



Crown
Commercial
Service



Government
Communication
Service

Call-Off Contract

Letter of Appointment

Call-Off Schedules v3.0

Campaign Solutions 2

Reference Number

CCZX22A20

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Campaign Solutions 2

Introduction to Terms and Conditions

The Terms and Condition of the Campaign Solutions 2 framework agreement are provided in two legally binding contracts:

- Framework Contract - this will be the overarching contract between CCS and the individual agencies successfully awarded a place on the Campaign Solutions 2 Framework Agreement.
- Call-Off Contract - this provides the terms and conditions of the contract for clients appointing an agency through the framework agreement.

Core Terms

These are the main legal terms which apply to both the Framework Contract and the Call-Off contract. The Core Terms govern the agency's relationship with CCS at framework level and with each client at call-off level.

The Core Terms are supplemented with a number of Schedules, comprising:

- Framework schedules
- Joint schedules (for framework and call-off)
- Call-off schedules

The Framework Contract

This comprises:

- The Specification which sets out the range of campaign services to be provided through the Framework Agreement (Framework Schedule 1)
- The process clients must follow to appoint an agency (Framework Schedule 7 - Call-Off Award Procedure)
- The tender and rates submitted by the Agency in this tender process
- The Core Terms and Joint Schedules of the contract which apply to both the Framework and the Call-Off Contract as above
- Specific Framework Schedules relating to the framework contract between CCS and the Agency

The Call-Off Contract

Please note the Call-Off Contract should be read in conjunction with the Framework Contract. It is governed by the Core Terms as above and comprises:

- Joint Schedules as in the Framework Contract
- The Letter of Appointment template which is used to form the contract between the Client and the Agency and incorporates Joint and Call-Off Schedules plus any special terms (Framework Schedule 6)
- Specific Call-Off Schedules relating to the contract between the Client and the Agency

The process

To appoint an agency through the framework, clients will follow the process outlined in the Schedule 7 of the Framework Contract.

The Client will then use the Letter of Appointment template and incorporate the Joint and Call-Off Schedules in Framework Schedule 6 to form the Call-Off contract with the Agency.

Clients will complete the Call-Off schedules to suit their individual brief and can omit Call-Off Schedules which are not relevant to the contract. The optional schedules are highlighted in yellow and can be amended by the client to suit the requirement.

There are optional Call-Off terms which will only apply to certain clients (MOD and HMRC) and clients subject to Scottish or Northern Ireland laws. These are available as separate documents and do not need to form part of the Call-Off Contract unless required, if they form part of the Call Off Contract they will be legally binding.

The contracts follow the Public Sector Contract which presents the terms and schedules in a modular format. We have brought elements together into single documents but have retained the numbering of the individual terms and schedules for wider consistency. This means the clause numbering is not consecutive.

Letter of Appointment Template and Call-Off Schedules (Framework Schedule 6)

Letter of Appointment

The Agency is one of a number of agencies appointed by the Crown Commercial Service (CCS) to the Framework Agreement and is therefore able to enter into this Call-Off Contract.

This Letter of Appointment is issued in accordance with the provisions of the Framework Contract (-----) between CCS and the Agency, dated -----.

Capitalised terms and expressions used in this letter have the same meanings as in the Call-Off Incorporated Terms unless the context otherwise requires.

CALL-OFF LOT(S):

Order Number:	CCZX22A20
From:	Cabinet Office
To:	M&C Saatchi UK LTD

Call-Off Start Date:	14 October 2022
Call-Off Expiry Date:	31 March 2023
Call-Off Initial Period:	5 months

Call-Off Optional Extension Period:	Option to extend in 3 monthly increments reviewed on a monthly basis (5+1+1+1).
Deliverables required:	<p>Deliverables required are set out in Framework Schedule 1 of the Framework Agreement and the relevant Brief and are to be delivered in line with the accepted Proposal as detailed at Annex A of this Letter.</p> <p>Subsequent calls for Deliverables shall be priced and agreed using the Statement of Works form as per Annex B of this Letter of Appointment.</p>
Key Staff:	<p>For the Client: Redacted under FOIA section 40, Personal Information</p> <p>For the Agency: Redacted under FOIA section 40, Personal Information</p>
Guarantor(s)	Not Applicable
Call-Off Contract Charges (including any applicable discount(s), but excluding VAT):	Contract ceiling of £660k, with an extension ceiling of £800k, with scope of work to be agreed separately
Liability	Stated in Special Term 1
Additional Insurance Requirements	Stated in Special Term 1
Client billing address for invoicing:	Redacted under FOIA section 43, Commercial Interests
Special Terms	<p>Special IPR term for inclusion in Lot 4 contracts with Getty Images only. Please omit for other Lots</p> <p>- The Client agrees that subject to anything to the contrary in the Agency's Proposal, the Agency's operational IPR licensing provisions in the terms at the URL https://www.gettyimages.co.uk/eula and any of its other standard operational IPR licensing provisions ("the Agency Provisions") shall take precedence over any conflicting positions stated in clause 9 of the Core Terms. In respect of Clause 9.8 of the Core Terms the Client confirms that it will be liable for IPR claims arising out of IPR it provides to the Agency, but this Special Term does not vary any other Call-Off Contract provisions on Client liabilities. For the avoidance of doubt, any other conflicts with clauses outside of Clause 9 of the Core Terms should be addressed through variation.</p>

	Where the Agency Provisions do not conflict with Call-Off Contract terms the Client agrees to be bound by the Agency Provisions as they apply to IPR supplied by the Agency to the Client under the Call-Off Contract.”
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PROGRESS REPORT FREQUENCY

At a minimum, monthly. To be determined during kick-off meeting with the core client team.

PROGRESS MEETING FREQUENCY

At a minimum, monthly. To be determined during kick-off meeting with the core client team.

KEY SUBCONTRACTOR(S)

To be agreed once scope is agreed.

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SOCIAL VALUE COMMITMENT

The Agency agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Proposal)

CALL-OFF INCORPORATED TERMS

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

1. This Letter of Appointment including the Call-Off Special Terms and Call-Off Special Schedules.
2. *Joint Schedule 1 (Definitions and Interpretation) RM6125*
3. *The following Schedules in equal order of precedence:*
 - *Joint Schedules for RM6125*
 - *Joint Schedule 2 (Variation Form)*
 - *Joint Schedule 3 (Insurance Requirements)*
 - *Joint Schedule 4 (Commercially Sensitive Information)*
 - *Joint Schedule 6 (Key Subcontractors)*
 - *Joint Schedule 7 (Financial Difficulties)*
 - *Joint Schedule 8 (Guarantee)*
 - *Joint Schedule 10 (Rectification Plan)*
 - *Joint Schedule 11 (Processing Data)*
 - *Call-Off Schedules for RM6125*
 - *Call-Off Schedule 1 (Transparency Reports)*
 - *Call-Off Schedule 3 (Continuous Improvement)*
 - *Call-Off Schedule 5 (Pricing Details)*
 - *Call Off Schedule 6 (ICT Services)*
 - *Call-Off Schedule 7 (Key Supplier Staff)*
 - *Call-Off Schedule 8 (Business Continuity and Disaster Recovery)*
 - *Call-Off Schedule 9 (Security)*
 - *Call-Off Schedule 10 (Exit Management)*

 - *Call-Off Schedule 14 (Service Levels)*
 - *Call-Off Schedule 15 (Call-Off Contract Management)*
 - *Call-Off Schedule 16 (Benchmarking)*
 - *Call-Off Schedule 18 (Background Checks)*
 - *Call-Off Schedule 20 (Call-Off Specification)*

4. CCS Core Terms
5. Joint Schedule 5 (Corporate Social Responsibility) RM6125
6. Call-Off Schedule 4 (Proposal) as long as any parts of the Call-Off Proposal that offer a better commercial position for the Client (as decided by the Client) take precedence over the documents above.

No other Agency terms are part of the Call-Off Contract. That includes any terms written on the back of, or added to this Order Form, or presented at the time of delivery. For the avoidance of doubt, the relationship between the Parties is non-exclusive. The Client is entitled to appoint any other agency to perform services and produce goods which are the same or similar to the Deliverables.

FORMATION OF CALL-OFF CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Agency agrees to enter into a Call-Off Contract with the Client to provide the Deliverables in accordance with the terms of this letter and the Call-Off Incorporated Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Call-Off Incorporated Terms. The Parties hereby acknowledge and agree that this Call-Off Contract shall be formed when the Client acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Agency within two (2) Working Days from such receipt.

