

Our ref: ECM\_57156  
Your ref:  
Date: 27/01/2020

Dear [REDACTED]

Ref: ECM\_57156

Title: Provision of Commercial Vehicles second competition for 4x4's

I am pleased to inform you that the Environment Agency hereby accepts your tender dated 18/11/2019 in respect of the above contract. The contract shall be carried out in accordance with:

This contract award letter  
Our Request for Quotation  
Your response received  
Clarification

The price for this contract is as follows:

ACTIVITY	DUE DATE	COST
Provision of 7 extended cab 4x4 vehicles	By 13/03/2020	[REDACTED]
Provision of 12 double cab 4x4 vehicles	By 13/03/2020	[REDACTED]
total		[REDACTED]

These prices will remain fixed for the duration of the contract.

The contract is awarded for an initial period of 4 months from 26/11/2019 to 13/03/2020.

The Purchase Order number is: (to be confirmed). We will require you to quote this on all invoices to ensure timely payment. Invoices should be sent to:

SSCL  
Environment Agency  
PO BOX 797

Newport  
Gwent  
NP10 8FZ

Invoices not containing the correct Purchase Order number will mean we are unable to process them and they will be returned to you.

This contract will be managed on behalf of the Environment Agency by [REDACTED] phone [REDACTED]. The contract reference and title given above should be quoted on all correspondence.

The contract will be governed by the Crown Commercial Service terms and conditions as contained within the original request for quotation.

Please acknowledge receipt of this letter and confirm your acceptance by return.

Yours faithfully

[REDACTED]

Receipt and acceptance of award for the above contract, as per the Environment Agency's award letter of 27/01/2020 acknowledged for supplier name by:

Name:

Signature:

Date:

APPENDIX H

RM6060 – DRAFT ORDER FORM

**SECTION 1: CONTRACTING PARTIES**

Buyer Details			
Organisation			
Contact Name			
Job Title			
Address			
Telephone		Email	
Order Reference		Date of Order	
Supplier Details			
Supplier			
Contact Name			
Address			
Telephone		Email	
Quotation Reference			

## SECTION 2: VEHICLE SPECIFICATION

Vehicle Details	
Make	
Model Description	
Transmission	
Fuel	
Colour	
Optional Extras	
Conversion details	
Quantity	

## SECTION 3: VEHICLE PRICING

Base Vehicle Pricing	
Manufacturers Retail Price	
Percentage Discount Agreed	
Discounted Base Vehicle Price	
Pricing for other items	
Cost of Optional Extras	
Conversion Cost	

Cost of Registration & VED	
Cost of Delivery	
<b>Total Vehicle Cost</b>	
Total Cost	

#### SECTION 4: DELIVERY

<b>Delivery Requirements</b>	
Requested Delivery Date	
Address	
Contact Name	
Telephone	
Email	

#### SECTION 5: VARIATIONS TO STANDARD CONTRACT TERMS

<b>Term</b>	<b>Variation required</b>

#### SECTION 6: DECLARATION

**This Order Form, when completed and executed by both Parties, forms a Call-Off Contract under the Crown Commercial Service RM6060 Vehicle Purchase framework**

On behalf of the Buyer	Name	
------------------------	------	--

	Job Title	
	Date	
	Signature	
On behalf of the Supplier	Name	
	Job Title	
	Date	
	Signature	

**Call-Off Schedule 5 (Pricing Details)**

**RM6060 – Call-Off Contract Pricing Schedule – TABLE ONE – Prices Offered**

All prices quoted above are FIXED at the point of Contract Award, are fully inclusive to fully meet the stated specification (including but not limited to delivery) as per this ITT, and are not subject to any escalation.

Where options exist against the relevant platform under this Framework (RM6060) the above prices are offered under this ITT/Mini Competition with the following understanding:

- The prices are Fixed at the time of offer and are not be subject to any variation; AND
- Should the Authority choose to exercise these options it will be done at the time of the order of the main platforms; AND
- The options being sought above may not be applied to ALL the platforms being procured under that Line Item.
- The Authority reserves the right not to take up any or all of the options listed in Table 4 of this schedule (e.g. may not want tow bars for all the 16 platforms under Light Duty 4x4).

If there are a minimum number of Options that need to be taken, please specify that within your Tender documentation

Also if there are further discounts on the Option Prices being offered if banded quantities exist within your model, then please specify in your Tender documentation, what price bands are available and the extra discount if the Authority was to order from the higher price bands.

