



**RM6100 Technology Services 3
Framework Schedule 4 Annex 1
Lot 1 Order Form**

Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 4th October 2022 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call-Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website <https://www.crowncommercial.gov.uk/agreements/RM6100>. The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and Deliverables specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

The Parties agree that when the Buyer seeks further Deliverables from the Supplier under the Contract, the Buyer and Supplier will agree and execute a Statement of Work (SOW) in the form of the template set out in Attachment 5 to this Order Form.

Upon the execution of each SOW, it shall become incorporated into the Contract

In this Order Form, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) of the Call-Off Terms.

This Order Form shall comprise:

- a) This document headed "Order Form";
- b) Order Form Attachment 1 Services Specification;
- c) Order Form Attachment 2 Schedule of Processing, Personal Data and Data Subjects;
- d) Order Form Attachment 3 Transparency Reports;
- e) Order Form Attachment 4 Supplier Response;
- f) Order Form Attachment 5 Statement of Work Template
 - SOW Annex 1 - Processing, Personal Data and Data Subjects
 - SOW Annex 2 – Performance Management
- g) Order Form Attachment 6 Security Plan Questionnaire
- h) Order Form Attachment 7 Contract Management Standards
- i) Order Form Attachment 8 HMRC Travel & Subsistence Policy
- j) Order Form Annex 1 RM6100 Call-Off Terms
 - RM6100 Call-Off Terms Schedule 1 - Definitions
- k) Order Form Annex 2 Additional Schedules and Alternative Call-Off Terms.
 - Part A – Amendments to RM6100Call Off Terms
 - Part B – HMRC Mandatory Terms
 - S1 – Business Continuity and Disaster Recovery
 - S3 – Supply Chain Visibility



The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:

- i. the Framework, except Framework Schedule 18 (Tender);
- ii. the Order Form and its attachments
- iii. Annex 1 Call-Off Terms
- iv. Executed Statements of Works
- v. Framework Schedule 18 (Tender).



Crown
Commercial
Service

Section A General information

Contract Details	
Contract Reference:	SR997838165
Contract Title:	HMRC SAP Strategy and Design Services
Contract Description:	To provide SAP Strategy and Design Services expertise to HMRC as HMRC's SAP Strategic Design partner. The Supplier will work with HMRC to mature its internal strategic and assurance capability and optimise SAP processes against an agreed timeline.
Commencement Date: this should be the date of the last signature on Section D of this Order Form 04/10/2022	

Buyer details
Buyer organisation name Her Majesties Revenue and Customs
Billing address Your organisation's billing address - please ensure you include a postcode 100 Parliament Street, London, SW1A 2BQ
Buyer representative name The name of your point of contact for this Order [REDACTED]
Buyer representative contact details Email and telephone contact details for the Buyer's representative. This must include an email for the purpose of Clause 34.2 of the Contract. [REDACTED]
Buyer Project Reference Please provide the customer project reference number. SR997838165



Supplier details

Supplier name

The supplier organisation name, as it appears in the Framework Agreement
Deloitte LLP

Supplier address

Supplier's registered address
1, New Street Square, London, United Kingdom, EC4A 3HQ

Supplier representative name

The name of the Supplier point of contact for this Order
[REDACTED]

Supplier representative contact details

Email and telephone contact details of the supplier's representative
[REDACTED]

Order reference number or the Supplier's Catalogue Service Offer Reference Number

A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number.
SR997838165.



Section B

Part 1 - The Services Requirement

Commencement Date

See above in Section A

Contract Period

Contract Expiry: 03/10/2024

Term: Twenty-four (24) months

Extension Period: N/A

Services

The Supplier shall provide the following Services to the Buyer:

- 1 Build and assurance capabilities to help HMRC design, build and (initially) run the HMRC SAP Strategy & Design Services Function
- 2 SAP design & delivery assurance capability across the full project and programme lifecycle
- 3 Partner with HMRC resources to elicit and document project requirements, in adherence with best practice
- 4 Partner with HMRC resources to 'feed' these requirements and related deliverables to framework partners, and ensure they are well understood
- 5 Partner with HMRC to develop, produce and QA technical and commercial SAP documentation (e.g., OBC, process flows, user stories & epics, architecture & solution design docs, etc)
- 6 Provide ad-hoc expertise for mission-critical projects and programmes that are at risk of non-delivery
- 7 Support HMRC upskill and build internal capability including training
- 8 Ensure all plan execution of capability build, upskill and training is complete in advance of contract end

The Services are more particularly described in Attachment 1 - SAP Strategy and Design Services Requirements V1.0.

Statement of Works ("SOW")

During the Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon the execution of each SOW, it shall become incorporated into the Contract. Each Party agrees to act in good faith with the other Party in connection with any executed Statement of Work ("SOW"), such as when exercising any discretion it may have under the SOW, when making any requests of the other Party, when considering whether or not to give any consent or approval and when agreeing any matters required to be agreed under the SOW



SOW template can be found in Order Form Attachment 5.

Deliverables

The Supplier shall provide the following Deliverables to the Buyer as part of the Services:

The Fixed Price Deliverables are described in 'Statement of Work 01 – Initial Assessment', which can be found at Appendix 1 to this Call Off Order form. The content of SOW01 has been taken from Attachment 1 (Services Specification), and Attachment 4 (Supplier Response).

SOW01 and subsequent SOW's under this contract will describe Deliverables/Outcomes associated with the details of the requirement contained within that particular SOW.

Sites for the provision of the Services.

The Supplier shall provide the Services and/or Deliverables from the following Sites:

Buyer Premises:

The particular location shall be specified within each executed SOW (in which case the Supplier shall be entitled to charge any applicable expenses in compliance with the HMRC Travel & Subsistence Policy, which can be found at Attachment 8)

Supplier Premises:

1 New Street Square
London
EC4A 3HQ

Third Party Premises:

N/A

Additional Standards

Please refer to: Annex 2 – Additional Schedules and Alternative Call-Off Terms:

Part A – Amendments to RM6100 Call Off Terms

Part B – HMRC Mandatory Terms



Key Supplier Personnel

Key Supplier Personnel	Key Role(s)	Duration

Buyer Property

- 1 End user devices (such as laptops, smartphones)
- 2 General network access

Please note: detailed information in relation to the access of Buyer Property will be specified within each executed SOW.

Buyer Security Policy

Please refer to Attachment 6 – Security Plan Questionnaire

Buyer Enhanced Security Requirements

Please refer to Attachment 6 – Security Plan Questionnaire

Insurance

Third Party Public Liability Insurance (£) - which ever the greater of (a) 150% of the applicable Statement of Work value or (b) £10,000,000.

Professional Indemnity Insurance (£) – which ever the greater of (a) 150% of the applicable Statement of Work value or (b) £1,000,000.

Key Sub-Contractors

Not Applicable under this Contract.

Part 2 – Charges, Payment and Invoicing

Contract Charges (excluding VAT)

All work under this agreement shall be contracted and delivered under individually executed SOWs in the form, using Attachment 5. Each SOW will be scoped, drafted and signed on an individual basis. These SOW's will have the flexibility to agree specific packages of work as fixed price, time and materials, and additional commercial models deemed appropriate by both Buyer and Supplier.

The Suppliers Personnel Rate Card will be used for the purpose of defining and pricing each SOW:



Travel may be expected to other Buyer sites than the locations specified in a SOW, Reimbursable Expenses may apply as defined in Attachment 8, 'HMRC Travel & Subsistence Policy'.

Multiple SOW's can operate concurrently.

As detailed within individually executed SOW's.
Payment terms: 30 days

As detailed within individually executed SOW's.

The Supplier will issue Electronic Invoices in accordance with the agreed Payment Profile.
All invoices must be sent to: Ariba

All invoices must include: The Supplier shall ensure that each invoice is submitted in the correct format for the Buyer's e-invoicing system, or that it contains the following information:

1. the date of the invoice;
2. a unique invoice number;
3. the Service Period as defined in the SOW or other period(s) to which the relevant Charge(s) relate;
4. the correct reference for this Contract;
5. the reference number of the purchase order to which it relates;
6. the dates between which the Services subject of each of the Charges detailed on the invoice were performed;
7. a description of the Services;
8. the pricing mechanism used to calculate the Charges (such as fixed price, T&M);
9. any payments due in respect of completed milestones as approved by the Buyer;



10. the total Charges gross and net of any applicable deductions and, separately, the amount of any Reimbursable Expenses properly chargeable to the Buyer under the terms of this Contract, and, separately, any VAT or other sales tax payable in respect of each of the same;
11. details of any service credits or similar deductions that shall apply to the Charges detailed on the invoice;
12. reference to any reports required by the Buyer in respect of the Services to which the Charges detailed on the invoice relate (or in the case of reports issued by the Supplier for validation by the Buyer, then to any such reports as are validated by the Buyer in respect of the Services);
13. a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries;
14. the banking details for payment to the Supplier via electronic transfer of funds (i.e., name and address of bank, sort code, account name and number).

Method of Payment

The payment method for this Contract is BACS

The payment method for this Contract is compliant to the Buyers policies and processes.

Contract Anticipated Potential Value: £15 Million

Committed Spend N/A

Part 3 – Additional and Alternative Buyer Terms

Additional Schedules and Alternative Clauses

Additional Schedules

Additional Schedules	Tick as applicable
S1: Business Continuity and Disaster Recovery	<input checked="" type="checkbox"/>
S2: Continuous Improvement	<input type="checkbox"/>
S3: Supply Chain Visibility	<input checked="" type="checkbox"/>

Where selected above the Additional Schedules set out in document RM6100 Additional Terms and Conditions Lot 1 shall be incorporated into this Contract.

Alternative Clauses

The following Alternative Clauses will apply:

Alternative Clauses	Tick as applicable
Scots Law	<input type="checkbox"/>
Northern Ireland Law	<input type="checkbox"/>



Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lot 1 shall be incorporated into this Contract.

The following Special Conditions shall apply to this Order Form and the delivery of the Services:

- 1 Supplier may terminate the Call-Off Contract on written notice to the Buyer if the performance of any part of the Services would conflict with law, professional rules. Supplier will provide as much notice to Buyer as is reasonably possible and will work with Buyer to seek to mitigate any impact on the Services.
- 2 Supplier's tender is true and accurate to the best of its knowledge and is based on the accuracy of the information supplied by the Buyer and/or on its behalf.
- 3 Supplier's subsidiary Deloitte MCS Limited shall perform various aspects of the Services. Supplier shall remain fully liable for the performance of such obligations and for the purposes of the Contract the actions of Deloitte MCS Limited shall be considered the actions of Supplier and the Sub-contractor obligations shall not apply.
- 4 Where Supplier is required to use the software, products or services of Buyer's third-party vendor, the Buyer shall ensure that it has the rights to allow the Supplier to use such software, products or services and that they shall meet the Buyer's requirements.
- 5 All processing of Buyer data shall be conducted on Buyer Assets.
- 6 The Supplier has not had an opportunity to work with the Buyer or any incumbent supplier to assess the scope and cost of any TUPE risk. Supplier assumes that TUPE does not apply to the Services as the Supplier has not costed the same (including, but not limited to, any costing of assuming pensions liabilities) into its bid tender or assessed its implications on the timing of the Services' delivery.
- 7 The Supplier may use equity partners, who are self-employed for tax, in the Delivery of the Services.
- 8 The Supplier shall follow its own BCDR plan and is not required to develop a BCDR plan specifically for these Services or for this Order Form.

Liability

The limitation of liability set out in Clause 12.1 of the Call-Off Terms.

Termination for Convenience

The notice period for termination of convenience set out in Clause 19.1 of the Call-Off Terms shall be 30 Working Days.



Section C Supplier response

Commercially Sensitive information

Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract.

Any information relating to: personal information (CV's, contact details etc.); pricing and details of Supplier's cost base; insurance arrangements; proprietary information; and/or approach and/or methodologies, is commercially sensitive/confidential and exempt from disclosure under the Freedom of Information Act 2000 ("FOIA"). If a request to disclose such information is received, the Parties will work together and consider the applicability of any FOIA exemptions.

Section D Contract award

This Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.

SIGNATURES

For and on behalf of the Supplier

Name	[REDACTED]
Job role/title	[REDACTED]
Signature	[REDACTED]
Date	04 October 2022

For and on behalf of the Buyer

Name	[REDACTED]
Job role/title	[REDACTED]
Signature	[REDACTED]
Date	04 October 2022



Order Form Attachment 1 – Services Specification

SAP Strategy and Design Services Detailed Requirements

Ref	Business Requirement
General	
A-001	The Supplier must treat any party (such as a 3rd Party) as confirmed by HMRC as HMRC for the purposes of some or all of this contract (either in substitution of, or in parallel with HMRC), and HMRC may act on behalf of other organisations (such as other government departments)
A-002	The Supplier must engage in good faith when operating with HMRC's other partners including the CDIO System Integrator, ATS, Vendors (e.g. SAP), Change Suppliers and Run Suppliers
A-003	The Supplier must make every effort to deliver optimised Services (technical, cost, service, quality) within the strategic direction of HMRC and any operational/delivery parameters that might apply when undertaking Statements of Work or in order to adhere to agreed SLA's
A-004	The Supplier must have provisions in place to allow staff from HMRC or 3rd parties to attend Supplier offices or other locations relevant to the Services as required
A-005	The Supplier must comply with and champion the Central Digital and Data Office Technology Code of Practice wherever reasonably practical
A-006	The Supplier must use, align to, and champion the Government Technology Standards and Guidance wherever reasonably practical
A-007	The Supplier must provide support for the Services for the periods specified in the Support Needs except where variations to these have been agreed with HMRC
A-008	The Supplier must support HMRC to produce wider stakeholder communications
A-009	The Supplier must adhere to all HMRC and agreed contractual standards, approaches and policies unless otherwise agreed with HMRC
A-010	Prior to sub-contracting work or bringing a 3rd Party in to support the Services the Supplier must notify and get agreement from HMRC
A-011	The Supplier must ensure (and take reasonable steps to assure) that any sub-contractors or 3rd Parties supporting the Supplier or undertaking some aspects of the Supplier role are compliant with HMRC's standards and policies, as well as all standards and approaches specific to this contract
A-012	The Supplier must ensure that the Supplier's personnel working on the Services hold the requisite levels of security clearance, minimum BPSS with the availability of SC cleared resources for delivery of specific services. (please refer to HMRC Personnel Security and Vetting Policy document attached in ITT).
A-013	The Supplier must take reasonable steps to ensure that all operational and development activities are carried out in accordance with HMRC's Standards and Regulations, Security and Audit Access procedures, the UK government's security policy



Ref	Business Requirement
A-014	The Supplier must not offshore any personnel unless written approval is gained from HMRC, in line with HMRC's offshore policies
A-015	The Supplier must not share or send any Service Data overseas for any purpose unless written approval is gained from HMRC, in line with HMRC's offshore policies
A-016	Should the Supplier be unsuccessful in getting approval from HMRC's offshore approval process the Supplier must continue to set up and operate the Services onshore
A-017	The Supplier must attend the Governance Steering board once a fortnight at the commencement of the contract, thereafter, attend a monthly Steering Group Committee as the Function matures. This Governance Steering Board is in place to provide an update on the status of the SAP Strategy and Design Services Function (reporting on any risks/blockers/issues etc)
A-018	The Supplier must produce a report in line with the Governance Steering Board and Steering Group Committee, the format of the report needs to be produced to HMRC standards
A-019	The Supplier must adhere to HMRC ways of working by using HMRC defined templates, tools and conforming to HMRC standards
A-020	The Supplier must respond to a SoW request within 10 working days of receipt of the SoW
Provide build and assurance capabilities to help HMRC design, build and (initially) run the HMRC SAP Strategy & Design Services Function	
A-021	<p>The Supplier must conduct an initial timeboxed assessment, (timescale to be agreed with HMRC prior to commencement of contract) of HMRC SAP Strategy & Design Services (SDS) Function across people, processes & tools and provide the following to help define the SDS roadmap:</p> <ol style="list-style-type: none"> 1) Target Operating Model for the SAP Strategy & Design Service 2) Full training plan including a Capability Build Plan and Knowledge Transfer Plan 3) Documentation of Governance Processes and Control Mechanisms 4) GAP analysis of HMRC Capability 5) Document and Provide guidance on integration.
A-022	<p>The Supplier will share the outputs of the assessment with HMRC and use them to define and execute a plan to:</p> <ul style="list-style-type: none"> - Grow maturity in agreed areas over the contract term - Build a best practice SAP Strategy & Design function - Stand up all required governance and control mechanisms across commercial, technical and design lenses - Ensure HMRC resources are upskilled and knowledge is built and transitioned to HMRC in advance of contract end via a comprehensive capability build and knowledge share plan - Recommendation on secure development and aligning with HMRC security standards - Recommendation on Information lifecycle management covering data archiving - Provide roadmap for SAP components including upgrades, migrations etc to be on SAP supported platform and align with SAP best practices