For and on behalf of the Agency:		1.1 For and on behalf of the Client:	
Signature:	Redacted under FOIA section 40, Personal Information	Signature:	Redacted under FOIA section 40, Personal Information
Name:	Redacted under FOIA section 40, Personal Information	Name:	Redacted under FOIA section 40, Personal Information
Role:	CEO	Role:	Head of Commercial
Date:	26 October 2022	Date:	28 October 2022

ANNEX A

Agency Proposal

Redacted under FOIA section 43, Commercial Interests

Annex B

Statement of Work

This Statement of Work is issued under and in accordance with the Call-Off Contract entered into between the parties dated *[insert date of signature of Call-Off Contract.]*

Any schedule attached to this Statement of Work will describe in detail the different types of Services to be provided under that Statement of Work. A schedule attached to this Statement of Work only applies to the relevant project to be delivered under that Statement of Work, and not to any other Statement of Work, or to the provision of the Services as a whole.

i) Where a Statement of Work would result in:

- a variation of the Services procured under this Call-Off Contract;
- an increase in the Charges agreed under this Call-Off Contract; or
- a change in the economic balance between the Parties to the detriment of the Client that is not provided for in this Call-Off Contract, the relevant term(s) will be dealt with as a proposed Variation to this Call-Off Contract in accordance with the Variation procedure set out in Clause 24.

Project:	The Covid-19 Public Inquiry requires the provision of communications expertise across a range of disciplines in order to deliver the communications and engagement pillar of the Inquiry's listening exercise.
Project start Date Notice period for cancellation [Project Notice Period]:	The Contract runs from the date of award to 31 March 2023, with the option for the Inquiry to extend to 30 June 2023, subject to ongoing review and spend approval.
Overarching Brand/Campaign	This campaign is not part of any wider overarching campaign but the outputs of this work are expected to align and support the Covid Inquiry's existing brand and identity. There is no use of Government owned brands as the Inquiry is independent of Government.
Deliverables	<p>Set out a description of the Deliverables to be supplied by the Agency for this Project.</p> <p>State any specific activities agreed in the pitch that are to be delivered as part of this campaign.</p> <p>Ensure you capture any work across distinct specialisms or channels, or example if you were working on an integrated campaign you may write:</p> <ul style="list-style-type: none">• Creative for campaigns (service)

- Development and testing of creative propositions (deliverables)
- Creative assets for use on social media
- Delivery of creative assets for “Above the Line” media
- Seamless working with the client’s media buyer to deliver assets in the correct format to required deadlines
- PR
- PR strategy that compliments the “Above the Line” approach
- Development and delivery of PR hooks/stunts in agreement with the client
- Development of three Op eds, case studies and three feature articles
- Management of media at up to seven events, working with departmental press office
- Evaluation in accordance with the HMG evaluation Framework

State if you require any specific requirements and ways of working such as third-party consents, licences, clearances that Agency needs to obtain and products or purchases.

State that Client’s use of the Deliverables will be “subject to any third-party usage rights which are notified to the Client in accordance with this Call-Off Contract “.

Inclusion of Additional Schedules

The following Schedules are incorporated into this Statement of Work

Schedule Name	Incorporated (Mark with ‘X’ if incorporated)
Creative Advertising Services (online and/or offline)	
Social Media Services	
Public Relations	
Simple Software/website/app development	
Below the line/experiential	

Project Plan:	Redacted under FOIA section 43, Commercial Interests
Contract Charges:	<i>The Contract Charges shall be calculated using the hourly charge out rates shown in the Agency's rate card, For the avoidance of doubt, the Contract Charges shall inclusive of all third-party costs.</i>
Client Assets:	Supplier brief and associated background reading
International locations:	N/A
Client Affiliates:	<i>If relevant, set out any Client Affiliates which will be using Deliverables</i>
Special Terms:	<i>Set out any special terms that are intended to take precedence over the Call-Off Terms and/or the Schedules to the Call-Off Terms such as, security requirements, warranties, specific insurance requirements, any specific data reporting requirements etc..</i>
Key Individuals:	<i>Set out details of the key personnel from the Agency for this Project if relevant.</i>
Authorised Agency Approver:	<i>Set out details of the person(s) who have the authority to agree day to day decisions on behalf of Agency for this project.</i>
Authorised Client Approver:	<i>Set out details of the person(s) who have the authority to agree day to day decisions on behalf of Client for this Project.</i>

Signed by: Redacted under FOIA section 40, Personal Information

by (print name): Redacted under FOIA section 40, Personal Information

As Agency Authorised Approver for and on behalf of

Date: 26 October 2022

Signed by: Redacted under FOIA section 40, Personal Information

by (print name): Redacted under FOIA section 40, Personal Information

As Client Authorised Approver for and on behalf of

[Client]

Date.....

Call-Off Schedule 1 (Transparency Reports)

- 1.1 The Agency recognises that the Client is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Agency shall comply with the provisions of this Schedule in order to assist the Client with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Agency's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Agency shall submit to the Client for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Client rejects any proposed Transparency Report submitted by the Agency, the Agency 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 Client. If the Parties fail to agree on a draft Transparency Report the Client shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Agency shall provide accurate and up-to-date versions of each Transparency Report to the Client at the frequency referred to in the Annex of this Schedule.
- 1.1 .

Call-Off Schedule 3 (Continuous Improvement)

1. Client's Rights

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

2. Agency's Obligations

- 2.1 The Agency must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Client's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Client.
- 2.2 The Agency must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Client of the Deliverables and the way it provides them, with a view to reducing the Client's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Agency and the Client must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Agency shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Client's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 2.3.1 identifying the emergence of relevant new and evolving technologies;
 - 2.3.2 changes in business processes of the Agency or the Client and ways of working that would provide cost savings and/or enhanced benefits to the Client (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 2.3.4 measuring and reducing the sustainability impacts of the Agency's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Client in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Agency to the Client for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
- 2.5 The Client shall notify the Agency of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Agency shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.6 The Agency must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Agency shall provide any further information as requested.
- 2.7 If the Client wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Agency must implement such Variation at no additional cost to the Client or CCS.

- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
- 2.8.1 the Agency shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
- 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Agency's progress against the Continuous Improvement Plan.
- 2.9 The Agency shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Agency's costs in providing the Deliverables to the Client be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Client by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 If at any time during the Term the Agency reduces its Framework Prices for Deliverables provided in accordance with the terms of the Framework Contract, the Agency shall immediately reduce the Charges for the Deliverables under the Call-Off Contract by the same amount. This obligation applies whether or not the Deliverables are offered in a catalogue provided under the Framework Contract.

Call-Off Schedule 4 (Proposal)

Redacted under FOIA section 43, Commercial Interests

Call-Off Schedule 5 (Pricing Details)

Redacted under FOIA section 43, Commercial Interests

Call-Off Schedule 6 (ICT Services)

1. Definitions

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

"Agency System"	the information and communications technology system used by the Agency in supplying the Deliverables, including the COTS Software, the Agency Equipment, configuration and management utilities, calibration and testing
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	tools and related cabling (but excluding the Client System);
"Client Property"	the property, other than real property and IPR, including the Client System, any equipment issued or made available to the Agency by the Client in connection with this Contract;
"Client Software"	any software which is owned by or licensed to the Client and which is or will be used by the Agency for the purposes of providing the Deliverables;
"Client System"	the Client's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Client or the Agency in connection with this Contract which is owned by or licensed to the Client by a third party and which interfaces with the Agency System or which is necessary for the Client to receive the Deliverables;
"Commercial off the shelf Software" or "COTS Software"	Non-customised software where the IPR may be owned and licensed either by the Agency or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms
"Defect"	<p>any of the following:</p> <p>error, damage or defect in the manufacturing of a Deliverable; or</p> <p>error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or</p> <p>failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Client or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or</p> <p>failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Client or the Documentation (including any adverse effect on response times) regardless of whether or not it</p>

prevents the relevant Deliverable from passing any Test required under this Contract;

"Emergency Maintenance"	ad hoc and unplanned maintenance provided by the Agency where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;
"ICT Environment"	the Client System and the Agency System;
"Licensed Software"	all and any Software licensed by or through the Agency, its Sub-Contractors or any third party to the Client for the purposes of or pursuant to this Call Off Contract, including any COTS Software;
"Maintenance Schedule"	has the meaning given to it in paragraph 8 of this Schedule;
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"New Release"	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
"Open Source Software"	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;

