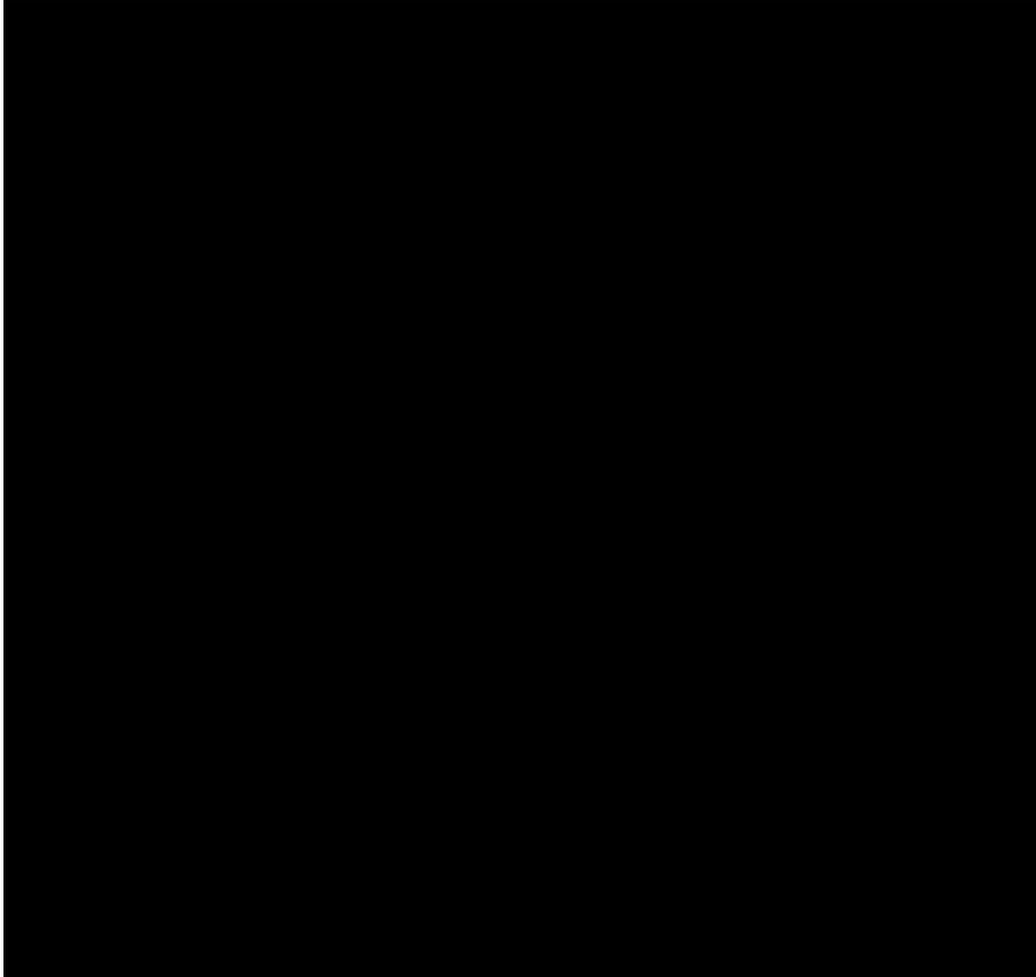
1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

2. Service Credits

2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.

2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

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



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

Example:

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

Worked example: 98% (e.g. Service Level Performance Measure requirement for accurate and timely billing) = 23% of the Charges payable to the Buyer as Service Credits to

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Service Level) - 75% (e.g. actual performance achieved against this Service Level in a Service Period)

be deducted from the next Invoice payable by the Buyer]

Part B: Performance Monitoring

3. Performance Monitoring and Performance Review

- 3.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph **Error! Reference source not found.** of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 3.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 3.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 3.2.3 details of any Critical Service Level Failures;
 - 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 3.2.6 such other details as the Buyer may reasonably require from time to time.
- 3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 3.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.

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

4. Satisfaction Surveys

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

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

1. DEFINITIONS

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

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

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

2. PROJECT MANAGEMENT

2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.

2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Contract Manager

3.1 The Supplier's Contract Manager's shall be:

3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;

3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;

3.1.3 able to cancel any delegation and recommence the position himself; and

3.1.4 replaced only after the Buyer has received notification of the proposed change.

3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

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

4. ROLE OF THE OPERATIONAL BOARD

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

5. Contract Risk Management

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

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Annex: Contract Boards

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

Quarterly meetings to be held remotely

Call-Off Schedule 16 (Benchmarking)

1. DEFINITIONS

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

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

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2. When you should use this Schedule

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

3. Benchmarking

3.1 How benchmarking works

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

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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.

3.2 Benchmarking Process

- 3.2.1 The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:
- (a) a proposed cost and timetable for the Benchmark Review;
 - (b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
 - (c) a description of how the benchmarker will scope and identify the Comparison Group.
- 3.2.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.
- 3.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.
- 3.2.4 Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.
- 3.2.5 Once it has received the Approval of the draft plan, the benchmarker shall:
- (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:
 - (i) market intelligence;
 - (ii) the benchmarker's own data and experience;
 - (iii) relevant published information; and
 - (iv) pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;
 - (b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;

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

3.3 Benchmarking Report

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

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direction of the Buyer in accordance with Clause 24 (Changing the contract).

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1. When you should use this Schedule

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

2. Definitions

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

3. Relevant Convictions

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

3.1.2 Notwithstanding Paragraph 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 shall procure that the relevant Sub-Contractor must):

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

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

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Annex 1 – Relevant Convictions

Legislation (where applicable)	Description of Offence
	Any offence involving mental or bodily injury to a child or young person
	Any offence involving the use of lewd, indecent or libidinous practice or behaviour towards a child or young person
	Any offence of assault or indecent assault on a child
	Any offence of false imprisonment
	Any offence of incest with a child
	Any offence of infanticide
	Any offence of kidnapping
	Any offence of manslaughter
	Any offence of murder
	Any offence of rape
	Any offence of receiving a stolen child
	Any offence of sodomy with a child or without consent
	Any offence of stealing a child or plagium
Administration of Justice (Bailiwick of Guernsey) Law 1991, s11	Torture
Adoption (Jersey) Law 1961, Art 28	Obstruction
Adult Support and Protection (Scotland) Act 2007, s49	Obstruction
Adults With Incapacity (Scotland) Act 2000, s.83	Ill-treatment and wilful neglect
Air Force Act 1955, s70	Civil offences - equivalent offences
Air Navigation Order 1985, Art 47	Endangering safety of an aircraft
Air Navigation Order 1989, Art 50	Endangering safety of an aircraft
Air Navigation Order 1989, Art 51	Endangering safety of any person or property
Air Navigation Order 1995, Art 55	Endangering safety of an aircraft
Air Navigation Order 2005, Art 73	Endangering safety of an aircraft
Air Navigation Order 2009, Art 137	Endangering safety of an aircraft
Anti-Terrorism and Crime Act 2003, s42	Weapons training
Anti-Terrorism and Crime Act 2003, s44	Directing terrorist organisation
Anti-Terrorism and Crime Act 2003, s45	Possession for terrorist purposes
Anti-Terrorism and Crime Act 2003, s47	Incitement
Anti-Terrorism and Crime Act 2003, s60	Use of noxious substances to cause harm or intimidate
Anti-terrorism Crime and Security Act 2001, s113	Use of noxious substance or thing to cause harm or intimidate
Anti-terrorism Crime and Security Act 2001, s47	Use etc of nuclear weapons
Anti-terrorism Crime and Security Act 2001, s50	Assisting or inducing weapons related acts overseas
Armed Forces Act 2006, s42	Criminal conduct - equivalent offences
Army Act 1955, s70	Civil offences - equivalent offences
Asylum and Immigration (Treatment of Claimants, etc.) Act 2004, s4	Trafficking people for exploitation
Attempted Rape Act (Northern Ireland) 1960, s2	Assault with intent to commit rape
Aviation (Bailiwick of Guernsey) Law 2008, s120	Endangering safety of aircraft

Framework Ref: RM6280

Project Version: v1.0

Model Version: v3.1

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Aviation (Bailiwick of Guernsey) Law 2008, s76	Carriage of sporting weapons and munitions of war
Aviation (Bailiwick of Guernsey) Law 2008, s77	Carriage of dangerous goods
Aviation and Maritime Security Act 1990, s1	Endangering safety at aerodromes
Aviation and Maritime Security Act 1990, s10	Seizing or exercising control over fixed platforms
Aviation and Maritime Security Act 1990, s11	Destroying or endangering safety of fixed platforms
Aviation and Maritime Security Act 1990, s12	Other acts endangering or likely to endanger safe navigation
Aviation and Maritime Security Act 1990, s13	Offences involving threats
Aviation and Maritime Security Act 1990, s14	Ancillary offences outside the United Kingdom
Aviation and Maritime Security Act 1990, s9	Hijacking of ships
Aviation Security Act 1982, s1	Hijacking
Aviation Security Act 1982, s2	Destroying, damaging or endangering safety of aircraft
Aviation Security Act 1982, s3	Other acts endangering or likely to endanger safety of aircraft
Aviation Security Act 1982, s4	Offences in relation to certain dangerous articles
Aviation Security Act 1982, s6	Ancillary offences outside the United Kingdom
Care Standards Act 2000, s11	Carrying on or managing an establishment or agency without being registered
Care Standards Act 2000, s24	Failure to comply with conditions
Care Standards Act 2000, s25	Contravention of regulations
Care Standards Act 2000, s26	False descriptions of establishments and agencies
Care Standards Act 2000, s27	False descriptions of applications
Care Standards Act 2000, s28	Failing to display a certificate of registration
Care Standards Act 2000, s31	Obstructing or failing to comply with inspections by persons authorised by registration authority
Care Standards Act 2000, s89	Apply for, offer to do or accept work in a care position when listed by Secretary of State as unsuitable
Care Standards Act 2000, schedule 3	Act as a child minder whilst disqualified from registration
Channel Tunnel (Security) Order 1994, Art 4	Hijacking of Channel Tunnel trains
Channel Tunnel (Security) Order 1994, Art 5	Seizing or exercising control of the tunnel system
Channel Tunnel (Security) Order 1994, Art 6	Destroying a Channel Tunnel train or the tunnel system or endangering their safety
Channel Tunnel (Security) Order 1994, Art 7	Other acts endangering or likely to endanger the safe operation of a Channel Tunnel train or the safety of the tunnel system
Channel Tunnel (Security) Order 1994, Art 8	Offences involving threats
Child Abduction (Northern Ireland) Order 1985, Art 3	Abduction of child by parent, etc
Child Abduction (Northern Ireland) Order 1985, Art 4	Abduction of child by other persons
Child Abduction Act 1984, s1	Offence of abduction of child by parent, etc
Child Abduction Act 1984, s2	Offence of abduction of child by other persons
Child Abduction Act 1984, s6	Taking or sending child out of UK
Child Care Act 1980, s13	Assisting child in care to run away
Child Care Act 1980, s14	Harbouring or concealing a child required to return to local authority
Child Care Act 1980, s16	Compelling, persuading, inciting or assisting child to be absent from premises specified by a care order
Child Custody Act 1987, s50	Abduction of child by parent etc

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Child Custody Act 1987, s51	Abduction of child by other persons
Child Protection (Alderney) Law 1953, s2	Neglect, etc of child
Children (Guernsey And Alderney) Law 2008, s65	Wilfully impeding or obstructing a police officer where child is suffering harm or at risk
Children (Guernsey And Alderney) Law 2008, s74	Abduction of a child
Children (Guernsey And Alderney) Law 2008, s94	Taking, keeping, inducing, assisting or inciting a child to run away or stay away from care
Children (Jersey) Law 1969, Art 71(1)	False statements in connection with an application for registration: nurseries and child-minders
Children (Jersey) Law 1969, Art 71(2)	Occupier of premises used as a nursery or for child-minding when not registered or in contravention of registration
Children (Jersey) Law 1969, Art 71(3)	Providing nursery or child-minding when not registered or in contravention of registration requirements
Children (Jersey) Law 1969, Art 71(5)	Failing to comply with conditions of registration as a nursery or child-minder
Children (Jersey) Law 1969, Art 78	Carrying on a voluntary home when not registered
Children (Jersey) Law 1969, art.100	Unlawfully removing child from care of fit person
Children (Jersey) Law 1969, Art 9	Cruelty to children under sixteen
Children (Jersey) Law 2002, Art 35	Causing harm to or neglecting children under 16
Children (Jersey) Law 2002, Art 37	Obstructing a person exercising a power to remove, or prevent the removal of, a child
Children (Jersey) Law 2002, Art 44	Abduction of children in care, etc [taking or keeping a child, inducing, assisting or inciting to run or stay away)
Children (Jersey) Law 2002, Art 45	Obstructing a person exercising a power to remove a child
Children (Jersey) Law 2002, Art 54	Carrying on a voluntary home when not registered
Children (Northern Ireland) Order 1995, Art 117	Offences relating to private fostering
Children (Northern Ireland) Order 1995, Art 132	Offences relating to childminding and daycare
Children (Northern Ireland) Order 1995, Art 68	Abduction of children in care, etc
Children (Northern Ireland) Order 1995, Art 69	Obstructing an authorised person exercising power to remove a child
Children (Northern Ireland) Order 1995, Art 79	Carrying on an unregistered voluntary home
Children (Northern Ireland) Order 1995, Art 81	Failing to comply with conditions of registration of a voluntary home
Children (Northern Ireland) Order 1995, Art 95	Carrying on an unregistered children's home
Children (Northern Ireland) Order 1995, Art 97	Failing to comply with conditions of registration of a children's home
Children (Northern Ireland) Order 1995, s147	Causing, procuring or allowing a child to take part in or be trained to take part in performances of a dangerous nature
Children (Scotland) Act 1995, s81	Offences in connection with orders etc. for protection of children
Children (Scotland) Act 1995, s83	Harbouring
Children (Scotland) Act 1995, s89	Offences in relation to parental responsibilities orders
Children Act 1958, s14	Offences relating to private fostering
Children Act 1989, s49	Abduction of children in care etc
Children Act 1989, s50(9)	Obstructing an authorised person exercising power to remove a child
Children Act 1989, s63(10)	Offences relating to voluntary homes and children's homes

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Children Act 1989, s70	Offences relating to private fostering
Children Act 1989, s76	Obstruction
Children Act 1989, s78	Offences relating to childminding and daycare for young children
Children Act 1989, s79D	Acting as a child-minder or providing day care whilst unregistered
Children Act 1989, s79F(6)	Registered person contravening or failing to comply with a condition of registration
Children Act 1989, schedule 5, para 1(5)	Offences relating to voluntary homes and children's homes
Children Act 1989, schedule 6, para 2(3)	Offences relating to voluntary homes and children's homes
Children and Young Persons (Guernsey) Law 1967, s11(10)	Harbour or conceal a child or young person subject of a special care order
Children and Young Persons (Guernsey) Law 1967, s11(11)(a)	Assist or induce a child or young person to escape from custody
Children and Young Persons (Guernsey) Law 1967, s11(11)(b)	Without lawful authority take a child or young person away from custody
Children and Young Persons (Guernsey) Law 1967, s11(11)(c)	Harbour or conceal a child or young person who has escaped or been taken away from custody
Children and Young Persons (Guernsey) Law 1967, s13(2)(a)	Assist or induce a child or young person to run away from care
Children and Young Persons (Guernsey) Law 1967, s13(2)(b)	Without lawful authority take a child or young person away from care
Children and Young Persons (Guernsey) Law 1967, s13(2)(c)	Harbour or conceal a child or young person who has run away / been taken away from care
Children and Young Persons (Guernsey) Law 1967, s23(5)	Publishing details of proceedings involving children and young persons
Children and Young Persons (Guernsey) Law 1967, s29(2)	Parent failing to notify change of address where child or young person is in care of local authority / fit person
Children and Young Persons (Guernsey) Law 1967, s31(6)	Person failing to notify change of address where subject to an arrears order
Children and Young Persons (Guernsey) Law 1967, s9(1)	Concealing a child or young person who has run or been taken away from care
Children and Young Persons (Guernsey) Law 1967, s9(2)(a)	Assist or induce a child or young person to run away from care
Children and Young Persons (Guernsey) Law 1967, s9(2)(b)	Without lawful authority take a child or young person away from care
Children and Young Persons (Guernsey) Law 1967, s9(2)(c)	Harbour or conceal a child or young person who has run away / been taken away from care
Children and Young Persons (Scotland) Act 1937, s1	Assault, ill-treat or abandon a child
Children and Young Persons (Scotland) Act 1937, s12	Cruelty to persons under 16
Children and Young Persons (Scotland) Act 1937, s13	Child procurement
Children and Young Persons (Scotland) Act 1937, s14	Allowing a child to reside in a brothel
Children and Young Persons (Scotland) Act 1937, s15	Causing or allowing persons under 16 to be used for begging
Children and Young Persons (Scotland) Act 1937, s22	Exposing children under 7 to risk of burning

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Children and Young Persons (Scotland) Act 1937, s3	Permitting a child to reside in or frequent a brothel
Children and Young Persons (Scotland) Act 1937, s33	Causing, procuring or allowing a child to take part in performances of a dangerous nature
Children and Young Persons (Scotland) Act 1937, s34	Training a person under 12 for a dangerous performance
Children and Young Persons (Scotland) Act 1937, s71	Harbouring or concealing a missing child
Children and Young Persons (Scotland) Act 1969, s32	Compelling, persuading, inciting or assisting child to be absent from detention
Children and Young Persons Act (Northern Ireland) 1968, s101	Compelling, persuading, inciting or assisting child to be absent from a place of safety
Children and Young Persons Act (Northern Ireland) 1968, s105(8)	Harbouring or concealing a child who has run away or been taken away from a place of safety
Children and Young Persons Act (Northern Ireland) 1968, s127(5)	Offences relating to voluntary homes and children's homes
Children and Young Persons Act (Northern Ireland) 1968, s129(3)	Offences relating to voluntary homes and children's homes
Children and Young Persons Act (Northern Ireland) 1968, s14	Offences relating to childminding and daycare
Children and Young Persons Act (Northern Ireland) 1968, s140(5)	Harbouring or concealing a child who has run away
Children and Young Persons Act (Northern Ireland) 1968, s144(3)	Harbouring or concealing a child who has run away
Children and Young Persons Act (Northern Ireland) 1968, s20	Cruelty to persons under 16
Children and Young Persons Act (Northern Ireland) 1968, s21	Causing or encouraging seduction or prostitution of girl under 17
Children and Young Persons Act (Northern Ireland) 1968, s22	Indecent conduct towards child
Children and Young Persons Act (Northern Ireland) 1968, s23	Allowing children or young persons to be in brothels
Children and Young Persons Act (Northern Ireland) 1968, s24	Causing or allowing persons under 16 to be used for begging
Children and Young Persons Act (Northern Ireland) 1968, s29	Exposing children under 12 to risk of burning
Children and Young Persons Act (Northern Ireland) 1968, s88(4)	Harbour or conceal child or young person from training school
Children and Young Persons Act (Northern Ireland) 1968, s9(1)	Offences relating to private fostering
Children and Young Persons Act 1933, s1	Cruelty to children
Children and Young Persons Act 1933, s85(3)	Assist, induce, harbour or conceal a child to run away from care
Children and Young Persons Act 1966, s1	Cruelty, neglect etc. of children
Children and Young Persons Act 1966, s10	Failing to provide for safety of children at entertainments
Children and Young Persons Act 1966, s19	Allowing person under 16 to take part in dangerous performance
Children and Young Persons Act 1966, s20	Training a person under 12 for a dangerous performance
Children and Young Persons Act 1966, s4	Using person under 16 for begging
Children and Young Persons Act 1966, s9	Exposing child under 12 to risk of burning