Ref	Business Requirement
A-023	The Supplier will design a SAP intelligent client operating model- that allows the HMRC SAP Strategy & Design Services function to define, manage and assure SAP change work to the HMRC SAP estate. It is critical that this operating model allows HMRC to: 1) have multiple suppliers (not the SDS supplier) making changes to the SAP estate at the same time i.e. a multi-supplier environment across major, small and emergency change and 2) ensure the changes being made do not interfere with each other and have mutually aligned objectives. The operating model defined therefore, will need to be built with processes and governance to support these objectives to be achieved.
A-024	The Supplier must act as a 'SAP Strategic Advisor' i.e., challenging HMRC direction and providing insight where potential issues are foreseen
Provide SAP design & delivery assurance capability across the full project and programme lifecycle	
A-025	The Supplier must be able to conduct end-to-end delivery lifecycle assurance for individual projects
A-026	The Supplier must be able to deliver assurance across specific stages of the delivery lifecycle for individual projects
A-027	The Supplier must have appropriate/accredited SAP expertise to review and assure SAP deliverables and documentation
Partner with HMRC resources to elicit and document project requirements, in adherence with best practice	
A-028	The Supplier must be able to elicit and refine requirements from HMRC to produce digestible artefacts for delivery partner
A-029	The Supplier must work with HMRC resources to upskill and train in best practice requirements elicitation and management
A-030	The Supplier must document project requirements and store in an organised storage system and accordance with HMRC security requirements, baseline documents must be hosted on HMRC SharePoint and Interim Versions to be managed by Supplier
Partner with HMRC resources to 'feed' these requirements and related deliverables to framework partners, and ensure they are well understood	
A-031	The Supplier will attend workshops and sessions as required involving HMRC and external delivery partners
A-032	The Supplier will run requirement presentations and walkthroughs as required involving HMRC and external partners
A-033	The Supplier must QA delivery partner plans, proposals, and documentations to derive best value for HMRC
A-034	The Supplier must design how HMRC could segment requirements for HMRC to buy and implement small and large change in a multi-supplier SAP estate, considering dependencies, accurate and efficient timescales and resource models.
Partner with HMRC to develop, produce and QA technical and commercial SAP documentation (e.g., OBC, process flows, user stories & epics, architecture & solution design docs, etc)	



Ref	Business Requirement
A-035	<p>The supplier must have the capability to produce artifacts throughout the end-to-end change delivery lifecycle to include but not be limited to the following:</p> <ul style="list-style-type: none"> ▪ Agile Discovery Proposal (ADP) ▪ Agreed Stakeholder list for Discovery ▪ Preliminary Design ▪ Architectural Design and Mapping documentation ▪ Volumetric and non-functional analysis (NFRs) ▪ High-Level User Stories and definition of Epics ▪ Product Backlog prioritisation (Agile) ▪ Elaborate To-Be process flows & requirements to be solution informed ▪ Low Level (Solution Design Document) SDD, Functional Design Documents (FDD), Technical Design Documents (TDD) ▪ Agile Supplier Proposal (ASP) ▪ NFRs ▪ Development ready User Stories ▪ Detailed Technical Designs and Detailed Functional Designs ▪ Agreed Stakeholder list for Delivery ▪ Business Readiness planning and preparation
A-036	<p>The supplier must have the capability to review and provide assurance on artifacts produced by delivery partner throughout the end-to-end change delivery lifecycle</p>
Provide ad-hoc expertise for mission-critical projects and programmes that are at risk of non-delivery	
A-037	<p>The Supplier must have deep SAP expertise across the change delivery lifecycle to include but not be limited to the following technical components:</p> <ul style="list-style-type: none"> ▪ SAP PI / PO (Process Integration / Process Orchestration) ▪ SAP Security (Roles and Authorisation) ▪ SAP ABAP (Advanced Business Application and Programming) ▪ SAP BRF+ (Business Rule Framework Plus) ▪ SAP UI5 / Fiori ▪ SAP Portal / BSP (Enterprise Portal / Business Server Page) ▪ SAP Information Lifecycle Management (ILM) ▪ SAP Business Warehouse (BW) ▪ SAP NetWeaver ▪ SAP WebDynPro ▪ SAP Basis
A-038	<p>The Supplier must have deep SAP Functional expertise across the change delivery lifecycle to include but not be limited to the following modules:</p> <ul style="list-style-type: none"> ▪ SAP FICA (Financial Contract Accounting) ▪ SAP FICO (Financial Accounting and Controlling) ▪ SAP Ariba ▪ SAP HCM (Human Capital Management) ▪ SAP SuccessFactors
A-039	<p>The Supplier must have the ability to supply expertise across the spectrum of seniority</p>



Ref	Business Requirement
A-040	The Supplier must be able to provide services to agreed KPIs as stated in the SoW's
Help HMRC upskill and build internal capability	
A-041	The Supplier must upskill existing resources across the delivery lifecycle, in SAP Strategy & Design Services best practice
A-042	The Supplier must aid HMRC Onboard and upskill new recruits as the team grows
A-043	The Supplier must aid HMRC to retain and leverage knowledge gathered as the function maturity grows
A-044	The Supplier must aid HMRC to optimise and continually improve the function in accordance with best practice
A-045	The Supplier must be available to represent the SAP Business within the wider HMRC community and Government to help them understand how the SAP Business operates; at forums, events, conferences and meetings
Training requirements	
A-046	The Supplier must create and update suitable Training Materials for developing training in association with HMRC SAP Learning Academy. HMRC will be the owner of the material once delivered
A-047	The Supplier must agree the approach for, structure of, and medium of Service Documentation and Training Material, including types, formats and breakdowns with HMRC
A-048	The Supplier must document the Services and Solutions via Service Documentation and Training Material
A-049	The Supplier must maintain and make accessible to HMRC and agreed 3rd Parties all Service Documentation and Training Materials
A-050	The Supplier must ensure all Service Documentation and Training Materials are hosted on HMRC environment
A-051	The Supplier must undertake periodic assurance to maintain and verify accurate Service Documentation
A-052	The Supplier must liaise with and update HMRC Document Owners on the progress and maintenance of the Service Documentation and Training Materials
A-053	The Supplier must provide 700 hours of training per annum with an option to carry over any unused hours to the following year on any aspect of the Services, upon request (and at a time to be agreed between the relevant parties) by HMRC to HMRC
A-054	The Supplier must provide 90 hours of ad hoc subject matter expertise support per month at the request of HMRC (in addition to other obligations)
A-056	The Supplier must provide assurance of effectiveness of training on a quarterly basis
A-057	The supplier will have a substantive pool of resources with extensive Public Sector Collections and Disbursement (PSCD) & Tax and Revenue Management (TRM) implementation knowledge or will need to upskill resources at their own cost with recognised SAP qualifications relating to the aforementioned SAP modules. It is desirable that the Supplier should have, or will achieve, SAP Public Sector Collection and Disbursement or



Ref	Business Requirement
	Tax and Revenue Management Certification within 90 days of commencement of contract. The supplier must continue to upskill and maintain the minimum level and build additional PSCD/TRM capability at their own expense to maintain pace with demand in agreement with HMRC, subject to periodic review.
Ensure all plan execution of capability build, upskill and training is complete in advance of contract end	
A-058	The Supplier must ensure that capability build and knowledge sharing is a core component of the supplier proposition for the duration of the contract, and not 'back-loaded' as a task
A-059	The Supplier must provide knowledge sharing on a periodic basis as agreed by HMRC across the life span of the contract
Commercial requirements	
A-060	Contract support expectations <ul style="list-style-type: none"> ▪ The Supplier will be expected to assign a dedicated account management team, who will act as the specific point of contact for managing the relationship with the Buyer. ▪ We will expect the account management team to meet regularly with us to work together on how to best fulfil a requirement. Decisions on prioritisation of work will be the responsibility of the Buyer. ▪ The Supplier will be expected to bring in resource with the relevant knowledge and experience to deliver the outcomes. Discussions with the account manager include the raising of any performance or behavioural issues which the Supplier will need to address.
A-061	Contract management procedure <ul style="list-style-type: none"> ▪ The Supplier must provide regular updates and advance notice of their capacity and skills through the account manager. ▪ The expected service and outcomes will be documented in the Statement of Work and issued to the Supplier. ▪ Multiple work packages will operate concurrently
A-062	Sub-contractors and Partner arrangements <ul style="list-style-type: none"> ▪ A key expectation for the contract is that Suppliers fully utilise their ecosystem of partners and subcontractors to fulfil requirements. Ensuring benefit to the local SME communities as well as providing the Buyer with a diverse perspective to solution design and delivery, and potentially niche skillsets not readily available within the prime organisation.



Glossary

Abbreviation	Description
ATS	Application Test Service
BPSS	Baseline Personnel Security Standard
CDIO	Chief Digital & Information Office
HMRC	Her Majesty's Revenue & Customs
KPI	Key Performance Indicator
NFR	Non-Functional Requirement
OBC	Outline Business Case
QA	Quality Assurance
SC	Security Check
SDS	Strategy and Design Services
SLA	Service Level Agreement
SME	Subject Matter Expert
SoW	Statement of Work
TRM	Tax Revenue Management



Order Form Attachment 2 – Schedule of Processing, Personal Data and Data Subjects

Not Applicable at Call-Off Order Form level. However, the 'Processing, Personal Data and Data Subjects' obligations shall be incorporated into individually executed SOW's, where it is deemed appropriate.



Order Form Attachment 3 – Transparency Reports

Title	Content	Format	Frequency
Project performance report (<i>Note: SOW report can be merged with Project performance report</i>)	Produce a project performance report thirty (30) days after the Commencement Date and then each month thereafter, detailing as a minimum the following: <ul style="list-style-type: none"> a) Progress against plan b) Status of Deliverables c) Actions d) Dependencies e) Risks and Issues f) Resource Management g) Benefits realisation 	Excel	Monthly
Weekly project status report	This shall include as a minimum the planned and forecast dates for such Deliverables and such other information as the Buyer may request, including but not limited to: <ul style="list-style-type: none"> a) Status for overall project (previous and current report) b) Summary of progress <ul style="list-style-type: none"> 1. Outcomes expected for the next week 1. Key dependencies for the next week 1. Key risks and Issues 1. Supplier's transition costs/finance update a) Any such other information as the Buyer may request 	Excel	Weekly
Project closure report	Provide a project closure report, deliverable as part of ordinary exit including: <ul style="list-style-type: none"> 1 Quantified benefits 2 Quantified performance improvements 3 Deliverables' inventory 4 Ongoing risks and issues log 	TBD	End of Phase / Project



	<ul style="list-style-type: none">5 Defects log hand-over6 Lessons learned report7 Payment and Charging Closure report8 Buyer assets Return confirmation9 Provision of Data Retention10 Confirmation of knowledge transfer and capability uplift		
Statement of Work's Report	<p>A breakdown of individual SOW's, and their progress including:</p> <ul style="list-style-type: none">a) Individual progress statusb) Individual performance against KPI and any KPI failuresc) Repeat KPI failures carried over from previous reporting periodd) Detail of any Service Points and Service Credits for the periode) Key risks and issuesf) Charges, paid and outstanding per active SOWg) Cumulative SOW charges to-dateh) Use of Subcontractorsb) Any such other information as the Buyer may request	Excel	Monthly
Social Value delivery	The parties will work together to refine the Suppliers commitments and agree appropriate measurement metrics	TBD	TBD

Order Form Attachment 4 – Supplier Response

REDACTED



Order Form Attachment 5 – Statement of Work Template

Statement of Work (XX)

This Statement of Work (“SOW”) is entered into as of [DATE] (“SOW Effective Date”) by and between HMRC (“Buyer”) and [supplier name] (“Supplier”) pursuant to the terms of the Contract ([Enter contract information]), consisting of the Order Form and the Call Off Terms.”

1. Statement of Works (SOW) Details

Upon execution, this SOW forms part of the Contract (reference below).

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.

All SOWs must fall within the Services Specification and provisions of the Contract.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Contract, unless otherwise agreed by the Parties in writing.

- i) **Date of SOW:** [To be completed]
- j) **SOW Title:** [To be completed]
- k) **SOW Reference:** [To be completed]
- l) **Call-Off Contract Reference:** [To be completed]
- m) **Buyer:** [To be completed]
- n) **Supplier:** [To be completed]
- o) **SOW Start Date:** [To be completed]
- p) **SOW End Date:** [To be completed]
- q) **Duration of SOW:** [To be completed]
- r) **Service Period:** [To be completed]
- s) **Key Personnel (Buyer):** [To be completed]
- t) **Key Personnel (Supplier):** [To be completed]
- u) **Subcontractors:** [To be completed]



2. **Contract Specification – Deliverables Context**

- 2.1 **SOW Deliverables Background:** [Insert details of which elements of the Deliverables this SOW will address]
- 2.2 **Delivery phase(s):** [Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live]
- 2.3 **Overview of Requirements:** [Insert overview of the SOW requirement, including Functional;/Non-Functional, and any other requirement detail]

3. **Buyer Requirements – SOW services**

- 3.1 **SOW services:** [Insert details of the full scope of services and components to be included within this SOW]

3.2 **SOW Milestones**

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01			
MS02			

- 3.3 **Delivery Plan:** [Insert specific details, such as testing, Business Impact Assessment, Data Protection Impact Assessment, Pen Test, Performance test]

- 3.4 **Dependencies:** [Insert details to specify internal and external (other projects) dependencies]

- 3.5 **Supplier resource plan:** [Insert details – if applicable]

- 3.6 **SOW Standards:** [Insert any specific Standards applicable to this SOW]

- 3.7 **Acceptance criteria:** The acceptance criteria, at HMRC's discretion, shall be that the Deliverables materially conform to the specifications and



descriptions as below.

[i.e., HMRC will review each deliverable from the Supplier and any material deficiency in the deliverable that is identified by HMRC during a period of 10 business days after delivery will be immediately notified to the Supplier in writing (By Email or otherwise). In the event that a material deficiency is duly notified during such period, Supplier shall within 10 business days remedy the deficiency and resubmit the deliverable for further acceptance review].

4. Performance Management:

[Insert details of additional KPIs / SPIs agreed for this SOW in accordance with the details in Annex 2 of this SOW]

No.	Key Performance Indicator Title	Definition	Measurement Period	Frequency of reporting	Performance calculation	Severity Levels	Service Points
						Target Performance Level:	
						Minor KPI Failure:	
						Serious KPI Failure:	
						Severe KPI Failure:	
						KPI Service Threshold:	

5. Service Levels and Service Credits

Service Levels				Service Credit for each Service Period
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
[Accurate and timely billing of Buyer]	[Accuracy /Timelines]	[at least 98% at all times]	[]	[0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure]
[Access to Buyer]	[Availability]	[at least 98% at	[]	[0.5% Service Credit gained



support]		all times]		for each percentage under the specified Service Level Performance Measure]
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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 Service Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer

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

5.1 Service Credit Cap

[Insert details of the Service Credit Cap]

5.2 Critical Service Level Failure

[Insert details of the Critical Service Level Failure – examples are provide below for guidance.]

[In relation to [specify the relevant Service Level] a Critical Service Level Failure shall include a delay in producing [specify the relevant Deliverable] ordered by the Customer in excess of [specify the relevant time period] more than once in any [specify the relevant period] or more than [specify the relevant time period].

And/or

In relation to [specify the relevant Service Level] a Critical Service Level Failure shall include a loss of [specify the relevant Availability] during core hours [specify the relevant core hours] to the [specify the relevant Service] for more than [specify the relevant time period], or [specify the relevant time period].]