"Operating Environment"	means the Client System and any premises (including the Client Premises, the Agency's premises or third party premises) from, to or at which: deliverables are (or are to be) provided; or the Agency manages, organises or otherwise directs the provision or the use of the Deliverables; or any part of the Agency System is situated;
"Permitted Maintenance"	has the meaning given to it in paragraph 8.2 of this Schedule;
"Quality Plans"	has the meaning given to it in paragraph 6.1 of this Schedule;
"Sites"	has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Client System takes place;
"Software"	Specially Written Software COTS Software and non-COTS Supplier and third party Software;
"Software Supporting Materials"	has the meaning given to it in paragraph 9.1 of this Schedule;
"Source Code"	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
"Specially Written Software"	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Agency (or by a Sub-Contractor or other third party on behalf of the Agency) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;

2. When this Schedule should be used

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

3. Client due diligence requirements

- 3.1. The Agency shall satisfy itself of all relevant details, including but not limited to, details relating to the following;
 - 3.1.1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
 - 3.1.2. operating processes and procedures and the working methods of the Buyer;
 - 3.1.3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Clients Assets; and
 - 3.1.4. existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Agency under this Contract and/or which the Agency will require the benefit of for the provision of the Deliverables.
- 3.2. The Agency confirms that it has advised the Client in writing of:
 - 3.2.1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;
 - 3.2.2. the actions needed to remedy each such unsuitable aspect; and
 - 3.2.3. a timetable for and the costs of those actions.

4. Licensed software warranty

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

4.2. Provision of ICT Services

- 4.3. The Agency shall:
 - 4.3.1. ensure that the release of any new COTS Software in which the Agency owns the IPR, or upgrade to any Software in which the Agency owns the IPR complies with the interface requirements of the Client and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Client three (3) Months before the release of any new COTS Software or Upgrade;
 - 4.3.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Agency are currently supported versions of that

Software and perform in all material respects in accordance with the relevant specification;

- 4.3.3. ensure that the Agency System will be free of all encumbrances;
- 4.3.4. ensure that the Deliverables are fully compatible with any Client Software, Client System, or otherwise used by the Agency in connection with this Contract;
- 4.3.5. minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables;

5. Standards and Quality Requirements

- 5.1. The Agency shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 5.2. The Agency shall seek Approval from the Client (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Agency of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.
- 5.3. Following the approval of the Quality Plans, the Agency shall provide all Deliverables in accordance with the Quality Plans.
- 5.4. The Agency shall ensure that the Agency Personnel shall at all times during the Call Off Contract Period:
 - 5.4.1. be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;
 - 5.4.2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
 - 5.4.3. obey all lawful instructions and reasonable directions of the Client (including, if so required by the Client, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Client.

6. ICT Audit

- 6.1. The Agency shall allow any auditor access to the Agency premises to:
 - 6.1.1. inspect the ICT Environment and the wider service delivery environment (or any part of them);
 - 6.1.2. review any records created during the design and development of the Agency System and pre-operational environment such as information relating to Testing;
 - 6.1.3. review the Agency's quality management systems including all relevant Quality Plans.

7. Maintenance of the ICT Environment

- 7.1. If specified by the Client in the Order Form, the Agency shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Client for Approval in accordance with the timetable and instructions specified by the Client.

- 7.2. Once the Maintenance Schedule has been Approved, the Agency shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
- 7.3. The Agency shall give as much notice as is reasonably practicable to the Client prior to carrying out any Emergency Maintenance.
- 7.4. The Agency shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

8. Intellectual Property Rights in ICT

8.1. Assignments granted by the Agency: Specially Written Software

- 8.1.1. The Agency assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Client with full guarantee (or shall procure assignment to the Client), title to and all rights and interest in the Specially Written Software together with and including:

- 8.1.1.1. the Documentation, Source Code and the Object Code of the Specially Written Software; and
- 8.1.1.2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").

8.1.2. The Agency shall:

- 8.1.2.1. inform the Client of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;
- 8.1.2.2. deliver to the Client the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Client and the Client shall become the owner of such media upon receipt; and
- 8.1.2.3. without prejudice to paragraph 9.1.2.2, provide full details to the Client of any of the Agency's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Agency hereby grants to the Client and shall procure that any relevant third party licensor shall grant to the Client a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Agency's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Client to obtain the full benefits of ownership of the Specially Written Software and New IPRs.

- 8.1.3. The Agency shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Client.
- 8.2. Licences for non-COTS IPR from the Agency and third parties to the Buyer
 - 8.2.1. Unless the Client gives its Approval the Agency must not use any:
 - a) of its own Existing IPR that is not COTS Software;
 - b) third party software that is not COTS Software
 - 8.2.2. Where the Client Approves the use of the Agency's Existing IPR that is not COTS Software the Agency shall grants to the Client a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Client is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Agency.
 - 8.2.3. Where the Client Approves the use of third party Software that is not COTS Software the Agency shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Client on terms at least equivalent to those set out in Paragraph 9.2.2. If the Agency cannot obtain such a licence for the Client it shall:
 - 8.2.3.1. notify the Client in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Agency could seek to use; and
 - 8.2.3.2. only use such third party IPR as referred to at paragraph 9.2.3.1 if the Client Approves the terms of the licence from the relevant third party.
 - 8.2.4. Where the Agency is unable to provide a license to the Agency's Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.
 - 8.2.5. The Agency may terminate a licence granted under paragraph 9.2.1 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Agency gives the Client written notice specifying the breach and requiring its remedy.
- 8.3. Licenses for COTS Software by the Agency and third parties to the Buyer
 - 8.3.1. The Agency shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Client on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
 - 8.3.2. Where the Agency owns the COTS Software it shall make available the COTS software to a Replacement Agency at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
 - 8.3.3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Agency shall support the Replacement Agency to

make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

- 8.3.4. The Agency shall notify the Client within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:

- 8.3.4.1. will no longer be maintained or supported by the developer; or
- 8.3.4.2. will no longer be made commercially available

8.4. Clients's right to assign/novate licences

- 8.4.1. The Client may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 9.2 (to:

- 8.4.1.1. a Central Government Body; or
- 8.4.1.2. to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.

- 8.4.2. If the Client ceases to be a Central Government Body, the successor body to the Client shall still be entitled to the benefit of the licences granted in paragraph 9.2.

8.5. **Licence granted by the Buyer**

- 8.5.1. The Client grants to the Agency a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Client Software and the Specially Written Software solely to the extent necessary for providing the Deliverables in accordance with this Contract, including the right to grant sub-licences to Sub-Contractors provided that any relevant Sub-Contractor has entered into a confidentiality undertaking with the Agency on the same terms as set out in Clause 15 (Confidentiality).

8.6. Open Source Publication

- 8.6.1. Unless the Client otherwise agrees in advance in writing (and subject to paragraph 9.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Agency shall also provide the converted format to the Buyer) into a format, which is:

- 8.6.1.1. suitable for publication by the Client as Open Source; and
- 8.6.1.2. based on Open Standards (where applicable),
and the Client may, at its sole discretion, publish the same as Open Source.

- 8.6.2. The Agency hereby warrants that the Specially Written Software and the New IPR:

- 8.6.2.1. are suitable for release as Open Source and that the Agency has used reasonable endeavours when developing the same to ensure that publication by the Client will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Client System;

- 8.6.2.2. have been developed using reasonable endeavours to ensure that their publication by the Client shall not cause any harm or damage to any party using them;
 - 8.6.2.3. do not contain any material which would bring the Client into disrepute;
 - 8.6.2.4. can be published as Open Source without breaching the rights of any third party;
 - 8.6.2.5. will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the date notified by the Client to the Agency; and
 - 8.6.2.6. do not contain any Malicious Software.
- 8.6.3. Where the Client has Approved a request by the Agency for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Agency Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Agency shall:
- 8.6.3.1. as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and
 - 8.6.3.2. include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer's ability to publish such other items or Deliverables as Open Source.

8.7. Malicious Software

- 8.7.1. The Agency shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
- 8.7.2. If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.
- 8.7.3. Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 9.7.2 shall be borne by the Parties as follows:
 - 8.7.3.1. by the Agency, where the Malicious Software originates from the Agency Software, the third party Software supplied by the Agency or the Government Data (whilst the Government Data was under the control of the Agency) unless the Agency can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Client when provided to the Agency; and
 - 8.7.3.2. by the Client, if the Malicious Software originates from the Client Software or the Client Data (whilst the Client Data was under the control of the Buyer).