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Children and Young Persons Act 1966, s98(a)	Taking, keeping, inducing, assisting or inciting a child to run away from a responsible person
Children and Young Persons Act 1969, s32(3)	Compel, persuade, incite or assist another person to become or continue to be absent from care
Children and Young Persons Act 2001, s48	Abduction of person in care
Children and Young Persons Act 2001, s51	Using a home as a children's home without being registered
Children and Young Persons Act 2001, s52	Concerned in children's home whilst disqualified
Children and Young Persons Act 2001, s58	Provide private fostering whilst disqualified
Children and Young Persons Act 2001, s59	Provide private fostering in contravention of a prohibition
Children and Young Persons Act 2001, s60	Fail to give, or give false or misleading notification
Children and Young Persons Act 2001, s64	Act as a child minder or provide day care without being registered
Children and Young Persons Act 2001, s65	Concerned in the provision of child care whilst disqualified
Children and Young Persons Act 2001, s98	Obstruction
Children and Young Persons Act 2001, schedule 6, para 3	Carry on children's home in contravention of conditions
Children and Young Persons Act 2001, schedule 6, para 7	Fail to display certificate of registration
Children and Young Persons Act 2001, schedule 7, para 3	Child-minder, day care provider in breach of certificate of registration
Children's Hearings (Scotland) Act 2011, s171	Assist, induce, harbour or conceal a child to abscond or prevent them from returning
Civic Government (Scotland) Act 1982, s46(1)	Soliciting and importuning
Civic Government (Scotland) Act 1982, s52	Indecent photographs etc. of children
Civic Government (Scotland) Act 1982, s52A	Possession of indecent photographs of children
Common law	Outraging Public Decency
Common law	Indecent Exposure
Common law	Riot
Common law	Affray
Coroners and Justice Act 2009, s62	Possession of prohibited images of children
Coroners and Justice Act 2009, s71	Slavery, servitude and forced or compulsory labour
Crime and Disorder Act 1998, s29	Racially or religiously aggravated assault
Crime and Disorder Act 1998, s31(1)(a)	Racially or religiously aggravated fear or provocation of violence
Crime and Disorder Act 1998, s31(1)(b)	Racially or religiously aggravated intentional harassment, alarm or distress
Crime and Disorder Act 1998, s32(1)(b)	Racially or religiously aggravated fear of violence
Criminal Attempts and Conspiracy (Northern Ireland) Order 1983, Art 3	Attempting to commit an offence
Criminal Code 1872, s3	Violating female heir to Crown
Criminal Code 1872, s4	Levying war or adhering to the King or Queen's enemies
Criminal Code 1872, s5	Slaying Governor, etc
Criminal Code 1872, s11	Inciting to mutiny
Criminal Code 1872, s12	Discharging or aiming firearms, etc, at Sovereign
Criminal Code 1872, s18	Murder
Criminal Code 1872, s19	Conspiring or soliciting to commit murder
Criminal Code 1872, s20	Manslaughter

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Criminal Code 1872, s23	Administering poison, or wounding with intent to murder
Criminal Code 1872, s24	Destroying or damaging a building with explosive with intent to murder
Criminal Code 1872, s25	Firing or casting away a ship with intent to murder
Criminal Code 1872, s26	Attempting to poison, shoot, or drown, etc, with intent to murder
Criminal Code 1872, s27	Otherwise attempting to murder
Criminal Code 1872, s31	Threats to kill
Criminal Code 1872, s33	Shooting or wounding with intent to do grievous bodily harm
Criminal Code 1872, s35	Inflicting bodily injury, with or without weapon
Criminal Code 1872, s36	Attempting to choke, etc, in order to commit any indictable offence
Criminal Code 1872, s37	Using chloroform etc to commit any indictable offence
Criminal Code 1872, s38	Maliciously administering poison, etc, so as to endanger life, or inflict grievous bodily harm
Criminal Code 1872, s41	Neglecting to provide wife, children, apprentices or servants with food whereby life is endangered
Criminal Code 1872, s42	Exposing children whereby life is endangered
Criminal Code 1872, s43	Causing bodily injury by explosives
Criminal Code 1872, s44	Causing gunpowder to explode, or sending explosive, or throwing corrosive fluid with intent to do grievous bodily harm
Criminal Code 1872, s45	Placing explosive near a building with intent to do bodily injury
Criminal Code 1872, s46	Setting spring guns etc with intent to do grievous bodily harm
Criminal Code 1872, s48	Causing bodily harm by furious driving
Criminal Code 1872, s51	Assault with intent to commit felony, or on peace officers etc
Criminal Code 1872, s59	Aggravated assault where victim was under 16
Criminal Code 1872, s60	Unlawful detention and kidnapping
Criminal Code 1872, s69	Child stealing, harbouring or receiving stolen child
Criminal Code 1872, s118	Endangering safety of travellers
Criminal Code 1872, s130	Exhibiting false signals, etc
Criminal Code 1872, s136	Making or having gunpowder, etc, with intent to endanger life or damage property
Criminal Code 1872, s332	Riot
Criminal Damage (Bailiwick of Guernsey) Law 1983, s1(1)	Arson
Criminal Damage (Bailiwick of Guernsey) Law 1983, s1(2)	Criminal damage endangering life
Criminal Damage (Bailiwick of Guernsey) Law 1983, s3(b)	Possessing anything with intent to destroy or damage property endangering life
Criminal Damage (Northern Ireland) Order 1977, Art 3(2)	Criminal damage endangering life
Criminal Damage (Northern Ireland) Order 1977, Art 3(3)	Arson
Criminal Damage Act 1971, s1	Arson
Criminal Damage Act 1971, s1(2)	Destroying or damaging property endangering life

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Criminal Damage Act 1981, s1	Arson
Criminal Damage Act 1981, s1(2)	Destroying or damaging property endangering life
Criminal Jurisdiction (Northern Ireland) Act 1975, s2(1)	Hijacking of ships
Criminal Justice (Evidence etc.) (Northern Ireland) Order 1988, Art 15	Possession of indecent photograph of child
Criminal Justice (International Co-operation) Act 1990, s47	Slavery, servitude and forced or compulsory labour
Criminal Justice (Miscellaneous Provisions) Act (Northern Ireland) 1968, s7	Criminal damage endangering life
Criminal Justice (Miscellaneous Provisions) Act (Northern Ireland) 1968, s9	Riotous, disorderly and indecent behaviour, etc
Criminal Justice (Miscellaneous Provisions) Law 2006, s1(1)	Threats to kill
Criminal Justice (Miscellaneous Provisions) Law 2006, s8(1)	Maliciously administering poison etc so as to endanger life or inflict grievous bodily harm
Criminal Justice (Miscellaneous Provisions) Law 2006, s9(1)	Maliciously administering poison etc with intent to injure, aggrieve or annoy
Criminal Justice (Northern Ireland) Order 1980, Art 9	Inciting girl under 16 to have incestuous sexual intercourse
Criminal Justice (Northern Ireland) Order 2003, Art 19	Buggery
Criminal Justice (Northern Ireland) Order 2003, Art 20	Assault with intent to commit buggery
Criminal Justice (Northern Ireland) Order 2003, Art 21	Indecent assault on a male
Criminal Justice (Scotland) Act 1980, s80(7)	Commit or procure the commission of a homosexual act which is non-consensual or with another aged under 16
Criminal Justice (Scotland) Act 1980, s80(12)	Living on earnings of another from male prostitution
Criminal Justice (Scotland) Act 1980, s80(4)	Gross indecency
Criminal Justice (Scotland) Act 1980, s80(9)	Procure or attempt to procure homosexual act between two other males
Criminal Justice (Scotland) Act 2003, s22	Traffic in prostitution etc
Criminal Justice Act (Northern Ireland) 1945, s25	Child destruction
Criminal Justice Act (Northern Ireland) 1966, s13	Aiding and abetting suicide of a child or young person
Criminal Justice Act 1988, s134	Torture
Criminal Justice Act 1988, s160	Possession of indecent photograph of child
Criminal Justice Act 2001, schedule 3	Possess, make, distribute etc, indecent images of children
Criminal Justice And Court Services Act 2000, s35	Person working, etc, in regulated position whilst disqualified
Criminal Justice and Immigration Act 2008, s63	Possession of extreme pornographic image
Criminal Justice And Licensing (Scotland) Act 2010, s30	Directing serious organised crime
Criminal Justice Police And Courts Act 2006, s3(1)(a)	Possession of firearm with intent to cause fear of violence
Criminal Law Amendment Act (1895), Art 4	Sexual intercourse with a person under 16 years of age
Criminal Law (Consolidation) (Scotland) Act 1995, s1	Incest
Criminal Law (Consolidation) (Scotland) Act 1995, s10	Seduction, prostitution, etc., of girl under 16

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Criminal Law (Consolidation) (Scotland) Act 1995, s11	Trading in prostitution and brothel-keeping
Criminal Law (Consolidation) (Scotland) Act 1995, s12	Allowing child to be in brothel
Criminal Law (Consolidation) (Scotland) Act 1995, s13	Living on earnings of another from male prostitution
Criminal Law (Consolidation) (Scotland) Act 1995, s16A	Conspiracy or incitement to commit certain sexual acts outside the United Kingdom
Criminal Law (Consolidation) (Scotland) Act 1995, s16B	Commission of certain sexual acts outside the United Kingdom
Criminal Law (Consolidation) (Scotland) Act 1995, s2	Intercourse with step-child
Criminal Law (Consolidation) (Scotland) Act 1995, s3	Intercourse of person in position of trust with child under 16
Criminal Law (Consolidation) (Scotland) Act 1995, s5	Intercourse with girl under 16
Criminal Law (Consolidation) (Scotland) Act 1995, s6	Indecent behaviour towards girl between 12 and 16
Criminal Law (Consolidation) (Scotland) Act 1995, s7	Procuring
Criminal Law (Consolidation) (Scotland) Act 1995, s8	Abduction and unlawful detention
Criminal Law (Consolidation) (Scotland) Act 1995, s9	Permitting girl to use premises for intercourse
Criminal Law Act 1977, s54	Inciting girl under 16 to have incestuous sexual intercourse
Criminal Law Act 1977, s1	Conspiracy
Criminal Law Act 1977, s1A	Conspiracy to commit offences outside the United Kingdom
Criminal Law Act 1981, s2(1)	Aiding, abetting, counselling or procuring another's suicide or attempted suicide
Criminal Law Amendment Act 1885, s11	Outrages on decency - gross indecency, where the person with whom the offence was committed was under the age of 16 or did not consent to the act
Criminal Law Amendment Act 1885, s13	Brothel keeping
Criminal Law Amendment Act 1885, s2	Procuration, where the person with whom the offence was committed was under the age of 16 or did not consent to the act
Criminal Law Amendment Act 1885, s3	Procuring defilement of woman by threats or fraud, or administering drugs
Criminal Law Amendment Act 1885, s4	Defilement of girl under 13 years of age
Criminal Law Amendment Act 1885, s5	Defilement of girl between 13 and 16 years of age
Criminal Law Amendment Act 1885, s6	Householder, etc, permitting defilement of young girl on his premises
Criminal Law Amendment Act 1885, s7	Abduction of girl under 18 with intent to have carnal knowledge.
Criminal Law Amendment Act 1885, s8	Unlawful detention with intent to have carnal knowledge
Criminal Law Amendment Act 1895, s1	Procuring woman by threats, false pretences, or administering drugs
Criminal Law Amendment Act 1895, s2	Unlawful sexual intercourse with child under 16

Call-Off Schedule 18 (Background Checks)

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Criminal Law Amendment Act 1895, s4	Unlawful sexual intercourse with mentally deranged female
Criminal Law Amendment Act 1895, s5	Permitting girl under 16 to frequent premises for unlawful sexual intercourse
Criminal Law Amendment Act 1922, s4	Lewd and libidinous practices towards a girl under 16
Criminal Offences (Jersey) Law 2009, Art 1	Aid, abet, counsel or procure the commission of an offence
Criminal Procedure (Scotland) Act 1995, s293	Aid, abet, counsel or procure the commission of an offence
Criminal Procedure (Scotland) Act 1995, s294	Attempt to commit an indictable offence
Customs And Excise (General Provisions) (Jersey) Law 1972, Art 77	Fraudulent evasion of duty, etc where the prohibited goods included indecent photographs of children under the age of 16; or indecent or obscene articles.
Customs And Excise (General Provisions) (Bailiwick Of Guernsey) Law 1972, s23	Importing restricted or prohibited goods
Customs And Excise (General Provisions) (Bailiwick Of Guernsey) Law 1972, s30	Exporting restricted or prohibited goods
Customs And Excise (General Provisions) (Bailiwick Of Guernsey) Law 1972, s77	Fraudulent evasion of duty, etc where the prohibited goods included indecent photographs of children under the age of 16; or indecent or obscene articles.
Customs And Excise (Jersey) Law 1999, Art 61	Fraudulent evasion of duty, etc where the prohibited goods included indecent photographs of children under the age of 16; or indecent or obscene articles.
Customs And Excise Act 1952, s44	Unlawful importation of indecent or obscene articles
Customs And Excise Act 1952, s45	Improper importation of indecent or obscene articles
Customs And Excise Act 1952, s72	Firing upon a vessel of HM Customs
Customs and Excise Management Act 1979, s170	Fraudulent evasion of duty, etc where the prohibited goods included indecent photographs of children under the age of 16; or indecent or obscene articles.
Customs and Excise Management Act 1986, s178	Fraudulent evasion of duty, etc where the prohibited goods included indecent photographs of children under the age of 16; or indecent or obscene articles.
Customs Consolidation Act 1876, s42	Unlawful importation of indecent or obscene articles
Domestic Proceedings (Northern Ireland) Order 1980, Art 19(1)(a)	Breach of protection order by molesting applicant or child of applicant
Day Care of Children (Jersey) Law 2002, Art 12(a)	Allows children to be received into day care accomodation which is not registered
Day Care of Children (Jersey) Law 2002, Art 12(b)	Acts as a day carer without being so registered
Day Care of Children (Jersey) Law 2002, Art 12(c)	Acting as a day carer, or manage, have a financial interest in or employ a person in day care, whilst disqualified
Day Care of Children (Jersey) Law 2002, Art 12(d)	Making false or misleading statements in an application for registration
Day Care of Children (Jersey) Law 2002, Art 12(e)	Failing to comply with conditions or requirements of registration in respect of day care accomodation and day carers
Day Care of Children (Jersey) Law 2002, Art 12(f)	Obstructing an officer exercising powers of entry and / or inspection
Domestic Violence, Crime and Victims Act 2004, s5	Causing or allowing the death of a child or vulnerable adult
Drug Trafficking (Bailiwick of Guernsey) Law 2000, s38(1)(b)	Supplying a scheduled substance to a child (under 16)

Framework Ref: RM6280

Project Version: v1.0

Model Version: v3.1

Call-Off Schedule 18 (Background Checks)

Call-Off Ref:

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Explosive Substances (Jersey) Law 1884, Art 2	Causing an explosion likely to endanger life or property
Explosive Substances (Jersey) Law 1884, Art 3	Commit act involving explosive substance with intent to endanger life or property
Explosive Substances (Jersey) Law 1884, Art 4	Making or possessing explosives for an unlawful purpose
Explosive Substances (Jersey) Law 1884, Art 6	Aid and abet an explosives offence
Explosive Substances Act 1883, s2	Causing explosions likely to endanger life or property
Explosive Substances Act 1883, s3	Attempt to cause explosions or making or keeping explosive w/l to endanger life or property
Explosive Substances Act 1883, s4	Making or possessing explosives with intent to endanger life or property
Explosive Substances Act 1939, s2	Causing explosions likely to endanger life or property
Explosive Substances Act 1939, s3(1)(a)	Intending or conspiring to cause explosions endangering life or property
Explosive Substances Act 1939, s3(1)(b)	Making, possessing or having control of explosives with intent to endanger life or property
Explosive Substances Act 1939, s4	Making, possessing or having control of explosives for unlawful purposes
Explosive Substances Act 1939, s5	Being an accessory to explosive offences
Explosives Act 1875, s77	Trespass in gunpowder factory etc causing explosions or fire
Female Genital Mutilation Act 2003, s1	Female genital mutilation
Female Genital Mutilation Act 2003, s2	Assisting a girl to mutilate her own genitalia
Female Genital Mutilation Act 2003, s3	Assisting a non-uk person to mutilate overseas a girls genitalia
Fire Service (Jersey) Law 1959, Art 14	Arson
Firearms (Guernsey) Law 1983, s14	Possession of firearm with intent to endanger life
Firearms (Guernsey) Law 1983, s15	Using firearm with intent to resist arrest or commit an offence
Firearms (Guernsey) Law 1983, s16	Carrying firearm with intent to prevent arrest
Firearms (Guernsey) Law 1998, s17	Possession of firearm with intent to endanger life
Firearms (Guernsey) Law 1998, s18	Using firearm with intent to resist arrest or commit an offence
Firearms (Guernsey) Law 1998, s19	Carrying firearm with intent to resist arrest or commit an indictable offence
Firearms (Jersey) Law 1956, Art 24	Possession of firearm with intent to endanger life or cause serious injury
Firearms (Jersey) Law 1956, Art 25	Using firearm with intent to resist or prevent arrest
Firearms (Jersey) Law 2000, Art 38	Possession of firearm with intent to injure
Firearms (Jersey) Law 2000, Art 39	Use of firearms to resist arrest, etc
Firearms (Jersey) Law 2000, Art 40	Carrying firearm with criminal intent
Firearms (Northern Ireland) Act 1969, s14	Possession of firearm with intent
Firearms (Northern Ireland) Order 1981, Art 17	Possession of firearm with intent to endanger life or cause fear of violence
Firearms (Northern Ireland) Order 1981, Art 18	Carrying firearm with intent to resist arrest or commit an offence
Firearms (Northern Ireland) Order 1981, Art 19	Carrying firearm with intent
Firearms (Northern Ireland) Order 2004, Art 58	Possession of firearm with intent
Firearms (Northern Ireland) Order 2004, Art 59	Use of firearms to resist arrest
Firearms (Northern Ireland) Order 2004, Art 60	Carrying firearm with criminal intent
Firearms (Sark) Law 2001, s16	Possession of firearm with intent

Framework Ref: RM6280

Project Version: v1.0

Model Version: v3.1

Call-Off Schedule 18 (Background Checks)

Call-Off Ref:

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Firearms (Sark) Law 2001, s17	Use of firearm with intent to resist arrest
Firearms (Sark) Law 2001, s18	Carrying firearm with criminal intent
Firearms Act 1947, s22	Possessing firearm with intent
Firearms Act 1947, s23	Use of firearm with intent to resist arrest
Firearms Act 1968, s1	Carrying firearm with intent to resist arrest or commit indictable offence
Firearms Act 1968, s16	Possession of a firearm w/l to endanger life
Firearms Act 1968, s16A	Possession of a firearm w/l to cause fear of violence
Firearms Act 1968, s17(1)	Use firearm to resist arrest
Firearms Act 1968, s17(2)	Possession of firearm at time of committing or arrest for offence in schedule 1 of Firearms Act
Firearms Act 1968, s18	Carrying a firearm with criminal intent
Foster Children (Scotland) Act 1984, s15	Offences relating to foster children
Foster Children Act 1980, s16	Offences relating to private fostering
Genocide Act 1969, s1	Genocide
Health and Social Care Act 2008, s10	Carrying on a regulated activity without being registered
Health and Social Care Act 2008, s33	Registered person failing to comply with any condition of registration
Health and Social Care Act 2008, s34	Registered person carrying on regulated activity whilst registration in suspended or cancelled
Health and Social Care Act 2008, s35	Contravention of regulations regarding registration in respect of provision of health or social care
Health and Social Care Act 2008, s36	False description of concerns, premises, persons etc as involved in or providing a service in respect of regulated activity
Health and Social Care Act 2008, s37	False statements in applications relating to registration
Health and Social Care Act 2008, s63	Obstructing or failing to comply with person exercising right of entry or inspection
Health and Social Care Act 2008, s64	Failing to comply with requirement to provide documents and information, etc
Health and Social Care Act 2008, s65	Failing to provide an explanation of any relevant matter to the Commission
Health and Social Care Act 2008, s76	Disclosure of confidential personal information
Health and Social Care Act 2008, s10	Carrying on regulated activity without being registered
Hijacking Act 1971, s1	Hijacking
Homosexual Offences (Northern Ireland) Order 1982, Art 7	Procuring others to commit homosexual acts
Homosexual Offences (Northern Ireland) Order 1982, Art 8	Living on earnings of another from male prostitution
Human Medicines Regulations 2012, Reg 255(1)(b)	Administer prescription only medicine when not an appropriate practitioner
Human Trafficking & Exploitation (Support for Victims) (NI) Act 2015, s.2	Human trafficking
Human Trafficking & Exploitation (Support for Victims) (NI) Act 2015, s.4(3)	Kidnapping or false imprisonment with intent to commit a slavery or human trafficking offence
Import Export (Control) (Jersey) Law 1946	Importing obscene articles
Incest Act 1567	Incestuous sexual intercourse
Incest And Related Offences (Scotland) Act 1986, s1	Incest and related offences
Indecency with Children Act 1960, s1	Indecent conduct towards young child

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Infant Life (Preservation) Act 1929, s1	Child destruction
Infanticide Act (Northern Ireland) 1939, s1	Infanticide
Infanticide Act 1938, s1	Infanticide
Infanticide And Infant Life Preservation Act 1938, s1	Child destruction
Infanticide And Infant Life Preservation Act 1938, s2	Infanticide
International Criminal Court Act 2001, s51	Genocide, crimes against humanity and war crimes
International Criminal Court Act 2001, s52	Conduct ancillary to genocide, etc committed outside jurisdiction
Intoxicating Substances (Supply) Act 1985, s1	Supply of intoxicating substances to a child (under 16)
Larceny Act 1916, s23	Robbery
Larceny Act 1916, s27	Housebreaking with intent to commit felony
Law (1895) (Jersey) Criminal Law Amendment, Art 1	Administering or causing to be taken any drug or substance to have unlawful carnal intercourse with a woman or a girl
Law (1895) (Jersey) Criminal Law Amendment, Art 1	Brothel keeping
Law (1895) (Jersey) Criminal Law Amendment, Art 1	Causing a girl under the age of 18 years to have illicit carnal intercourse
Law (1895) (Jersey) Criminal Law Amendment, Art 1	Causing a woman or girl to become a prostitute or to reside in a brothel
Law (1895) (Jersey) Criminal Law Amendment, Art 1	Making, or attempting to make a woman or a girl have unlawful carnal intercourse with another person
Law (1895) (Jersey) Criminal Law Amendment, Art 1	Unlawful carnal intercourse with a woman or girl by false pretences, false representations, threats or intimidation
Law (1895) (Jersey) Criminal Law Amendment, Art 2	Unlawful carnal intercourse with a child under 13 years of age
Law (1895) (Jersey) Criminal Law Amendment, Art 4	Unlawful carnal intercourse with a child under 16 years of age or with a person of insane mind
Law (1895) (Jersey) Criminal Law Amendment, Art 5	Allowing a child under the age of 16 to use premises for the purposes of prostitution or unlawful carnal intercourse
Law (1895) (Jersey) Criminal Law Amendment, Art 6	Controlling a woman or girl against her will for the purposes of prostitution or unlawful carnal intercourse
Law for the Protection of Women and Young Girls (Guernsey) 1914, Art 1(1)	Procuring
Law for the Protection of Women and Young Girls (Guernsey) 1914, Art 1(2)	Procuring by threats, false pretences or drugs
Law for the Protection of Women and Young Girls (Guernsey) 1914, Art 12	Exercising control over prostitutes
Law for the Protection of Women and Young Girls (Guernsey) 1914, Art 2	Intercourse with a girl under 13
Law for the Protection of Women and Young Girls (Guernsey) 1914, Art 3(a)	Intercourse with a girl under 16
Law for the Protection of Women and Young Girls (Guernsey) 1914, Art 3(b)	Intercourse with a defective
Law for the Protection of Women and Young Girls (Guernsey) 1914, Art 4(a)	Permitting girl under 13 to use premises for intercourse

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Law for the Protection of Women and Young Girls (Guernsey) 1914, Art 4(b)	Permitting girl under 16 to use premises for intercourse
Law for the Protection of Women and Young Girls (Guernsey) 1914, Art 5	Abducting girl under 18
Law for the Protection of Women and Young Girls (Guernsey) 1914, Art 6	Detaining woman in a brothel
Law for the Protection of Women and Young Girls (Guernsey) 1914, Art 9(a)	Man living on immoral earnings of prostitution
Law for the Protection of Women and Young Girls (Guernsey) 1914, Art 9(b)	Soliciting
Law for the Punishment of Incest (Guernsey) 1909, s1	Incest
Law for the Punishment of Incest (Guernsey) 1909, s5	Incest
Law relating to Sodomy (Guernsey) 1929, s1	Buggery / Bestiality
Law relating to Sodomy (Guernsey) 1929, s2	Indecent assault
Law relating to Sodomy (Guernsey) 1929, s3	Gross indecency
Law relating to the Protection of Children and Young Persons (Guernsey) 1917, Art 10	Exposing child under 7 to risk of burning
Law relating to the Protection of Children and Young Persons (Guernsey) 1917, Art 11	Allowing person under 16 to reside in a brothel
Law relating to the Protection of Children and Young Persons (Guernsey) 1917, Art 12	Causing girl under 16 to become a prostitute
Law relating to the Protection of Children and Young Persons (Guernsey) 1917, Art 41(1)	All offences contrary to
Law relating to the Protection of Children and Young Persons (Guernsey) 1917, Art 51(1)	Abandoning child under 2
Law relating to the Protection of Children and Young Persons (Guernsey) 1917, Art 51(2)	Abducting girl under 16
Law relating to the Protection of Children and Young Persons (Guernsey) 1917, Art 51(3)	Child stealing, receiving or harbouring a stolen child
Law relating to the Protection of Children and Young Persons (Guernsey) 1917, Art 51(4)	Causing child to take part in a dangerous performance
Law relating to the Protection of Children and Young Persons (Guernsey) 1917, Art 7	Cruelty to a child
Law relating to the Protection of Children and Young Persons (Guernsey) 1917, Art 9	All offence contrary to
Liquor Licensing Ordinance 2006, s31(2)	Permitting licensed premises to be a brothel
Malicious Damage Act 1861, s10	Placing explosives with intent to damage building or contents
Malicious Damage Act 1861, s1 to s8	Arson and attempted arson
Malicious Damage Act 1861, s47	Exhibiting false signals to endanger shipping
Malicious Damage Act 1861, s9	Causing explosion endangering life
Maritime Security Act 1995, s1	Hijacking of ships
Maritime Security Act 1995, s2	Seizing or exercising control of fixed platforms
Maritime Security Act 1995, s3	Destroying ships or fixed platforms or endangering their safety
Maritime Security Act 1995, s4	Other acts endangering or likely to endanger safe navigation
Medical Act 1956, s31	Impersonating a physician

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Medicines Act 1968, s67	Supplying a medicinal product without authorisation
Medicines Act 1968, s67(1A)	Giving a prescription or directions or administering a medical product in contravention of the Act
Mental Capacity Act 2005, s44	Ill-treatment or neglect
Mental Capacity Act 2005, schedule 1, para 4	Making false statements regarding the registration of an instrument - lasting power of attorney
Mental Capacity Act 2005, schedule 4, para 4	Making false statements regarding the registration of an instrument - lasting power of attorney
Mental Deficiency And Lunacy (Scotland) Act 1913, s46	Sexual offences against defectives
Mental Health (Care and Treatment)(Scotland) Act 2003, s311	Non-consensual sexual acts
Mental Health (Care and Treatment)(Scotland) Act 2003, s313	Persons providing care services: sexual offences
Mental Health (Care and Treatment)(Scotland) Act 2003, s315	Ill-treatment and wilful neglect
Mental Health (Jersey) Law 1969, Art 37	Ill-treatment of patients
Mental Health (Jersey) Law 1969, Art 38	Sexual offences against female patients
Mental Health (Northern Ireland) Order 1986, Art 119	Forgery, false statements, etc
Mental Health (Northern Ireland) Order 1986, Art 121	Ill-treatment of patients
Mental Health (Northern Ireland) Order 1986, Art 122	Protection of women suffering from severe mental handicap
Mental Health (Northern Ireland) Order 1986, Art 123	Protection of patients
Mental Health (Northern Ireland) Order 1986, Art 124	Assisting patients to absent themselves without leave
Mental Health (Northern Ireland) Order 1986, Art 125	Obstruction
Mental Health (Scotland) Act 1960, s94	False statements
Mental Health (Scotland) Act 1960, s95	Ill-treatment or neglect of patients
Mental Health (Scotland) Act 1960, s96	Sexual offences against woman defective
Mental Health (Scotland) Act 1960, s97	Unlawful sexual intercourse with mental patient by staff or guardian
Mental Health (Scotland) Act 1960, s98	Assisting escape from mental institution or harbouring
Mental Health (Scotland) Act 1984, s104	Forgery of documents
Mental Health (Scotland) Act 1984, s105	Ill-treatment of patients
Mental Health (Scotland) Act 1984, s106	Unlawful sexual intercourse with protected persons / patients
Mental Health (Scotland) Act 1984, s107	Unlawful sexual intercourse with mentally handicapped female
Mental Health (Scotland) Act 1984, s108	Assisting patients to absent themselves without leave etc
Mental Health (Scotland) Act 1984, s109	Obstruction
Mental Health Act 1959, s125	Forgery of documents
Mental Health Act 1959, s126	Ill-treatment and wilful neglect
Mental Health Act 1959, s128	Sexual intercourse with patients
Mental Health Act 1959, s129	Assisting escape from mental institution or harbouring
Mental Health Act 1974, s90	Forgery of documents
Mental Health Act 1974, s91	Ill-treatment and wilful neglect

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Mental Health Act 1974, s94	Assisting escape from mental institution or harbouring
Mental Health Act 1983, s126	Forgery, false statements, etc.
Mental Health Act 1983, s127	Ill-treatment of patients
Mental Health Act 1983, s128	Assisting patients to absent themselves without leave, etc.
Mental Health Act 1983, s129	Obstruction
Mental Health Act 1998, s122	Forgery and false statements, etc
Mental Health Act 1998, s123	Ill-treatment of patients
Mental Health Act 1998, s124	Assisting patients to absent themselves without leave
Mental Health Act 1998, s125	Obstruction
Merchant Shipping (Bailiwick Of Guernsey) Law 2002, s211	Damage, etc to lighthouses, etc
Merchant Shipping (Bailiwick Of Guernsey) Law 2002, s86	Failure to report dangers to navigation
Merchant Shipping Act 1894, s220	Endangering ship by misconduct
Merchant Shipping Act 1894, s666	Maliciously damage a lighthouse
Misuse of Drugs (Bailiwick of Guernsey) Law 1974, s3	Supplying a controlled drug to a child (under 16)
Misuse of Drugs (Jersey) Law 1978, Art 20	Aid or abet a drugs offence where drugs were supplied or offered to be supplied to a child (under 16)
Misuse of Drugs (Jersey) Law 1978, Art 21	Attempt, incite, aid, abet or assist drugs offence where drugs were supplied or offered to be supplied to a child (under 16)
Misuse of Drugs (Jersey) Law 1978, Art 5	Supplying a controlled drug to a child (under 16)
Misuse of Drugs (Jersey) Law 1978, Art 6	Supplying a scheduled substance to a child (under 16)
Misuse of Drugs (Jersey) Law 1978, Art 7	Supplying a scheduled substance to a child (under 16)
Misuse of Drugs Act 1971, s4(3)	Supplying or offering to supply, or being concerned in supplying or offering to supply, a controlled drug to a child (under 16)
Misuse of Drugs Act 1976, s4(3)	Supplying a controlled drug to a child (under 16)
Misuse of Drugs Act 1976, s20	Assisting in or inducing commission outside the Island of offence punishable under a corresponding law involving supply or offering to supply drugs to a child (under 16)
Modern Slavery Act 2015, s1	Slavery, servitude and forced or compulsory labour
Modern Slavery Act 2015, s2	Human trafficking
Nationality, Immigration and Asylum Act 2002, s145	Traffic in prostitution
Naval Discipline Act 1957, s42	Civil offences - equivalent offences
Northern Ireland (Emergency Provisions) Act 1978, s23	Training in making or use of firearms, explosives or explosive substances
Northern Ireland (Emergency Provisions) Act 1978, s32	Possession of items for terrorist purposes
Northern Ireland (Emergency Provisions) Act 1991, s27	Directing activities of a terrorist organisation
Northern Ireland (Emergency Provisions) Act 1991, s30	Possession of items for terrorist purposes
Northern Ireland (Emergency Provisions) Act 1991, s32	Training in making or use of firearms or explosives
Northern Ireland (Emergency Provisions) Act 1996, s29	Directing activities of a terrorist organisation

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Northern Ireland (Emergency Provisions) Act 1996, s32	Possession of items for terrorist purposes
Northern Ireland (Emergency Provisions) Act 1996, s34	Training in making or use of firearms or explosives
Nuclear Material (Offences) Act 1983, s1	Offences committed outside the United Kingdom in relation to or by means of nuclear material
Nurses and Midwives Act (Northern Ireland) 1970, s14(1)(b)	Falsely claim to be registered
Nursing Homes Registration (Scotland) Act 1938, s4(3)	Fail to complete appropriate records
Obscene Publications (Bailiwick of Guernsey) Law 1985, s1(1)(a)	Importing or exporting obscene publications
Offences Against the Person Act 1861, s16	Threats to kill
Offences Against the Person Act 1861, s18	Wounding with intent to cause grievous bodily harm
Offences Against the Person Act 1861, s20	Malicious wounding
Offences Against the Person Act 1861, s21	Attempt to choke, suffocate or strangle in order to commit or assist in committing any indictable offence
Offences Against the Person Act 1861, s22	Using chloroform etc to commit or assist in the committing of any indictable offence
Offences Against the Person Act 1861, s23	Maliciously administering poison etc so as to endanger life or inflict grievous bodily harm
Offences Against the Person Act 1861, s27	Exposing children whereby life is endangered
Offences Against the Person Act 1861, s28	Causing bodily injury by explosives
Offences Against the Person Act 1861, s29	Using explosives etc with intent to do grievous bodily harm
Offences Against the Person Act 1861, s30	Placing explosives with intent to do bodily injury
Offences Against the Person Act 1861, s31	Setting spring guns etc with intent to do grievous bodily harm
Offences Against the Person Act 1861, s32	Endangering the safety of railway passengers
Offences Against the Person Act 1861, s35	Injuring persons by furious driving
Offences Against the Person Act 1861, s37	Assaulting officer preserving wreck
Offences Against the Person Act 1861, s38	Assault with intent to resist arrest
Offences Against the Person Act 1861, s4	Soliciting murder
Offences Against the Person Act 1861, s42	Common Assault or Battery where victim was under 16
Offences Against the Person Act 1861, s43	Aggravated assault against a child or young person
Offences Against the Person Act 1861, s47	Assault occasioning ABH
Offences Against the Person Act 1861, s48	Rape
Offences Against the Person Act 1861, s5	Manslaughter
Offences Against the Person Act 1861, s52	Indecent assault upon a female
Offences Against the Person Act 1861, s53	Abduction
Offences Against the Person Act 1861, s54	Abduction
Offences Against the Person Act 1861, s55	Abduction of a girl under 16
Offences Against the Person Act 1861, s56	Child stealing, receiving or harbouring a stolen child
Offences Against the Person Act 1861, s58	Administering drugs
Offences Against the Person Act 1861, s61	Buggery, where the person with whom the offence was committed was under the age of 16 or did not consent to the act
Offences Against the Person Act 1861, s62	Indecent assault upon a male
Petty Sessions and Summary Jurisdiction Act 1927, s56(2)	Aggravated assault, assault on a child or young person

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Petty Sessions and Summary Jurisdiction Act 1927, s63(15) and (15A)	Indecent exposure
Petty Sessions and Summary Jurisdiction Act 1927, s66(4)	Furious driving
Pilotage Act 1913, s46	Endangering ship by misconduct
Pilotage Act 1983, s52	Endangering ship by misconduct
Prevention of Terrorism (Temporary Provisions) Act 1989, s16(A)	Possession of articles for terrorist purposes
Prevention of Terrorism (Temporary Provisions) Act 1989, s9	Contributing to acts of terrorism
Prevention of Terrorism Act 2000, s57	Possession of articles for terrorist purposes
Prison (Jersey) Law 1957, Art 29	Conveying drugs to a prisoner
Prohibition of Female Circumcision Act 1985, s1	Prohibition of female circumcision
Prohibition of Female Genital Mutilation (Scotland) Act 2005, s1	Female genital mutilation
Prohibition of Female Genital Mutilation (Scotland) Act 2005, s3	Aiding and abetting female genital mutilation
Prohibition of Female Genital Mutilation (Scotland) Act 2005, s4	Female genital mutilation - extra-territorial acts
Protection from Harassment (Bailiwick of Guernsey) Law 2005, s3	Putting people in fear of violence
Protection from Harassment (Northern Ireland) Order 1997, Art 6	Putting people in fear of violence
Protection from Harrassment Act 1997, s4	Putting people in fear of violence
Protection from Harrassment Act 1997, s4A	Stalking involving fear of violence or serious alarm or distress
Protection from Harrassment Act 2000, s4	Putting people in fear of violence
Protection of Aircraft Act 1973, s1	Destroying, damaging or endangering aircraft
Protection of Aircraft Act 1973, s16	Possessing dangerous articles on aircraft, aerodrome or air navigation installation
Protection of Aircraft Act 1973, s2	Destroying or damaging air navigation facility or endangering aircraft
Protection of Aircraft Act 1973, s3	Inducing or assisting an offence against aircraft
Protection of Children and Prevention of Sexual Offences (Scotland) Act 2005, s1	Meeting a child following certain preliminary contact
Protection of Children and Prevention of Sexual Offences (Scotland) Act 2005, s10	Causing or inciting provision by child of sexual services or child pornography
Protection of Children and Prevention of Sexual Offences (Scotland) Act 2005, s11	Controlling a child providing sexual services or involved in pornography
Protection of Children and Prevention of Sexual Offences (Scotland) Act 2005, s12	Arranging or facilitating provision by child of sexual services or child pornography
Protection of Children and Prevention of Sexual Offences (Scotland) Act 2005, s9	Paying for sexual services of a child
Protection of Children (Bailiwick of Gurnsey) Law 1985, s1	Gross indecency with/ towards a child or inciting a child to such an act
Protection of Children (Bailiwick of Gurnsey) Law 1985, s2	Print, publish, sell or hire, or possess with intent to sell or hire, harmful publications which would tend to corrupt a child
Protection of Children (Bailiwick of Gurnsey) Law 1985, s3(1)(a)	Take, permit or make and indecent photograprs or pseudo-photographs of children