Please note these PRICES will not form part of the ITT evaluation as the Authority may choose not to take any forward. Part of the Authority's decision to take up optional extras at the point of order will be based on the VFM of the options, you are therefore requested to offer the best discounts available, even though they will not form part of the commercial pricing envelope.

## **Call-Off Schedule 6 (ICT Services) – Not Used Call-Off Schedule 7 (Key Supplier Staff)**

1.1 The Annex 1 to this Schedule lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.

1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.

1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.

1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:

- 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
- 1.4.2 the person concerned resigns, retires or dies or is on maternity or longterm sick leave; or

1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.

1.5 The Supplier shall:

- 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
- 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
- 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
- 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
- 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

## Annex 1- Key Roles

KEY ROLE	KEY STAFF	CONTRACT DETAILS
	DEFRA/EA FLEET TEAM	
	DEFRA/EA FLEET TEAM	
	DEFRA COMMERCIAL	
	 ACCOUNT MANAGER	

# Call-Off Schedule 9 (Security) Part A: Short Form Security Requirements

## 1. Definitions

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

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

### Complying with security requirements and updates to them

- 1.2 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 1.3 The Supplier shall comply with the Security Policy and the requirements in this Schedule including the Security Management Plan and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 1.4 The Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 1.5 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any

increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.

- 1.6 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

## **Security Standards**

- 1.7 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 1.8 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
- is in accordance with the Law and this Contract; as
  - a minimum demonstrates Good Industry Practice;
  - meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and complies
  - with the Security Policy and the ICT Policy.
- 1.9 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 1.10 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

## **Security Management Plan**

### **1.11 Introduction**

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

### **1.12 Content of the Security Management Plan**

The Security Management Plan shall:

- comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
- identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
- detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's

Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables; be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential

Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the

Deliverables comply with the provisions of this Contract; set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and the Security

Policy; and be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

### **1.13 Development of the Security Management Plan**

Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.

If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible, and in any event, no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management

Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

#### **1.14 Amendment of the Security Management Plan**

The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:

emerging changes in Good Industry Practice; any change or proposed change to the Deliverables and/or associated processes;

any change to the Security Policy; any new perceived or changed security threats; and any reasonable change in requirements requested by the Buyer.

The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

suggested improvements to the effectiveness of the Security Management Plan; updates to the risk assessments; and suggested improvements in measuring the effectiveness of controls.

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

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

### **Security breach**

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

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

immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:

minimise the extent of actual or potential harm caused by any Breach of Security; remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security; prevent an equivalent breach in the future exploiting the same cause failure; and

as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

- 1.17 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates noncompliance of the Security Management Plan with the Security policy or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

## **Part B – Annex 1:**

### **Baseline security requirements**

#### **1. Handling Classified information**

- 1.1 The Supplier shall not handle Buyer information classified SECRET or TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Supplier shall seek additional specific guidance from the Buyer.

#### **End user devices**

- 1.2 When Government Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the UK Government Communications Electronics Security Group ("CESG") to at least Foundation Grade, for example, under the CESG Commercial Product Assurance scheme ("CPA").
- 1.3 Devices used to access or manage Government Data and services must be under the management authority of Buyer or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Buyer. Unless otherwise agreed with the Buyer in writing, all Supplier devices are expected to meet the set of security requirements set out in the CESG End User Devices Platform Security Guidance

(<https://www.ncsc.gov.uk/guidance/end-user-device-security>). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Buyer and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the CESG guidance, then this should be agreed in writing on a case by case basis with the Buyer.

## **Data Processing, Storage, Management and Destruction**

- 1.4 The Supplier and Buyer recognise the need for the Buyer's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Government Data will be subject to at all times.
- 1.5 The Supplier shall agree any change in location of data storage, processing and administration with the Buyer in accordance with Clause 14 (Data protection).
- 1.6 The Supplier shall:
  - provide the Buyer with all Government Data on demand in an agreed open format;
  - have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;
  - securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and
  - securely erase any or all Government Data held by the Supplier when requested to do so by the Buyer.

## **Ensuring secure communications**

- 1.7 The Buyer requires that any Government Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by CESG, to at least Foundation Grade, for example, under CPA or through the use of pan-government accredited encrypted networking services via the Public Sector Network ("PSN") framework (which makes use of Foundation Grade certified products).
- 1.8 The Buyer requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

## **Security by design**

- 1.9 The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Government Data.