Call-Off Schedule 7 (Key Agency Staff)

- 1.1 The Order Form (Letter of Appointment) lists the key roles (“**Key Roles**”) and names of the persons who the Agency shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Agency shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Client may identify any further roles as being Key Roles and, following agreement to the same by the Agency, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Agency 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 Client or the Client Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person’s employment or contractual arrangement with the Agency or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Agency shall:
 - 1.5.1 notify the Client 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 Agency 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 Client may require the Agency to remove or procure that any Subcontractor shall remove any Key Staff that the Client considers in any respect unsatisfactory. The Client shall not be liable for the cost of replacing any Key Staff.

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

1. Definitions

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

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

2. BCDR Plan

- 2.1 The Client and the Agency recognise that, where specified in Schedule 4 (Framework Management), CCS shall have the right to enforce the Client's rights under this Schedule.
- 2.2 At least ninety (90) Working Days prior to the Start Date the Agency shall prepare and deliver to the Client for the Client's written approval a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Agency shall follow to:

- 2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
 - 2.2.2 the recovery of the Deliverables in the event of a Disaster
- 2.3 The BCDR Plan shall be divided into three sections:
 - 2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 2.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
 - 2.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 2.4 Following receipt of the draft BCDR Plan from the Agency, 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)

- 3.1 Section 1 of the BCDR Plan shall:
 - 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Client by a Related Agency;
 - 3.1.3 contain an obligation upon the Agency to liaise with the Client and any Related Agencies with respect to business continuity and disaster recovery;
 - 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Client and any of its other Related Agency in each case as notified to the Agency by the Client from time to time;
 - 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
 - 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Agency; and
 - (d) a business impact analysis of different anticipated failures or disruptions;
 - 3.1.7 provide for documentation of processes, including business processes, and procedures;
 - 3.1.8 set out key contact details for the Agency (and any Subcontractors) and for the Client;

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

4. Business Continuity (Section 2)

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

5. Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Agency ensures continuity of the business operations of the Client supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Agency's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 5.2.1 loss of access to the Client Premises;
 - 5.2.2 loss of utilities to the Client Premises;
 - 5.2.3 loss of the Agency's helpdesk or CAFM system;
 - 5.2.4 loss of a Subcontractor;
 - 5.2.5 emergency notification and escalation process;
 - 5.2.6 contact lists;
 - 5.2.7 staff training and awareness;
 - 5.2.8 BCDR Plan testing;
 - 5.2.9 post implementation review process;
 - 5.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
 - 5.2.11 details of how the Agency shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
 - 5.2.12 access controls to any disaster recovery sites used by the Agency in relation to its obligations pursuant to this Schedule; and
 - 5.2.13 testing and management arrangements.

6. Review and changing the BCDR Plan

- 6.1 The Agency shall review the BCDR Plan:
 - 6.1.1 on a regular basis and as a minimum once every six (6) Months;
 - 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
 - 6.1.3 where the Client 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 Agency shall conduct such reviews in accordance with the Client's written requirements. Prior to starting its review, the Agency shall provide an accurate written estimate of the total costs payable by the Client for the Client's approval. The costs of both Parties of any such additional reviews shall be met by the Client except that the Agency shall not be entitled to charge the Client for any costs that it may incur above any estimate without the Client's prior written approval.

- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Agency within such period as the Client shall reasonably require.
- 6.3 The Agency shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Client a report (a "**Review Report**") setting out the Agency's proposals (the "**Agency's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 6.4 Following receipt of the Review Report and the Agency's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Agency's Proposals. If the Parties are unable to agree Review Report and the Agency's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 6.5 The Agency shall as soon as is reasonably practicable after receiving the approval of the Agency's Proposals effect any change in its practices or procedures necessary so as to give effect to the Agency's Proposals. Any such change shall be at the Agency's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

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

7.5.3 the Agency's proposals for remedying any such failures.

- 7.6 Following each test, the Agency shall take all measures requested by the Client to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Agency, at its own cost, by the date reasonably required by the Client.

8. Invoking the BCDR Plan

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

9. Circumstances beyond your control

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

Call Off Schedule 9 – Security Management

“Anti-virus Software”	<p>means software that:</p> <ul style="list-style-type: none"> (a) protects the Supplier Information Management System from the possible introduction of Malicious Software; (b) scans for and identifies possible Malicious Software in the Supplier Information Management System; (c) if Malicious Software is detected in the Supplier Information Management System, so far as possible: <ul style="list-style-type: none"> (i) prevents the harmful effects of the Malicious Software; and (ii) removes the Malicious Software from the Supplier Information Management System;
“Breach of Security”	<p>means the occurrence of:</p> <ul style="list-style-type: none"> (a) any unauthorised access to or use of the Services, the Buyer Premises, the Sites, the Supplier Information Management System and/or any information or data used by the Buyer, the Supplier or any Sub-contractor in connection with this Agreement; (b) the loss (physical or otherwise) and/or unauthorised disclosure of any information or data, including copies of such information or data, used by the Buyer, the Supplier or any Sub-contractor in connection with this Agreement; and/or (c) any part of the Supplier Information Management System ceasing to be compliant with the Certification Requirements;

“Buyer Data”	<p>means any:</p> <p>(d) 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; or</p> <p>(e) Personal Data for which the Buyer is a, or the, Data Controller,</p> <p>that is:</p> <p>(a) supplied to the Supplier by or on behalf of the Buyer; or</p> <p>(b) that the Supplier generates, processes, stores or transmits under this Agreement.</p>
“Buyer Equipment”	means any hardware, computer or telecoms devices, and equipment that forms part of the Buyer System;
“Buyer System”	means the information and communications technology system used by the Buyer to interface with the Supplier Information Management System or through which the Buyer receives the Services;
“Certification Default”	means the occurrence of one or more of the circumstances listed in Paragraph 6.4;
“Certification Rectification Plan”	means the plan referred to in Paragraph 6.5.1;
“Certification Requirements”	means the information security requirements set out in paragraph 6.
“Cyber Essentials”	means the Cyber Essentials certificate issued under the Cyber Essentials Scheme;
“Cyber Essentials Plus”	means the Cyber Essentials Plus certificate issued under the Cyber Essentials Scheme;
“Cyber Essentials Scheme”	means the Cyber Essentials scheme operated by the National Cyber Security Centre;
“End-user Device”	means any personal computers, laptops, tablets, terminals, smartphones or other portable electronic device used in the provision of the Services.

“HMG Baseline Personnel Security Standard”	means the employment controls applied to any individual member of the Supplier Personnel that performs any activity relating to the provision or management of the Services, as set out in “HMG Baseline Personnel Standard”, Version 6.0, May 2018 (https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf), as that document is updated from time to time;
“Malicious Software”	means any software program or code intended to destroy, interfere with, corrupt, remove, transmit or cause undesired effects on program files, data or other information, executable code, applications, macros or configurations;
“NCSC Cloud Security Principles”	means the National Cyber Security Centre’s document “Implementing the Cloud Security Principles” as updated or replaced from time to time and found at https://www.ncsc.gov.uk/collection/cloud-security/implementing-the-cloud-security-principles .
“NCSC Device Guidance”	means the National Cyber Security Centre’s document “Device Security Guidance”, as updated or replaced from time to time and found at https://www.ncsc.gov.uk/collection/device-security-guidance ;
“Privileged User”	means a user with system administration access to the Supplier Information Management System, or substantially similar access privileges;
“Process”	means any operation performed on data, whether or not by automated means, including 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 that data;
“Prohibited Activity”	means the storage, access or Processing of Buyer Data prohibited by a Prohibition Notice;
“Prohibition Notice”	means a notice issued under paragraph 1.3 of Annex 1.
“Relevant Certifications”	means those certifications specified in Paragraph 6.1;