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Protection of Children (Bailiwick of Gurnsey) Law 1985, s3(1)(b)	Distribute or show indecent photographs or pseudo-photographs of children
Protection of Children (Bailiwick of Gurnsey) Law 1985, s3(1)(c)	Possess indecent photographs or pseudo-photographs of children with intent to distribute or show to others
Protection of Children (Bailiwick of Gurnsey) Law 1985, s3(1)(d)	Publish any advertisement regarding the distribution or showing of indecent photographs or pseudo-photographs of children
Protection of Children (Bailiwick of Gurnsey) Law 1985, s3A(1)	Possess indecent photographs or pseudo-photographs of children
Protection of Children (Jersey) Law 1994, Art 2	Taking, or permitting to be taken, any indecent photograph of a child
Protection of Children (Northern Ireland) Order 1978, Art 3	Indecent photographs of children
Protection of Children (Scotland) Act 2003, s11(1)	Offences relating to working with children whilst disqualified
Protection of Children Act 1978, s1	Indecent photographs of children
Protection of Children and Prevention of Sexual Offences (Scotland) Act 2005, s1	Meeting a child following certain preliminary contact
Protection of Children and Prevention of Sexual Offences (Scotland) Act 2005, s10	Causing or inciting provision by child of sexual services or child pornography
Protection of Children and Prevention of Sexual Offences (Scotland) Act 2005, s11	Controlling a child providing sexual services or involved in pornography
Protection of Children and Prevention of Sexual Offences (Scotland) Act 2005, s12	Arranging or facilitating provision by child of sexual services or child pornography
Protection of Children and Prevention of Sexual Offences (Scotland) Act 2005, s9	Paying for sexual services of a child
Protection of Children and Vulnerable Adults (Northern Ireland) Order 2003, Art 30	Offences relating to working with children whilst disqualified
Protection of the Person and Property Act (Northern Ireland) 1969, s3	Use of petrol bombs, etc
Protection of Vulnerable Groups (Scotland) Act 2007, s34	Barred person not to engage in regulated activity
Protection of Vulnerable Groups (Scotland) Act 2007, s35	Organisations not to use barred individuals for regulated work
Protection of Vulnerable Groups (Scotland) Act 2007, s36	Personnel suppliers not to supply barred individuals for regulated work
Psychoactive Substances Act 2016, s5	Supply of psychoactive substance to a child (under 16)
Public Order (Bailiwick of Guernsey) Law 2006, s1	Riot
Public Order (Bailiwick of Guernsey) Law 2006, s2	Violent disorder
Public Order (Bailiwick of Guernsey) Law 2006, s3	Affray
Public Order Act 1986, s1	Riot
Public Order Act 1986, s2	Violent disorder
Public Order Act 1986, s3	Affray
Public Order Act 1998, s1	Affray
Public Services Reform (Scotland) Act 2010, s78	Regulations: care services
Public Services Reform (Scotland) Act 2010, s80	Offences in relation to registration
Public Services Reform (Scotland) Act 2010, s81	False statements in applications
Punishment of Incest Act 1908, s1	Incest by males

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Punishment of Incest Act 1908, s2	Incest by females
Registered Homes (Northern Ireland) Order 1992, Art 17(1)	Carrying on a home whilst not registered
Registered Homes Act 1984, s16(2)	Contravening or failing to comply with regulations
Registered Homes Act 1984, s17(6)	Obstruction
Registered Homes Act 1984, s2	Carrying on a residential care home without being registered
Registered Homes Act 1984, s23(1)	Carrying on a nursing home or mental nursing home without being registered
Registered Homes Act 1984, s23(6)	Failing to display a certificate of registration
Registered Homes Act 1984, s24(1)	Holding out premises as nursing home or maternity home
Registered Homes Act 1984, s24(2)	Holding out premises as mental nursing home
Registered Homes Act 1984, s26(e)	Contravening or failing to comply with regulations
Registered Homes Act 1984, s27(g)	Contravening or failing to comply with regulations
Registered Homes Act 1984, s29(4)	Failing to comply with a condition of registration
Registered Homes Act 1984, s35(5)	Obstruction
Registered Homes Act 1984, s35(6)	Obstruction
Registered Homes Act 1984, s5(5)	Failing to comply with a condition of registration
Registered Homes Act 1984, s5(6)	Failing to display a certificate of registration
Regulation of Care (Scotland) Act 2001, s21	Offences in relation to registration
Regulation of Care (Scotland) Act 2001, s22	False statements in applications
Regulation of Care (Scotland) Act 2001, s29(10)	Offences under regulations
Representation of the People Act 1949, s101	Abduction
Road Traffic (Drink Driving) (Guernsey) Law 1989, s1A	Causing death by careless driving when under the influence of drink or drugs
Road Traffic (Jersey) Law 1956, Art 14a	Causing death by dangerous driving
Road Traffic (Jersey) Law 1956, Art 23	Causing death by dangerous driving
Road Traffic (Jersey) Law 1956, Art 26	Causing death by careless driving when under the influence of drink or drugs
Road Traffic (Northern Ireland) Order 1981, Art 139	Causing death or grievous bodily harm by reckless driving
Road Traffic (Northern Ireland) Order 1981, Art 172(b)	Aggravated vehicle taking causing death or grievous bodily injury
Road Traffic (Northern Ireland) Order 1995, Art 11(a)	Causing death or grievous bodily injury by careless or inconsiderate driving
Road Traffic (Northern Ireland) Order 1995, Art 12(b)	Causing death by driving whilst disqualified
Road Traffic (Northern Ireland) Order 1995, Art 14	Causing death or grievous bodily injury by careless driving when under influence of drink or drugs
Road Traffic (Northern Ireland) Order 1995, Art 15	Causing death or grievous bodily injury by careless or inconsiderate driving with excess alcohol
Road Traffic (Northern Ireland) Order 1995, Art 9	Causing death or grievous bodily injury by dangerous driving
Road Traffic Act, 1960, s1	Causing death by reckless or dangerous driving
Road Traffic Act 1972, s1	Causing death by reckless or dangerous driving
Road Traffic Act 1985, s1	Causing death by dangerous driving
Road Traffic Act 1985, s1(a)	Causing serious bodily harm by dangerous driving
Road Traffic Act 1985, s2(b)	Causing death by careless or inconsiderate driving
Road Traffic Act 1985, s2(c)	Causing serious bodily harm by careless or inconsiderate driving

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Model Version: v3.1

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Road Traffic Act 1985, s3(a)	Causing death by careless driving when under the influence of drink or drugs
Road Traffic Act 1985, s3(b)	Causing death by driving whilst unlicensed, disqualified or uninsured
Road Traffic Act 1988, s1	Causing death by dangerous driving
Road Traffic Act 1988, s3A	Causing death by careless driving when under the influence of drink or drugs
Road Traffic Act 1988, s3ZB	Causing death by driving whilst unlicensed, disqualified or uninsured
Safeguarding Vulnerable Groups (Northern Ireland) Order 2007, Art 11	Barred person not to engage in regulated activity
Safeguarding Vulnerable Groups Act 2006, s19	Permitting or supplying a barred person to engage in regulated activity
Safeguarding Vulnerable Groups Act 2006, s7	Barred person not to engage in regulated activity
Safeguarding Vulnerable Groups Act 2006, s9	Use of barred person for regulated activity
Serious Crime Act 2007, s44	Intentionally encouraging or assisting an offence
Serious Crime Act 2007, s45	Encouraging or assisting an offence believing it will be committed
Serious Crime Act 2007, s46	Encouraging or assisting offences believing one or more will be committed
Sexual Offences (Amendment) Act 2000, s3	Abuse of position of trust
Sexual Offences (Bailiwick of Guernsey) Law 1983, s4	Procuring others to commit homosexual acts
Sexual Offences (Bailiwick of Guernsey) Law 1983, s5	Living on earnings of male prostitution
Sexual Offences (Conspiracy and Incitement) Act 1996, s1	Conspiracy to commit sexual offences outside the United Kingdom
Sexual Offences (Conspiracy and Incitement) Act 1996, s2	Incitement to commit sexual offences outside the United Kingdom
Sexual Offences (Jersey) Law 2007, Art 2	Meeting a child following sexual grooming, etc
Sexual Offences (Jersey) Law 2007, Art 3	Abuse of position of trust: sexual activity with a child
Sexual Offences (Jersey) Law 2007, Art 4	Abuse of position of trust: causing or inciting a child to engage in sexual activity
Sexual Offences (Jersey) Law 2007, Art 5	Abuse of position of trust: sexual activity in the presence of a child
Sexual Offences (Jersey) Law 2007, Art 6	Abuse of position of trust: causing a child to watch a sexual act
Sexual Offences (Northern Ireland) Order 1978, Art 3	Rape
Sexual Offences (Northern Ireland) Order 2008, Art 12	Rape of a child under 13
Sexual Offences (Northern Ireland) Order 2008, Art 13	Assault of a child under 13 by penetration
Sexual Offences (Northern Ireland) Order 2008, Art 14	Sexual assault of a child under 13
Sexual Offences (Northern Ireland) Order 2008, Art 15	Causing or inciting a child under 13 to engage in sexual activity
Sexual Offences (Northern Ireland) Order 2008, Art 16	Sexual activity with a child
Sexual Offences (Northern Ireland) Order 2008, Art 17	Causing or inciting a child to engage in sexual activity

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Sexual Offences (Northern Ireland) Order 2008, Art 18	Engaging in sexual activity in the presence of a child
Sexual Offences (Northern Ireland) Order 2008, Art 19	Causing a child to watch a sexual act
Sexual Offences (Northern Ireland) Order 2008, Art 20	Sexual offences against children committed by children or young persons
Sexual Offences (Northern Ireland) Order 2008, Art 21	Arranging or facilitating commission of a sex offence against a child
Sexual Offences (Northern Ireland) Order 2008, Art 22	Meeting a child following sexual grooming etc.
Sexual Offences (Northern Ireland) Order 2008, Art 23	Abuse of position of trust: sexual activity with a child
Sexual Offences (Northern Ireland) Order 2008, Art 24	Abuse of position of trust: causing or inciting a child to engage in sexual activity
Sexual Offences (Northern Ireland) Order 2008, Art 25	Abuse of position of trust: sexual activity in the presence of a child
Sexual Offences (Northern Ireland) Order 2008, Art 26	Abuse of position of trust: causing a child to watch a sexual act
Sexual Offences (Northern Ireland) Order 2008, Art 27	Abuse of position of trust: acts done in England and Wales or Scotland
Sexual Offences (Northern Ireland) Order 2008, Art 32	Sexual activity with a child family member
Sexual Offences (Northern Ireland) Order 2008, Art 33	Inciting a child family member to engage in sexual activity
Sexual Offences (Northern Ireland) Order 2008, Art 37	Paying for sexual services of a child
Sexual Offences (Northern Ireland) Order 2008, Art 38	Causing or inciting child prostitution or pornography
Sexual Offences (Northern Ireland) Order 2008, Art 39	Controlling a child prostitute or a child involved in pornography
Sexual Offences (Northern Ireland) Order 2008, Art 40	Arranging or facilitating child prostitution or pornography
Sexual Offences (Northern Ireland) Order 2008, Art 42	Indecent photographs of persons aged 16 or 17
Sexual Offences (Northern Ireland) Order 2008, Art 43	Sexual activity with a person with a mental disorder impeding choice
Sexual Offences (Northern Ireland) Order 2008, Art 44	Causing or inciting a person, with a mental disorder impeding choice, to engage in sexual activity
Sexual Offences (Northern Ireland) Order 2008, Art 45	Engaging in sexual activity in the presence of a person with a mental disorder impeding choice
Sexual Offences (Northern Ireland) Order 2008, Art 46	Causing a person, with a mental disorder impeding choice, to watch a sexual act
Sexual Offences (Northern Ireland) Order 2008, Art 47	Inducement, threat or deception to procure sexual activity with a person with a mental disorder
Sexual Offences (Northern Ireland) Order 2008, Art 48	Causing a person with a mental disorder to engage in or agree to sexual activity by inducement, threat or deception
Sexual Offences (Northern Ireland) Order 2008, Art 49	Engaging in sexual activity in the presence, by inducement, threat or deception, of a person with a mental disorder
Sexual Offences (Northern Ireland) Order 2008, Art 5	Rape

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Sexual Offences (Northern Ireland) Order 2008, Art 50	Causing a person with a mental disorder to watch a sexual act by inducement, threat or deception
Sexual Offences (Northern Ireland) Order 2008, Art 51	Care workers: sexual activity with a person with a mental disorder
Sexual Offences (Northern Ireland) Order 2008, Art 52	Care workers: causing or inciting sexual activity
Sexual Offences (Northern Ireland) Order 2008, Art 53	Care workers: sexual activity in the presence of a person with a mental disorder
Sexual Offences (Northern Ireland) Order 2008, Art 54	Care workers: causing a person with a mental disorder to watch a sexual act
Sexual Offences (Northern Ireland) Order 2008, Art 59	Loitering or soliciting for purposes of prostitution
Sexual Offences (Northern Ireland) Order 2008, Art 6	Assault by penetration
Sexual Offences (Northern Ireland) Order 2008, Art 60	Kerb-crawling
Sexual Offences (Northern Ireland) Order 2008, Art 61	Persistent soliciting
Sexual Offences (Northern Ireland) Order 2008, Art 62	Causing or inciting prostitution for gain
Sexual Offences (Northern Ireland) Order 2008, Art 63	Controlling prostitution for gain
Sexual Offences (Northern Ireland) Order 2008, Art 64	Keeping a brothel used for prostitution
Sexual Offences (Northern Ireland) Order 2008, Art 64A	Paying for sexual services of a prostitute subjected to force etc
Sexual Offences (Northern Ireland) Order 2008, Art 65	Administering a substance with intent
Sexual Offences (Northern Ireland) Order 2008, Art 66	Committing an offence with intent to commit a sexual offence
Sexual Offences (Northern Ireland) Order 2008, Art 67	Trespass with intent to commit a sexual offence
Sexual Offences (Northern Ireland) Order 2008, Art 68	Sex with an adult relative: penetration
Sexual Offences (Northern Ireland) Order 2008, Art 69	Sex with an adult relative: consenting to penetration
Sexual Offences (Northern Ireland) Order 2008, Art 7	Sexual assault
Sexual Offences (Northern Ireland) Order 2008, Art 70	Exposure
Sexual Offences (Northern Ireland) Order 2008, Art 71	Voyeurism
Sexual Offences (Northern Ireland) Order 2008, Art 73	Intercourse with an animal
Sexual Offences (Northern Ireland) Order 2008, Art 74	Sexual penetration of a corpse
Sexual Offences (Northern Ireland) Order 2008, Art 76	Offences outside the United Kingdom
Sexual Offences (Northern Ireland) Order 2008, Art 8	Causing a person to engage in sexual activity without consent
Sexual Offences (Scotland) Act 1967, s4	Procuring others to commit homosexual acts
Sexual Offences (Scotland) Act 1967, s5	Living on earnings of male prostitution

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Sexual Offences (Scotland) Act 1976, s1	Procuring
Sexual Offences (Scotland) Act 1976, s10	Permitting girl to use premises for intercourse
Sexual Offences (Scotland) Act 1976, s11	Causing or encouraging seduction, prostitution, etc, of girl under 16
Sexual Offences (Scotland) Act 1976, s12	Persons trading in prostitution
Sexual Offences (Scotland) Act 1976, s13	Brothel keeping
Sexual Offences (Scotland) Act 1976, s14	Allowing child to be in brothel
Sexual Offences (Scotland) Act 1976, s2	Procuring by threats, etc
Sexual Offences (Scotland) Act 1976, s2A	Incest
Sexual Offences (Scotland) Act 1976, s2B	Intercourse with step-child
Sexual Offences (Scotland) Act 1976, s2C	Intercourse of person in position of trust with child under 16
Sexual Offences (Scotland) Act 1976, s3	Intercourse with girl under 13
Sexual Offences (Scotland) Act 1976, s4	Intercourse with girl between 13 and 16
Sexual Offences (Scotland) Act 1976, s5	Indecent behaviour towards girl between 12 and 16
Sexual Offences (Scotland) Act 1976, s7	Gross indecency between males, where the person with whom the offence was committed was under the age of 16 or did not consent to the act
Sexual Offences (Scotland) Act 1976, s8	Abduction of girl under 18 with intent to have sexual intercourse
Sexual Offences (Scotland) Act 1976, s9	Unlawful detention with intent to have sexual intercourse
Sexual Offences (Scotland) Act 2009, s1	Rape
Sexual Offences (Scotland) Act 2009, s2	Sexual assault by penetration
Sexual Offences (Scotland) Act 2009, s3	Sexual assault
Sexual Offences (Scotland) Act 2009, s4	Sexual coercion
Sexual Offences (Scotland) Act 2009, s11	Administering a substance for sexual purposes
Sexual Offences (Scotland) Act 2009, s18	Rape of a young child
Sexual Offences (Scotland) Act 2009, s19	Sexual assault on a young child by penetration
Sexual Offences (Scotland) Act 2009, s20	Sexual assault on a young child
Sexual Offences (Scotland) Act 2009, s21	Causing a young child to participate in a sexual activity
Sexual Offences (Scotland) Act 2009, s22	Causing a young child to be present during a sexual activity
Sexual Offences (Scotland) Act 2009, s23	Causing a young child to look at a sexual image
Sexual Offences (Scotland) Act 2009, s24	Communicating indecently with a young child etc
Sexual Offences (Scotland) Act 2009, s25	Sexual exposure to a young child
Sexual Offences (Scotland) Act 2009, s26	Voyeurism towards a young child
Sexual Offences (Scotland) Act 2009, s28	Having intercourse with an older child
Sexual Offences (Scotland) Act 2009, s29	Engaging in penetrative sexual activity with or towards an older child
Sexual Offences (Scotland) Act 2009, s30	Engaging in sexual activity with or towards an older child
Sexual Offences (Scotland) Act 2009, s31	Causing an older child to participate in a sexual activity
Sexual Offences (Scotland) Act 2009, s32	Causing an older child to be present during a sexual activity
Sexual Offences (Scotland) Act 2009, s33	Causing an older child to look at a sexual image
Sexual Offences (Scotland) Act 2009, s34	Communicating indecently with an older child etc
Sexual Offences (Scotland) Act 2009, s35	Sexual exposure to an older child
Sexual Offences (Scotland) Act 2009, s36	Voyeurism towards an older child