- 1.10 When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a CESG Certified Professional certification ([https://www.ncsc.gov.uk/content/files/protected\\_files/article\\_files/Guidance\\_to\\_CESG\\_Cerification\\_for\\_Cyber\\_Security\\_IA\\_Professionals\\_issue\\_2.2\\_-\\_Oct\\_16%20-%20version.pdf](https://www.ncsc.gov.uk/content/files/protected_files/article_files/Guidance_to_CESG_Cerification_for_Cyber_Security_IA_Professionals_issue_2.2_-_Oct_16%20-%20version.pdf)) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).

### **Security of Supplier Staff**

- 1.11 Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.
- 1.12 The Supplier shall agree on a case by case basis Supplier Staff roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Government Data.
- 1.13 The Supplier shall prevent Supplier Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where agreed with the Buyer in writing.
- 1.14 All Supplier Staff that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.
- 1.15 Where the Supplier or Subcontractors grants increased ICT privileges or access rights to Supplier Staff, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

### **Restricting and monitoring access**

- 1.16 The Supplier shall operate an access control regime to ensure all users and administrators of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) are uniquely identified and authenticated when accessing or administering the Services. Applying the 'principle of least privilege', users and administrators shall be allowed access only to those parts of the ICT Environment that they require. The Supplier shall retain an audit record of accesses.

### **Audit**

- 1.17 The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:

Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.

Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account logon and logoff events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.

1.18 The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.

1.19 The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least 6 Months.

## Part B – Annex 2 – Security Management Plan



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

#### 1. DEFINITIONS

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

<b>"Exclusive Assets"</b>	Supplier Assets used exclusively by the Supplier <span style="background-color: yellow;">[REDACTED]</span> in the provision of the Deliverables;
<b>"Exit Information"</b>	has the meaning given to it in Paragraph 3.1 of this Schedule;
<b>"Exit Manager"</b>	the person appointed by each Party to manage their respective obligations under this Schedule;
<b>"Net Book Value"</b>	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);

<b>"Non-Exclusive Assets"</b>	those Supplier Assets used by the Supplier [REDACTED] in connection with the Deliverables but which are also used by the Supplier [REDACTED] for other purposes;
<b>"Registers"</b>	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
<b>"Replacement Goods"</b>	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
<b>"Replacement Services"</b>	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
<b>"Termination Assistance"</b>	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer
	pursuant to the Termination Assistance Notice;
<b>"Termination Assistance Notice"</b>	has the meaning given to it in Paragraph 5.1 of this Schedule;
<b>"Termination Assistance Period"</b>	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 1.17 of this Schedule;
<b>"Transferable Assets"</b>	Exclusive Assets which are capable of legal transfer to the Buyer;
<b>"Transferable Contracts"</b>	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
<b>"Transferring Assets"</b>	has the meaning given to it in Paragraph 8.2.1 of this Schedule;

**"Transferring Contracts"**

has the meaning given to it in Paragraph 8.2.3 of this Schedule.

**Supplier must always be prepared for contract exit**

- 1.2 The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 1.3 During the Contract Period, the Supplier shall promptly:
- create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
  - create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables ("**Registers**").
- 1.4 The Supplier shall:
- ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
  - procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.
- 1.5 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

**Assisting re-competition for Deliverables**

- 1.6 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").
- 1.7 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 1.8 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer

within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).

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

## Exit Plan

- 1.10 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.

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

- 1.12 The Exit Plan shall set out, as a minimum:

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

how the Deliverables will transfer to the Replacement Supplier and/or the Buyer; details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;

proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date; proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;

proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables; proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;

proposals for the disposal of any redundant Deliverables and materials; how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and

any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

- 1.13 The Supplier shall:

maintain and update the Exit Plan (and risk management plan) no less frequently than:

every [REDACTED] throughout the Contract Period; and no

later than [REDACTED] after a request from the

Buyer for an up-to-date copy of the Exit Plan; as soon as reasonably possible following a Termination Assistance

Notice, and in any event no later than [REDACTED] [REDACTED] after the date of the Termination Assistance Notice; as soon as reasonably possible following, and in any event no later than [REDACTED] following, any material change to the Deliverables (including all changes under the Variation Procedure); and

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

- 1.14 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 1.15 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

### **Termination Assistance**

- 1.16 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify: the nature of the Termination Assistance required; and the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.
- 1.17 The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 1.18 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

### **Termination Assistance Period**

- 1.19 Throughout the Termination Assistance Period the Supplier shall:

continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;

provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier; use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;

subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the KPIs, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract; at the Buyer's request and on reasonable notice, deliver up-to-date

Registers to the Buyer; seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.