“Relevant Convictions”	means any previous or pending prosecution, conviction or caution (excluding any spent conviction under the Rehabilitation of Offenders Act 1974) relating to offences involving dishonesty, terrorism, immigration, firearms, fraud, forgery, tax evasion, offences against people (including sexual offences), driving offences, offences against property, drugs, alcohol, public order offences or any other offences relevant to Services as the Buyer may specify;
“Security Management Plan”	means the document prepared in accordance with the requirements of Paragraph 7
“Sites”	means any premises: <ul style="list-style-type: none"> (a) from or at which: <ul style="list-style-type: none"> (i) the Services are (or are to be) provided; or (ii) the Supplier manages, organises or otherwise directs the provision or the use of the Services; or (b) where: <ul style="list-style-type: none"> (i) any part of the Supplier Information Management System is situated; or (ii) any physical interface with the Buyer System takes place;
“Standard Contractual Clauses”	means the standard data protection clauses specified in Article 46 of the United Kingdom General Data Protection Regulation setting out the appropriate safeguards for the transmission of personal data outside the combined territories of the United Kingdom and the European Economic Area;
“Supplier Information Management System”	means: <ul style="list-style-type: none"> (a) those parts of the information and communications technology system and the Sites that the Supplier or its Sub-contractors will use to provide the Services; and (b) the associated information assets and systems (including organisational structure, controls, policies, practices, procedures, processes and resources);

“Sub-contractor Personnel”	means: (a) any individual engaged, directly or indirectly, or employed, by any Sub-contractor; and (b) engaged in or likely to be engaged in: (i) the performance or management of the Services; (ii) or the provision of facilities or services that are necessary for the provision of the Services.
“Supplier Personnel”	means any individual engaged, directly or indirectly, or employed by the Supplier or any Sub-contractor in the management or performance of the Supplier’s obligations under this Agreement;
“UKAS”	means the United Kingdom Accreditation Service;

1. Introduction

1.1 This Schedule 9 (Security Management) sets out:

- 1.1.1 the arrangements the Supplier must implement before, and comply with when, providing the Services and performing its other obligations under this Agreement to ensure the security of the Buyer Data, the Services and the Supplier Information Management System;
- 1.1.2 the assessment of this Agreement as either a:
 - 1.1.2.1 Standard consultancy agreement; or
 - 1.1.2.2 Higher-risk consultancy agreement,

in Paragraph 3;
- 1.1.3 the Buyer’s access to the Supplier Personnel and Supplier Information Management System, in Paragraph 4;
- 1.1.4 the Certification Requirements, in Paragraph 5;
- 1.1.5 the requirements for a Security Management Plan in the case of higher-risk consultancy agreements, in Paragraph 6;
- 1.1.6 the security requirements with which the Supplier must comply in Annex 1;

2. Principles of Security

2.1 The Supplier acknowledges that the Buyer places great emphasis on the confidentiality, integrity and availability of the Buyer Data and, consequently on the security of:

2.1.1 the Sites;

2.1.2 the Services; and

2.1.3 the Supplier's Information Management System.

2.2 Notwithstanding the involvement of the Buyer in the assurance of the Supplier Information Management System, the Supplier remains responsible for:

2.2.1 the security, confidentiality, integrity and availability of the Buyer Data when that Buyer Data is under the control of the Supplier or any of its Sub-contractors; and

2.2.2 the security of the Supplier Information Management System.

2.3 The Supplier shall:

2.3.1 comply with the security requirements in Annex 1; and

2.3.2 ensure that each Sub-contractor that Processes Buyer Data complies with the Sub-contractor security requirements in Annex 1.

2.4 Where the Supplier, a Sub-contractor or any of the Supplier Personnel is granted access to the Buyer System or to the Buyer Equipment, it must comply with and ensure that all such Sub-contractors and Supplier Personnel comply with, all rules, policies and guidance provided to it and as updated from time to time concerning the Buyer System or the Buyer Equipment.

3. Buyer Risk Assessment

3.1 The Buyer has assessed this Agreement as

☒ A standard consultancy agreement;

☐ A higher-risk consultancy agreement.

4. Access to Supplier Personnel and Supplier Information Management System

4.1 The Buyer may require, and the Supplier must provide the Buyer and its authorised representatives with:

4.1.1 access to the Supplier Personnel;

4.1.2 access to the Information Management System to audit the Supplier and its Sub-contractors' compliance with this Agreement; and

4.1.3 such other information and/or documentation that the Buyer or its authorised representatives may reasonably require,

to assist the Buyer to establish whether the arrangements which the Supplier and its Sub-contractors have implemented in order to ensure the security of the Buyer Data and the Supplier Information Management System are consistent with the representations in the Security Management Plan.

4.2 The Supplier must provide the access required by the Buyer in accordance with Paragraph 5.6 within 10 Working Days of receipt of such request, except in the case of a Breach of Security in which case the Supplier shall provide the Buyer with the access that it requires within 24 hours of receipt of such request.

5. **Certification Requirements**

5.1 The Supplier shall ensure that, unless otherwise agreed by the Buyer, it is certified as compliant with:

5.1.1 In the case of a standard consultancy agreement:

☐ Cyber Essentials Plus;

☒ Cyber Essentials; or

5.1.2 In the case of a higher-risk consultancy agreement:

5.1.2.1 ISO/IEC 27001:2018 by a UKAS-approved certification body in respect of the Supplier Information Management System, or the Supplier Information Management System is included within the scope of a wider certification of compliance with ISO/IEC 27001:2018; and

5.1.2.2 Cyber Essentials Plus (the "Relevant Certifications").

- 5.2 Unless otherwise agreed by the Buyer, the Supplier must provide the Buyer with a copy of the Relevant Certifications before it begins to provide the Services.
- 5.3 The Supplier must ensure that at the time it begins to provide the Services, the Relevant Certifications are:
 - 5.3.1 Currently in effect;
 - 5.3.2 Relate to the full scope of the Supplier Information System; and
 - 5.3.3 Are not subject to any condition that may impact the provision of the Services.
- 5.4 The Supplier must notify the Buyer promptly, any in any event within three (3) Working Days of becoming aware that:
 - 5.4.1 A Relevant Certification has been revoked or cancelled by the body that awarded it;
 - 5.4.2 A Relevant Certification expired and has not been renewed by the Supplier;
 - 5.4.3 A Relevant Certification no longer applies to the full scope of the Supplier Information Management System or
 - 5.4.4 The body that awarded a Relevant Certification has made it subject to conditions, the compliance with which may impact the provision of the Services (each a “Certification Default”)
- 5.5 Where the Supplier has notified the Buyer of a Certification Default under Paragraph 6.4:
 - 5.5.1 the Supplier must, within 10 working Days of the date in which the Supplier provided notice under Paragraph 6.4 (or such other period as the Parties may agree) provide a draft plan (a “Certification Rectification Plan”) to the Supplier setting out:
 - 5.5.1.1 full details of the Certification Default, including a root cause analysis;
 - 5.5.1.2 the actual and anticipated effects of the Certification Default;

- 5.5.1.3 the steps the Supplier will take to remedy the Certification Default;
- 5.5.2 the Buyer must notify the Supplier as soon as reasonably practicable whether it accepts or rejects the Certification Rectification Plan;
- 5.5.3 If the Buyer rejects the Certification Rectification Plan, the Buyer must within 5 Working Days of the date of the rejection submit a revised Certification Rectification Plan and Paragraph 3.4.2 will apply to the re-submitted plan;
- 5.5.4 The rejection by the Buyer of a revised Certification Rectification Plan is a material Default of this Agreement;
- 5.5.5 If the Buyer accepts the Certification Rectification Plan, the Supplier must start work immediately on the plan.

6. **Security Management Plan**

Preparation of Security Management Plan

- 6.1 This Paragraph 7 applies only where the Buyer has assessed that this Agreement is a higher-risk consultancy agreement.
- 6.2 The Supplier shall document in the Security Management Plan how the Supplier and its Sub-contractors shall comply with the requirements set out in this Schedule 9 (Security Management) and the Agreement in order to ensure the security of the Buyer Data and the Supplier Information Management System.
- 6.3 The Supplier shall prepare and submit to the Buyer within 20 Working Days of the date of this Call-Off Contract, the Security Management Plan, which must include:
 - 6.3.1 an assessment of the Supplier Information Management System against the requirements of this Schedule 9 (Security Management), including the Annexes;
 - 6.3.2 the process the Supplier will implement immediately after it becomes aware of a Breach of Security to restore normal operations as quickly as possible, minimising any adverse impact on the Buyer Data, the Buyer, the Services and/or users of the Services; and
 - 6.3.3 the following information in respect of each Sub-contractor:

- 6.3.3.1 the Sub-contractor's:
 - (a) Legal name;
 - (b) Trading name (if any);
 - (c) Registration details (where the Sub-contractor is not an individual);
- 6.3.3.2 the Sites used by the Sub-contractor;
- 6.3.3.3 the Buyer Data Processed by the Sub-contractor;
- 6.3.3.4 the Processing that the Sub-contractor will undertake in respect of the Buyer Data;
- 6.3.3.5 the measures the Sub-contractor has in place to comply with the requirements of this Schedule 9 (Security Management).