6. Additional Requirements:

SOW Annex 1 – Where applicable, this Annex will set out the data Processor / Controller arrangements applicable to this Statement of Work.

7. Milestone and Delay Payments

#	Milestone Description	Milestone Payment	Milestone Date	Delay Payments (where Milestone)
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		amount (GBP)		(£GBP per day)
M1	[insert description]	[insert amount]	[insert as per Outline Implementation Plan]	[insert amount]
M2				
M3				
M4				

8. **Service Charges (if applicable)**

Charge Number	Service Charges
[Service Line 1]	
[e.g. SL1]	
[Service Line 2]	
[e.g. SL2]	



9. **Risk Register**

Risk Number	Risk Name	Description of Task	Timing	Likelihood	Impact (£)	Impact (description)	Mitigation (description)	Cost of Mitigation	Post-mitigation impact (£)	Owner



10. **Early Termination Fee**

[To be completed]

11. **Key Supplier Personnel**

Key Role	Key Staff

12. **SOW Reporting Requirements:**

Further to the Supplier providing the reporting detailed in Attachment 3 of the Order Form (Transparency Reports) the Supplier shall also provide the following additional reporting under and applicable to this SOW only:

[Insert details of additional reporting requirements for this SOW]

13. **Charges**

13.1 **Contract Charges:**

The applicable charging method(s) for this SOW is:

[Time and Materials]

[Fixed Price]

[Milestone Payments]

[Firm Price]

[Buyer to select as appropriate for this SOW]

The estimated maximum value of this SOW (irrespective of the selected charging method) is £[Insert detail].

13.2 **Rate Cards Applicable:**

Supplier rate cards from Part 2 of the Order Form (Charges) for calculation of Time and Materials Charges, including details of any discounts that will be applied to the work undertaken under this SOW.

13.3 **Reimbursable Expenses:**

[Refer to HMRC Expense Policy at Attachment 8 of the Order Form]

[Reimbursable Expenses are capped at £[Insert] [OR [Insert] percent ([X]%) of the Charges payable under this Statement of Work.]

[None]



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[Buyer to delete as appropriate for this SOW]

14. **Signatures and Approvals**

For and on behalf of the Supplier

Name:

Title:

Date:

Signature:

For and on behalf of the Buyer

Name:

Title:

Date:

Signature:



SOW Annex 1

Processing, Personal Data and Data Subjects

This SOW Annex 1 shall be completed by the Buyer, where applicable, who may take account of the view of the Supplier, however the final decision as to the content of this SOW Annex 1 shall be with the Buyer at its absolute discretion.

- (a) The contact details of the Buyer's Data Protection Officer are: *[Insert Contact details]*.
- (b) The contact details of the Supplier's Data Protection Officer are: *[Insert Contact details]*.
- (c) The Supplier shall comply with any further written instructions with respect to processing by the Buyer.
- (d) Any such further instructions shall be incorporated into this SOW Annex 1

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor in accordance with Clause 18 of the Contract.
Subject matter of the processing	<i>[This should be a high level, short description of what the processing is about i.e., its subject matter of the contract. Example: The processing is needed in order to ensure that the Supplier can effectively deliver the contract to provide a service to members of the public.]</i>
Duration of the processing	<i>[Clearly set out the duration of the processing including dates]</i>
Nature and purposes of the processing	<i>[Please be as specific as possible, but make sure that you cover all intended purposes. 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. The purpose might include employment processing, statutory obligation, recruitment assessment etc.]</i>
Type of Personal Data being Processed	<i>[Examples here include name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]</i>



SOW Annex 2

Performance Management

v) DEFINITIONS

In this Schedule, the following definitions shall apply:

“Key Performance Indicator”	the key performance indicators set out in section 3.8 Performance Management of this SOW;
“KPI Failure”	a failure to meet the Target Performance Level in respect of a Key Performance Indicator;
“Measurement Period”	in relation to a Key Performance Indicator or Subsidiary Performance Indicator, the period over which the Supplier’s performance is measured (for example, a Service Period if measured monthly or a 12 month period if measured annually);
“Minor KPI Failure”	shall be as set out against the relevant Key Performance Indicator in section 3.8 Performance Management of this SOW;
“Performance Monitoring Report”	has the meaning given in Paragraph 1.1(a) of Part B;
“Repeat KPI Failure”	has the meaning given in Paragraph 3.1 of Part A;
“Serious KPI Failure”	shall be as set out against the relevant Key Performance Indicator in section 3.8 Performance Management of this SOW;
“Service Charges”	the periodic payments made in accordance with Section 4. Charges of this SOW;
“Service Credit Cap”	<ol style="list-style-type: none">1 in the period of 12 months from this SOW Start Date , [10%] of the SOW Charges; and2 during the remainder of the Term, [10%] of the Service Charges paid and/or due to be paid to the Supplier under this Contract in the period of 12 months immediately preceding the



	Service Period in respect of which Service Credits are accrued;
“Service Credits”	credits payable by the Supplier due to the occurrence of 1 or more KPI Failures, calculated in accordance with Part A of this Annex;
“Service Period”	a calendar month, save that: <ol style="list-style-type: none">1 the first service period shall begin on the SOW Start Date and shall expire at the end of the calendar month; and2 the final service period shall commence on the first day of the calendar month in which this SOW expires or terminates and shall end on the expiry or termination of the Term;
“Service Points”	in relation to a KPI Failure, the points that are set out against the relevant Key Performance Indicator in 7. Performance Management of this SOW;
“Severe KPI Failure”	shall be as set out against the relevant Key Performance Indicator in section 3.8 Performance Management of this SOW;
“Social Value”	the social, economic or environmental benefits set out in the Suppliers ITT Response
“Subsidiary Performance Indicator”	the performance indicators set out in section 3.8 Performance Management of this SOW;
“Target Performance Level”	the minimum level of performance for a Performance Indicator which is required by the Buyer, as set out against the relevant Performance Indicator in section 3.8 Performance Management of this SOW.



PART A: PERFORMANCE INDICATORS AND SERVICE CREDITS

1 PERFORMANCE INDICATORS

- a. Section 3.8 Performance Management of this SOW sets out the Key Performance Indicators and Subsidiary Performance Indicators which the Parties have agreed shall be used to measure the performance of the Services by the Supplier.
- b. The Supplier shall monitor its performance against each Performance Indicator and shall send the Buyer a report detailing the level of service actually achieved in accordance with Part B.
- c. Service Points, and therefore Service Credits, shall accrue for any KPI Failure and shall be calculated in accordance with Paragraphs 2, 3 and 4.

2 SERVICE POINTS

- a. If the level of performance of the Supplier during a Service Period achieves the Target Performance Level in respect of a Key Performance Indicator, no Service Points shall accrue to the Supplier in respect of that Key Performance Indicator.
- b. If the level of performance of the Supplier during a Service Period is below the Target Performance Level in respect of a Key Performance Indicator, Service Points shall accrue to the Supplier in respect of that Key Performance Indicator as set out in Paragraph 2.3.
- c. The number of Service Points that shall accrue to the Supplier in respect of a KPI Failure shall be the applicable number as set out in section 3.8 Performance Management of this SOW depending on whether the KPI Failure is a Minor KPI Failure, a Serious KPI Failure or a Severe KPI Failure, unless the KPI Failure is a Repeat KPI Failure when the provisions of Paragraph 3.2 shall apply.

3 REPEAT KPI FAILURES AND RELATED KPI FAILURES

- a. Repeat KPI Failures

If a KPI Failure occurs in respect of the same Key Performance Indicator in any two consecutive Measurement Periods, the second and any subsequent such KPI Failure shall be a “**Repeat KPI Failure**”.

The number of Service Points that shall accrue to the Supplier in respect of a KPI Failure that is a Repeat KPI Failure shall be calculated as follows:

$$SP = P \times 2$$

where:

SP = the number of Service Points that shall accrue for the Repeat KPI Failure;
and



P = the applicable number of Service Points for that KPI Failure as set out in section 3.8 Performance Management of this SOW depending on whether the Repeat KPI Failure is a Minor KPI Failure, a Serious KPI Failure, a Severe KPI Failure or a failure to meet the KPI Service Threshold.

4 SERVICE CREDITS

- a. Service Credits shall be calculated by reference to the number of Service Points accrued in any one Service Period pursuant to the provisions of section 3.8 Performance Management of this SOW.
- b. For each Service Period:
 - the Service Points accrued shall be converted to a percentage deduction from the Service Charges for the relevant Service Period on the basis of one point equating to a 1% deduction in the Service Charges; and
 - the total Service Credits applicable for the Service Period shall be calculated in accordance with the following formula:

Total Service Credits = [(Total Service Points for KPI1) + (Total Service Points for KPI2) + (Total Service Points for KPI3)...] * 1% * Service Charges

- c. Service Credits are a reduction of the Service Charges payable in respect of the relevant Services to reflect the reduced value of the Services actually received and are stated exclusive of VAT.
- d. Service Credits shall be shown as a deduction from the amount due from the Buyer to the Supplier in the invoice for the Service Period immediately succeeding the Service Period to which they relate.
- e. The Buyer shall use the Performance Monitoring Reports provided pursuant to Part B, among other things, to verify the calculation and accuracy of the Service Credits (if any) applicable to each Service Period.



PART B: PERFORMANCE MONITORING
PERFORMANCE MONITORING AND PERFORMANCE REVIEW

- i) Within 10 Working Days of the end of each Service Period, the Supplier shall provide:
 - (1) a report to the Buyer Representative which summarises the performance by the Supplier against each of the Performance Indicators as more particularly described in Paragraph 1.2 (the “**Performance Monitoring Report**”); and
 - (2) a report created by the Supplier to the Buyer’s senior responsible officer which summarises the Supplier’s performance over the relevant Service Period as more particularly described in Paragraph 1.3 (the “**Balanced Scorecard Report**”).
- ii) The Performance Monitoring Report shall be in such format as agreed between the Parties from time to time and contain, as a minimum, the following information:
 - (1) for each Key Performance Indicator and Subsidiary Performance Indicator, the actual performance achieved over the Service Period
 - (2) a summary of all KPI Failures that occurred during the Service Period;
 - (3) the severity level of each KPI Failure which occurred during the Service Period;
 - (4) which KPI Failures remain outstanding and progress in resolving them;
 - (5) the number of Service Points awarded in respect of each KPI Failure;
 - (6) the Service Credits to be applied, indicating the KPI Failure(s) to which the Service Credits relate
 - (7) such other details as the Buyer may reasonably require from time to time
- iii) The Balanced Scorecard Report shall be presented in the form of an online accessible dashboard and, as a minimum, shall contain a high level summary of the Supplier’s performance over the relevant Service Period, including details of the following:
 - (1) the Target Performance Levels achieved;
 - (2) performance against its obligation to pay its Sub-contractors within thirty (30) days of receipt of an undisputed invoice;
 - (3) Milestone trend chart, showing performance of the overall programme;
 - (4) sustainability and energy efficiency indicators, for example energy consumption and recycling performance; and
 - (5) Social Value (as applicable)
 - (6) such other details as the Buyer may reasonably require from time to time



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Order Form Attachment 6 – Security Risk Questionnaire

REDACTED



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Order Form Attachment 7 – Contract Management Standards

Definitions

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

"Operational Board"	the board established in accordance with Paragraph 3 of this Attachment;
"Project/Service Manager"	the manager appointed in accordance with Paragraph 1 of this Attachment;
"Strategic Board"	the escalation point for the Operational Board providing senior level guidance, leadership and strategy

1 Project/Service Management

- a) The Supplier and the Buyer shall each appoint a named Project/Service Manager on a non-exclusive basis for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
- b) 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.
- c) The Parties agree to operate the boards specified as set out in the Annex to this Schedule.

2 Role of the Supplier Project/Service Manager

- a) The Project/Service Manager shall be:
- b) the primary point of contact for receiving and responding to communications between the Parties;
- c) able to delegate their positions to another person but must inform one another prior to proceeding with the delegation and it will be the delegated person's responsibility to fulfil the Project/Service Manager's responsibilities and obligations;
- d) able to cancel any delegation and recommence the position; and
- e) in the normal course of business, replaced only after the Parties have received notification of the proposed change.
- f) The Parties may provide revised instructions to either Parties Project/Service Manager in regard to the Contract and it will be the Project/Service Manager's responsibility to ensure the information is provided between the Parties and the revised instructions are considered and resulting changes are implemented as agreed between the Supplier and the Buyer.



- g) Receipt of communication from either Parties Project/Service Manager does not absolve either Party from its responsibilities, obligations, or liabilities under the Contract. The Parties shall procure that all reasonable steps are taken and all reasonable assistance is given to avoid or mitigate any losses which in the absence of mitigation might give rise to a liability in respect of any claim under this Contract.

3 Role of The Operational Board

- a) 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.
- b) 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 Annex A to the Attachment.
- c) 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 always have a counterpart Supplier board member of equivalent seniority and expertise.
- d) 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.
- e) 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 agreed between parties and communicated in advance of that meeting.

4 Contract Risk Management

- a) Both Parties shall pro-actively identify, manage and monitor risks attributed to them under the terms of this Contract.

5 Board Protocol

- a) Both Parties shall delegate respective attendees to appear at relevant board reviews
- b) The Buyer shall appoint a chairperson to chair all sessions
- c) Pre-meeting agenda shall be circulated in advance of scheduled meetings
- d) Both Parties shall provide at least two delegates of authority to permit requisite decisions
- e) Board meetings shall record minutes and distribute electronically to attendees and other relevant persons
- f) The Boards shall monitor progress of all tasks and activities agreed, following Board meeting decisions
- g) From time to time the Buyer may request attendance of a representative from a third party.
- h) The representation and structure of the boards is as outlined in Annex A, sections 1, 2 and 3.



- i) Both Parties shall take into account the requirements of Attachment 3 (Transparency Reporting) when meeting the needs of this Attachment 7.

Annex A: Operational Boards

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

1 Operational Board

- 2.1 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 and carry out Operational Board activities in accordance with section 4 of Attachment 7, (Contract Management Standards). At the Buyer's discretion (acting reasonably), the Board shall meet either in person, via telephone conference or via video-conference. Furthermore, nothing shall prevent the Buyer from electing (at its sole discretion and upon written notice to the Supplier) not to hold Operational Board meetings when scheduled, or at all.

2.1 Board Members

BUYER	SUPPLIER	FREQUENCY OF MEETINGS	LOCATIONS, TIMES & DATES
Contract Manager	Service Manager	Monthly or more frequently on an ad-hoc basis if agreed by the Buyer and the Supplier	To be confirmed on issuance of meeting agenda

2 Strategic Board

- 2.1 The Strategic Board shall meet at a frequency to be agreed between the Buyer and the Supplier but not less than once every three months (commencing from the Effective Date). Ad-hoc Strategic Board meetings can be more frequently if requested by the Buyer or in order to resolve any Dispute. At the Buyer's discretion (acting reasonably), the Board shall meet either in person, via telephone conference or via video-conference. Furthermore, nothing shall prevent the Buyer from electing (at its sole discretion and upon written notice to the Supplier) not to hold Strategic Board meetings when scheduled, or at all. The Strategic Board will also be the escalation point for the Operational Board and offer support in the performance of the contract that may include but not limited to the following:



- (i) provide senior level guidance, leadership and strategy for the overall delivery of the Service
- (ii) Review reports from the Operational Board
- (iii) Provide the Operational Board with guidance and authorisation on issues and changes, consider and resolve Disputes raised by the Operational Board and where applicable, escalate Disputes.
- (iv) Ensure the Parties within the terms of the Agreement are worked for value for money and operational benefit
- (v) Assess opportunities

2.1 Board Members

BUYER	SUPPLIER	FREQUENCY OF MEETINGS	LOCATIONS, TIMES & DATES
Relationship/Account Manager Contract Manager Service Owner	Service Manager Account Executive	Once every Quarter (commencing from the Effective Date)	To be confirmed on issuance of meeting agenda



Order Form Attachment 8 – HMRC Travel & Subsistence Policy

HMRC Sustainable travel policy

HMRC is committed to adopting more sustainable travel behaviours. Travel plays an important role in delivering many aspects of our business, but travel can also have a negative impact on the environment and on your work life balance. We are working to improve our travel management so that we can contribute to the Government's Sustainable Development Objectives. This will help reduce the impact of climate change.