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

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

### **Obligations when the contract is terminated**

1.22 The Supplier shall comply with all of its obligations contained in the Exit Plan.

1.23 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall: vacate any Buyer Premises; remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier; provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:

such information relating to the Deliverables as remains in the possession or control of the Supplier; and such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier

shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

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

### **Assets, Sub-contracts and Software**

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

procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sublicense or assignment on the same terms); or failing which procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

1.30 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.

1.31 The Buyer shall:

accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

1.32 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.

1.33 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 1.30 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

### **No charges**

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

### **Dividing the bills**

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

the amounts shall be annualised and divided by 365 to reach a daily rate; the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

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

# Call-Off Schedule 11 (Installation Works) – Not Used

## Call-Off Schedule 12 (Clustering)

### 1. When you should use this Schedule

- 1.1 This Schedule is required where various Other Contracting Authorities want to join with the Buyer to efficiently contract collectively under a single CallOff Contract rather than as separate individual Buyers under separate CallOff Contracts.

### Definitions

- 1.2 “**Cluster Members**” means a person named as such in the Annex A to this Schedule which shall be incorporated into the Order Form.

### Cluster Members benefits under the Contract

- 1.3 The Buyer has entered into this Call-Off Contract both for its own benefit and for the benefit the Cluster Members.
- 1.4 The Cluster Members who are to benefit under the Call-Off Contract are identified Annex 1 to this Schedule which shall be included into Order Form.
- 1.5 Cluster Members shall have all of the rights granted to the Buyer under a Call-Off Contract. Accordingly, where the context requires in order to assure the Cluster Members rights and benefits under a Call-Off Contract, and unless the Buyer otherwise specifies, references to the Buyer in a CallOff Contract (including those references to a Party which are intended to relate to the Buyer) shall be deemed to include a reference to the Cluster Members.
- 1.6 Each of the Cluster Members will be a third party beneficiary for the purposes of the CRTPA and may enforce the relevant provisions of a CallOff Contract pursuant to CRTPA.
- 1.7 The Parties to a Call-Off Contract may in accordance with its provisions vary, terminate or rescind that Call-Off Contract or any part of it, without the consent of any Cluster Member.
- 1.8 The enforcement rights granted to Cluster Members under Paragraph 3.4 are subject to the following provisions:
  - the Buyer may enforce any provision of a Call-Off Contract on behalf of a Cluster Member; any claim from a Cluster Member under the CRTPA to enforce a Call-Off Contract shall be brought by the Buyer if reasonably practicable for the Buyer and Cluster Member to do so; and
  - the Supplier's limits and exclusions of liability in the Call-Off Contract shall apply to any claim to enforce a Call-Off Contract made by the Buyer on behalf of a Cluster Member and to any claim to enforce a Call-Off Contract made by a Cluster Member acting on its own behalf.
- 1.9 Notwithstanding that Cluster Members shall each receive the same Services from the Supplier the following adjustments will apply in relation to

how the Call-Off Contract will operate in relation to the Buyer and Cluster Members:

Services will be provided by the Supplier to each Cluster Member and Buyer separately; the Supplier's obligation in regards to reporting will be owed to each Cluster

Member and Buyer separately; the Buyer and Cluster Members shall be entitled to separate invoices in respect of the provision of Deliverables;

the separate invoices will correlate to the Deliverables provided to the respective Buyer and Cluster Members;

the Charges to be paid for the Deliverables shall be calculated on a per Cluster Member and Buyer basis and each Cluster Member and the Buyer shall be responsible for paying their respective Charges; the KPIs and corresponding KPI Credits will be calculated in respect of each Cluster Member and Buyer, and they will be reported and deducted against Charges due by each respective Cluster Member and Buyer; and

such further adjustments as the Buyer and each Cluster Member may notify to the Supplier from time to time.

## Annex A – Cluster Members

The Deliverables shall also be provided for the benefit of the following Cluster Members:

NAME OF CLUSTER MEMBER	SERVICES TO BE PROVIDED	DURATION	SPECIAL TERMS

### Call-Off Schedule 13 (Implementation Plan & Testing) – Not Used

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

#### 1. Definitions

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

<b>"Service Credits"</b>	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
<b>"Service Credit Cap"</b>	has the meaning given to it in the Order Form;

<b>"Service Level Failure"</b>	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
<b>"Service Level Performance Measure"</b>	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
<b>"Service Level Threshold"</b>	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

**What happens if you don't meet the Service Levels**

The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.