6.4 The Buyer shall review the Supplier's proposed Security Management Plan as soon as possible and must issue the Supplier with either:

6.4.1 an information security approval statement, which shall confirm that the Supplier may use the Supplier Information Management System to Process Buyer Data; or

6.4.2 a rejection notice, which shall set out the Buyer's reasons for rejecting the Security Management Plan.

6.5 If the Buyer rejects the Supplier's proposed Security Management Plan, the Supplier must prepare a revised Security Management Plan taking the Buyer's reasons into account, which the Supplier must submit to the Buyer for review within 10 Working Days of the date of the rejection, or such other period agreed with the Buyer.

Updating Security Management Plan

6.6 The Supplier shall regularly review and update the Security Management Plan, and provide such to the Buyer, at least once each year and as required by this Paragraph.

Monitoring

6.7 The Supplier shall notify the Buyer within 2 Working Days after becoming aware of:

- 6.7.1 a significant change to the components or architecture of the Supplier Information Management System;
 - 6.7.2 a new risk to the components or architecture of the Supplier Information Management System;
 - 6.7.3 a vulnerability to the components or architecture of the Supplier Information Management System using an industry standard vulnerability scoring mechanism;
 - 6.7.4 a change in the threat profile;
 - 6.7.5 a significant change to any risk component;
 - 6.7.6 a significant change in the quantity of Personal Data held within the Service;
 - 6.7.7 a proposal to change any of the Sites from which any part of the Services are provided; and/or
 - 6.7.8 an ISO27001 audit report produced in connection with the Certification Requirements indicates significant concerns.
- 6.8 Within 10 Working Days of such notifying the Buyer or such other timescale as may be agreed with the Buyer, the Supplier shall make the necessary changes to the Security Management Plan and submit the updated Security Management Plan to the Buyer for review and approval.

ANNEX 1: SECURITY REQUIREMENTS

1. Location

1.1 Unless otherwise agreed with the Buyer, the Supplier must, and must ensure that its Sub-contractors must, at all times, store, access or process Buyer Data either:

1.1.1 In the United Kingdom;

1.1.2 The European Economic Area; or

1.1.3 In a facility operated by an entity where:

1.1.3.1 The entity has entered into a binding agreement with the Supplier or Sub-contractor (as applicable) containing the Standard Contractual Clauses;

1.1.3.2 The Supplier or Sub-contractor has taken reasonable steps to assure itself that the entity complies with the Standard Contractual Clauses;

1.1.3.3 The Supplier has provided the Buyer with such information as the Buyer requires concerning:

(a) The entity;

(b) The arrangements with the entity; and

(c) The entity's compliance with the Standard Contractual Clauses; and

1.1.3.4 The Buyer has not given the Supplier a Prohibition Notice under paragraph 1.3.

1.2 Where the Supplier cannot comply with one or more of the requirements of paragraph 1.1:

1.2.1 it must provide the Buyer with such information as the Buyer requests concerning the security controls in places at the relevant location or locations; and

1.2.2 the Buyer may grant approval to use that location or those locations, and that approval may include conditions; and

- 1.2.3 if the Buyer does not grant permission to use that location or those locations, the Supplier must cease to store, access or process Buyer Data at that location or those locations within such period as the Buyer may specify.
- 1.3 The Buyer may by notice in writing at any time give notice to the Supplier that it and its Sub-contractors must not undertake or permit to be undertaken, the storage, access or Processing Buyer Data as specified in the notice (a “**Prohibited Activity**”).
 - 1.3.1 in any particular country or group of countries;
 - 1.3.2 in or using facilities operated by any particular entity or group of entities;
or
 - 1.3.3 in or using any particular facility or group of facilities, whether operated by the Supplier, a Sub-contractor or a third-party entity (a “Prohibition Notice”).
- 1.4 Where the Supplier or Sub-contractor, on the date of the Prohibition Notice undertakes any Relevant Activities affected by the notice, the Supplier must, and must procure that Sub-contractors, cease to undertake that Prohibited Activity within 40 Working Days of the date of the Prohibition Notice.

2. **Vetting, Training and Staff Access**

Vetting before performing or managing Services

- 2.1 The Supplier must not engage Supplier Personnel, and must ensure that Sub-contractors do not engage Sub-contractor Personnel, in any activity relating to the performance and management of the Services unless:
 - 2.1.1 That individual has passed the security checks listed in paragraph 2.2; or
 - 2.1.2 The Buyer has given prior written permission for a named individual to perform a specific role.
- 2.2 For the purposes of paragraph 2.1, the security checks are:
 - 2.2.1 The checks required for the HMG Baseline Personnel Security Standard (BPSS) to verify:
 - 2.2.1.1 The individual's identity;

- 2.2.1.2 The individual's nationality and immigration status so as to demonstrate that they have a right to work in the United Kingdom;
- 2.2.1.3 The individual's previous employment history; and
- 2.2.1.4 That the individual has no Relevant Convictions;
- 2.2.2 National security vetting clearance to the level specified by the Buyer for such individuals or such roles as the Buyer may specify; or
- 2.2.3 Such other checks for the Supplier Personnel of Sub-contractors as the Buyer may specify.

Annual training

- 2.3 The Supplier must ensure, and ensure that Sub-contractors ensure, that all Supplier Personnel, complete and pass security training at least once every calendar year that covers:
 - 2.3.1 General training concerning security and data handling; and
 - 2.3.2 Phishing, including the dangers from ransomware and other malware;

Staff access

- 2.4 The Supplier must ensure, and ensure that Sub-contractors ensure, that individual Supplier Personnel can access only the Buyer Data necessary to allow individuals to perform their role and fulfil their responsibilities in the provision of the Services.
- 2.5 The Supplier must ensure, and ensure that Sub-contractors ensure, that where individual Supplier Personnel no longer require access to the Buyer Data or any part of the Buyer Data, their access to the Buyer Data or that part of the Buyer Data is revoked immediately when their requirement to access Buyer Data ceases.
- 2.6 Where requested by the Buyer, the Supplier must remove, and must ensure that Sub-contractors remove, an individual Supplier Personnel's access to the Buyer Data or part of that Buyer Data specified by the Buyer as soon as practicable and in any event within 24 hours of the request.

Exception for certain Sub-contractors

- 2.7 Where the Supplier considers it cannot ensure that a Sub-contractors will undertake the relevant security checks on any Sub-contractor Personnel, it must:
- 2.7.1 As soon as practicable, and in any event within 20 Working Days of becoming aware of the issue, notify the Buyer;
 - 2.7.2 Provide such information relating to the Sub-contractor, its vetting processes and the roles the affected Supplier Personnel will perform as the Buyer reasonably requires; and
 - 2.7.3 Comply, at the Supplier's cost, with all directions the Buyer may provide concerning the vetting of the affected Sub-contractor Personnel and the management of the Sub-contractor.

3. **Security Testing**

- 3.1 This paragraph applies only where the Buyer has assessed that this Agreement is a higher-risk consultancy agreement.

Note: the definition of Supplier Information Management System includes those information and communications technology systems that Sub-contractors will use to assist or contribute to the Supplier providing the Services.

- 3.2 The Supplier must, at the Buyer's option, before providing the Services and when reasonably requested by the Buyer, either:
- 3.2.1 Conduct security testing of the Supplier Information Management System by:
 - 3.2.1.1 engaging a CHECK Service Provider or a CREST Service Provider;
 - 3.2.1.2 designing and implementing the testing so as to minimise its impact on the Supplier Information Management System and the delivery of the Services; and
 - 3.2.1.3 providing the Buyer with a full, unedited and unredacted copy of the testing report without delay and in any event within 10 Working Days of its receipt by the Supplier; or
 - 3.2.2 Provide details of any security testing undertaken by a CHECK Service Provider or a CREST Service Provider in respect of the Supplier

Information Management System in the calendar year immediately preceding the Buyer's request or the Effective Date (as appropriate), including:

- 3.2.2.1 the parts of the Supplier Information Management System tested;
- 3.2.2.2 a full, unedited and unredacted copy of the testing report; and
- 3.2.2.3 the remediation plan prepared by the Supplier to address any vulnerabilities disclosed by the security testing; and
- 3.2.2.4 the Supplier's progress in implementing that remediation plan.