How you can help deliver our business sustainably

You can help in two straightforward ways:

Avoid travelling in the first place. This is about minimising your need to travel to meet your business objectives. You can change your working practices and help develop a culture which supports not travelling.

For meetings your starting point should be that the meeting can be delivered effectively remotely. If you are responsible for setting up meetings you should take the lead on this. If meeting attendees, ask to use remote communication methods you should do all you can to achieve this.

Travel for business can be essential in certain circumstances. Before you travel or ask others to travel on official business, you must decide whether your business objective can be achieved using alternatives. A well-run teleconference / Teams meeting can be as effective as a face to face meeting. It also saves 95% of the cost in expenses and staff time spent travelling.

If you must travel, **use more sustainable modes of transport**. Train, tube and bus are the most sustainable options.

Face to face meetings should be set up in locations with public transport access wherever possible.

Before you organise and undertake any travel you must have a clear business justification for your journey and obtain prior approval from your contract manager. Your manager will make clear, as part of your team's business planning, when travel is appropriate and when alternative working options should be applied.

It's your responsibility to agree with your contract manager **before you travel that you are intending using** the most cost effective, practical and sustainable travel option and **that budget is in place to cover the cost to travel**

Claiming expenses

- 1 Claim only what you are entitled to claim in accordance with the T&S guidance below.
- 2 Make sure you have receipts to support your claims as these are important in ensuring that HMRC achieves the same standards of record keeping as for its own staff and its contractors as HMRC expects of other taxpayers.



- 3 Maintain your own personal record of expenses incurred as additional support to your claims
- 4 Make sure you submit any claims within three months of the date the expenses are incurred, as this allows managers and budget holders to manage their resources more effectively.
- 5 Only claim T&S for your meals and travel only, do not claim any element of T&S for your colleague's meal or travel as this may attract potential tax implication.
- 6 A process for claims should be agreed with your contract manager at the start of the contract
- 7 Your contract Manager will refuse to pay any claims above the stated rates
- 8 Your contract manager can refuse to pay any claim where the Policy has not been met
- 9 All HMRC T&S claims are subject to audit and public scrutiny

Journeys you can and can't claim for

If you make	then
a journey while you are on official business	you can claim for this journey.
a journey between your home and your designated workplace	you can't claim for this journey

Class of travel by Rail

Use **standard class travel for all rail journeys** irrespective of the journey time, unless you fulfil the conditions to travel first class (see below).

If you have your manager's approval before the journey takes place, and if	then
you have special needs that require you to travel at a higher class	you may travel first class.
there is a business need for you to travel with a colleague who may travel first class	you may travel first class.
the cost of first-class travel is cheaper or the same cost as standard class travel	you may travel first class.



Mileage allowances

Allowance	Rate (pence per mile)
Higher Rate Mileage Allowance (limited to the first 10,000 miles in any financial year)	45p
Basic Rate Mileage Allowance	25p
Motorcycle Rate	24p
Pedal Cycle Rate	20p

Day Subsistence rates

Provided you incur a cost that is **more** than you would normally have incurred at home or your office, actual expenditure will be paid within these limits:

Allowance	Details	Amount
One Meal Allowance	Where away from home and permanent workplace for more than 5 hours	up to a maximum of £8.25
Two Meal Allowance	Where away from home and permanent workplace for more than 10 hours	up to a maximum of £17.75
Three Meal Allowance	Where away from home and permanent workplace for more than 13 hours	up to a maximum of £26.00
Unplanned late working	Where you must buy a meal when you are unexpectedly required to work after 20:00 hours in	up to a maximum of £8.25



Allowance	Details	Amount
	addition to your normal day and more than 3 hours after the end of your normal day	

Short-term Night Subsistence Allowances

Hotel Bed and Breakfast Capped Rates

At the following locations, **actual** expenditure incurred within these limits.

Location	Hotel B&B capped limit:
London / within M25 (excluding Heathrow Airport)	£130
Bristol; Heathrow Airport	£100
Oxford; Portsmouth	£95
Elsewhere in UK	£90

Hotel rates can be higher during peak times, so contract managers can consider requests to exceed the capped rate, particularly if there are any personal safety concerns with the location of a cheaper rate hotel.

Short-term Overnight Subsistence Allowances

Allowance	Detail	Amount
Main Meal Allowance -	Actual expenditure on an evening meal if away overnight	up to a maximum of £26.00 for each night
Travel from Hotel to Detached Duty Office	Actual costs subject to reasonable value-for-money/business considerations	VFM



Allowance	Detail	Amount
Staying with Family or Friends Allowance	You choose to stay with family or friends instead of at a hotel	£25.00 per night.
Personal Expenses Allowance -	actual cost of unavoidable personal expenses incurred	up to maximum of £5 for each night

Expenses for journeys you can't claim

If	then
your vehicle does not meet HMRC's insurance requirements; Business user is included	you can't claim mileage allowance.
expenses have been paid to you or are due to be paid to you by a third party - for example, another government department or organisation	you can't claim.
you incur parking penalties or fines for motoring offences	you can't claim.
you incur parking excess charges	you can't claim



Order Form Annex 1 RM6100 Call-Off Terms

(FRAMEWORK SCHEDULE 4 – ANNEX 2)

RM6100 TECHNOLOGY SERVICES 3

LOT 1 CALL OFF TERMS



TABLE OF CONTENTS

1.	DEFINITIONS	140
2.	INTERPRETATION.....	140
3.	WARRANTIES AND REPRESENTATIONS	141
4.	CONTRACT PERIOD	142
5.	PROVISION AND RECEIPT OF THE SERVICES AND DELIVERABLES	142
6.	SUPPLIER PERSONNEL	143
7.	STANDARDS.....	145
8.	BUYER PREMISES	145
9.	BUYER PROPERTY	145
10.	CHARGES, PAYMENT AND INVOICING.....	146
11.	INCOME TAX AND NATIONAL INSURANCE CONTRIBUTIONS.....	146
12.	LIABILITIES	147
13.	INTELLECTUAL PROPERTY RIGHTS.....	148
14.	PUBLICITY AND BRANDING	149
15.	SECURITY REQUIREMENTS	149
16.	RECORDS AND AUDIT	150
18.	PROTECTION OF PERSONAL DATA	151
19.	TERMINATION AND EXPIRY	155
20.	CONSEQUENCES OF TERMINATION AND EXPIRY AND EXIT MANAGEMENT	156
21.	APPOINTMENT OF SUB-CONTRACTORS.....	157
22.	APPOINTMENT OF KEY SUB-CONTRACTORS	158
23.	CONFIDENTIALITY	159
24.	TRANSPARENCY AND FOIA.....	161
25.	WAIVER.....	162
26.	INVALIDITY.....	162
27.	RELATIONSHIP OF THE PARTIES	162
28.	PREVENTING FRAUD BRIBERY AND CORRUPTION	162
29.	EQUALITY, DIVERSITY AND HUMAN RIGHTS.....	163
30.	CORPORATE SOCIAL RESPONSIBILITY.....	163
31.	ASSIGNMENT	166
32.	VARIATION.....	167
33.	FORCE MAJEURE.....	167



34.	NOTICES.....	167
35.	ENTIRE AGREEMENT AND THIRD PARTY RIGHTS	167
36.	CONFLICTS OF INTEREST	168
37.	GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION	168
	SCHEDULE 1 DEFINITIONS	169



1. DEFINITIONS

- 1.1 In this Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in these Call-Off Terms and in particular Schedule 1 (Definitions).
- 1.2 If no meaning is given to a capitalised expression in this Contract, it shall, in the first instance, be interpreted in accordance with the Order Form and related documents and otherwise in accordance with common interpretation within the relevant services sector/industry where appropriate.

2. INTERPRETATION

- 2.1 In this Contract, unless the context otherwise requires:
 - 2.1.1 the singular includes the plural and vice versa;
 - 2.1.2 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 2.1.3 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 2.1.4 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";
 - 2.1.5 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;
 - 2.1.6 references to "Clauses" and "Schedules" are, unless otherwise provided, references to the clauses and schedules of this Contract and references in any Schedule to paragraphs, parts, annexes and tables are, unless otherwise provided, references to the paragraphs, parts, annexes and tables of the Schedule or the part of the Schedule in which the references appear;
 - 2.1.7 the headings in this Contract are for ease of reference only and shall not affect the interpretation or construction of this Contract; and
 - 2.1.8 any reference 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.

- 2.2 In the event and to the extent only of a conflict between the Order Form, these Call-Off Terms and the provisions of the Framework, the conflict shall be resolved in accordance with the following descending order of precedence:
- 2.2.1 the Framework, except Framework Schedule 18 (Tender);
 - 2.2.2 the Order Form (including Attachments);
 - 2.2.3 these Call-Off Terms;
 - 2.2.4 Executed Statements of Works; and
 - 2.2.5 Framework Schedule 18 (Tender).
- 2.3 Where Framework Schedule 18 (Tender) contains provisions which are more favourable to the Buyer in relation to this Contract such provisions of the Tender (as applicable) shall prevail. The Buyer shall in its absolute and sole discretion determine whether any provision in the Tender and/or this Contract is more favourable to it in this context.

3. **WARRANTIES AND REPRESENTATIONS**

- 3.1 The Supplier warrants and represents that:
- 3.1.1 it has full capacity and authority to enter into and to perform this Contract and this Contract is executed by its authorised representative;
 - 3.1.2 it is a legally valid and existing organisation incorporated in the place it was formed;
 - 3.1.3 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 this Contract;
 - 3.1.4 it maintains all necessary rights, authorisations, licences and consents to perform its obligations under this Contract;
 - 3.1.5 it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform this Contract;
 - 3.1.6 it is not impacted by an Insolvency Event; and
 - 3.1.7 all statements made and documents submitted by the Supplier as part of the procurement of the Services and Deliverables under this Contract are true and accurate.



4. **CONTRACT PERIOD**

This Contract shall take effect on the Commencement Date specified in the Order Form and shall unless terminated earlier under the terms of this Contract, shall continue until expiry of the Contract Period as specified in the Order Form.

5. **PROVISION OF SERVICES AND DELIVERABLES**

- 5.1 The Supplier shall ensure the Services and Deliverables comply with the Services Specification set out or referred to in the Order Form.
- 5.2 The Supplier shall perform the Services and provide the Deliverables:
 - 5.2.1 in accordance with all applicable Laws;
 - 5.2.2 using Good Industry Practice; and
 - 5.2.3 in accordance with any milestones, dates and/or timescales specified in the Order Form for such performance or provision or, in the absence of such dates or timescales, in a prompt and timely manner.
- 5.3 In its performance of its obligations under this Contract (including provision of the Services and Deliverables) the Supplier shall at all times comply with the applicable provisions of the Framework and this Contract including the Schedules.
- 5.4 The Supplier shall take reasonable steps to ensure that the in the performance of its obligations under this Contract (including provision of the Services and Deliverables) it does not disrupt the Buyer's operations, employees or other contractor engaged by the Buyer.
- 5.5 The Supplier shall be responsible, at its own cost, for the provision of all the Supplier Equipment and any other items necessary for the provision of the Services and Deliverables.
- 5.6 The Supplier shall provide the Services at the Sites.
- 5.7 In its receipt of the Services and use of the Deliverables the Buyer shall at all times comply with the provisions of this Contract.
- 5.8 In their dealings under this Contract the Parties shall at all times behave and act reasonably and in good faith towards each other.
- 5.9 In providing the Services and the Deliverables, the Supplier shall operate as, and have the status of, an independent contractor and shall not operate or have the status of agent, employee or representative of the Buyer.
- 5.10 All Deliverables provided by the Supplier under this Contract shall be deemed to be completed once written notification has been received by the Supplier from the Buyer confirming that such Deliverables are accepted.
- 5.11 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Services with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Services and their supply to the Buyer.



- 5.12 The Supplier must adopt a policy of continuous improvement in relation to the Services, which must include regular reviews with the Buyer of the Services 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 Services. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.

6. SUPPLIER PERSONNEL

- 6.1 The Supplier shall ensure that all Supplier Personnel involved in the performance of this Contract:
- 6.1.1 are adequately trained and suitably qualified and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
 - 6.1.2 are vetted in accordance with Good Industry Practice and, where applicable, the Security Policy and Standards; and
 - 6.1.3 comply with any reasonable instructions issued by the Buyer from time to time.
- 6.2 The Supplier shall:
- 6.2.1 provide a list of the names of all Supplier Personnel requiring admission to the Buyer's Premises, specifying why they require admission and giving such other particulars as the Buyer may reasonably require;
 - 6.2.2 where requested by the Buyer, replace any Supplier Personnel whose acts or omissions have caused the Supplier to breach Clause 28;
 - 6.2.3 procure that the Supplier Personnel shall vacate the Buyer Premises immediately on completion of the Services or termination or expiry of this Contract (whichever is the earlier);
 - 6.2.4 be liable at all time for all acts or omissions of the Supplier Personnel, so that any act or omission of any Supplier Personnel which results in a Default under this Contract shall be a Default by the Supplier; and
 - 6.2.5 indemnify the Buyer against all claims brought by any person employed by them arising from any act or omission of the Supplier and/or any Supplier Personnel.
- 6.3 If the Buyer reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of this Contract, it may, by giving written notice to the Supplier:
- 6.3.1 refuse admission to the relevant person(s) to the Buyer's Premises; and/or
 - 6.3.2 require that the Supplier replace as soon as reasonably practicable any such relevant person(s) with a suitably qualified alternative and procure that any security pass issued by the Buyer to the relevant person(s) replaced is surrendered,



and the Supplier shall comply with any such notice.

Key Supplier Personnel

- 6.4 The Supplier shall ensure that the Key Supplier Personnel fulfil the Key Roles at all times during the Contract Period.
- 6.5 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall for the purposes of this Contract be included on the list of Key Supplier Personnel.
- 6.6 The Supplier shall not and shall procure that any Sub-Contractor shall not remove or replace any Key Supplier Personnel unless:
 - 6.6.1 requested to do so by the Buyer or the Supplier obtains the Buyer's prior written consent to such removal or replacement (such consent not to be unreasonably withheld or delayed);
 - 6.6.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 6.6.3 the person's employment or contractual arrangement with the Supplier or Sub-Contractor is terminated for material breach of contract by the employee.
- 6.7 The Supplier shall:
 - 6.7.1 notify the Buyer promptly of the absence of any Key Supplier Personnel (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 6.7.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 6.7.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Supplier Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Supplier Personnel's employment contract, this will mean at least three (3) Months' notice;
 - 6.7.4 ensure that all arrangements for planned changes in Key Supplier Personnel provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Services and Deliverables; and
 - 6.7.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Supplier Personnel whom he or she has replaced.



- 6.8 The Buyer may require the Supplier to remove or procure that any Sub-Contractor shall remove any Key Supplier Personnel that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Supplier Personnel.

7. STANDARDS

The Supplier shall at all times during the Contract Period comply with the Standards and maintain, where applicable, accreditation with the relevant Standards' authorisation body.

8. BUYER PREMISES

- 8.1 If specified in the Order Form, the Buyer shall provide the Supplier with reasonable access at reasonable times to the Buyer Premises for the purpose of supplying the Services. All Supplier Equipment, tools and/or vehicles brought onto the Buyer's Premises by the Supplier and/or the Supplier Personnel shall be at the Supplier's risk.
- 8.2 If the Supplier supplies all or any of the Services at or from the Buyer Premises, on completion of the Services or termination or expiry of this Contract (whichever is the earlier) the Supplier shall vacate the Buyer Premises, remove the Supplier Equipment and leave the Buyer Premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Buyer Premises which is caused by the Supplier or any Supplier Personnel, other than fair wear and tear.
- 8.3 The Buyer shall be responsible for maintaining the security of the Buyer Premises. While on the Buyer Premises the Supplier shall, and shall procure that all Supplier Personnel shall, comply with:
- 8.3.1 all reasonable conduct requirements of the Buyer;
 - 8.3.2 the Buyer's current health and safety and environmental policies as provided in advance to the Supplier; and
 - 8.3.3 the Security Policy, or in the absence of such policy, the Buyer's reasonable security requirements notified to the Supplier from time to time.