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Sexual Offences (Scotland) Act 2009, s37	Older children engaging in sexual conduct with each other
Sexual Offences (Scotland) Act 2009, s42	Sexual abuse of trust
Sexual Offences (Scotland) Act 2009, s46	Sexual abuse of trust of a mentally disordered person
Sexual Offences (Scotland) Act 2009, s5	Coercing a person into being present during a sexual activity
Sexual Offences (Scotland) Act 2009, s6	Coercing a person into looking at a sexual image
Sexual Offences (Scotland) Act 2009, s7	Communicating indecently etc
Sexual Offences (Scotland) Act 2009, s8	Sexual exposure
Sexual Offences (Scotland) Act 2009, s9	Voyeurism
Sexual Offences Act 1956, s1	Rape
Sexual Offences Act 1956, s10	Incest by a man
Sexual Offences Act 1956, s11	Incest by a woman
Sexual Offences Act 1956, s12	Buggery, where the person with whom the offence was committed was under the age of 16 or did not consent to the act
Sexual Offences Act 1956, s13	Indecency between men, where the person with whom the offence was committed was under the age of 16 or did not consent to the act
Sexual Offences Act 1956, s14	Indecent assault on a woman
Sexual Offences Act 1956, s15	Indecent assault on a man
Sexual Offences Act 1956, s16	Assault with intent to commit buggery
Sexual Offences Act 1956, s17	Abduction of woman by force or for the sake of her property
Sexual Offences Act 1956, s19	Abduction of unmarried girl under 18 from parent or guardian
Sexual Offences Act 1956, s2	Procurement of woman by threats
Sexual Offences Act 1956, s20	Abduction of unmarried girl under 16 from parent or guardian
Sexual Offences Act 1956, s21	Abduction of defective from parent or guardian
Sexual Offences Act 1956, s22	Causing prostitution of women
Sexual Offences Act 1956, s23	Procuration of girl under 21
Sexual Offences Act 1956, s24	Detention of woman in brothel or other premises
Sexual Offences Act 1956, s25	Permitting girl under 13 to use premises for intercourse
Sexual Offences Act 1956, s26	Permitting girl between 13 and 16 to use premises for intercourse
Sexual Offences Act 1956, s27	Permitting defective to use premises for intercourse
Sexual Offences Act 1956, s28	Causing or encouraging prostitution of, intercourse with or indecent assault on, girl under 16
Sexual Offences Act 1956, s29	Causing or encouraging prostitution of defective
Sexual Offences Act 1956, s3	Procurement of woman by false pretences
Sexual Offences Act 1956, s30	Man living on earnings of prostitution
Sexual Offences Act 1956, s31	Woman exercising control over prostitute
Sexual Offences Act 1956, s32	Soliciting by men
Sexual Offences Act 1956, s33	Keeping a brothel
Sexual Offences Act 1956, s4	Administering drugs to to obtain or facilitate intercourse
Sexual Offences Act 1956, s5	Intercourse with girl under 13
Sexual Offences Act 1956, s6	Intercourse with girl between 13 and 16
Sexual Offences Act 1956, s7	Intercourse with defective

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Sexual Offences Act 1956, s9	Procurement of defective
Sexual Offences Act 1967, s4	Procuring others to commit homosexual acts
Sexual Offences Act 1967, s5	Living on earnings of male prostitution
Sexual Offences Act 1992 (Isle of Man), s1	Rape
Sexual Offences Act 1992 (Isle of Man), s11	Assault with intent to commit buggery
Sexual Offences Act 1992 (Isle of Man), s12	Bestiality
Sexual Offences Act 1992 (Isle of Man), s13	Indecent assault
Sexual Offences Act 1992 (Isle of Man), s14	Gross indecency with person under 16
Sexual Offences Act 1992 (Isle of Man), s15	Abduction by force
Sexual Offences Act 1992 (Isle of Man), s16	Abducting woman defective
Sexual Offences Act 1992 (Isle of Man), s17	Causing prostitution
Sexual Offences Act 1992 (Isle of Man), s18	Procurement of person under 18
Sexual Offences Act 1992 (Isle of Man), s19	Procuring woman defective
Sexual Offences Act 1992 (Isle of Man), s2	Procurement by threats or lies
Sexual Offences Act 1992 (Isle of Man), s20	Detention in brothel
Sexual Offences Act 1992 (Isle of Man), s21	Permitting person under 16 to use premises for sex
Sexual Offences Act 1992 (Isle of Man), s22	Permitting defective to use premises for intercourse
Sexual Offences Act 1992 (Isle of Man), s23	Causing or encouraging prostitution of person under 16
Sexual Offences Act 1992 (Isle of Man), s24	Causing defective to become prostitute
Sexual Offences Act 1992 (Isle of Man), s25	Living on immoral earnings or exercising control over prostitute
Sexual Offences Act 1992 (Isle of Man), s26	Soliciting
Sexual Offences Act 1992 (Isle of Man), s27	Loitering for purposes of prostitution
Sexual Offences Act 1992 (Isle of Man), s28	Brothel keeping
Sexual Offences Act 1992 (Isle of Man), s29	Letting premises for use as brothel
Sexual Offences Act 1992 (Isle of Man), s3	Administering drugs for sexual purposes
Sexual Offences Act 1992 (Isle of Man), s30	Cause girl under 16 to become prostitute, permit premises to be used as brothel
Sexual Offences Act 1992 (Isle of Man), s31	Permit premises to be used for prostitution
Sexual Offences Act 1992 (Isle of Man), s4	Unlawful sexual intercourse
Sexual Offences Act 1992 (Isle of Man), s5	Sexual act with subnormal person
Sexual Offences Act 1992 (Isle of Man), s6	Sexual offences against mental patient by hospital staff or guardian
Sexual Offences Act 1992 (Isle of Man), s7	Incest (including attempted)
Sexual Offences Act 1992 (Isle of Man), s8	Inciting girl under 16 to commit incest
Sexual Offences Act 1992 (Isle of Man), s9	Buggery, gross indecency and procuring man, where the person with whom the offence was committed was under the age of 16 or did not consent to the act
Sexual Offences Act 1997, s29	Brothel keeping
Sexual Offences Act 1997, s30	Permit premises to be used as a brothel
Sexual Offences Act 2003, s113(1)	Engaging in conduct prohibited by a sexual offences prevention order
Sexual Offences Act 2003, s1	Rape
Sexual Offences Act 2003, s10	Causing or inciting a child to engage in sexual activity
Sexual Offences Act 2003, s11	Engaging in sexual activity in the presence of a child
Sexual Offences Act 2003, s12	Causing a child to watch a sexual act
Sexual Offences Act 2003, s13	Child sex offences committed by children or young persons
Sexual Offences Act 2003, s14	Arranging or facilitating commission of a child sex offence

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Sexual Offences Act 2003, s15	Meeting a child following sexual grooming
Sexual Offences Act 2003, s16	Abuse of position of trust sexual activity with a child
Sexual Offences Act 2003, s17	Abuse of position of trust causing or inciting a child to engage in sexual activity
Sexual Offences Act 2003, s18	Abuse of position of trust sexual activity in the presence of a child
Sexual Offences Act 2003, s19	Abuse of position of trust causing a child to watch a sexual act
Sexual Offences Act 2003, s2	Assault by penetration
Sexual Offences Act 2003, s20	Abuse of position of trust: acts done in Scotland
Sexual Offences Act 2003, s25	Sexual activity with a child family member
Sexual Offences Act 2003, s26	Inciting a child family member to engage in sexual activity
Sexual Offences Act 2003, s3	Sexual assault
Sexual Offences Act 2003, s30	Sexual activity with a person with a mental disorder impeding choice
Sexual Offences Act 2003, s31	causing or inciting a person with a mental disorder impeding choice to engage in sexual activity
Sexual Offences Act 2003, s32	Engaging in sexual activity in the presence of a person with a mental disorder impeding choice
Sexual Offences Act 2003, s33	Causing a person with a mental disorder impeding choice to watch a sexual act
Sexual Offences Act 2003, s34	Inducement threat or deception to procure sexual activity with a person with a mental disorder
Sexual Offences Act 2003, s35	Causing person with a mental disorder to engage in or agree to engage in sexual activity by inducement threat or deception
Sexual Offences Act 2003, s36	Engaging in sexual activity in the presence, procured by inducement threat or deception of a person with a mental disorder
Sexual Offences Act 2003, s37	Causing a person with a mental disorder to watch a sexual act by inducement threat or deception
Sexual Offences Act 2003, s38	Care workers sexual activity with a person with a mental disorder
Sexual Offences Act 2003, s39	Care workers causing or inciting sexual activity
Sexual Offences Act 2003, s4	Causing a person to engage in sexual activity without consent
Sexual Offences Act 2003, s40	Care workers sexual activity in the presence of a person with a mental disorder
Sexual Offences Act 2003, s41	Care workers causing a person with a mental disorder to watch a sexual act
Sexual Offences Act 2003, s47	Paying for sexual services of a child
Sexual Offences Act 2003, s48	Causing or inciting child prostitution or pornography
Sexual Offences Act 2003, s49	Controlling a child prostitute or a child involved in pornography
Sexual Offences Act 2003, s5	Rape of a child under 13
Sexual Offences Act 2003, s50	Arranging or facilitating child prostitution or pornography
Sexual Offences Act 2003, s52	Causing or inciting prostitution for gain
Sexual Offences Act 2003, s53	Controlling prostitution for gain
Sexual Offences Act 2003, s57	Trafficking into the UK for sexual exploitation
Sexual Offences Act 2003, s58	Trafficking within the UK for sexual exploitation

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Sexual Offences Act 2003, s59	Trafficking out of the UK for sexual exploitation
Sexual Offences Act 2003, s59A	Trafficking for sexual exploitation
Sexual Offences Act 2003, s6	Assault of a child under 13 by penetration
Sexual Offences Act 2003, s61	Administering a substance with intent
Sexual Offences Act 2003, s62	Committing an offence w/l to commit a sexual offence
Sexual Offences Act 2003, s63	Trespass w/l to commit a sexual offence
Sexual Offences Act 2003, s64	Sex with an adult relative - penetration
Sexual Offences Act 2003, s65	Sex with an adult relative consenting to penetration
Sexual Offences Act 2003, s66	Exposure
Sexual Offences Act 2003, s67	Voyeurism
Sexual Offences Act 2003, s69	Intercourse with an animal
Sexual Offences Act 2003, s7	Sexual assault on a child under 13
Sexual Offences Act 2003, s70	Sexual penetration of a corpse
Sexual Offences Act 2003, s72	Offences outside the United Kingdom
Sexual Offences Act 2003, s8	causing or inciting a child under 13 to engage in sexual activity
Sexual Offences Act 2003, s9	Sexual activity with a child
Sexual Offenders Act 1997, s7	Extension of jurisdiction: England and Wales and Northern Ireland
Social Work (Scotland) Act 1968, s17(8)	Harbouring
Social Work (Scotland) Act 1968, s22	Lack of parental care
Social Work (Scotland) Act 1968, s32	Lack of parental care
Social Work (Scotland) Act 1968, s60(3)	Control of residential and other establishments
Social Work (Scotland) Act 1968, s61(3)	Restriction on carrying on of establishments
Social Work (Scotland) Act 1968, s62(6)	Offences relating to the registration of residential and other establishments
Social Work (Scotland) Act 1968, s71	Harbouring
Summary Jurisdiction (Northern Ireland) Act 1851, s13	Furious driving
Taking of Hostages Act 1982, s1	Hostage taking
Terrorism Act 2000, s54	Weapons training
Terrorism Act 2000, s56	Directing terrorist organisation
Terrorism Act 2000, s57	Possession of article for terrorist purposes
Terrorism Act 2000, s58A	Eliciting, publishing or communicating information to assist commission or preparation of terrorism
Terrorism Act 2000, s59	Inciting terrorism overseas
Terrorism Act 2000, s60	Inciting an act of terrorism outside the United Kingdom
Terrorism Act 2000, s61	Incite another person to commit an act of terrorism
Terrorism Act 2000, s62	Committing terrorist bombings outside the United Kingdom, where the underlying offence is section 2 or section 3 of the Explosive Substances Act 1883
Terrorism Act 2000, s63	Commit an act of terrorism
Terrorism Act 2006, s10	Use of radioactive device or material for terrorist purposes
Terrorism Act 2006, s11	Terrorist threats relating to radioactive devices
Terrorism Act 2006, s5	Preparation of terrorist acts
Terrorism Act 2006, s6	Training for terrorism
Terrorism Act 2006, s9	Making or possession of radioactive device or material
Terrorism Act 2006, s17	Commission of offences abroad, where the underlying offence is specified in this list

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Terrorism and Crime (Bailiwick of Guernsey) Law 2002, s55	Weapons training
Terrorism and Crime (Bailiwick of Guernsey) Law 2002, s57	Directing terrorist organisation
Terrorism and Crime (Bailiwick of Guernsey) Law 2002, s58	Possession of article for terrorist purposes
Terrorism and Crime (Bailiwick of Guernsey) Law 2002, s60	Inciting terrorism overseas
Terrorism and Crime (Bailiwick of Guernsey) Law 2002, s61	Terrorist bombings overseas, where the underlying offence is section 3 of the Explosive Substances Act 1883
Terrorism and Crime (Bailiwick of Guernsey) Law 2002, s63	Use etc of nuclear weapons
Terrorism and Crime (Bailiwick of Guernsey) Law 2002, s66	Assisting or inducing certain weapons related acts overseas
Terrorism and Crime (Bailiwick of Guernsey) Law 2002, s71	Use of noxious substances to cause harm or intimidate
Theft (Bailiwick of Guernsey) Law 1983, s10	Aggravated burglary
Theft (Bailiwick of Guernsey) Law 1983, s8	Robbery
Theft (Bailiwick of Guernsey) Law 1983, s14	Robbery
Theft (Bailiwick of Guernsey) Law 1983, s9(1)(a)	Burglary with intent to steal (victim under 16), commit rape or grievous bodily harm, or do unlawful damage to a building or anything in it
Theft (Bailiwick of Guernsey) Law 1983, s9(1)(b)	Burglary inflicting or attempting to inflict grievous bodily harm
Theft Act (Northern Ireland) 1969, s9	Burglary (victim under 16)
Theft Act (Northern Ireland) 1969, s10	Aggravated burglary
Theft Act (Northern Ireland) 1969, s14	Robbery
Theft Act (Northern Ireland) 1969, s8	Robbery
Theft Act 1968, s10	Aggravated burglary
Theft Act 1968, s12A	Aggravated vehicle taking involving an accident causing death
Theft Act 1968, s8	Robbery or assault w/l to rob
Theft Act 1968, s9(1)(a)	Burglary with intent to steal (victim under 16), commit rape or grievous bodily harm, or do unlawful damage to a building or anything in it
Theft Act 1968, s9(1)(b)	Burglary inflicting or attempting to inflict grievous bodily harm
Theft Act 1981, s10	Aggravated burglary
Theft Act 1981, s8	Robbery
Theft Act 1981, s9(1)(a)	Burglary with intent to steal (victim under 16), commit rape or grievous bodily harm, or do unlawful damage to a building or anything in it
Theft Act 1981, s9(1)(b)	Burglary inflicting or attempting to inflict grievous bodily harm
Town Police Clauses Act 1847, s28	Indecent exposure or loitering for the purposes of prostitution
Vagrancy Act 1824, s4	Indecent exposure
Vagrancy Act 1893, s1	Exercising control over prostitutes
Vagrancy Act 1898, s1	Living on the earnings of prostitution, or persistently soliciting or importuning

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Vehicular Traffic (Causing Death by Driving) (Alderney) Law 1972, s1	Causing death by dangerous or reckless driving
Vehicular Traffic (Causing Death by Driving) Law 1957, s1	Causing death by dangerous or reckless driving
Wireless Telegraphy Act 1949, s5(a)	Sending misleading message likely to endanger person, vessel or aircraft
Wreck and Salvage (Vessels and Aircraft) (Bailiwick of Guernsey) Law 1986, s18A(5)(c)	Assaulting authorised person preserving wreck
Any offence of attempting or conspiring to commit any offence specified above	
Any offence of inciting, or aiding, abetting, counselling or procuring the commission of any offence specified above	
Any offence under the law of Scotland or Northern Ireland or any territory outside the United Kingdom which corresponds to an offence under the law of England and Wales specified above	

Call-Off Schedule 20 (Call-Off Specification)

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Call-Off Schedule 20 (Call-Off Specification)

 Intellectual Property Office	Project Title	Provision of Franking Machine and Folder Inserts
Business Area		Facilities Management
Project Term – Months		24 months fixed term

1. SUMMARY

- 1.1. This requirement is for the lease of 1 x Franking Machine with Royal Mail 1st Class, 2nd Class and Recorded/Special Post processing functionality and 1 x Folder, appropriate to the volumes detailed in section 7 below located at **Intellectual Property Office, Room GB37, Cardiff Road, Newport. NP10 8QQ.**

2. BACKGROUND TO THE IPO

- 2.1. The Intellectual Property Office (IPO) - an operating name of the Patent Office - is an Executive Agency of the Department for Science, Innovation & Technology (DSIT). It aims to stimulate innovation and enhance the international competitiveness of British industry and commerce. It offers customers an accessible, high quality, value for money system both nationally and internationally, for granting intellectual property rights.
- 2.2. The IPO is a highly successful organisation which, over its 173-year history, has adapted its approach and services to meet changing demands. Its core business and products deliver high quality, cost effective Intellectual Property (IP) rights to customers and its success in these core areas is tied to a much wider range of activities, such as awareness-raising and enforcement. Its customers operate within both the UK and global economies. Further information about the IPO can be found on its website at: www.ipo.gov.uk

3. DEFINITIONS

Expression/Acronym	Definition
IPO	Intellectual Property Office
RAMS	Risk Assessment and Method Statement
DBS	Disclosure and Barring Service

4. AIMS AND OBJECTIVES

- 4.1. The IPO aims to achieve a fit for purpose mail franking solution, that demonstrates value for money, through a collaborative working relationship with the successful tenderer, for the duration of the contract.

5. THE REQUIREMENT

- 5.1. The potential supplier should provide cost, warranty and equipment information in response to this requirement that they feel best meets the IPO's volumes and ways of working.
 - i. As a minimum, the franking machine must have the functionality to process Royal Mail 1st Class, 2nd Class and Recorded/Special mail.
 - ii. At present, the IPO does not have a folder/insertor for C4 envelopes but does send A4 letters. Costs should therefore be provided and would be evaluated on for folder/insertor which does not have the capability to process C4 envelopes as a like for like solution, however suppliers are asked to provide pricing within the 'Additional costs' section of the 'RM6280 T7-Attachment-4-Pricing-Schedule Lot 1' document with C4 functionality, so that the cost and potential efficiency benefits can be fully understood and assessed.