3.3 The Supplier must remediate any vulnerabilities classified as "medium" or above in the security testing:

3.3.1 before Processing Buyer data where the vulnerability is discovered before the Supplier begins to process Authority Data;

3.3.2 where the vulnerability is discovered when the Supplier has begun to Process Buyer Data:

3.3.2.1 by the date agreed with the Buyer; or

3.3.2.2 where no such agreement is reached:

- (a) within 5 Working Days of becoming aware of the vulnerability and its classification where the vulnerability is classified as critical;
- (b) within 1 month of becoming aware of the vulnerability and its classification where the vulnerability is classified as high; and
- (c) within 3 months of becoming aware of the vulnerability and its classification where the vulnerability is classified as medium.

4. End-user Devices

- 4.1 The Supplier must manage, and must ensure that all Sub-contractors manage, all End-user Devices on which Buyer Data is stored or processed in accordance the following requirements:
- 4.1.1 the operating system and any applications that store, process or have access to Buyer Data must be in current support by the vendor, or the relevant community in the case of open source operating systems or applications;
 - 4.1.2 users must authenticate before gaining access;
 - 4.1.3 all Buyer Data must be encrypted using a encryption tool agreed to by the Buyer;
 - 4.1.4 the End-user Device must lock and require any user to re-authenticate after a period of time that is proportionate to the risk environment, during which the End-user Device is inactive;
 - 4.1.5 the End-User Device must be managed in a way that allows for the application of technical policies and controls over applications that have access to Buyer Data;
 - 4.1.6 the Supplier or Sub-contractor, as applicable, can, without physical access to the End-user Device, remove or make inaccessible all Buyer Data on the device and prevent any user or group of users from accessing the device;
 - 4.1.7 all End-user Devices are within in the scope of any current Cyber Essentials Plus certificate held by the Supplier, or any ISO/IEC 27001:2018 certification issued by a UKAS-approved certification body, where the scope of that certification includes the Services.
- 4.2 The Supplier must comply, and ensure that all Sub-contractors comply, with the recommendations in NCSC Device Guidance as if those recommendations were incorporated as specific obligations under this Agreement.
- 4.3 Where there any conflict between the requirements of this Schedule [9] (Security Management) and the requirements of the NCSC Device Guidance, the requirements of this Schedule will take precedence.

5. Encryption

- 5.1 Unless paragraph 5.2 applies, the Supplier must ensure, and must ensure that all Sub-contractors ensure, that Buyer Data is encrypted:
- 5.1.1 When stored at any time when no operation is being performed on it; and
 - 5.1.2 When transmitted.
- 5.2 Where the Supplier, or a Sub-contractor, cannot encrypt Buyer Data as required by paragraph 5.1, the Supplier must:
- 5.2.1 immediately inform the Buyer of the subset or subsets of Buyer Data it cannot encrypt and the circumstances in which and the reasons why it cannot do so;
 - 5.2.2 provide details of the protective measures the Supplier or Sub-contractor (as applicable) proposes to take to provide equivalent protection to the Buyer as encryption;
 - 5.2.3 provide the Buyer with such information relating to the Buyer Data concerned, the reasons why that Buyer Data cannot be encrypted and the proposed protective measures as the Buyer may require.
- 5.3 The Buyer, the Supplier and, where the Buyer requires, any relevant Sub-contractor shall meet to agree appropriate protective measures for the unencrypted Buyer Data.
- 5.4 This paragraph applies where the Buyer has assessed that this Agreement is a higher-risk consultancy agreement.
- Where the Buyer and Supplier reach agreement, the Supplier must update the Security Management Plan to include:
- 5.4.1 The subset or subsets of Buyer Data not encrypted and the circumstances in which that will occur;
 - 5.4.2 The protective measure that the Supplier and/or Sub-contractor will put in place in respect of the unencrypted Buyer Data.
- 5.5 Where the Buyer and Supplier do not reach agreement within 40 Working Days of the date on which the Supplier first notified the Buyer that it could not encrypt certain Buyer Data, either party may refer the matter to be determined by an expert in accordance with the Dispute Resolution Procedure .

6. Access Control

- 6.1 The Supplier must, and must ensure that all Sub-contractors:
 - 6.1.1 identify and authenticate all persons who access the Supplier Information Management System and Sites before they do so;
 - 6.1.2 require multi-factor authentication for all user accounts that have access to Buyer Data or that are Privileged Users;
 - 6.1.3 allow access only to those parts of the Supplier Information Management System and Sites that those persons require;
 - 6.1.4 maintain records detailing each person's access to the Supplier Information Management System and Sites, and make those records available to the Buyer on request.
- 6.2 The Supplier must ensure, and must ensure that all Sub-contractors ensure, that the user accounts for Privileged Users of the Supplier Information Management System:
 - 6.2.1 are accessible only from dedicated End-user Devices;
 - 6.2.2 are configured so that those accounts can only be use for system administration tasks;
 - 6.2.3 require passwords with high complexity that are changed regularly;
 - 6.2.4 automatically log the user out of the Supplier Information Management System after a period of time that is proportionate to the risk environment during which the account is inactive.
- 6.3 The Supplier must require, and must ensure that all Sub-contractors require, that Privileged Users use unique and substantially different passwords for their different accounts on the Supplier Information Management System.
- 6.4 The Supplier must, and must ensure that all Sub-contractors:
 - 6.4.1 configure any hardware that forms part of the Supplier Information Management System that is capable of requiring a password before it is accessed to require a password; and

- 6.4.2 change the default password of that hardware to a password of high complexity that is substantially different from the password required to access similar hardware.

7. Malicious Software

- 7.1 The Supplier shall install and maintain Anti-virus Software or procure that Anti-virus Software is installed and maintained on the Supplier Information Management System.
- 7.2 The Supplier shall ensure that such Anti-virus Software:
 - 7.2.1 is configured to perform automatic software and definition updates;
 - 7.2.2 performs regular scans of the Supplier Information Management System to check for and prevent the introduction of Malicious Software; and
 - 7.2.3 where Malicious Software has been introduced into the Supplier Information Management System, identifies, contains the spread of, and minimises the impact of Malicious Software.
- 7.3 If Malicious Software is found, the Parties shall cooperate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Buyer Data, assist each other to mitigate any Losses and to restore the Services to their desired operating efficiency.
- 7.4 Any cost arising out of the actions of the parties taken in compliance with the provisions of Paragraph 7.3 shall be borne by the parties as follows:
 - 7.4.1 by the Supplier where the Malicious Software originates from the Supplier Software, any third-party software licenced by the Supplier or the Buyer Data (whilst the Buyer Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and
 - 7.4.2 by the Buyer, in any other circumstance.

8. Breach of Security

- 8.1 If either party becomes aware of a Breach of Security it shall notify the other as soon as reasonably practicable after becoming aware of the breach, and in any event within 24 hours..
- 8.2 The Supplier must, upon becoming aware of a Breach of Security or attempted Breach of Security immediately take those steps identified in the Security Management Plan (if applicable) and all other reasonably steps necessary to:
- 8.2.1 minimise the extent of actual or potential harm caused by such Breach of Security;
 - 8.2.2 remedy such Breach of Security to the extent possible;
 - 8.2.3 apply a tested mitigation against any such Breach of Security; and
 - 8.2.4 prevent a further Breach of Security in the future which exploits the same root cause failure;
- 8.3 As soon as reasonably practicable and, in any event, within 5 Working Days, or such other period agreed with the Buyer, following the Breach of Security or attempted Breach of Security, provide to the Buyer full details of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.
- 8.4 The Supplier must take the steps required by paragraph 8.2 at its own cost and expense.
9. **Sub-contractors**
- 9.1 The Supplier must assess the parts of the information and communications technology system and the Sites that its Sub-contractors will use to provide the Services against the NCSC Cloud Security Principles at their own cost and expense to demonstrate that the people, process, technical and physical controls have been delivered in an effective way. The Sub-contractor must document that assessment and make that documentation available to the Buyer at the Buyer's request.
10. **Third-party Software**
- 10.1 The Supplier must not, and must ensure that Sub-contractors do not, use any software to Process Buyer Data where the licence terms of that software purport to

grant the licensor rights to Progress the Buyer Data greater than those rights strictly necessary for the use of the software.