9. BUYER PROPERTY

- 9.1 Without prejudice to Clause 5.5, any Buyer Property provided by the Buyer for the purposes of this Contract shall remain the property of the Buyer and shall be used by the Supplier and the Supplier Personnel only for the purpose of carrying out their obligations under this Contract. Such Buyer Property shall be returned promptly to the Buyer on expiry or termination of this Contract.
- 9.2 The Supplier shall ensure the security of all the Buyer Property whilst in its possession, either on the Sites or elsewhere during the provision of the Services, in accordance with the Security Policy, or in the absence of such policy, the Buyer's reasonable security requirements notified to the Supplier from time to time.
- 9.3 The Supplier shall be liable to the Buyer for all loss of or damage to the Buyer Property (other than deterioration resulting from normal and proper use) caused by the Supplier or any Supplier Personnel. Buyer Property supplied by the Buyer shall be deemed to be in a good condition when received by the Supplier or relevant Supplier



Personnel unless the Buyer is notified otherwise in writing within five (5) Working Days of receipt of such Buyer Property.

10. CHARGES PAYMENTS AND INVOICING

- 10.1 In consideration of the Supplier carrying out its obligations under this Contract, including the provision of the Services and Deliverables, the Buyer shall pay the undisputed Charges.
- 10.2 The Charges for Services and Deliverables payable by the Buyer during the Contract Period shall be calculated using the relevant pricing information, payment profile, invoicing frequency, invoicing information and payment method set out or referred to in the Order Form and Framework Schedule 3 (Framework Prices and Charging Structure) as these apply to the relevant Services and Deliverables. Where Charges are expressed in the Order Form to be payable based on milestones, the Supplier shall only be entitled to invoice the Buyer upon receipt of the Buyer's written confirmation that the relevant milestone has been achieved.
- 10.3 The Supplier shall invoice the Charges to the Buyer in accordance with this Clause 10 and the Order Form and the Buyer shall pay all sums properly due and payable to the Supplier within thirty (30) days of receipt of a valid invoice using the payment method specified in the Order Form. The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.
- 10.4 Where the Supplier enters into a Sub-Contract wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract the Supplier shall pay any undisputed sums which are due from the Supplier to the relevant Sub-Contractor, under that Sub-Contract within thirty (30) days from the receipt of a valid invoice. If the Supplier fails to comply with this Clause 10.4, the Buyer may publish the details of the late payment or non-payment.
- 10.5 Unless otherwise agreed in the Order Form, the Charges include all costs and expenses relating to the Services and Deliverables and no further amounts shall be payable by the Buyer to the Supplier in respect of such Services and Deliverables.
- 10.6 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate (with visibility of the amount as a separate line item) as applicable and paid by the Buyer following delivery of a valid invoice.
- 10.7 The Buyer may retain or set off any amount owed to it by the Supplier (including any Buyer's Existing Entitlement) against any amount due to the Supplier under this Contract or under any other agreement between the Supplier and the Buyer.
- 10.8 If the Buyer wishes to exercise its right pursuant to Clause 10.7 it shall give notice to the Supplier, setting out the Buyer's reasons for retaining or setting off the relevant Charges.

11. INCOME TAX AND NATIONAL INSURANCE CONTRIBUTIONS

- 11.1 Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Contract, the Supplier shall:



- 11.1.1 at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 (including IR35) and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; and
- 11.1.2 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 (whether before or after the making of a demand pursuant to the indemnity hereunder) in connection with the provision of the Services and/or Deliverables by the Supplier or any Supplier Personnel.
- 11.2 In the event that any one of the Supplier Personnel is a Worker who receives consideration relating to the Services and/or Deliverables, then, in addition to its obligations under Clause 11.1 the Supplier shall ensure that its contract with the Worker contains the following requirements:
 - 11.2.1 that the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates how the Worker complies with the requirements of Clause 11.1, or why those requirements do not apply to it. In such case, the Buyer may specify the information which the Worker must provide and the period within which that information must be provided;
 - 11.2.2 that the Worker's contract may be terminated at the Buyer's request if:
 - (a) *the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer; or*
 - (b) *the Worker provides information which the Buyer considers is inadequate to demonstrate how the Worker complies with Clause 11.1 or confirms that the Worker is not complying with those requirements;*
 - 11.2.3 that the Buyer may supply any information it receives from the Worker to HMRC for the purpose of the collection and management of revenue for which they are responsible.

12. LIABILITIES

- 12.1 Each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) shall not exceed the greater of one million pounds (£1,000,000) (or such greater sum (if any) as may be specified in the Order Form) or one hundred and fifty per cent (150%) of the Charges paid and/or due to be paid in that Contract Year.
- 12.2 Neither Party is liable to the other for:
 - 12.2.1 any indirect Losses; or
 - 12.2.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).



- 12.3 Notwithstanding Clauses 12.1 and 12.2, neither Party limits or excludes:
- 12.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors;
 - 12.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
 - 12.3.3 any liability that cannot be excluded or limited by Law; or
 - 12.3.4 in respect of the Supplier only, its liability pursuant to the indemnities in Clauses 6.2.5, 11.1.2 and 13.7.
- 12.4 Notwithstanding Clause 12.1 but subject to Clause 12.2, the Supplier's liability in respect of Losses arising from a breach of the Data Protection Legislation that is caused by the Supplier's Default shall in no event exceed in aggregate ten million pounds (£10,000,000).
- 12.5 Each Party must use all reasonable endeavours to mitigate any Losses which it suffers under or in connection with this Contract, including any indemnities.
- 12.6 When calculating the Supplier's liability under Clause 12.1 any items specified in Clause 12.4 will not be taken into consideration.

13. **INTELLECTUAL PROPERTY RIGHTS**

- 13.1 Neither Party shall acquire any right, title or interest in or to the Existing IPR of the other Party or its licensors. 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.
- 13.2 The Supplier grants to the Buyer a royalty-free, non-exclusive, perpetual, irrevocable, transferable licence to use and sub-licence the Supplier's Existing IPR for any purpose relating to the Services and/or receipt and use of the Deliverables or for any purpose relating to the exercise of the Buyer's business or function.
- 13.3 Any New IPR shall vest in the Buyer. The Supplier assigns to the Buyer with full guarantee (or shall procure from the first owner the assignment to the Buyer), title to and all rights and interest in the New IPR. The assignment under this Clause 13.3 shall take effect as a present assignment of future rights that will take effect immediately on the coming into existence of the relevant New IPR and the Supplier shall promptly execute all such assignments as are required to ensure that any rights in the New IPR are properly transferred to the Buyer.
- 13.4 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer's Existing IPR and New IPR solely to the extent necessary for providing the Services in accordance with this Contract, including (but not limited to) the right to grant sub-licences to Sub-Contractors provided that:
- 13.4.1 any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on substantially the same terms as set out in Clause 22 (Confidentiality); and



13.4.2 the Supplier shall not and shall procure that any relevant Sub-Contractor shall not, without the Buyer's written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Buyer.

13.5 The Supplier waives (and shall procure that each of the Supplier Personnel shall waive) any moral rights which it is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, to the extent such rights arise.

13.6 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.

13.7 The Supplier shall, during and after the Contract Period, on written demand, indemnify the Buyer against all Losses incurred by, awarded against or agreed to be paid by the Buyer (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim.

13.8 If an IPR Claim is made, or the Supplier anticipates that an IPR Claim might be made, the Supplier must, at its own expense and the Buyer's sole option, either:

13.8.1 obtain for the Buyer the right to continue using the relevant item which is subject to the IPR Claim; or

13.8.2 replace or modify the relevant item which is subject to the IPR Claim with non-infringing substitutes without adversely affecting the functionality or performance of such item.

14. **PUBLICITY AND BRANDING**

14.1 The Supplier shall not, and shall take all reasonable steps to ensure the Supplier Personnel do not, make any press announcements or publicise this Contract or any part of it in any way nor use the Buyer's name or brand in any promotion or marketing or announcement of orders, without the Buyer's prior written approval (the decision of the Buyer to approve or not shall not be unreasonably withheld or delayed).

14.2 Each Party acknowledges to the other that nothing in this Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party (including the Services and Deliverables) and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

15. **SECURITY REQUIREMENTS**

15.1 The Supplier shall, and shall procure that all Supplier Personnel shall, comply with the Buyer's the Security Policy, or in the absence of such policy, the Buyer's reasonable security requirements notified to the Supplier from time to time.

15.2 Without prejudice to Clause 15.1, where the Supplier (and any Supplier Personnel) have access to the Buyer System then the Supplier shall, and shall procure that all Supplier Personnel shall, comply with the Buyer's enhanced security requirements (which may include compliance with the Buyer's ICT policy) set out in the Order Form (if any).



- 15.3 Where a Buyer has notified the Supplier that the award of this Contract by the Buyer shall be conditional upon the Supplier having an accredited security facility and a number of UK national security cleared personnel, the Supplier shall have:
- 15.3.1 (or be willing obtain within such period as agreed between the Parties) an accredited secure facility environment in accordance with HMG Security Policy Framework May 2018 and/or any future variations to the policy, (commonly referred to as List X). Further information on List X accreditation can be found at: <https://www.gov.uk/government/publications/security-policy-framework>; and
 - 15.3.2 a number of UK national security cleared personnel prior to the Commencement Date.
- 15.4 If the Supplier fails to comply with Clause 15.3 above, then without prejudice to the Buyer's other rights and remedies (if any), the Buyer shall be entitled to terminate this Contract for material Default in accordance with Clause 19.2.

16. RECORDS AND AUDIT

- 16.1 The Supplier will maintain full and accurate records, documents and accounts, using Good Industry Practice and generally accepted accounting principles, of the:
- 16.1.1 operation of this Contract and the Services and/or Deliverables provided under it (including any Sub-Contracts); and
 - 16.1.2 amounts paid by the Buyer under this Contract.
- 16.2 The Supplier's records and accounts will be kept until the latest of the following dates:
- 16.2.1 7 years after the date of termination or expiry of this Contract; or
 - 16.2.2 another date agreed between the Parties.
- 16.3 The Supplier will allow representatives of the Buyer, the Comptroller and Auditor General and their staff, any appointed representatives of the National Audit Office, HM Treasury, the Cabinet Office and any successors or assigns of any of the above, access to the records, documents, account information and Supplier premises as may be required by them and subject to reasonable and appropriate confidentiality undertakings, to:
- 16.3.1 verify that the Supplier is complying with the terms of this Contract, including the accuracy of the Charges;
 - 16.3.2 inspect the integrity, confidentiality and security of Personal Data;
 - 16.3.3 review and verify any books of accounts kept by the Supplier in connection with the provision of the Services and Deliverables only for the purposes of auditing the Charges under this Contract;
 - 16.3.4 review and verify any other aspect of the delivery of the Services and provision of the Deliverables including to review compliance with any Law; and



16.3.5 review any records about the Supplier's performance of the Services and to verify that these reflect the Supplier's own internal reports and records.

16.4 Subject to any confidentiality obligations, the Supplier will provide all audit information within scope and give auditors access to Supplier Personnel and in each case without undue delay.

16.5 The Buyer will use reasonable endeavours to ensure that any audit does not unreasonably disrupt the Supplier, but the Supplier accepts that control over the conduct of audits carried out by the auditors is outside of the Buyer's control.

16.6 Each Party is responsible for its own costs incurred in respect of its compliance with the audit obligations in this Clause 16, save that the Supplier will reimburse the Buyer its reasonable audit costs if the audit reveals a material Default.

17. **INSURANCE**

17.1 Without limitation to the generality of Clause 17.2, the Supplier shall ensure that it maintains the policy or policies of insurance referred to in the Order Form.

17.2 Notwithstanding the benefit to the Buyer of the policy or policies of insurance referred to in Framework Schedule 14 (Insurance Requirements), the Supplier shall effect and maintain any such further policy or policies of insurance or extensions to such existing policy or policies of insurance procured by under the Framework in respect of all risks which may be incurred by the Supplier arising out of its performance of its obligations under this Contract.

18. **PROTECTION OF PERSONAL DATA**

18.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor unless otherwise specified in the Schedule of Processing, Personal Data and Data Subjects. The only processing that the Supplier is authorised to do is listed in the Schedule of Processing, Personal Data and Data Subjects by the Buyer and may not be determined by the Supplier.

18.2 The Supplier shall notify the Buyer immediately if it considers that any of the Buyer's instructions infringe the Data Protection Legislation.

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

18.3.1 a systematic description of the envisaged processing operations and the purpose of the Processing;

18.3.2 an assessment of the necessity and proportionality of the Processing operations in relation to the Services;

18.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

18.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.



- 18.4 The Supplier shall, in relation to any Personal Data Processed in connection with its obligations under this Contract:
- 18.4.1 Process that Personal Data only in accordance with the Schedule of Processing, Personal Data and Data Subjects, unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Buyer before Processing the Personal Data unless prohibited by Law;
 - 18.4.2 ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Buyer may reasonably reject (but failure to reject shall not amount to approval by the Buyer of the adequacy of the Protective Measures), having taken account of the:
 - (a) *nature of the data to be protected;*
 - (b) *harm that might result from a Data Loss Event;*
 - (c) *state of technological development; and*
 - (d) *cost of implementing any measures;*
 - 18.4.3 ensure that:
 - (a) *the Supplier Personnel do not Process Personal Data except in accordance with this Contract (and in particular the Schedule of Processing, Personal Data and Data Subjects);*
 - (b) *it takes all reasonable steps to ensure the reliability and integrity of any of the Supplier Personnel who have access to the Personal Data and ensure that they:*
 - (i) are aware of and comply with the Supplier's duties under this Clause;
 - (ii) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - (iii) 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 Buyer or as otherwise permitted by this Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - 18.4.4 not transfer Personal Data outside to a Restricted Country unless the prior written consent of the Buyer has been obtained and the following conditions are fulfilled:
 - (a) the Buyer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37 as relevant) as determined by the Buyer;



- (b) the Data Subject has enforceable rights and effective legal remedies;
 - (c) the Supplier 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 Buyer in meeting its obligations);
 - (d) the Supplier complies with any reasonable instructions notified to it in advance by the Buyer with respect to the processing of the Personal Data; and
 - (e) in respect of any Processing in, or transfer of Personal Data to, any Restricted Country permitted in accordance with this Clause 18.4.4, the Supplier shall, when requested by the Buyer, promptly enter into an agreement with the Buyer including or on such provisions as the Standard Contractual Clauses and/or such variation as a regulator or the Buyer might require which terms shall, in the event of any conflict, take precedence over those in this Clause 18, and the Supplier shall comply with any reasonable instructions notified to it in advance by the Buyer with respect to the transfer of the Personal Data; and
- 18.4.5 at the written direction of the Buyer, delete or return Personal Data (and any copies of it) to the Buyer on termination of this Contract unless the Supplier is required by Law to retain the Personal Data.
- 18.5 Subject to Clause 18.5, the Supplier shall notify the Buyer immediately if in relation to it Processing Personal Data under or in connection with this Contract it:
 - 18.5.1 receives a Data Subject Request (or purported Data Subject Request);
 - 18.5.2 receives a request to rectify, block or erase any Personal Data;
 - 18.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation; or
 - 18.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - 18.5.5 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
 - 18.5.6 becomes aware of a Data Loss Event.
- 18.6 The Supplier's obligation to notify under Clause 18.5 shall include the provision of further information to the Buyer in phases, as details become available.
- 18.7 Taking into account the nature of the processing, the Supplier shall provide the Buyer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 18.5 (and



insofar as possible within the timescales reasonably required by the Buyer) including by promptly providing:

- 18.7.1 the Buyer with full details and copies of the complaint, communication or request;
 - 18.7.2 such assistance as is reasonably requested by the Buyer to enable the Buyer to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - 18.7.3 the Buyer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 18.7.4 assistance as requested by the Buyer following any Data Loss Event; and
 - 18.7.5 assistance as requested by the Buyer with respect to any request from the Information Commissioner's Office, or any consultation by the Buyer with the Information Commissioner's Office.
- 18.8 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 18.
- 18.9 The Supplier shall allow for audits of its Processing activity by the Buyer or the Buyer's designated auditor or representative.
- 18.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 18.11 Before allowing any Sub-processor to Process any Personal Data related to this Contract, the Supplier must:
- 18.11.1 notify the Buyer in writing of the intended Sub-processor and processing;
 - 18.11.2 obtain the written consent of the Buyer;
 - 18.11.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 18 such that they apply to the Sub-processor; and
 - 18.11.4 provide the Buyer with such information regarding the Sub-processor as the Buyer may reasonably require.
- 18.12 The Supplier shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 18.13 The Buyer may, at any time on not less than thirty (30) Working Days' notice, revise this Clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by Attachment to this Contract).
- 18.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance,



codes of practice, codes of conduct, regulatory guidance, standard clauses or any other related laws arising from the GDPR.