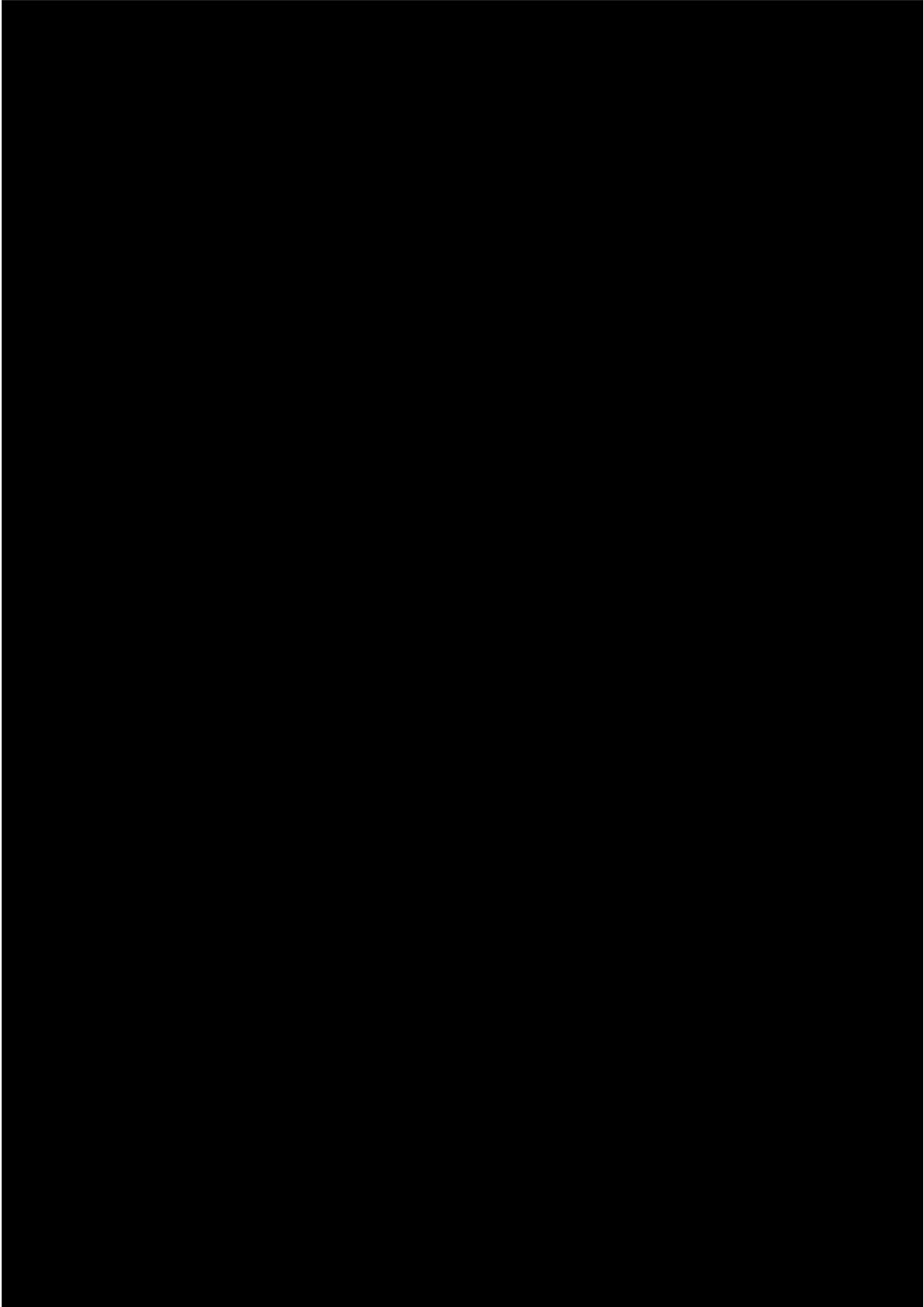
- 5.2. In addition to the lease charges, all information relating to cost/billing options (with an explanation of the potential pros and cons of each) must be provided. For example, machine metering with pre-payment versus in-arrears billing.
- 5.3. Suppliers must detail the equipment lead times and installation requirements, including access, space and timing requirements, as part of their proposal. The successful supplier will be required to provide RAMS relating to the installation/s prior to commencement.
- 5.4. Suppliers must confirm that they can meet the go live date of **14th December 2025**, as part of their proposal.
- 5.5. Suppliers must detail and cost on the basis of delivering training to 6-8 members of IPO staff to be delivered in person and to be delivered at **Intellectual Property Office, Concept House, Cardiff Road, Newport. NP10 8QQ.**
- 5.6. Costs for all consumables and any miscellaneous spend, such as inks and software subscriptions, which relate to the day to day operation of the equipment, must be provided and separately detailed as part of your proposal.
- 5.7. Suppliers must provide details of the account team, its structure and the routes for escalation that will be applicable to this contract as part of their proposal. Quarterly review meetings will be required, as a minimum, for the contract duration.
- 5.8. Suppliers must detail the engineer and remote support that will be available for the duration of the contract. This must include, but not be limited to –
 - i. Call out processes and how they are managed, e.g, by phone, email etc
 - ii. Response times, relevant to any prioritisation/escalation processes
 - iii. First fix/visit targets and processes
 - iv. The Planned Preventative Maintenance Schedule for each machine
 - v. Mitigations should equipment be out of service, such as relief equipment
 - vi. Any and all additional costs that might be applicable in relation to maintenance and repairs must be included in your proposal.
- 5.9. Engineers will be required to comply with the IPO's contractor onboarding processes on each visit to site and undertake DBS checks should they be required, or wish, to be unescorted whilst on site.
- 5.10. Any other information, that has not been requested, but the supplier feels may offer potential cost and/or efficiency benefits should be included in your proposal and separately detailed/costed.

6. LOCATION

- 6.1. Both machines will be located at the following address
 - i. Intellectual Property Office, Room GB37, Cardiff Road, Newport. NP10 8QQ.

7. VOLUMES

7.1. The table below details the number of envelopes despatched over the last 20 months. Suppliers should be aware that this number represents the number of envelopes sent after a physical sort and therefore, the number of letters printed internally is much higher.



- 7.2. There are no changes of business activity expected over the duration of this contract that would have an impact on these volumes (to either significantly increase or decrease them), however, volumes are not guaranteed.

8. SUSTAINABILITY

- 8.1. The IPO currently holds ISO 14001 accreditation and has a responsibility to act to support nature, the environment, and its vital contributions to biodiversity. The Supplier is required to act in a sustainable manner in the delivery of the Contract, particularly in terms of eliminating waste, reducing travel and minimising energy consumption and any activity that is undertaken in the delivery of this contract, that does not support the requirements of ISO 14001, will not be permitted. The Supplier must comply with all current legislation regarding sustainability and legislation introduced or amended during the period of the contract pertaining to this.
- 8.2. This supplier must comply with the Modern Slavery Act 2015 and the Climate Change Act 2008.
- 8.3. The Supplier must consider their carbon footprint in allocating and deploying resources to undertake this requirement for the full duration of the contract.

9. CONTINUOUS IMPROVEMENT

- 9.1. The Supplier will be expected to continually suggest improvements to the way in which the required Services are to be delivered throughout the Contract duration.
- 9.2. The Supplier should suggest potential new ways of working to the Authority during quarterly Contract review meetings.
- 9.3. Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

Call-Off Schedule 22 (Lease Terms)

1. Introduction

1.1 The Buyer has decided to lease Equipment under the Framework Contract using Framework Schedule 7 (Call-Off Award Procedure) and has stated its requirement using Framework Schedule 6 (Order Form Template and Call-Off Schedules) including specified Joint Schedules and Call-Off Schedules, this Call-Off Schedule 22 (Lease Terms), the Core Terms and each Equipment Order Form.

2. Definitions

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

"Actual Delivery Date"	the date on which a piece of Equipment is actually delivered to the Buyer;
"Additional Charges"	the amounts so specified in the Call-Off Schedule 5 (Pricing Details) or an Equipment Order;
"Delivery Place"	the place for delivery specified in the Equipment Order;
"Deposit"	the deposit amount set out in the Equipment Order;
"Due Delivery Date"	the date specified as the due date for delivery of a piece of Equipment in the Equipment Order;
"Equipment"	those devices, machines, related accessories and/or software set out in Framework Schedule 1 - Specification and ordered by the Buyer as may be supplemented in the Call-Off Contract or in an Equipment Order;
"Equipment Order"	the order specifying the piece of Equipment or the pieces of Equipment that the Buyer will hire from the Supplier under the Call-Off Contract as set out in the Equipment Order Form or in an equivalent form as agreed by the Parties from time to time;

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“Equipment Order Form”

The form set out in the annex to this Call-Off Schedule 22 setting out details of the Equipment Order;

“Equipment Specific Maintenance”

(a) routine preventative maintenance visits excluding costs for top ups of consumables;

(b) repairs outside of normal routine maintenance but excluding costs occasioned by wilful damage, neglect, accident damage or top ups of consumables; and

(c) replacements of any components and/or parts which wear out due to fair wear and tear during the Lease Period, except where such replacement is occasioned by the lack of care or abuse of the piece of Equipment by the Buyer;

"Excess"

has the same meaning given to it in Clause 8.9.1;

"Lease Payments"

the Deposit, Rentals and Additional Charges (exclusive of any applicable VAT) payable to the Owner by the Buyer under the Call-Off Contract for the full and proper performance by the Supplier of its obligations under the Call-Off Contract which price must not be greater than the prices provided for in the Framework Contract from time to time;

"Lease Period"

in relation to a piece of Equipment, the period commencing on the Actual Delivery Date for that piece of Equipment and ending on the Return Date for that piece of Equipment unless extended or terminated early in accordance with this Call-Off Contract;

"Lease Terms"

the terms and conditions of supply and lease set out in this Call-Off Schedule 22;

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"Net Book Value"	the value of a piece of Equipment from time to time being its purchase price less an amount equal to the depreciation of the piece of Equipment, calculated on a straight-line basis, at the time a valuation is made;
"Over-Delivered Goods"	Equipment delivered in excess of the quantity specified in the Equipment Order (or elsewhere in this Call-Off Contract);
"Owner"	the person who has title to the Equipment and who is listed as the Owner in the Equipment Order;
"Rental"	the amount specified in the Equipment Order;
"Return Date"	the date so specified in the Equipment Order;
"Termination Sum"	<p>for any piece of Equipment, the aggregate of:</p> <ul style="list-style-type: none">a) any Rentals due as defined in the table at Clause 11.2;b) any other sum due or to become due to the Supplier hereunder by reason of any breach by the Buyer prior to the date of termination of any of its obligations under the Lease Terms; andc) the termination rental charges calculated in accordance with the Call-Off Contract and as specified in Annex A Equipment Order Form Template, if lower, 50% of the Rentals that would have been payable under the Lease Terms but for the termination;
"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 by the Buyer) in the

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performance of its obligations under this Schedule;

"Total Loss"

any event which, in the opinion of the insurers of the piece of Equipment, renders the piece of Equipment incapable of economic repair if it is lost, stolen or destroyed.

3. Exclusion of certain Core Terms

3.1 When the Parties have entered into a Call-Off Contract which incorporates the Lease Terms, the following Core Terms are modified in respect of the Call-Off Contract (but are not modified in respect of the Framework Contract):

3.1.1 Clause 3.1.2 does not apply to the Call-Off Contract;

3.1.2 Clause 3.2 does not apply to the Call-Off Contract;

3.1.3 Clause 8.7 does not apply to the Call-Off Contract;

3.1.4 Clause 10.2 does not apply to the Buyer extending the Lease Period of any Equipment;

3.1.5 Clause 10.3.2 does not apply to the Buyer terminating the hire of any Equipment; and

3.1.6 Clause 11.3 does not apply where the Buyer must pay a Termination Sum or any amount under paragraph 11.

4. Equipment Orders

4.1 Each Equipment Order is subject to and incorporates the Lease Terms so that no other terms and conditions which the Supplier tries to impose under any quotation, confirmation of order, delivery note, invoice or similar document are part of the Call-Off Contract.

4.2 The Parties agree that any other terms or conditions (whether or not inconsistent with the terms of this Call-Off Contract) contained or referred to in any correspondence or any documentation submitted by the Supplier which is not part of the Framework Contract or which are elsewhere implied by custom, practice or course of dealing do not apply.

4.3 The Supplier must send a confirmation of the Equipment Order to the Buyer by electronic means (or in any other method as the Parties may agree from time to time) within forty-eight (48) hours of receipt of the Equipment Order and the confirmation will confirm the Order details including:

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Project Version: v2.0

Model Version: v1.1

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- 4.3.1 a description of each piece of Equipment ordered;
- 4.3.2 details of any pre-configuration of the Equipment to be carried out;
- 4.3.3 the anticipated delivery details; and
- 4.3.4 the name and address of the Supplier.

4.4 For the avoidance of doubt, each Equipment Order survives the expiration or termination of the Framework Contract.

5 Hiring Equipment

Lease

- 5.1 In consideration of the payment of the Lease Payments, the Supplier will hire the Equipment to the Buyer in a timely manner and in accordance the Call-Off Contract and the requirements notified to the Supplier in the Equipment Order.
- 5.2 The Deposit, if specified in the Equipment Order Form template, is a deposit against default by the Buyer of payment of any Lease Payments or any loss of or damage caused to the Equipment. The Buyer must, on the Actual Delivery Date, pay the Deposit to the Supplier. If the Buyer fails [without due cause] to make any Lease Payments in accordance with the Equipment Order, or causes any loss or damage to the Equipment (in whole or in part), the Supplier can apply the Deposit against that default, loss or damage. The Buyer must pay to the Supplier any sums deducted from the Deposit within ten (10) Working Days of a demand for the same. The Supplier must refund the Deposit (or balance of the Deposit) within [five (5)] Working Days after the end of the Lease Period.
- 5.3 The Supplier must advise the Buyer on the selection and specification of the Equipment and, where applicable, any conversion work to be carried out in respect of them so as to ensure that the Equipment will be of sufficient quality and suitable for the requirements of the Buyer.
- 5.4 Before the Due Delivery Date of any piece of Equipment the Buyer can amend or cancel and remove that piece of Equipment from the Equipment Order by notifying the Supplier. If the Buyer does cancel all or part of an Equipment Order:
 - 5.4.1 for standard specification pieces of Equipment, the Buyer can cancel any Equipment Order or part of any Equipment Order which has not been delivered. The Buyer will pay the Supplier's reasonable and proven costs already incurred on the cancelled Equipment Order as long as the Supplier takes all reasonable

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steps to minimise these costs, including an attempt to redeploy the ordered Equipment to an alternative customer;

5.4.2 in all other circumstances (including where the Equipment is not standard specification or less than thirty (30) days' notice is given), the Supplier will take all reasonable steps to allocate the piece of Equipment to an alternative buyer. If the Supplier is unable to re-allocate the piece of Equipment, the Buyer must pay the Supplier any cancellation charges reasonably, properly and proven to be incurred by the Supplier provided that the Supplier can prove to the reasonable satisfaction of the Buyer that the Supplier has taken all reasonable efforts to minimise such charges; and

5.4.3 where the amendment or cancellation of an Equipment Order is directly or indirectly due to the Supplier's failure to comply with its obligations under the Call-Off Contract, the Buyer has no liability to the Supplier in respect of the amendment or cancellation.

5.5 The Parties agree that the Lease Period for any Equipment cannot be any longer than six (6) years, including the aggregate length of any extensions to a Lease Period and in no event shall exceed the duration of the Call-Off Contract.

5.6 If the Buyer wants to keep any piece of Equipment after the expiry of the current Lease Period then the Buyer must give written notice to the Supplier thirty (30) days' prior to the end of the Lease Period and the Supplier must confirm its agreement (which the Supplier cannot unreasonably refuse). The Rentals payable in relation to any extensions of a Lease Period are (unless otherwise agreed between the Parties) calculated using the same method that was used to calculate the original Rentals.

Delivery and Installation

5.7 The Supplier must give the Buyer confirmation of the anticipated Due Delivery Date for each piece of Equipment within forty-eight (48) hours of receipt and formal acceptance of the Equipment Order.

5.8 The Supplier will deliver the Equipment to the Delivery Place or as otherwise reasonably directed by the Buyer.

5.9 Unless otherwise specified in the Equipment Order Form or Framework Schedule 1 (Specification), the Supplier must install the Equipment at the Delivery Place, at no additional cost to the Buyer. The Buyer must make sure that a duly authorised representative of the Buyer is present at the installation of the Equipment.

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- 5.10 The Supplier will at the Supplier's cost deliver the Equipment to the Buyer in a good working and clean condition on the Due Delivery Date.
- 5.11 The Supplier can only deliver Equipment before the Due Delivery Date if the Buyer agrees to early delivery before the Supplier attempts delivery.
- 5.12 Any defects to a piece of Equipment notified to the Supplier by the Buyer must be rectified within fourteen (14) days at no cost to the Buyer.
- 5.13 A piece of Equipment is only delivered once a duly authorised representative of the Buyer signs a delivery note (which quotes the Supplier's order number and full details of the piece of Equipment) to confirm delivery of the Equipment but that signature is not evidence that the Equipment complies with the requirements of the Equipment Order.
- 5.14 If, for any reason, the Buyer is unable to take delivery of a piece of Equipment on or after the Due Delivery Date the Supplier must, at its own expense, store or arrange for the storage of the Equipment for a reasonable time and must safeguard the Equipment until actual delivery.
- 5.15 The Supplier must make sure (at its own cost) that each piece of Equipment is delivered in a new and unused condition unless the Buyer requests otherwise. The Buyer can at its sole discretion reject a piece of Equipment which is not in the condition requested and/or in respect of which the delivery note does not include the required information.
- 5.16 If the Supplier does not deliver a piece of Equipment by the agreed time or specified date then the Buyer can withhold payment of the Lease Payments for that piece of Equipment until the time when the Supplier actually delivers it.
- 5.17 If the Supplier becomes aware that a piece of Equipment cannot be delivered by the agreed Due Delivery Date or if a piece of Equipment is not actually delivered by its Due Delivery Date, the Supplier shall inform the Buyer of the revised delivery date. Where the Buyer has indicated that the timing of delivery is critical, the Supplier must provide an alternative piece of Equipment of the same specification or one with equivalent specification by the Due Delivery Date until the time as the piece of Equipment is actually delivered. If the Supplier cannot supply an alternative piece of Equipment by the Due Delivery Date, the Supplier must meet and promptly refund to the Buyer all and any additional costs incurred by the Buyer for provision of a piece of Equipment of the same specification or one with equivalent specification.
- 5.18 To facilitate delivery and, if applicable, installation, the Buyer must provide all requisite materials, facilities, access and suitable working

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conditions to enable delivery and, if applicable, installation to be carried out safely and efficiently.