The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.

The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.

A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:

the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or

the Service Level Failure:

exceeds the relevant Service Level Threshold;

has arisen due to a Prohibited Act or wilful Default by the Supplier; results in the corruption or loss of any

Government Data; and/or results in the Buyer being required to make a compensation payment to one or more third parties;

and/or

the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).

Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date; the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and

there is no change to the Service Credit Cap.

## **Critical Service Level Failure**

On the occurrence of a Critical Service Level Failure:

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

The Supplier shall immediately issue a credit note to the value of £100 per vehicle per Working Day that the Delivery of the ordered Deliverables is overdue in the event that the Deliverables are not delivered by the date specified in the Order Form, provided that the value of such credit note shall not exceed [15%] of the Charges arising from the Order to which the relevant vehicle(s) relate. The Parties agree that the credit note amount is a genuine pre-estimate of the loss likely to be suffered by the Buyer and does not constitute a penalty.

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

### **1. Service Levels**

If the level of performance of the Supplier: is likely to or fails to meet any Service Level Performance Measure; or is likely to cause or causes a Critical Service Failure to occur, the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

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

## **Part B: Performance Monitoring**

### **1. Performance Monitoring and Performance Review**

Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

The Supplier shall provide the Buyer with performance monitoring reports ("Performance Monitoring Reports") in accordance with the process and timescales agreed pursuant to paragraph 1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period; a summary of all failures to achieve Service Levels that occurred during that Service Period;

details of any Critical Service Level Failures; for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;

the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and such other details as the Buyer may reasonably require from time to time.

The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:

take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;

be attended by the Supplier's Representative and the Buyer's Representative; and be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.

The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.

The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

## **Satisfaction Surveys**

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

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

## Definitions

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

<b>"Operational Board"</b>	the board established in accordance with paragraph 2.1 of this Schedule;
<b>"Project Manager"</b>	the manager appointed in accordance with paragraph 2.1 of this Schedule;

## Project Management

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

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.

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

### 1. Role of the Supplier Contract Manager

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

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

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

able to cancel any delegation and recommence the position himself; and replaced only after the Buyer has received notification of the proposed change.

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

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

### **Role of the Operational Board**

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.

The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.

In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.

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.

The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

### **CONTRACT RISK MANAGEMENT**

1.4 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.

1.5 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:

the identification and management of risks; the

identification and management of issues; and

1.5.1 monitoring and controlling project plans.

1.6 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.

1.7 The Supplier will maintain a risk register of the risks relating to the Call-Off Contract which the Buyer's and the Supplier have identified.

**Call-**

**Off Schedule 17 (MOD Terms) Annex 1 –  
DEFCONS & DEFFORMS Not Used Call-Off  
Schedule 18 (Background Checks) – Not Used**

**Off Schedule 19 (Scottish Law) Not used**

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

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

Medium 4x4 maximum 6000Kg GTW

<b>SMMT Segment</b>	Medium 4x4 up to max 6000Kg GTW
<b>Type</b>	Commercial pick up with 3 body options Single cab, Extended cab and Double cab
<b>Minimum Number of Doors</b>	2 doors for single cab. 4 doors for the double cab with the option of either 2 or 4 doors for the extended cab. Access to the cargo area via tailgate.
<b>Fuel Type</b>	Diesel or petrol – CO2 cap 210
<b>Fuel Capacity</b>	Minimum 60 litres
<b>Transmission</b>	Minimum 5 or 6 speed manual
<b>Minimum Payload (DINS method of calculating payload to be applied where payload specified as a requirement; 68kgs driver, 7kgs luggage, all service fluid and 90% full tank of fuel)</b>	1000kgs
<b>Operational weight allowance for two person crew, storage, kit plus passengers</b>	75kgs per person
<b>Towing &amp; Train Weight</b>	Minimum 2600kgs (Un-braked min 750kgs) & Maximum 6200Kg GTW
<b>Minimum Ground Clearance</b>	200mm unladen
<b>Transverse Tilt Angle</b>	Min 35°
<b>Minimum Wade Depth</b>	600mm