19. **TERMINATION AND EXPIRY**

Buyer Termination Rights

- 19.1 The Buyer may terminate this Contract without reason at any time by issuing a written notice to the Supplier giving at least thirty (30) Working Days written notice unless a different period is specified in the Order Form.
- 19.2 The Buyer may terminate this Contract at any time with immediate effect for material Default by issuing a written notice to the Supplier where:
 - 19.2.1 the Supplier commits any material Default of this Contract which is not, in the reasonable opinion of the Buyer, capable of remedy; and/or
 - 19.2.2 the Supplier commits a Default, including a material Default, which in the opinion of the Buyer is remediable but has not remedied such Default to the satisfaction of the Buyer within fifteen (15) Working Days of being notified in writing to do so.
- 19.3 For the purpose of Clause 19.2, a material Default may be a single material Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied) which taken together constitute a material Default.
- 19.4 The Buyer may terminate this Contract with immediate effect by issuing a written notice to the Supplier where an Insolvency Event affecting the Supplier occurs.

Supplier Termination Rights

- 19.5 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate this 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.
- 19.6 The Supplier shall continue to perform all of its obligations under this Contract and shall not suspend the provision of the Services for failure of the Buyer to pay undisputed sums of money (whether in whole or in part).

Partial Termination and Suspension

- 19.7 Where the Buyer has the right to terminate this Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends this Contract it can provide the Services and/or Deliverables itself or buy them from a third party.
- 19.8 The Buyer can only partially terminate or suspend this Contract if the remaining parts of this Contract can still be used to effectively deliver the intended purpose. The Parties must agree any necessary variation required by Clause 19.7 in accordance with Clause 32.1, but the Supplier may not either:
 - 19.8.1 reject the variation;



19.8.2 increase the Charges, except where the right to partial termination is under Clause 19.1.

19.9 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 19.7.

20. **CONSEQUENCES OF TERMINATION AND EXPIRY AND EXIT MANAGEMENT**

20.1 Even if a notice has been served to terminate this Contract, unless otherwise notified by the Buyer, the Supplier must continue to provide the Services and Deliverables until the dates set out in the notice and as necessary to comply with this Clause 20.

20.2 Expiry or termination of this Contract will not affect:

20.2.1 any rights, remedies or obligations accrued before its termination or expiry (as applicable); and

20.2.2 the right of either Party to recover any amount outstanding at the time of termination or expiry (as applicable).

20.3 Upon termination or expiry of this Contract:

20.3.1 the rights and obligations of the Parties under this Contract will cease, except those continuing provisions identified in Clause 20.4;

20.3.2 the Buyer will pay any outstanding Charges properly due to the Supplier;

20.3.3 the Supplier will:

(a) promptly return all Buyer Property in the possession, custody or control of the Supplier or the Supplier Personnel to the Buyer;

(b) at no additional cost, promptly deliver all Deliverables (whether or not then complete) to the Buyer in accordance with any reasonable instructions given by the Buyer;

(c) where the Buyer terminates this Contract under Clause 19.2, at no additional cost, co-operate fully in the handover (if any) and re-procurement (including to a replacement supplier);

(d) within 10 Working Days of the termination or expiry date, return to the Buyer on a pro rata basis any sums paid in advance for Services and/or Deliverables due to be provided by the Supplier under this Contract for any period post the termination or expiry date (as applicable);

20.3.4 each Party will promptly either:

(a) return all copies of the other's Confidential Information in such Party's custody, possession or control unless there is a legal requirement to keep it or this Contract states otherwise; or

(b) (where the other Party has given its prior written consent to its destruction) destroy the other Party's Confidential Information and



confirm its destruction to the reasonable satisfaction of the other Party.

- 20.4 The following Clauses survive the termination or expiry of this Contract: Clause 12 (Liabilities), Clause 13 (Intellectual Property Rights), Clause 16 (Records and Audit), Clause 18 (Protection of Personal Data), Clause 20 (Consequences of Termination and Expiry and Exit Management), Clause 23 (Confidentiality), Clauses 24.4 - 24.6 (FOIA), Clause 26 (Invalidity), Clause 35 (Entire Agreement and Third Party Rights), Clause 37 (Governing Law, Jurisdiction and Dispute Resolution), Schedule 1 (Definitions) and any Clauses and Schedules which are expressly or by implication intended to continue.

21. **APPOINTMENT OF SUB-CONTRACTORS**

- 21.1 The Supplier shall exercise due skill and care in the selection and appointment of any Sub-contractors to ensure that the Supplier is able to:
- 21.1.1 manage any Sub-contractors in accordance with Good Industry Practice; and
 - 21.1.2 comply with its obligations under this Contract in the delivery of the Services and provision of the Deliverables.
- 21.2 Prior to sub-contracting any of its obligations under this Contract, the Supplier shall notify the Buyer in writing of:
- 21.2.1 the proposed Sub-Contractor's name, registered office and company registration number;
 - 21.2.2 the scope of any Services to be provided by the proposed Sub-Contractor; and
 - 21.2.3 where the proposed Sub-Contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Buyer that the proposed Sub-Contract has been agreed on "arm's-length" terms.
- 21.3 If requested by the Buyer within 10 Working Days of receipt of the Supplier's notice issued pursuant to Clause 21.2, the Supplier shall also provide:
- 21.3.1 a copy of the proposed Sub-Contract; and
 - 21.3.2 any further information reasonably requested by the Buyer.
- 21.4 The Buyer may, within 10 Working Days of receipt of the Supplier's notice issued pursuant to Clause 21.2 (or, if later, receipt of any further information requested pursuant to Clause 21.3), object to the appointment of the relevant Sub-Contractor if it considers that:



- 21.4.1 the appointment of a proposed Sub-Contractor may prejudice the provision of the Services and/or may be contrary to the interests of the Buyer;
 - 21.4.2 the proposed Sub-Contractor is unreliable and/or has not provided reasonable services to its other customers; and/or
 - 21.4.3 the proposed Sub-Contractor employs unfit persons;
- in which case, the Supplier shall not proceed with the proposed appointment.

21.5 If:

- 21.5.1 the Buyer has not notified the Supplier that it objects to the proposed Sub-Contractor's appointment by the later of 10 Working Days of receipt of:
 - (a) *the Supplier's notice issued pursuant to Clause 21.2; and*
 - (b) *any further information requested by the Buyer pursuant to Clause 21.3; and*
 - 21.5.2 the proposed Sub-Contract is not a Key Sub-Contract (which shall require the written consent of CCS and the Buyer in accordance with Clause 22 (Appointment of Key Sub-contractors),
- the Supplier may proceed with the proposed appointment.

- 21.6 The Supplier shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.

22. APPOINTMENT OF KEY SUB-CONTRACTORS

- 22.1 The Supplier shall only be entitled to sub-contract its obligations to the Key Sub-Contractors listed in Framework Schedule 7 (Key Sub-Contractors) where such Key Sub-Contractors are set out in the Order Form.
- 22.2 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Sub-Contractor, it must obtain the prior written consent of CCS and the Buyer (such consent not to be unreasonably withheld or delayed). CCS and/or the Buyer may reasonably withhold its consent to the appointment of a Key Sub-Contractor if any of them considers that:
 - 22.2.1 the appointment of a proposed Key Sub-Contractor may prejudice the provision of the Services or may be contrary to its interests;
 - 22.2.2 the proposed Key Sub-Contractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 22.2.3 the proposed Key Sub-Contractor employs unfit persons.
- 22.3 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
 - 22.3.1 provisions which will enable the Supplier to discharge its obligations under this Contract;



- 22.3.2 a right under CRTPA for the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Buyer;
- 22.3.3 a provision enabling the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
- 22.3.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Buyer;
- 22.3.5 obligations no less onerous on the Key Sub-Contractor than those imposed on the Supplier under this Contract in respect of:
 - (a) the data protection requirements set out in Clause 18 (Data Protection);
 - (b) the FOIA requirements set out in Clause 24 (Transparency and FOIA);
 - (c) the keeping of records in respect of the services being provided under the Key Sub-Contract; and
 - (d) the conduct of audits set out in Clause 16 (Records and Audit);
- 22.3.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Buyer under Clauses 19 and 20 of this Contract; and
- 22.3.7 a provision restricting the ability of the Key Sub-Contractor to sub-contract all or any part of the provision of the Services provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Buyer.

23. CONFIDENTIALITY

- 23.1 For the purposes of this Clause 23, the term “**Disclosing Party**” shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and “**Recipient**” shall mean the Party which receives or obtains directly or indirectly Confidential Information.
- 23.2 Except to the extent set out in this Clause 23 or where disclosure is expressly permitted elsewhere in this Contract, the Recipient shall:
 - 23.2.1 treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials); and
 - 23.2.2 not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Contract or without obtaining the owner's prior written consent;
 - 23.2.3 not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Contract; and
 - 23.2.4 immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.



- 23.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:
- 23.3.1 the Recipient is required to disclose the Confidential Information by Law;
 - 23.3.2 the need for such disclosure arises out of or in connection with:
 - (a) *any legal challenge or potential legal challenge against the Buyer arising out of or in connection with this Contract;*
 - (b) *the purpose of the examination and certification of the Buyer's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer is making use of any Services provided under this Contract; or*
 - (c) *the conduct of a Central Government Body review in respect of this Contract;*
 - 23.3.3 the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.
- 23.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.
- 23.5 Subject to Clauses 23.2 and 23.3, the Supplier may only disclose the Buyer's Confidential Information on a confidential basis to:
- 23.5.1 Supplier Personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable the performance of the Supplier's obligations under this Contract; and
 - 23.5.2 its professional advisers for the purposes of obtaining advice in relation to this Contract.
- 23.6 Where the Supplier discloses Confidential Information of the Buyer pursuant to this Clause 23, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.
- 23.7 The Buyer may disclose the Confidential Information of the Supplier:
- 23.7.1 on a confidential basis to any Central Government Body for any proper purpose of the Buyer or of the relevant Central Government Body;
 - 23.7.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;



- 23.7.3 to the extent that the Buyer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- 23.7.4 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by the Buyer for any purpose relating to or connected with this Contract;
- 23.7.5 on a confidential basis for the purpose of the exercise of its rights under this Contract; or
- 23.7.6 to a proposed transferee, assignee or novatee of, or successor in title to the Buyer,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Buyer under this Clause 23.

23.8 In the event of a breach by the Supplier of any of the applicable provisions of this Clause 23, the Buyer reserves the right to terminate this Contract for material Default.

23.9 Transparency Information is not Confidential Information.

24. **TRANSPARENCY AND FOIA**

Transparency

- 24.1 Without prejudice to the Supplier's reporting requirements set out in this Contract, within three (3) months of the Commencement 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 Attachment 3 of the Order Form.
- 24.2 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.
- 24.3 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in Attachment 3 of the Order Form.

FOIA

- 24.4 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.
- 24.5 Within the required timescales the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
 - 24.5.1 publish the Transparency Information;



- 24.5.2 comply with any Freedom of Information Act (FOIA) request; and
- 24.5.3 comply with any Environmental Information Regulations (EIR) request.

24.6 The Buyer may talk to the Supplier to help it decide whether to publish information under this Clause 24. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion.

25. waiver

- 25.1 A partial or full waiver or relaxation of the terms of this Contract is only valid if it is stated to be a waiver in writing to the other Party.
- 25.2 Unless otherwise provided in this Contract, rights and remedies under this Contract are cumulative and do not exclude any rights or remedies provided by Law, in equity or otherwise.

26. **INVALIDITY**

- 26.1 If any part of this 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 this Contract as much as required and rendered ineffective as far as possible without affecting the rest of this Contract, whether it's valid or enforceable.

27. **RELATIONSHIP OF THE PARTIES**

- 27.1 Except as expressly provided otherwise in this Contract, nothing in this Contract, nor any actions taken by the Parties pursuant to this Contract, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

28. **PREVENTING FRAUD BRIBERY AND CORRUPTION**

- 28.1 The Supplier must not during the Contract Period:
 - 28.1.1 commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); nor
 - 28.1.2 do or allow anything which would cause the Buyer, including any of their employees, consultants, contractors, Sub-Contractors or agents to breach any of the Relevant Requirements or incur any liability under them.
- 28.2 The Supplier must during the Contract Period:
 - 28.2.1 create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Sub-Contractors to do the same;
 - 28.2.2 keep full records to show it has complied with its obligations under this Clause 28 and give copies to the Buyer on request; and
 - 28.2.3 if required by the Buyer, within 20 Working Days of the Commencement Date, and then annually, certify in writing to the Buyer, that it has complied



with this Clause 28, including compliance of Supplier Personnel, and provide reasonable supporting evidence of this on request, including its policies and procedures.

28.3 The Supplier must immediately notify the Buyer if it becomes aware of any breach of Clauses 28.1 and 28.2 or has any reason to think that it, or any of the Supplier Personnel, has either:

- 28.3.1 been investigated or prosecuted for an alleged Prohibited Act;
- 28.3.2 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;
- 28.3.3 received a request or demand for any undue financial or other advantage of any kind related to the Framework or any contract entered into under the Framework; or
- 28.3.4 suspected that any person or Party directly or indirectly related to the Framework or any contract entered into under the Framework has committed or attempted to commit a Prohibited Act.

28.4 If the Supplier notifies the Buyer as required by Clause 28.3, 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.

28.5 In any notice the Supplier gives under Clause 28.4 it must specify the:

- 28.5.1 Prohibited Act;
- 28.5.2 identity of the Party who it thinks has committed the Prohibited Act; and
- 28.5.3 action it has decided to take.

29. **EQUALITY, DIVERSITY AND HUMAN RIGHTS**

29.1 The Supplier must follow all applicable equality Law when it performs its obligations under this Contract, including:

- 29.1.1 protections against discrimination on the grounds of race, sex, gender re-assignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
- 29.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.

29.2 The Supplier must take all necessary steps, and inform 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.

30. **CORPORATE SOCIAL RESPONSIBILITY**

Supplier Code of Conduct



- 30.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government. (https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)
- 30.2 The Buyer that the Supplier and its Sub-Contractors will:
 - 30.2.1 meet the standards set out in that Code;
 - 30.2.2 comply with the standards set out in this Clause 30; and
 - 30.2.3 comply with any such additional corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

Equality and Accessibility

- 30.3 In addition to legal obligations, the Supplier shall support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under this Contract in a way that seeks to:
 - 30.3.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 30.3.2 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.

Modern Slavery, Child Labour and Inhumane Treatment

- 30.4 The Supplier:
 - 30.4.1 shall not use, nor allow its Sub-Contractors to use forced, bonded or involuntary prison labour;
 - 30.4.2 shall not require any Supplier Personnel to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
 - 30.4.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
 - 30.4.4 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;
 - 30.4.5 shall make reasonable enquires to ensure that its officers, employees and Sub-Contractors have not been convicted of slavery or human trafficking offenses anywhere around the world;
 - 30.4.6 shall have and maintain throughout the Contract Period its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Sub-Contractors anti-slavery and human trafficking provisions;



- 30.4.7 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 this Contract;
- 30.4.8 shall prepare and deliver to the Buyer, 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 Clause 30.4;
- 30.4.9 shall not use, nor allow its employees or Sub-Contractors 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 Sub-Contractors;
- 30.4.10 shall not use or allow child or slave labour to be used by its Sub-Contractors;
- 30.4.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Sub-Contractors to the Buyer and Modern Slavery Helpline.

Income Security

30.5 The Supplier shall:

- 30.5.1 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;
- 30.5.2 ensure that all Supplier Personnel are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
- 30.5.3 ensure that all workers shall be 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;
- 30.5.4 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;*
- 30.5.5 record all disciplinary measures taken against Supplier Personnel; and
- 30.5.6 ensure that Supplier Personnel are engaged under a recognised employment relationship established through national law and practice.