- 5.19 Unless expressly agreed to the contrary, the Buyer does not have to accept delivery of the Equipment by instalments. If, however, the Buyer does specify or agree to delivery by instalments, delivery of any instalment later than the Due Delivery Date will, without affecting any other rights or remedies of the Buyer at all, entitle the Buyer to terminate the whole or any unfulfilled part of the relevant Equipment Order for material Default without further liability to the Buyer.
- 5.20 The Buyer is not under any obligation to accept or pay for any Over-Delivered Goods.
- 5.21 If the Buyer decides not to accept any Over-Delivered Goods it can, without affecting any other rights and remedies of the Buyer at all, give notice in writing to the Supplier to remove them within five (5) Working Days and to refund to the Buyer any expenses incurred by the Buyer as a result of the Over-Delivered Goods (including but not limited to the costs of moving and storing the Over-Delivered Goods).
- 5.22 If the Supplier does not comply with the Buyer's notice under Clause 5.19, the Buyer can dispose of the Over-Delivered Goods and charge the Supplier for the costs of disposal. The risk in any Over-Delivered Goods remain with the Supplier at all times.

6 Title, Possession And Risk

- 6.1 The Equipment is the property of the Owner at all time and the Buyer will not have any right, title or interest in or to the Equipment apart from the right to possess and use the Equipment in accordance with the Call-Off Contract.
- 6.2 The Buyer accepts a piece of Equipment by signing a delivery form and the Lease Period for that piece of Equipment starts unless the Buyer notifies the Supplier that the piece of Equipment is not in accordance with the agreed specification or otherwise not in conformity with the requirements of the Equipment Order by telephone and confirmed in writing, email or facsimile within seventy-two (72) hours of delivery.
- 6.3 Once the Buyer notifies the Supplier of non-acceptance, the Parties will agree a course of action to take.
- 6.4 Except where non-acceptance is due to default of the Buyer, in the event of non-acceptance the Supplier will, at its own expense make an equivalent alternative piece of Equipment available for use by the Buyer until the time that the Supplier actually delivers an acceptable piece of

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Equipment to the Buyer. If non-acceptance is due to the default of the Buyer, the Buyer can cancel the part of the Equipment Order relating to that piece of Equipment but must pay reasonable cancellation charges to the Supplier.

6.5 From the time of acceptance of a piece of Equipment, the Buyer bears the risk of loss or damage to the Equipment however caused and whether insured or not, provided that the Buyer does not bear the risk of loss or damage:

6.5.1 caused by the negligence of the Supplier, its Subcontractors or its agents; or

6.5.2 while the Supplier has possession of the Equipment, including for any maintenance.

6.6 The Supplier must give, and must make sure that the Owner gives, the Buyer quiet possession of the Equipment and the Supplier warrants that the Buyer can peaceably hold the Equipment throughout the Lease Period free of any interference from the Supplier, the Owner or any person acting through the Supplier.

7 Supplier's Obligations

Warranty

7.1 The Supplier warrants that the Equipment substantially conforms to its specification (as made available by the Supplier), be of satisfactory quality and fit for any purpose held out by the Supplier.

7.2 The Supplier must use all reasonable endeavours to remedy, free of charge, any material defect in the Equipment which manifests itself within twelve (12) Months from the Actual Delivery Date or the period covered by the warranty (which warranty shall be included as standard or additionally purchased by the Buyer) provided that:

7.2.1 the Buyer notifies the Supplier of any defect in writing within ten (10) Working Days of the defect occurring or of becoming aware of the defect;

7.2.2 the Buyer permits the Supplier to make a full examination of the alleged defect;

7.2.3 the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than the Supplier's authorised personnel;

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- 7.2.4 the defect did not arise out of any information, design or any other assistance supplied or furnished by the Buyer or on its behalf; and
- 7.2.5 the defect is directly attributable to defective material, workmanship or design.
- 7.3 To the extent that the Equipment comprises or contains equipment or components which were not manufactured or produced by the Supplier, the Buyer is only entitled to any warranty or other benefit that the Supplier has received from the manufacturer.
- 7.4 The Supplier must transfer to the Buyer, so far as is possible, the benefits of any manufacturers' warranties relating to the fitness and performance of the Equipment.
- 7.5 If the Supplier does not remedy any material defect in the Equipment in accordance with Clause 7.2, the Supplier must, at the Buyer's option:
 - 7.5.1 accept the return of part or all of the Equipment and make an appropriate reduction to the Rentals payable during the remaining term of the Call-Off Contract and, if relevant, return any Deposit (or any part of it); or
 - 7.5.2 provide alternative Equipment which specification shall match as closely as possible that of the defective Equipment at no extra cost to the Buyer.

Maintenance

- 7.6 The Supplier shall provide maintenance services to the Buyer when the Buyer selects the maintenance option during the Lease Period.
- 7.7 The maintenance services shall be provided in accordance with the specification for maintenance services set out in Framework Schedule 1 (Specification) or as otherwise set out in the Equipment Order Form and to a standard which is acceptable to the Buyer.
- 7.8 The maintenance services shall include the provision of spares and replacement parts and the Supplier shall not be entitled to make any

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additional charge for the supply of such items, except where expressly set out in the Equipment Order Form.

7.9 All replacement parts fitted to the Equipment and all substitutions for the Equipment shall remain the property of the Supplier.

7.10 The Supplier shall be entitled to inspect the Equipment at any time having given reasonable notice to the Buyer.

Indemnity

7.11 The Supplier indemnifies the Buyer against all reasonable Losses incurred whilst the Equipment is unavailable for use by the Buyer due to a Default or due to the negligence of the Supplier, its servants or agents.

Equipment Collection

7.12 At the Supplier's cost, the Supplier must collect the Equipment from the agreed collection point at the expiry or termination of the Lease Period within ten (10) days after the expiry or termination of the Lease Period.

7.13 The Supplier must agree a note of the condition of the Equipment with the authorised representative of the Buyer at the time of collection and state the condition on an inspection form.

7.14 If the Supplier does not collect the Equipment at the agreed time and collection point, the Supplier indemnifies the Buyer against all Losses due to the failure to collect the Equipment as agreed.

Relief Equipment

7.15 The Supplier shall ensure that suitable relief Equipment is made available to the Buyer as required throughout the Lease Period. The Supplier shall provide as near as possible substitute relief Equipment in the event that the original Equipment requires warranty repairs, fair wear and tear repairs, inspection or maintenance, unless otherwise agreed by the Buyer.

7.16 The Supplier must provide relief Equipment that is, where reasonably possible, a comparable model to the piece of Equipment which has become unfit for purpose.

7.17 The Supplier shall collect the relief Equipment within two (2) Working Days of delivering the original Equipment that has been repaired or providing alternative Equipment in accordance with paragraph 7.5.2.

7.18 The Buyer must use and insure the relief Equipment on the terms specified within this Call-Off Contract.

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Training and Support

7.19 The Supplier must ensure that any Documentation and training provided by the Supplier to the Buyer are comprehensive, accurate and prepared in accordance with Good Industry Practice.

7.20 The Supplier must provide initial and ongoing training and support to the Buyer in accordance with Framework Schedule 1 (Specification) or as otherwise set out in the Equipment Order.

Upgrades and Improvements

7.21 At any time the Buyer may request the Supplier to upgrade or improve the Equipment by replacing component parts (but not the Equipment in its entirety) with new or used parts or by installing new software.

7.22 If the Buyer upgrades or improves any Equipment by replacing component parts of the Equipment with new or used component parts or by installing software, the upgrades or improvements will belong to the Buyer. The Buyer will have the option to remove any such replacement parts, or uninstall any software that it has installed, before the Supplier collects the Equipment on expiry or earlier termination of the Lease Period provided that the removal of the replacement parts must not damage the Equipment and the Buyer must:

7.22.1 reinstate the original component parts or re-install the original software; or

7.22.2 substitute component parts or install software (where possible from the same manufacturer) reasonably similar to the removed component parts or software; or

7.22.3 offer for acceptance by the Supplier in substitution for the removed parts or uninstalled software (such acceptance not to be unreasonably withheld or delayed) any component parts or software used in upgrading or improving the Equipment.

8 Buyer's Obligations

Modifications

8.1 The Buyer must not alter, tamper with or modify any Equipment without the Supplier's written consent, which cannot be unreasonably withheld or delayed.

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Limits of Use

8.2 While a piece of Equipment is in its control, the Buyer must:

- 8.2.1 keep and operate the Equipment in a suitable environment, use it only for the purposes for which it is intended, and operate it in a proper manner by trained competent staff in accordance with any operating instructions provided by the Supplier;
- 8.2.2 take such steps (including compliance with all safety and usage instructions provided by the Supplier) as may be necessary to make sure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
- 8.2.3 not overload the Equipment or use it for sub-hire or reward activities, any use for which it was not intended or any form of sporting competition;
- 8.2.4 make sure that only persons qualified to do so operate the Equipment and that each operator holds any necessary permits, including a valid operator's licence where appropriate;
- 8.2.5 not without the prior written consent of the Supplier, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on the land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to the land or building and the Buyer must repair and make good any damage caused by the affixation or removal of the Equipment from any land or building;
- 8.2.6 not do or allow to be done anything which will or might jeopardise the right, title and/or interest of the Owner or the Supplier in the Equipment and, where the Equipment has become affixed to any land or building, the Buyer must take all necessary steps to ensure that the Supplier can enter the land or building and recover the Equipment both during the Lease Period and for a reasonable period after the Lease Period, including by procuring from any person having an interest in the land or building, a waiver in writing and in favour of the Supplier of any rights the person may have or acquire in the Equipment and a right for the Supplier to enter onto the land or building to remove the Equipment;
- 8.2.7 not allow the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or

Call-Off Schedule 22 (Lease Terms)

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other legal process, but if the Equipment is confiscated, seized or taken, the Buyer must notify the Supplier and the Buyer must at its sole expense use its best endeavours to procure an immediate release of the Equipment;

8.2.8 not do or allow anything to be done which could invalidate the insurances referred to in paragraph 8.9; and

8.2.9 not use the Equipment for any unlawful purpose.

8.3 The Buyer must make sure that at all times the Equipment is identifiable as being the Owner's property and wherever possible must make sure that a visible sign is attached to the Equipment labelling it as the Owner's property.

8.4 The Buyer must not sell or offer to sell the Equipment and can only part with possession or control of the Equipment to an authorised user in the employment of the Buyer.

8.5 The Buyer must not allow to exist any lien nor assign mortgage pledge or otherwise deal with the Equipment in a manner inconsistent with either the Supplier's interest or the Owner's interest in the Equipment.

8.6 The Buyer must keep the Supplier fully informed of all material matters relating to the Equipment.

8.7 The Buyer must at all times keep the Equipment in the possession or control of the Buyer and keep the Supplier informed of its location. Relocation of the Equipment must be managed in accordance with the specification for re-siting of Equipment set out in Framework Schedule 1 (Specification).

8.8 The Buyer must allow the Supplier or its duly authorised representative to inspect the Equipment at all reasonable times and, to enable the Supplier to do so, the Buyer must allow the Supplier entry to the Delivery Place or any premises at which the Equipment may be located, and must grant reasonable access and facilities for such inspection.

Insurance

8.9 The Buyer must (unless self-insuring):

8.9.1 insure the Equipment from the Actual Delivery Date and keep the Equipment insured during the Lease Period and until the agreed date of collection by the Supplier, or its nominated agent to the full replacement value of the Equipment under a fully comprehensive policy of insurance in the name of the Buyer bearing endorsements recording the interest of the Supplier and any other persons the Supplier nominates as loss

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payee. The insurance policy referred to above may be subject to such uninsured amount ("**Excess**") as may be applicable from time to time and the Buyer indemnifies the Supplier against any Losses with the Excess;

8.9.2 punctually pay all premiums due under the insurance policy and otherwise comply with all the terms and conditions thereof and produce to the Supplier on demand the policy, evidence of the adequacy of the insurance and evidence that all premiums have been duly paid. If the Buyer does not pay any premium the Supplier can do so and the Buyer must reimburse the Supplier;

8.9.3 apply all money received in respect of such insurances in the repairing of damage to or in restoring or replacing the Equipment; and

8.9.4 on termination of the lease of a piece of Equipment for Total Loss, pay all sums due on termination. If the Buyer pays the Supplier all amounts due on termination for Total Loss the Supplier must pay to the Buyer a refund of Rentals of an amount equal to any insurance proceeds the Supplier receives.

8.10 If the Buyer fails to effect or maintain any of the insurances required under paragraph 8.9, the Supplier shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Buyer.

Maintenance

8.11 The Buyer must ensure that at all times the Equipment is operated in accordance with the manufacturer's recommendations and warranty stipulations and that the Equipment is kept clean and in a good state of repair.

Fines and Penalties

8.12 The Buyer is liable for all fines, fees or penalties incurred by any operator of a piece of Equipment provided under the Call-Off Contract. The Supplier must in all cases send to the Buyer any notice or other communication the Supplier receives in respect of fines, fees or penalties.

Taking Overseas

8.13 The Buyer must not take or allow any Equipment to be taken out of the United Kingdom without the previous written consent of the Supplier, which cannot be unreasonably withheld or delayed.

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8.14 If the Supplier grants consent the Buyer must pay a repatriation insurance premium to an association approved by the Supplier to make sure that the Equipment can, if necessary, be returned to the United Kingdom without cost to the Supplier.

Actions upon Termination of Lease or Expiry of Lease Period

8.15 On expiry of the Lease Period or in the event of early termination of the lease in respect of any Equipment all Lease Payments shall cease and the Buyer must:

8.15.1 cease using the Equipment;

8.15.2 make the Equipment available for collection by the Supplier on the date assigned for collection. The Supplier will be bound by all obligations under this Call-Off Contract until the time when the Supplier actually collects the Equipment which the Supplier shall do promptly and in any event within 10 days after the expiry or termination of the Lease Period;

8.15.3 at the Buyer's own expense, ensure the safe and proper storage of the Equipment until it is collected by the Supplier;

8.15.4 complete an inspection form with the Supplier on the Return Date and ensure that the Equipment is returned and that the Equipment is in a condition consistent with its age and usage making due allowance for fair wear and tear;

8.15.5 at the Buyer's cost, remove all Buyer data that is stored in or on the Equipment ;

8.15.6 if the Supplier notifies the Buyer that the Equipment is not in the condition required under paragraph 8.15.4, pay to the Supplier the amount that the Buyer and the Supplier agree as the cost of rectification. In the event of any dispute regarding the condition of the Equipment, an independent assessment must be carried out by a properly qualified and experienced consultant appointed by the Supplier and the Buyer. Any consultant must act as an expert and not as an arbitrator and their decision is final;

8.15.7 in the event of a dispute the Equipment or other form of evidence acceptable to the Buyer must be held by the Supplier until an independent assessment has been made in accordance with Clause 8.15.6 above. The costs of the independent consultant must be borne equally between the Buyer and the Supplier provided that both Parties act reasonably at all times during the dispute; and

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8.15.8 in the event of damage to any Equipment the Supplier must forward an invoice to the Buyer within twenty-one (21) days following the Return Date. In the case of dispute the Buyer will notify the Supplier of what is in dispute within twenty-one (21) days of receipt of invoice or pay the invoice in accordance with the payment terms. Any such dispute must be resolved in accordance with Clause 34 of the Core Terms.

9 Provision and Removal of Supplier Equipment

- 9.1 The Supplier shall provide all the Supplier Equipment necessary in order to comply with the Call-Off Contract.
- 9.2 The Supplier shall not deliver any Supplier Equipment nor begin any work on the Buyer Premises without obtaining Approval.
- 9.3 All Supplier Equipment brought onto the Buyer Premises shall be at the Supplier's own risk and the Buyer shall have no liability for any loss of or damage to any Supplier Equipment unless and to the extent that the Supplier is able to demonstrate that such loss or damage was caused by or contributed to by default of the Buyer. The Supplier shall be wholly responsible for the haulage or carriage of the Supplier Equipment to the Buyer Premises and the removal thereof when it is no longer required by the Buyer and in each case at the Supplier's sole cost. Unless otherwise stated in this Schedule, Supplier Equipment brought onto the Buyer Premises will remain the property of the Supplier.
- 9.4 The Supplier shall maintain all items of Supplier Equipment on the Buyer Premises in a safe, serviceable and clean condition.
- 9.5 The Supplier shall, at the Buyer's written request, at its own expense and as soon as reasonably practicable:
 - 9.5.1 remove from the Buyer Premises any Supplier Equipment which in the reasonable opinion of the Buyer is either hazardous, noxious or not in accordance with the Call-Off Contract; and
 - 9.5.2 replace such item with a suitable substitute item of Supplier Equipment.
- 9.6 Upon termination of the hire of a piece of Equipment, the Supplier shall remove the Supplier Equipment together with any other materials used by the Supplier to comply with the Call-Off Contract and shall leave the Buyer Premises in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Buyer Premises or any

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objects contained thereon, other than fair wear and tear, which is caused by the Supplier or Supplier Staff.

10 Termination Of A Lease

10.1 Without affecting any other right or remedy available to them, the Supplier can terminate the hire of any piece of Equipment with immediate effect by giving written notice to the Buyer if:

10.1.1 the Buyer fails to pay any amount due under this Call-Off Contract on the due date for payment and remains in Default not less than 40 Working Days after being notified in writing to make such payment;

10.1.2 there is a material default of any other term of these Lease Terms by the Buyer which is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 Working Days after being notified in writing to do so; or

10.1.3 there is a consistent repeated failure by the Buyer to comply with any of the terms of the Call-Off Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with them having the intention or ability to give effect to the terms of the Call-Off Contract.

10.2 The hire of a piece of Equipment terminates automatically if a Total Loss occurs in relation to the Equipment.

10.3 At any time, the Buyer can terminate the hire of any piece of Equipment by giving ninety (90) days' written notice to the Supplier.

11 Consequences Of Expiry Or Termination

11.1 Where the lease of any piece of Equipment is terminated for any reason, the Supplier's consent to the Buyer's possession of the Equipment will terminate and the Supplier can, by its authorised representatives, without notice and at the Buyer's expense, retake possession of the Equipment and for this purpose may enter the Delivery Place or any premises at which the Equipment is located.

11.2 Where paragraph 10 applies, the Supplier must invoice the Buyer the Termination Sum within twenty one (21) days following the termination.

The following table indicates the number of Month's rental that the Supplier can invoice to the Buyer as a result of the lease of a piece of Equipment being terminated early based on the length of the Equipment lease and at which point during the Lease Period the lease of the Equipment is early terminated.

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YEAR OF TERMINATION	SCHEDULED LEASE PERIOD				
	2 YEARS	3 YEARS	4 YEARS	5 YEARS	6 YEARS
YEAR 1	3 months	5 months	6 months	8 months	9 months
YEAR 2	2 months	3 months	5 months	6 months	8 months
YEAR 3		2 months	3 months	5 months	6 months
YEAR 4			2 months	3 months	5 months
YEAR 5				2 months	3 months
YEAR 6					2 months

11.3 Where paragraph 10 applies or where the lease of a piece of Equipment is terminated for any other reason (including Total Loss but excluding termination pursuant to Clause 10 of the Core Terms) the Buyer must, within thirty (30) days of the termination pay the Supplier the Termination Sum by way of agreed liquidated damages.

11.4 The Supplier agrees that any payments made pursuant to paragraphs 11.2 or 11.3 above is the Suppliers sole and exclusive remedy in respect of the termination which resulted in the payment of money as provided for in those paragraphs.

11.5 Where the Buyer terminates the Call-Off Contract under Clause 10 of the Core Terms and then makes other arrangements for the supply of the Equipment, the Buyer can recover the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Buyer from the Supplier. The Buyer must take reasonable steps to mitigate any additional expenditure. Where the Call-Off Contract is terminated under Clause 10 of the Core Terms, the Buyer will not make any further payments to the Supplier until the Buyer has established the final cost of making those other arrangements.