## Call-

<b>Specification</b>	<ul style="list-style-type: none"><li>• Euro 6 or V1 □ Radio / CD</li><li>• Electronic stability control, Power assisted steering, Anti-lock braking system</li><li>• Driver and passenger airbags</li><li>• Remote Central Double Locking with alarm/immobiliser</li><li>• 2 sets of keys</li><li>• Driver's seat to be adjustable for height, tilt and reach with height adjustable head restrain</li><li>• Rake adjustable steering column</li><li>• Standard fit A/C or climate control</li></ul>
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	<input type="checkbox"/> Tyres must be all terrain 50/50 type <input type="checkbox"/> Spare wheel, Jack & wheel brace (where standard), Tyre inflation kit (non-standard) <input type="checkbox"/> Selectable high/low 2/4 wheel drive options <input type="checkbox"/> Load area DIN – compliant tie downs <input type="checkbox"/> Locking wheel nuts (if applicable) <input type="checkbox"/> Adjustable 50mm ball and pin Tow bar with 13 pin electrics and 13/7 pin adaptor <input type="checkbox"/> Door mirrors to be twin lens (bifocal), <input type="checkbox"/> Reversing sensors (disabled when towing) <input type="checkbox"/> External Reverse Bleeper with Silent Night <input type="checkbox"/> 2 x number plates (oblong & square) required
<b>Euro NCAP rating</b>	4 or above
<b>Colour</b>	Colour to be confirmed at order (majority to be silver).
<b>VED</b>	12 Months included + 1 <sup>st</sup> Registration fee
<b>Lead Time</b>	16 weeks max
<b>Number of vehicles required</b>	

Medium 4x4 maximum 6000Kg GTW

<b>SMMT Segment</b>	Medium 4x4 up to max 6000Kg GTW
<b>Type</b>	Commercial pick up with 3 body options Single cab, Extended cab and Double cab
<b>Minimum Number of Doors</b>	2 doors for single cab. 4 doors for the double cab with the option of either 2 or 4 doors for the extended cab. Access to the cargo area via tailgate.
<b>Fuel Type</b>	Diesel or petrol – CO2 cap 210
<b>Fuel Capacity</b>	Minimum 60 litres
<b>Transmission</b>	Minimum 5 or 6 speed manual
<b>Minimum Payload (DINS method of calculating payload to be applied where payload specified as a requirement; 68kgs driver, 7kgs luggage, all service fluid and 90% full tank of fuel)</b>	1000kgs

<b>Operational weight allowance for two person</b>	75kgs per person
<b>crew, storage, kit plus passengers</b>	
<b>Towing &amp; Train Weight</b>	Minimum 2600kgs (Un-braked min 750kgs) & Maximum 6200Kg GTW
<b>Minimum Ground Clearance</b>	200mm unladen
<b>Transverse Tilt Angle</b>	Min 35°
<b>Minimum Wade Depth</b>	600mm
<b>Specification</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Euro 6 or V1</li> <li><input type="checkbox"/> Radio / CD</li> <li><input type="checkbox"/> Electronic stability control, Power assisted steering, Anti-lock braking system</li> <li><input type="checkbox"/> Driver and passenger airbags</li> <li><input type="checkbox"/> Remote Central Double Locking with alarm/immobiliser 2</li> <li><input type="checkbox"/> sets of keys</li> <li><input type="checkbox"/> Driver's seat to be adjustable for height, tilt and reach with height adjustable head restrain</li> <li><input type="checkbox"/> Rake adjustable steering column</li> <li><input type="checkbox"/> Standard fit A/C or climate control</li> <li><input type="checkbox"/> Tyres must be all terrain 50/50 type</li> <li><input type="checkbox"/> Spare wheel, Jack &amp; wheel brace (where standard), Tyre inflation kit (non-standard)</li> <li><input type="checkbox"/></li> <li><input type="checkbox"/> Selectable high/low 2/4 wheel drive options</li> <li><input type="checkbox"/> Load area DIN – compliant tie downs</li> <li><input type="checkbox"/> Locking wheel nuts (if applicable)</li> <li><input type="checkbox"/> Adjustable 50mm ball and pin Tow bar with 13 pin electrics and 13/7 pin adaptor</li> <li><input type="checkbox"/> Door mirrors to be twin lens (bifocal),</li> <li><input type="checkbox"/> Reversing sensors (disabled when towing)</li> <li><input type="checkbox"/> External Reverse Bleeper with Silent Night</li> <li><input type="checkbox"/> 2 x number plates (oblong &amp; square) required</li> </ul>
<b>Euro NCAP rating</b>	4 or above
<b>Colour</b>	Colour to be confirmed at order (majority to be silver).
<b>VED</b>	12 Months included + 1 <sup>st</sup> Registration fee

<b>Lead Time</b>	16 weeks max
<b>Number of vehicles required</b>	