Working Hours

30.6 The Supplier shall:



- 30.6.1 ensure that the working hours of Supplier Personnel comply with national laws, and any collective agreements;
- 30.6.2 that the working hours of Supplier Personnel, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- 30.6.3 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 Personnel as a whole;
- 30.7 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Clause 30.8 below.
- 30.8 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
 - 30.8.1 this is allowed by national law;
 - 30.8.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
 - 30.8.3 appropriate safeguards are taken to protect the workers' health and safety; and
 - 30.8.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 30.9 All Supplier Personnel 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.

Sustainability

- 30.10 The Supplier shall meet the applicable Government Buying Standards applicable to the Services which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>.

31. **ASSIGNMENT**

- 31.1 The Supplier cannot assign this Contract without the Buyer's written consent.
- 31.2 The Buyer can assign, novate or transfer this Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.



32. **VARIATION**

- 32.1 Either Party may request a variation to this Contract provided that such variation does not amount to a material change of this Contract within the meaning of the Regulations and the Law. Such a change will only be effective if agreed in writing and signed by both Parties.
- 32.2 For 101(5) of the Regulations, if the Court declares any change to this Contract ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of this Contract as they existed immediately prior to that change and as if the Parties had never entered into that change.

33. **FORCE MAJEURE**

- 33.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under this Contract while the inability to perform continues, if it both:
 - 33.1.1 provides a Force Majeure Notice to the other Party;
 - 33.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 33.2 Either Party can partially or fully terminate this Contract if the provision of the Services is materially affected by a Force Majeure Event which lasts for ninety (90) days continuously.
- 33.3 If the Supplier is the affected Party, it shall not be entitled to claim relief under this Clause 33 to the extent that consequences of the relevant Force Majeure Event should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by this Contract.
- 33.4 Where a Party terminates under Clause 33.2:
 - 33.4.1 each party must cover its own Losses; and
 - 33.4.2 Clauses 20.2, 20.3, 20.4 and 18.4.5 shall apply.

34. **NOTICES**

- 34.1 All notices under this Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.
- 34.2 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.
- 34.3 This Clause 33 does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

35. **Entire Agreement and Third Party Rights**

- 35.1 This Contract constitutes the entire agreement between the Parties in respect of the matter and supersedes and extinguishes all prior negotiations, course of dealings or



agreements made between the Parties in relation to its subject matter, whether written or oral. Neither Party has been given, nor entered into this Contract in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Contract. Nothing in this Clause 35.1 shall exclude any liability in respect of misrepresentations made fraudulently.

- 35.2 A person who is not a Party to this Contract has no right under the CRTPA to enforce any term of this Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

36. **CONFLICTS OF INTEREST**

- 36.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Personnel are placed in the position of an actual or potential Conflict of Interest.
- 36.2 The Supplier must promptly notify and provide details to the Buyer if a Conflict of Interest happens or is expected to happen.
- 36.3 The Buyer can terminate this 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.

37. **GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION**

- 37.1 This Contract and any Disputes shall be governed by and construed in accordance with the laws of England and Wales.
- 37.2 In the event of a Dispute arising out of or in connection with this Contract senior representatives of the Parties who have authority to settle the dispute shall, within twenty (20) Working Days of receipt of a written request from the Party raising the Dispute, meet in good faith to resolve the Dispute.
- 37.3 If after (20) Working Days of escalation under Clause 37.2 the Dispute remains unresolved the Parties may decide to settle it by mediation using the 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 pursuant to Clause 37.4.
- 37.4 The Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- 37.4.1 determine the Dispute;
 - 37.4.2 grant interim remedies; and
 - 37.4.3 grant any other provisional or protective relief.



RM6100 Call Off Terms SCHEDULE 1

DEFINITIONS

2. In accordance with Clause 1 (Definitions), in this Contract the following expressions shall have the meanings ascribed in the table below.

Affected Party	means the Party seeking to claim relief in respect of a Force Majeure Event
Affiliates	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time
Attachment	means an attachment to the Order Form
BCDR Plan	means the plan prepared pursuant to Paragraph 2.1 of Schedule S1 (Business Continuity and Disaster Recovery) where used as indicated in the Order Form, as may be amended from time to time
Buyer	means the organisation eligible to use the Framework as specified in the Order Form
Buyer's Existing Entitlement	means Buyer's funds held on account by the Supplier in respect of another transaction(s) outside of this Contract and to be used as part or whole payment of the Charges
Buyer Premises	means premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Sub-Contractors for the provision of the Services and/or Deliverables (or any of them) as set out or referred to in the Order Form
Buyer Property	means the property, other than real property and IPR, including the Buyer System issued or made available to the Supplier by the buyer in connection with this Contract as set out or referred to in the Order Form
Buyer System	means the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or in respect of which access may be granted to the Supplier to provide the Services
Call-Off Terms	means these terms and conditions
CCS	means Crown Commercial Service, the authority to the Framework
Central Government Body	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: c) Government Department; d) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); e) Non-Ministerial Department; or f) Executive Agency
Charges	means the charges payable to the Supplier by the Buyer under this Contract in respect of the Services, calculated in accordance with this Contract (including Framework Schedule 3 (Framework Prices and Charging Structure)) and as set out or referred to in the Order Form



Commencement Date	means the date specified as such in the Order Form
Commercially Sensitive Information	the Confidential Information listed in the Framework or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss
Confidential Information	means the Buyer's confidential information and/or the Supplier's confidential information, as the context requires, but not including any information which: <ul style="list-style-type: none"> (b) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party; (c) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient; (d) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Contract or breach of a duty of confidentiality; or (e) was independently developed without access to the Confidential Information
Conflict of Interest	a conflict between the financial or personal duties of the Supplier or the Supplier's staff and the duties owed to the Buyer under this Contract, in the reasonable opinion of the Buyer
Contract	means the contract between the Buyer and the Supplier (entered into pursuant to the terms of the Framework) consisting of: <ul style="list-style-type: none"> l) the Order Form; and m) the Call-Off Terms
Contract Period	means the duration of this Contract as specified in the Order Form
Contract Value	means the higher of the actual or expected total Charges paid or payable under this Contract where all obligations are met by the Supplier
Contract Year	means a consecutive period of twelve (12) Months commencing on the Commencement Date or each anniversary thereof
Control	means 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 GDPR
Crown Body	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 particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf
CRTPA	means the Contracts (Rights of Third Parties) Act 1999



Data Loss Event	means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach
Data Protection Impact Assessment	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data
Data Protection Legislation	means (i) the GDPR, the LED and any applicable national implementing Laws 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 Officer	has the meaning given to it in the GDPR
Data Subject	has the meaning given to it in the GDPR
Data Subject Request	means 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
Default	means any breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) or any other default, act, omission, misrepresentation, negligence or negligent statement of the Supplier or its personnel in connection with or in relation to this Contract or the subject matter of this Contract and in respect of which the Supplier is liable to the Buyer
Deliverables	means any item or feature in the supply of Services delivered or to be delivered by the Supplier to the Buyer in accordance with this Contract as specified in the Order Form
Dispute	means any claim, dispute or difference arises out of or in connection with this Contract (whether contractual or non contractual) or in connection with the negotiation, existence, legal validity, enforceability or termination of this 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
DPA 2018	means the Data Protection Act 2018
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
Exit Day	shall have the meaning in the European Union (Withdrawal) Act 2018
Existing IPR	means 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 Commencement Date or otherwise)
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>means any event, occurrence, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations (except those events, occurrences, circumstances, matters or causes which are attributable to any wilful act, neglect or failure to take reasonable preventative action by the relevant Party) arising from:</p> <ul style="list-style-type: none">a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under this Contract;b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;c) acts of a Crown Body, local government or regulatory bodies;d) fire, flood or any disaster; ore) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:<ul style="list-style-type: none">i) any industrial dispute relating to the Supplier, the Supplier Personnel (including any subsets of them) or any other failure in the Supplier or the Sub-Contractor's supply chain;ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; andiii) any failure of delay caused by a lack of funds
Force Majeure Notice	<p>means 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</p>
Framework	<p>means the framework agreement reference RM6100 between the Supplier and CCS</p>
GDPR	<p>the General Data Protection Regulation (Regulation (EU) 2016/679)</p>
Government	<p>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 particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf</p>
Insolvency Event	<p>means, in respect of the Supplier:</p> <ul style="list-style-type: none">a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; orb) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or



	<ul style="list-style-type: none"> c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or e) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or h) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction
Intellectual Property Rights or IPR	<p>means:</p> <ul style="list-style-type: none"> 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 names, designs, Know-How, trade secrets and other rights in Confidential Information; b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and c) all other rights having equivalent or similar effect in any country or jurisdiction
IPR Claim	means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Buyer in the fulfilment of its obligations under this Contract
Key Sub-Contract	means each Sub-Contract with a Key Sub-Contractor
Key Sub-Contractor	<p>means any Sub-Contractor:</p> <ul style="list-style-type: none"> a) listed as such in the Order Form; 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 Services and/or Deliverables; and/or



	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 this Contract.
Know-How	means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services but excluding know-how already in the other Party's possession before the Commencement Date;
Law	means 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 Supplier is bound to comply
LED	means the Law Enforcement Directive (Directive (EU) 2016/680)
Losses or Loss	means all losses, liabilities, damages, costs, fines, 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
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
New IPR	means: a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the Contract and updates and amendments of these items; and/or b) IPR in or arising as a result of the performance of the Supplier's obligations under the Contract and all updates and amendments to the same; but shall not include the Supplier's Existing IPR
Order	means the order placed by the Buyer with the Supplier for the provision of the Services and/or Deliverables in accordance with the Framework and under the terms of this Contract
Order Form	means the form (based on the template included at Annex 1 to Framework Schedule 4 (Template Order Form and Template Call-Off Terms)) together with any Attachments, as completed and forming part of this Contract, which contains details of an Order together with other information in relation to such Order, including the description of the Services to be provided
Party	means a party to this Contract, namely either the Buyer or the Supplier (together the " Parties ")
Personal Data	has the meaning given to it in the GDPR
Personal Data Breach	has the meaning given to it in the GDPR
Processing	has the meaning given to it in the GDPR and "Process" and "Processed" shall be interpreted accordingly
Processor	has the meaning given to it in the GDPR



Prohibited Acts	<p>means:</p> <ul style="list-style-type: none"> 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: <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; 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 this Contract; or c) committing any offence: <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 d) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or e) 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
Protective Measures	means 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 set out or referred to in the Security Policy
Regulations	means the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires)
Reimbursable Expenses	means travel and subsistence costs incurred by the Supplier in relation to the delivery of an SOW under this contract (subject to specified maximum limits, as set out within each individual SOW)
Relevant Requirements	means 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
Reminder Notice	means a notice sent in accordance with Clause 19.5 given by the Supplier to the Buyer providing notification that payment has not been received on time
Request for Information	means a request for information or an apparent request relating to this Contract or an apparent request for such information under the FOIA or the EIRs
Restricted Country	<p>means any country which is not:</p> <ul style="list-style-type: none"> b) a member of the European Economic Area; c) the United Kingdom; or d) deemed adequate by the European Commission pursuant to article 25(6) of Directive 95/46/EC or article 45(3) of the GDPR



Schedule of Processing, Personal Data and Data Subjects	means the schedule of processing, personal data and data subjects set out in Attachment 2 of the Order Form (to be completed by the Buyer) which sets out various details concerning the processing of Personal Data including: c) identity of the Controller and Processor; d) subject matter of processing; e) duration of the processing; f) nature and purposes of the processing; g) type of Personal Data being Processed; h) categories of Data Subject; and i) plan for return of the data once the processing is complete unless requirement under Data Protection Legislation to preserve that type of data
Services	means the services which the Supplier shall make available to the Buyer under this Contract as set out or referred to in the Order Form
Security Policy	means the security policy, referred to in the Order Form, in force as at the Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier
Services Specification	means the specification of the Services as set out or referred to in Attachment 1 to the Order Form
Sites	means any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Services and/or Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Services and/or Deliverables, and which are set out in or referred to in the Order Form
Standards	means any standards set out or referred to in these Call-Off Terms, the Order Form and the Framework
Standard Contractual Clauses	means the standard contractual clauses for the transfer of Personal Data to processors established in third countries which do not ensure an adequate level of protection as set out in Commission Decision C (2010) 593 and reference to the standard contractual clauses shall be to the clauses as updated, amended, replaced or superseded from time to time by the European Commission
Statement of Work (SOW)	Means the form (based on the template included at Attachment 5 of the Call-Off Order Form), together with any Attachments as completed and forming part of this Contract, which contains details of an Order together with other information in relation to such Order, including description of Services to be provided..
SOW Start Date	the date of the start of the Statement of Works as stated in the SOW;
SOW End Date	the date up to and including the date when the supply of the Deliverables under the Statement of Work shall cease, which will not exceed the Term of this Contract;
Sub-Contract	Means the document which, upon its execution by the Buyer and Supplier, shall become incorporated into their Call Off Contract and outlines the agreed body of works to be undertaken as part of the Call Off Contract Deliverables. There may be a small number of



	Statements of Works incorporated into a Call Off Contract and each Statement of Work may include (but is not limited to) the statement of requirements, identified output(s), completion date(s) and charging model(s).
Sub-Contractor	means any third party other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person
Sub-processor	means any third party appointed to process Personal Data on behalf of the Supplier related to this Contract
Supplier	means the entity identified as such in the Order Form
Supplier Equipment	means 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 Contract
Supplier Personnel	means all persons employed or engaged by the Supplier together with the Supplier's servants, agents, suppliers, consultants and Sub-Contractors (and all persons employed by any Sub-Contractor together with the Sub-Contractor's servants, consultants, agents, suppliers and sub-contractors) used in the performance of its obligations under this Contract
Supporting Documentation	means sufficient information in writing to enable the Buyer reasonably to assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer detailed in the information are properly payable, including copies of all applicable receipts
Time and Materials	means where the Parties agree that the particular Charges are to be calculated by reference to a Time and Materials pricing mechanism using the Suppliers rate cards detailed in the Order Form
Transparency Information	means the Transparency Reports (including information relating to the Services and performance of this Contract which the Supplier is required to provide to the Buyer in accordance with the reporting requirements specified in the Framework) and the content of this Contract, including any changes to this Contract agreed from time to time, except for: h) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and i) Commercially Sensitive Information
Transparency Reports	means the information relating to the Services and/or Deliverables and performance of this Contract which the Supplier is required to provide to the Buyer
Worker	any one of the Supplier Personnel 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 Services and/or Deliverables
Working Day	means any day other than a Saturday, Sunday or public holiday in England and Wales
VAT	means value added tax in accordance with the provisions of the Value Added Tax Act 1994



Order Form Annex 2 - Additional Schedules and Alternative Call-Off Terms

Part A - Amendments to RM6100 Lot 1 Call Off Terms:

A1. The Call-Off Terms are substantially the same as the RM6100 Lot 1 Call Off Terms except for the amendments to the order of precedence and definitions and as follows:

- A1.1 Where the Statement of Work specifies that Services and Deliverables are to be charged on a Time and Materials pricing basis the Supplier shall be entitled to be reimbursed by the Buyer for Reimbursable Expenses (in addition to being paid the relevant Charges), provided that such Reimbursable Expenses are supported by Supporting Documentation.
- A1.2 The Buyer shall provide a copy of its current expenses policy to the Supplier upon request.
- A1.3 the Charges shall include all costs and expenses relating to the Deliverables, the Services and/or the Supplier's performance of its obligations under this Contract and no further amounts shall be payable by the Buyer to the Supplier in respect of such performance, including in respect of matters such as:
 - A1.3.1 any incidental expenses that the Supplier incurs, including travel, subsistence and lodging, document and report reproduction, shipping, desktop and office equipment costs required by the Supplier Personnel, including network or data interchange costs or other telecommunications charges;
 - A1.3.2 any amount for any services provided or costs incurred by the Supplier prior to the Commencement Date.

Part B - HMRC Mandatory Terms

- B1. For the avoidance of doubt, references to 'the Agreement' mean the attached Call-Off Contract between the Supplier and the Authority. References to 'the Authority' mean 'the Buyer' (the Commissioners for Her Majesty's Revenue and Customs).
- B2. The Agreement incorporates the Authority's mandatory terms set out in this Annex 1.
- B3. In case of any ambiguity or conflict, the Authority's mandatory terms in this Annex 1 will supersede any other terms in the Agreement.
- B4. For the avoidance of doubt, the relevant definitions for the purposes of the defined terms set out in the Authority's mandatory terms in this Annex 1 are the definitions set out at Clause 1 of this Annex 1.