11.6 The Supplier shall use its discretion whether to charge an early termination rental charge, as specified in Annex A Equipment Order Form Template, but for the avoidance of doubt shall not charge a termination rental charge to the Buyer where the Equipment is redundant due to re-organisation, merger or closure and all reasonable efforts have been made to re-site the Equipment within the Buyer's organisation.

12 The Owner

12.1 If the Owner and the Supplier are not the same person, the Owner can enforce:

12.1.1 paragraph 6.1; and

12.1.2 each of the following paragraphs of the Lease Terms as if it was the Supplier:

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Model Version: v1.1

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- 12.1.2.1 paragraph 7.15;
- 12.1.2.2 paragraph 7.16;
- 12.1.2.3 paragraph 8;
- 12.1.2.4 paragraph 10.1.2; and
- 12.1.2.5 paragraph 11.1.

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Annex A

Call-Off Schedule 22 (Lease Terms) – Equipment Order Form Template

ORDER REFERENCE:



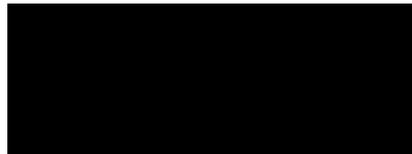
DATE OF ORDER:

01st December 2025

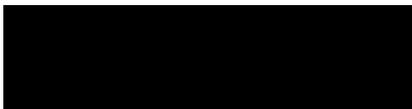
THE BUYER:

The Comptroller-General of patents, designs, and trade marks, acting through the Patent Office and operating in the name of the Intellectual Property Office.

BUYER CONTACT



INVOICE CONTACT



THE SUPPLIER:

Pitney Bowes Limited

SUPPLIER ADDRESS:

SUPPLIER ACCOUNT

MANAGER:

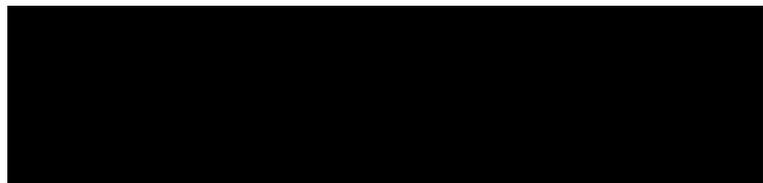


THE DELIVERABLES

Equipment:

Quantity:

Owner:



Services:



Delivery Place:

Intellectual Property Office,

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Model Version: v1.1

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Time and Date of Delivery 15th December 2025

LEASE PERIOD

The Lease Period shall be the period of 2 years from the Actual Delivery Date until the Return Date which is 2 years after the Actual Delivery Date.

PRICE AND PAYMENT

Deposit payable by the Buyer



Rentals payable by the Buyer



Additional Charges for Services Included in tendered price

Payment Method BACS using purchase order number

Invoicing and Payment

The Supplier shall issue invoices quarterly and the Buyer shall pay the Supplier within thirty (30) days of receipt of a valid invoice, submitted in accordance with this Equipment Order Form and the provisions of the Call-Off Contract.

Termination Rental Charges

The termination rental charge shall be calculated as follows:

As per section 11 above

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Model Version: v1.1

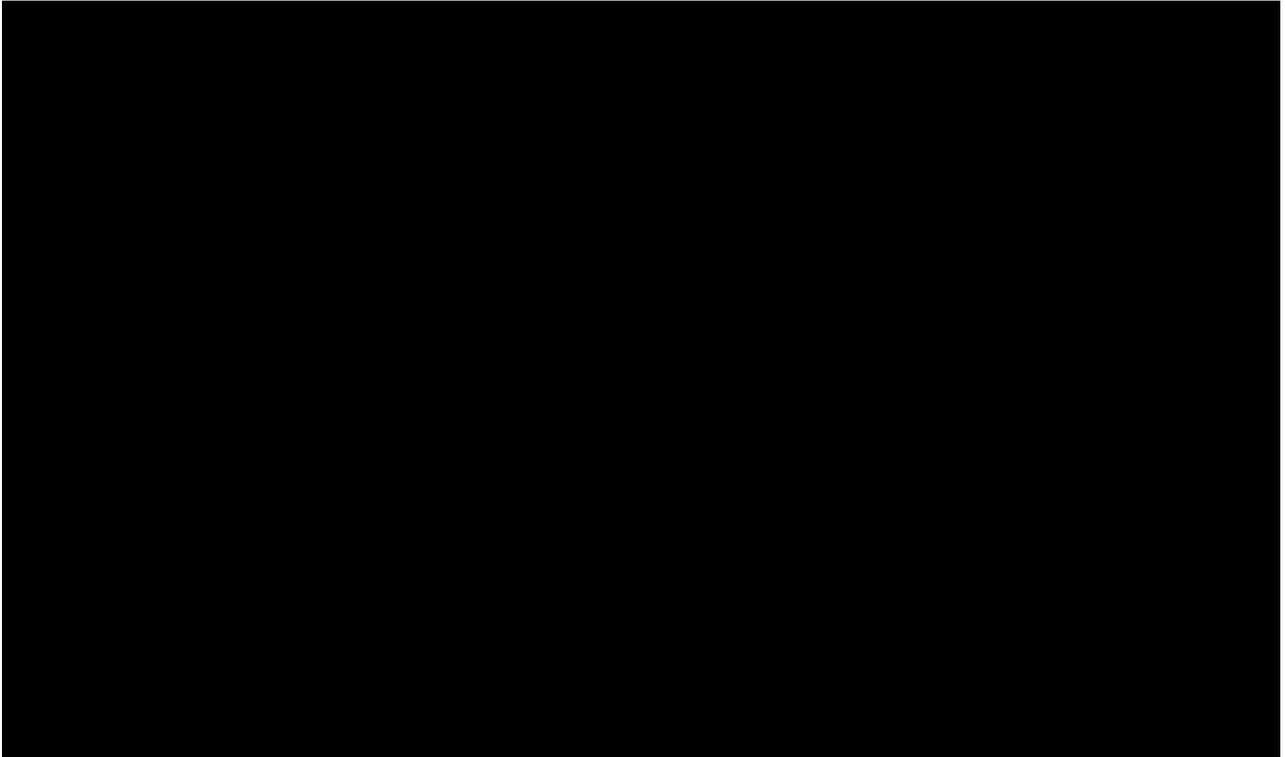
Call-Off Schedule 22 (Lease Terms)

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SPECIAL TERMS

N/A

BY SIGNING AND RETURNING THIS ORDER THE SUPPLIER AGREES that they have read the Lease Terms and by signing 'RM6280-Framework-Schedule-6-Lot-1-Order-Form-Template-and-Call-Off-Schedules-v1.0' to be bound by the terms.



Call-Off Schedule 24 (Franking Meter Terms)

Call-Off Ref:

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Call-Off Schedule 24 (Franking Meter Terms)

1. Introduction

1.1 If the Buyer has decided either to buy or to lease Deliverables under the Framework Contract using Framework Schedule 7 (Call-Off Award Procedure) and has stated in Framework Schedule 6 (Order Form Template and Call-Off Schedules) that its requirement includes buying or leasing a Meter then this Schedule will apply to the Meter until the end of the Contract Period or the end of the Lease Period (as the case may be).

1.2 If Call-Off Schedule 22 (Lease Terms) or the Core Terms conflict with this Call-Off Schedule 24 (Franking Meter Terms), these terms prevail in relation to any Meter or Meter Ancillaries only.

2. Definitions

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

“Authorised Deposit” the amount the Buyer has agreed to pay the Supplier to credit the Buyer’s Pre-Paid Postage account and enable anticipated Meter resetting requirements to be satisfied as initially set out in the Order Form and amended from time to time;

“Credit Limit Amount” the maximum amount of credit granted by a Supplier to a Buyer when they are paying using Postage in Arrears as initially set out in the Order Form and amended from time to time;

“Licence” a licence from Royal Mail Retail permitting the Buyer to use the Meter;

“Meter” the franking and date stamping device used to show postage paid;

“Meter Ancillaries” the date stamping dies, cables, indicia, cryptographic software and firmware, phone security codes, PSD and SAD;

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Call-Off Schedule 24 (Franking Meter Terms)

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“Meter Reset”	resetting the Meter to credit postage funds;
“Postage in Arrears”	the payment facility which allows the Buyer to pay in arrears for postage as more fully described in Paragraph 5.3;
“Pre-Paid Postage”	the payment facility which allows the Buyer to pay in advance for postage using a credit arrangement which enables the Supplier to do a Meter Reset as more fully described in Paragraph 5.2;
“Pre-Paid Postage Amount”	the balance from time to time of the aggregate of the Authorised Deposits and any additional payments described in Paragraph 5.2.1(b) less the amount that the Buyer has spent on postage;
“PSD (Postal Security Device)”	the device that the Supplier uses for Pre-Paid Postage security and funds management;
“Royal Mail Retail”	the trading name of Royal Mail Group Plc;
“SAD (Secure Accounting Device)”	the Pre-Paid Postage revenue security device; and
“Scheme”	the Royal Mail Scheme for Franking Letters and Parcels 2018 as amended from time to time.

3. Meter Licence

3.1 If the Buyer wants to buy or lease a Meter from the Supplier, the Supplier must get a Licence before delivering the Meter to the Buyer.

3.2 The Supplier cannot deliver a Meter to the Buyer unless the Buyer has a Licence.

3.3 The Buyer and the Supplier agree that the terms of the Scheme are incorporated into this Call-Off Schedule 24 (Franking Meter Terms). If there is any conflict between the terms of this Call-Off Schedule 24 (Franking Meter Terms) and

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Call-Off Schedule 24 (Franking Meter Terms)

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the terms of the Scheme, the terms of the Scheme shall prevail in relation to any Meter and Meter Ancillaries only.

3.4 The Buyer must:

3.4.1 hold a Licence at all times;

3.4.2 comply with all terms of the Licence;

3.4.3 not do or omit to do anything which might breach the terms of the Licence or give Royal Mail Retail grounds to revoke it or terminate it. The Buyer must give twenty (20) Working Days written notice to the Supplier of any such revocation or termination;

3.4.4 not make any attachment, alteration or addition to the Meter or the design or colour of any impression approved without the prior written approval of the Supplier (the Supplier cannot unreasonably withhold or delay its approval), whether so as to affect the franking or revenue recording mechanism or otherwise;

3.4.5 for a period of three (3) Months from installation (and after then in accordance with the Licence) allow the Supplier to inspect a Meter fitted with an SAD remotely as required by the Licence. The Supplier is not liable to the Buyer for any Losses or consequences resulting from the Buyer not allowing the Supplier to inspect a Meter as required by the Licence;

3.4.6 on and from the date of installation of the Meter, permit the Supplier to inspect the Meter at all reasonable times and, to enable the Supplier to do so, the Buyer must allow the Supplier entry to any premises at which the Meter may be located, and must grant reasonable access and facilities for such inspection;

3.4.7 allow the Supplier to do anything required under the terms of the Licence including:

(a) carry out inspections in accordance with Paragraph 3.4.5 above, repairs, alterations, software updates and maintenance; and

(b) supply information to Royal Mail Retail including in relation to inspections, maintenance and repairs, Royal Mail Retail's revenue control system and Meter usage information;

3.4.8 supply the Supplier with all information required under the Licence;

3.4.9 notify the Supplier immediately of any loss theft or damage to the Meter;

3.4.10 if the Licence is revoked or terminated cease using the Meter immediately.

3.5 If the Licence is revoked or terminated, the Supplier is not liable to supply or maintain the Meter on and from the date the Licence is revoked or terminated.

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Call-Off Schedule 24 (Franking Meter Terms)

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3.6 The Buyer indemnifies the Supplier against any liability incurred by the Supplier to Royal Mail Retail if Royal Mail Retail demands payment from Supplier in connection with:

3.6.1 the use by any person of the Meter without making due payment or otherwise; or

3.6.2 the Licence and/or any breach of the Licence and/or any other instruction or licence at any time given or granted to the Buyer by Royal Mail Retail relating to the Meter.

4. Tariff / Postal Rate Update

4.1 At all times the Buyer must have the current tariff/postal rates for inland and overseas post installed on the Meter.

4.2 At all times when using the Meter the Buyer must use the current tariff/postal rates for inland and overseas post.

4.3 The maintenance services set out in Framework Schedule 1 (Specification) or as otherwise set out in the Order Form include unlimited updates to the tariff/postal rates during the Call-Off Contract Period and the Supplier cannot make any additional charges of any kind for installing such updates on the Meter.

4.4 The Supplier is not liable to the Buyer for any surcharges or amounts incurred by the Buyer if the Buyer does not use the applicable correct tariff/postal rate.

5. Paying for Postage

5.1 Payment Method

5.1.1 The Supplier must use the payment method for postage costs that the Buyer nominated in the Order Form or such other payment method as the Buyer may choose by giving twenty (20) Working Days' written notice to the Supplier.

5.1.2 As a payment method, the Buyer may choose either:

(a) Pre-Paid Postage; or

(b) Postage in Arrears.

5.1.3 There is no limit on the number of times the Buyer can change payment method during the Call-Off Contract Period in accordance with Paragraph 5.1.1 above.

5.2 Pre-Paid Postage

5.2.1 Where the Buyer has chosen Pre-Paid Postage:

(a) the Buyer will pay an amount equal to the Authorised Deposit to the Supplier in cleared funds on the first Working Day of each Month;

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(b) the Buyer can make as many additional payments to the Supplier to be applied to Meter Resets at any time in its absolute discretion and the Supplier cannot make any additional charges for or in relation to any additional payments made under this Paragraph;

(c) the Supplier must credit the Buyer's Pre-Paid Postage Amount with each Authorised Deposit and additional payment it receives from the Buyer;

(d) the Supplier must reset the Buyer's Meter as required up to the credit balance of the Buyer's Pre-Paid Postage Amount at any time;

(e) the Buyer is entitled to unlimited Meter Resets during the Call-Off Contract Period and the Supplier cannot make any additional charges for or in relation to any Meter Reset;

(f) the Supplier must notify the Buyer in writing of the balance of their Pre-Paid Postage Amount on demand; and

(g) the balance of the Pre-Paid Postage Amount can never be less than £0.00.

5.2.4 The Parties can vary the amount of the Authorised Deposit by prior written agreement at any time during the Call-Off Contract Period.

5.2.5 The Supplier will not account to the Buyer for any interest earned on any credit balance of the Pre-Paid Postage Amount but will retain for the Supplier's benefit any income accruing on the Buyer's Pre-Paid Postage Amount.

5.2.6 If the Pre-Paid Postage Amount at any time equals or exceeds the amount stated by the Buyer in Framework Schedule 6 (Order Form Template and Call-Off Schedules), the Supplier must refund an amount equal to the balance between the Pre-Paid Postage Amount and the Authorised Deposit to the Buyer and the Buyer must provide the Supplier with written instructions for sending the monies to the Buyer.

5.2.7 The Supplier must pay an amount equal to the Pre-Paid Postage Amount to the Buyer on twenty (20) Working Days written notice of a change of payment method (by either the Buyer or Supplier) and the Buyer must provide the Supplier with written instructions for sending the monies to the Buyer.

5.2.8 Any outstanding amounts due in respect of the Pre-Paid Postage Amount at the end of the Call-Off Contract (for whatever reason) shall be paid by the Supplier to the Buyer within fourteen (14) days of the end of the Call-Off Contract.

5.3 Postage in Arrears

5.3.1 Where the Buyer has chosen Postage In Arrears the Buyer will agree the Credit Limit Amount with the Supplier and set up an account in order to receive statements of account from the Supplier.

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Call-Off Schedule 24 (Franking Meter Terms)

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5.3.2 On the first Working Day of each Month the Buyer will receive a statement of account from the Supplier and will make a payment in respect of the Postage in Arrears for the preceding Month using the payment method described in the Order Form by the due date.

5.3.3 The payment referred to in paragraph 5.3.2 shall be a minimum of 50% (fifty per cent) of the amount owing on the statement of account.

5.3.4 If the Postage in Arrears is not paid off in full by the due date the Buyer shall pay interest on the amount outstanding (the “**Unpaid Amount**”) at the rate of 3% (three per cent) above the base rate of the Bank of England, as varied from time to time.

5.3.5 Interest shall accrue daily and shall be payable Monthly in arrears, at the same time and in addition to any payment in respect of the Postage in Arrears pursuant to paragraph 5.3.2.

5.3.6 If the Buyer fails to make any payment due under this Schedule on the due date for payment, interest on the Unpaid Amount shall accrue daily, from the date of non-payment to the date of actual payment, at 1% (one per cent) above the rate specified in paragraph 5.3.4. Interest accrued under this paragraph 5.3.6 shall be immediately payable by the Buyer on demand by the Supplier. This paragraph shall not apply in the event that at least the minimum payment described in paragraph 5.3.3 is paid.

5.3.7 Whenever the Buyer makes a payment under paragraph 5.3.2 the Supplier shall credit the Buyer’s Meter as required up to the credit balance of the Buyer’s Credit Limit Amount.

5.3.8 The Buyer can make as many additional payments to the Supplier at any time in its absolute discretion and the Supplier cannot make any additional charges for or in relation to any additional payments made under this paragraph.

5.3.9 The Parties can vary the Credit Limit Amount by prior written agreement at any time during the Call-Off Contract Period, but in no circumstances shall the Credit Limit Amount exceed a Buyer’s forecasted annual postage costs. If it appears that the Buyer’s forecasted annual postage costs are likely to exceed the Credit Limit Amount the Parties shall meet within fourteen (14) days to agree an action plan. The action plan may include measures to:

5.3.9.1 increase the Credit Limit Amount;

5.3.9.2 reduce the Credit Limit Amount;

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5.3.9.3 require the Buyer to make a payment to ensure the Credit Limit Amount is not breached;

5.3.9.4 address how the Buyer will ensure the Credit Limit Amount is not breached for the remainder of the Call-Off Contract.

5.3.10 If the Parties fail to agree an action plan or a dispute arises in relation to the action plan the Parties shall resolve such dispute in accordance with Clause 34 of the Core Terms.

5.3.11 At the end of the Call-Off Contract (for whatever reason) the Supplier shall issue a final statement and the Buyer shall make a final payment to the Supplier with all outstanding sums due to the Supplier being paid.



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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.

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- 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:

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- (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 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

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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

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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 4.7 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

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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 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
 - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

"Modern Slavery Helpline" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

- 3.1 The Supplier:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
 - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

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- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.3 not make deductions from wages:
 - (a) as a disciplinary measure
 - (b) except where permitted by law; or
 - (c) without expressed permission of the worker concerned;
- 4.1.4 record all disciplinary measures taken against Supplier Staff; and

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

5. Working Hours

5.1 The Supplier shall:

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- 5.1.3 ensure that use of overtime used responsibly, taking into account:
 - (a) the extent;
 - (b) frequency; and
 - (c) hours worked;

by individuals and by the Supplier Staff as a whole;

- 5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
 - 5.3.1 this is allowed by national law;
 - 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
appropriate safeguards are taken to protect the workers' health and safety; and
 - 5.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6. Sustainability

- 6.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

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Call-Off Schedule 4 (Call Off Tender)