Definitions

“Affiliate”	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
“Authority Data”	<ol style="list-style-type: none">the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:<ol style="list-style-type: none">supplied to the Supplier by or on behalf of the Authority; and/orwhich the Supplier is required to generate, process, store or transmit pursuant to this Agreement; orany Personal Data for which the Authority is the Controller, or any data derived from such Personal Data which has had any designatory data identifiers removed so that an individual cannot be identified;
“Charges”	the charges for the Services as specified in Section B Part 1 of the Order Form and as further specified in the relevant Statement of Work.
“Connected Company”	means, in relation to a company, entity or other person, the Affiliates of that company, entity or other person or any other person associated with such company, entity or other person;
“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;
“Controller”, “Processor”, “Data Subject”, “Data Protection Legislation”	take the meaning given in the UK GDPR; <ol style="list-style-type: none">"the data protection legislation" as defined in section 3(9) of the Data Protection Act 2018; and;all applicable Law about the processing of personal data and privacy;
“Key Subcontractor”	any Subcontractor: <ol style="list-style-type: none">which, in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/orwith a Subcontract with a contract value which at the time of appointment exceeds (or would exceed if appointed) ten per cent (10%) of the aggregate Charges forecast to be payable under this Call-Off Contract;



“Law”	any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
“Personal Data”	has the meaning given in the UK GDPR;
“Purchase Order Number”	the Authority's unique number relating to the supply of the Services;
“Services”	the services to be supplied by the Supplier to the Authority under the Agreement, including the provision of any Goods;
“Subcontract”	any contract or agreement (or proposed contract or agreement) between the Supplier (or a Subcontractor) and any third party whereby that third party agrees to provide to the Supplier (or the Subcontractor) all or any part of the Services, or facilities or services which are material for the provision of the Services, or any part thereof or necessary for the management, direction or control of the Services or any part thereof;
“Subcontractor”	<p>any third party with whom:</p> <ol style="list-style-type: none">1. the Supplier enters into a Subcontract; or2. a third party under (a) above enters into a Subcontract, or the servants or agents of that third party;
“Supplier Personnel”	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor of the Supplier engaged in the performance of the Supplier's obligations under the Agreement;
“Supporting Documentation”	sufficient information in writing to enable the Authority to reasonably verify the accuracy of any invoice;
“Tax”	<ol style="list-style-type: none">1. all forms of tax whether direct or indirect;2. national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;3. 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; and4. any penalty, fine, surcharge, interest, charges or costs relating to any of the above, <p>in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;</p>
“Tax Non-Compliance”	where an entity or person under consideration meets all 3 conditions contained in the relevant excerpt from HMRC's “Test for Tax Non-Compliance”, as set out in Annex 1, where:



1. the “Economic Operator” means the Supplier or any agent, supplier or Subcontractor of the Supplier requested to be replaced pursuant to Clause 4.3; and
2. any “Essential Subcontractor” means any Key Subcontractor;

“UK GDPR” the UK General Data Protection Regulation, the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);

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

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

- 1.1 The Supplier shall invoice the Authority as specified in Attachment 5 of the Agreement. Without prejudice to the generality of the invoicing procedure specified in the Agreement, the Supplier shall procure a Purchase Order Number from the Authority prior to the commencement of any Services and the Supplier acknowledges and agrees that should it commence Services without a Purchase Order Number:
 - 1.1.1 **the Supplier does so at its own risk; and**
 - 1.1.2 **the Authority shall not be obliged to pay any invoice without a valid Purchase Order Number having been provided to the Supplier.**
- 1.2 Each invoice and any Supporting Documentation required to be submitted in accordance with the invoicing procedure specified in the Agreement shall be submitted by the Supplier, as directed by the Authority from time to time via the Authority’s electronic transaction system.
- 1.3 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Authority from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Authority. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.

2. **Warranties**

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



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

3. Promoting Tax Compliance

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



or Subcontractor of the Supplier is involved in Tax Non-Compliance this shall be a material breach of the Agreement; and/or

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

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

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

4. Use of Off-shore Tax Structures

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



5. Data Protection and off-shoring

- 5.1 The parties agree that the Supplier shall, whether it is the Controller or Processor, in relation to any Personal Data processed in connection with its obligations under the Agreement:
- 5.1.1 not process or permit to be processed Personal Data outside of the United Kingdom unless the prior explicit written consent of the Authority has been obtained and the following conditions are fulfilled:
 - 5.1.2 the Supplier or any applicable Processor has provided appropriate safeguards in relation to any transfer of the Personal Data (whether in accordance with UK GDPR Article 46 or, where relevant, section 75 of the Data Protection Act 2018) as determined by either the Authority or the Supplier when it is the Controller;
 - 5.1.3 the Data Subject has enforceable rights and effective legal remedies;
 - 5.1.4 the Supplier or any applicable Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is processed (or, if it is not so bound, uses its best endeavors to assist either the Authority or the Supplier when it is the Controller in meeting its obligations); and
 - 5.1.5 the Supplier or any applicable Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- 5.2 Failure by the Supplier to comply with the obligations set out in Clause 6.1 shall allow the Authority to terminate the Agreement pursuant to the Clause that provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause or equivalent clause).

6. Commissioners for Revenue and Customs Act 2005 and related Legislation

- 6.1 The Supplier shall comply with, and shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data comply with the obligations set out in Section 18 of the Commissioners for Revenue and Customs Act 2005 ('CRCA') to maintain the confidentiality of Authority Data. Further, the Supplier acknowledges that (without prejudice to any other rights and remedies of the Authority) a breach of the aforesaid obligations may lead to a prosecution under Section 19 of CRCA.
- 6.2 The Supplier shall comply with, and shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data comply with the obligations set out in Section 123 of the Social Security Administration Act 1992, which may apply to the fulfilment of some or all of the Services. The Supplier acknowledges that (without prejudice to any other rights and remedies of the Authority) a breach of the Supplier's obligations under Section 123 of the Social Security Administration Act 1992 may lead to a prosecution under that Act.
- 6.3 The Supplier shall comply with, and shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data comply with the obligations set out in the Official Secrets Acts 1911 to 1989 and the obligations set out in Section 182 of the Finance Act 1989
- 6.4 The Supplier shall regularly (not less than once every six (6) months) remind all Supplier Personnel who will have access to, or are provided with, Authority Data in writing of the obligations upon Supplier Personnel set out in Clause 7.1 above. The Supplier shall monitor the compliance by Supplier Personnel with such obligations.
- 6.5 The Supplier shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data sign (or have previously signed) a Confidentiality Declaration, in the form



provided at Annex 2. The Supplier shall provide a copy of each such signed declaration to the Authority upon demand.

- 6.6 In the event that the Supplier or the Supplier Personnel fail to comply with this Clause 7, the Authority reserves the right to terminate the Agreement with immediate effect pursuant to the clause that provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause).



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

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

1 There is a person or entity which is either: ("X")

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

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

2 X has been engaged in one or more of the following:

- Fraudulent evasion²;
- Conduct caught by the General Anti-Abuse Rule³;
- Conduct caught by the Halifax Abuse principle⁴;
- Entered into arrangements caught by a DOTAS or VADR scheme⁵;
- Conduct caught by a recognised 'anti-avoidance rule'⁶ being a statutory provision which targets arrangements where either a main purpose, or an expected benefit, is to obtain a tax advantage or where the arrangement is not affected for commercial purposes. 'Targeted Anti-Avoidance Rules' (TAARs). It may be useful to confirm that the Diverted Profits Tax is a TAAR for these purposes;
- Entered into an avoidance scheme identified by HMRC's published Spotlights list⁷;

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

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

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

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

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

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

⁷ Targeted list of tax avoidance schemes that HMRC believes are being used to avoid paying tax due and which are listed on the Spotlight website: <https://www.gov.uk/government/collections/tax-avoidance-schemes-currently-in-the-spotlight>



- Engaged in conduct which falls under rules in other jurisdictions which are equivalent or similar to (a) to (f) above.

Condition three (Arrangements are admitted, or subject to litigation/prosecution or identified in a published list (Spotlights))

3 X's activity in *Condition 2* is, where applicable, subject to dispute and/or litigation as follows:

- b) In respect of (a), either X:
 - i) Has accepted the terms of an offer made under a Contractual Disclosure Facility (CDF) pursuant to the Code of Practice 9 (COP9) procedure⁸; or,
 - ii) Has been charged with an offence of fraudulent evasion.
- c) In respect of (b) to (e), once X has commenced the statutory appeal process by filing a Notice of Appeal and the appeal process is ongoing including where the appeal is stayed or listed behind a lead case (either formally or informally). NB Judicial reviews are not part of the statutory appeal process and no supplier would be excluded merely because they are applying for judicial review of an HMRC or HMT decision relating to tax or national insurance.
- d) In respect of (b) to (e), during an HMRC enquiry, if it has been agreed between HMRC and X that there is a pause with the enquiry in order to await the outcome of related litigation.
- e) In respect of (f) this condition is satisfied without any further steps being taken.
- f) In respect of (g) the foreign equivalent to each of the corresponding steps set out above in (i) to (iii).

For the avoidance of doubt, any reference in this Annex 1 to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time including any implementing or successor legislation.

⁸ The Code of Practice 9 (COP9) is an investigation of fraud procedure, where X agrees to make a complete and accurate disclosure of all their deliberate and non-deliberate conduct that has led to irregularities in their tax affairs following which HMRC will not pursue a criminal investigation into the conduct disclosed.



CONFIDENTIALITY DECLARATION

CONTRACT REFERENCE: [for Supplier to insert Contract reference number and contract date] ('the Agreement')

DECLARATION:

I solemnly declare that:

- 1 I am aware that the duty of confidentiality imposed by section 18 of the Commissioners for Revenue and Customs Act 2005 applies to Authority Data (as defined in the Agreement) that has been or will be provided to me in accordance with the Agreement.
- 2 I understand and acknowledge that under Section 19 of the Commissioners for Revenue and Customs Act 2005 it may be a criminal offence to disclose any Authority Data provided to me.

SIGNED:
FULL NAME:
POSITION:
COMPANY:
DATE OF SIGNATURE:



ADDITIONAL SCHEDULES FOR SAP STRATEGY AND DESIGN SERVICES, LOT 1 RM6100

S1 Business Continuity and Disaster Recovery
S3 Supply Chain Visibility

Unless there is a clear adjustment to an existing provision of the Contract, new definitions for the Schedule (Definitions) of the Call-Off Terms will have the effect of being inserted alphabetically into the table therein and associated schedules will have the effect of being inserted sequentially immediately after the Schedule (Definitions) of the Call-Off Terms.

ADDITIONAL SCHEDULES

S1 BUSINESS CONTINUITY AND DISASTER RECOVERY

1. Definitions

1. In this Schedule, the following definitions shall apply:

BCDR Plan"	1. has the meaning given to it in Paragraph 2.1 of this Schedule;
Business Continuity Plan"	2. has the meaning given to it in Paragraph 2.2.2 of this Schedule;
Disaster Recovery Plan"	3. has the meaning given to it in Paragraph 2.2.3 of this Schedule;
Related Supplier"	4. any person who provides services to the Buyer which are related to the Services from time to time;
Review Report"	5. has the meaning given to it in Paragraph 6.3 of this Schedule; and
Supplier's Proposals"	6. has the meaning given to it in Paragraph 6.3 of this Schedule;

2. BCDR PLAN

1. At least ninety (90) Working Days prior to the Commencement 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. ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services; and
2. the recovery of the Services in the event of a Disaster

2. The BCDR Plan shall be divided into three sections:

1. Section 1 which shall set out general principles applicable to the BCDR Plan;
2. Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
3. Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").

3. 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.



3. GENERAL PRINCIPLES OF THE BCDR PLAN (SECTION 1)

1. Section 1 of the BCDR Plan shall:
 1. set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 2. provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Services and any goods and/or services provided to the Buyer by a Related Supplier;
 3. contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
 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;
 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;
 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 the Services and processes for managing those risks;
 - c. identification of risks arising from the interaction of the provision of the Services with the goods and/or services provided by a Related Supplier; and
 - d. a business impact analysis of different anticipated failures or disruptions;
 7. provide for documentation of processes, including business processes, and procedures;
 8. set out key contact details for the Supplier (and any Sub-Contractors) and for the Buyer;
 9. identify the procedures for reverting to "normal service";
 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;
 11. identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
 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. The BCDR Plan shall be designed so as to ensure that:
 1. the Services are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 2. the adverse impact of any Disaster is minimised as far as reasonably possible;
 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
 4. it details a process for the management of disaster recovery testing.
3. The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Services and the business operations supported by the provision of Services.
4. The Supplier shall not be entitled to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

4. BUSINESS CONTINUITY (SECTION 2)



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

1. the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of the Services; and
2. the steps to be taken by the Supplier upon resumption of the provision of the Services in order to address the effect of the failure or disruption.

2. The Business Continuity Plan shall:

1. address the various possible levels of failures of or disruptions to the provision of Services;
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 Services; and
3. set out the circumstances in which the Business Continuity Plan is invoked.

5. DISASTER RECOVERY (SECTION 3)

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.

2. The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:

1. loss of access to the Buyer Premises;
2. loss of utilities to the Buyer Premises;
3. loss of the Supplier's helpdesk or CAFM system;
4. loss of a Sub-Contractor;
5. emergency notification and escalation process;
6. contact lists;
7. staff training and awareness;
8. BCDR Plan testing;
9. post implementation review process;
10. 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;
11. access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
12. testing and management arrangements.

6. REVIEW AND CHANGING THE BCDR PLAN

1. The Supplier shall review the BCDR Plan:

1. on a regular basis and as a minimum once every six (6) months;
2. within three (3) calendar months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 8; and
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.

2. Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Services 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.
3. The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a "**Review Report**") setting out the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
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.
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 Services.

7. **TESTING THE BCDR PLAN**

1. The Supplier shall test the BCDR Plan:
 1. regularly and in any event not less than once in every Contract Year;
 2. in the event of any major reconfiguration of the Services; and
 3. at any time where the Buyer considers it necessary (acting in its sole discretion).
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.
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.
4. The Supplier shall ensure that any use by it or any Sub-Contractor 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.
5. The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
 1. the outcome of the test;
 2. any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 3. the Supplier's proposals for remedying any such failures.



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

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

9. CIRCUMSTANCES BEYOND YOUR CONTROL

The Supplier shall not be entitled to relief under Clause 33 (Force Majeure) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule

S3 SUPPLY CHAIN VISIBILITY

1. Definitions

1. In this Schedule, the following definitions shall apply:

"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises;
"Supply Chain Information Report Template"	the document at Annex 1 of this Schedule; and
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

2. Visibility of Sub-Contract Opportunities in the Supply Chain

1. The Supplier shall:

1. subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Services above a minimum threshold of £25,000 that arise during the Contract Period;
2. within 90 days of awarding a Sub-Contract to a Sub-Contractor, update the notice on Contract Finder with details of the successful Sub-Contractor;
3. monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
4. provide reports on the information at Paragraph 2.1.3 to the Buyer in the format and frequency as reasonably specified by the Buyer; and
5. promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.



2. Each advert referred to in Paragraph 2.1.1 of this Schedule shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
 3. The obligation on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Commencement Date.
 4. Notwithstanding Paragraph 2.1, the Buyer may by giving its prior approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.
3. **Visibility of Supply Chain Spend**
1. In addition to any other management information requirements set out in this Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the “**SME Management Information Reports**”) to the Buyer which incorporates the data described in the Supply Chain Information Report Template which is:
 1. the total contract revenue received directly on this Contract;
 2. the total value of sub-contracted revenues under this Contract (including revenues for non-SMEs/non-VCSEs); and
 3. the total value of sub-contracted revenues to SMEs and VCSEs.
 2. The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Buyer from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1.1–3.1.3 and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Buyer issuing a replacement version. The Buyer agrees to give at least thirty (30) days’ notice in writing of any such change and shall specify the date from which it must be used.
 3. The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior approval of the Buyer.