11. Deletion of Buyer Data

- 11.1 The Supplier must, and must ensure that all Sub-contractors, securely erase any or all Buyer Data held by the Supplier or Sub-contractor when requested to do so by the Buyer using a deletion method that ensures that even a determined expert using specialist techniques can recover only a small fraction of the data deleted.

Call-Off Schedule 10 (Exit Management)

1. Definitions

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

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

"Replacement Goods"	8 any goods which are substantially similar to any of the Goods and which the Client receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Client internally and/or by any third party;
"Replacement Services"	9 any services which are substantially similar to any of the Services and which the Client receives in substitution for any of the Services following the End Date, whether those goods are provided by the Client internally and/or by any third party;
"Termination Assistance"	10 the activities to be performed by the Agency pursuant to the Exit Plan, and other assistance required by the Client pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	11 has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	12 the period specified in a Termination Assistance Notice for which the Agency is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	13 Exclusive Assets which are capable of legal transfer to the Client ;
"Transferable Contracts"	14 Sub-Contracts, licences for the Agency's software, licences for third party software or other agreements which are necessary to enable the Client or any Replacement agency to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	15 has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	16 has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2. Agency must always be prepared for contract exit

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

- 2.2 During the Contract Period, the Agency shall promptly:
- 2.2.1 create and maintain a detailed register of all Agency 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
 - 2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Agency provides the Deliverables
- ("Registers").
- 2.3 The shall:
- 2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
 - 2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Client) at the request of the Client to the Client (and/or its nominee) and/or any Replacement Agency upon the Agency ceasing to provide the Deliverables (or part of them) and if the Agency is unable to do so then the Agency shall promptly notify the Client and the Client may require the Agency to procure an alternative Subcontractor or provider of Deliverables.
- 2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.
- 2.5 The Agency shall ensure at no cost to the Client that all digital data that is the Existing IPR of the Client or New IPR to be assigned to the Client can be identified and returned to the Client in an open format on demand and advise the Client of any Transferable Contracts and technical information that would assist in the continued use of such data.

3. Assisting re-competition for Deliverables

- 3.1 The Agency shall, on reasonable notice, provide to the Client and/or its potential Replacement Agencies (subject to the potential Replacement Agencies entering into reasonable written confidentiality undertakings), such information (including any access) as the Client shall reasonably require in order to facilitate the preparation by the Client of any invitation to tender and/or to facilitate any potential Replacement Agencies undertaking due diligence (the "**Exit Information**").
- 3.2 The Agency acknowledges that the Client may disclose the Agency's Confidential Information (excluding the Agency's or its Subcontractors' prices or costs) to an actual or prospective Replacement Agency to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Agency shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Client 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 Client in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those

Deliverables; and not be disadvantaged in any procurement process compared to the Agency.

4. Exit Plan

4.1 The Agency shall, within one (1) Months after the Start Date, deliver to the Client an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Client.

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

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

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

4.3.2 how the Deliverables will transfer to the Replacement Agency and/or the Client;

4.3.3 details of any contracts which will be available for transfer to the Client and/or the Replacement Agency upon the Expiry Date together with any reasonable costs required to effect such transfer;

4.3.4 proposals for the training of key members of the Replacement Agency's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;

4.3.5 proposals for providing the Client or a Replacement Agency copies of all documentation (including without limitation database schema and any other digital resources) relating to the use and operation of the Deliverables and required for their continued use;

4.3.6 proposals for the assignment or novation of all services utilised by the Agency in connection with the supply of the Deliverables;

4.3.7 proposals for the identification and return, or transfer to the Replacement Agency, of all Client Assets in the possession of and/or control of the Agency or any third party;

4.3.8 proposals for the disposal of any redundant Deliverables and materials;

4.3.9 how the Agency will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and

4.3.10 any other information or assistance reasonably required by the Client or a Replacement Agency.

4.4 The Agency shall:

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

(a) no later than [twenty (20) Working Days] after a request from the Client for an up-to-date copy of the Exit Plan;

(b) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than [ten (10) Working Days] after the date of the Termination Assistance Notice;

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

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

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

5. Termination Assistance

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

5.1.1 the nature of the Termination Assistance required; and

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

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

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

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

- 5.3 The Client shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Agency.
- 5.4 In the event that Termination Assistance is required by the Client but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Agency will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Client approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

6.1 Throughout the Termination Assistance Period the Agency shall:

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

6.1.2 provide to the Client and/or its Replacement Agency any reasonable assistance and/or access requested by the Client and/or its Replacement Agency including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Client and/or its Replacement Agency;

6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Client;

6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Key Performance Indicators (KPI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Agency's obligations under this Contract;

6.1.5 at the Client's request and on reasonable notice, deliver up-to-date Registers to the Client;

6.1.6 seek the Client's prior written consent to access any Client Premises from which the de-installation or removal of Agency Assets is required.

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

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

7. Obligations when the contract is terminated

7.1 The Agency shall comply with all of its obligations contained in the Exit Plan.

7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Agency's performance of the Deliverables and the Termination Assistance), the Agency shall:

7.2.1 vacate any Client Premises;

7.2.2 remove the Agency Equipment together with any other materials used by the Agency to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Agency 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 Agency;

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

(a) such information relating to the Deliverables as remains in the possession or control of the Agency; and

(b) such members of the Agency Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Agency, provided that the Client and/or the Replacement Agency shall pay the reasonable costs of the Agency actually incurred in responding to such requests for access.

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

8. Assets, Sub-contracts and Software

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

8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or

8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Agency Assets or acquire any new Agency Assets.

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

8.2.1 which, if any, of the Transferable Assets the Client requires to be transferred to the Client and/or the Replacement Agency ("**Transferring Assets**");

8.2.2 which, if any, of:

(a) the Exclusive Assets that are not Transferable Assets; and

(b) the Non-Exclusive Assets,

the Client and/or the Replacement Agency requires the continued use of; and

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

in order for the Client and/or its Replacement Agency to provide the Deliverables from the expiry of the Termination Assistance Period. The Agency shall provide all reasonable assistance required by the Client and/or its Replacement Agency to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

- 8.3 With effect from the expiry of the Termination Assistance Period, the Agency shall sell the Transferring Assets to the Client and/or the Replacement Agency for their Net Book Value less any amount already paid for them through the Charges.
- 8.4 Risk in the Transferring Assets shall pass to the Client or the Replacement Agency (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.

- 8.5 Where the Client and/or the Replacement Agency requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Agency shall as soon as reasonably practicable:
- 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Client and/or the Replacement Agency to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - 8.5.2 procure a suitable alternative to such assets, the Client or the Replacement Agency to bear the reasonable proven costs of procuring the same.
- 8.6 The Agency shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Client and/or the Replacement Agency. The Agency shall execute such documents and provide such other assistance as the Client reasonably requires to effect this novation or assignment.
- 8.7 The Client shall:
- 8.7.1 accept assignments from the Agency or join with the Agency in procuring a novation of each Transferring Contract; and
 - 8.7.2 once a Transferring Contract is novated or assigned to the Client and/or the Replacement Agency, 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 Agency does the same.
- 8.8 The Agency shall hold any Transferring Contracts on trust for the Client until the transfer of the relevant Transferring Contract to the Client and/or the Replacement Agency has taken place.
- 8.9 The Agency shall indemnify the Client (and/or the Replacement Agency, 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 Client (and/or Replacement Agency) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

9. No charges

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

10. Dividing the bills

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

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

Call-Off Schedule 13 (Implementation Plan and Testing)

Part A - Implementation

1. Definitions

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

"Delay"	a) a delay in the Achievement of a Milestone by its Milestone Date; or b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
"Deliverable Item"	17 an item or feature in the supply of the Deliverables delivered or to be delivered by the Agency at or before a Milestone Date listed in the Implementation Plan;
"Milestone Payment"	18 a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone;
Implementation Period"	19 has the meaning given to it in Paragraph 7.1;

2. Agreeing and following the Implementation Plan

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

then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

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

3. Reviewing and changing the Implementation Plan

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

4. Security requirements before the Start Date

- 4.1 The Agency shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Agency Staff have the necessary security clearance in place before the Call-Off Start Date. The Agency shall ensure that this is reflected in their Implementation Plans.
- 4.2 The Agency shall ensure that all Agency Staff and Subcontractors do not access the Client's IT systems, or any IT systems linked to the Client, unless they have satisfied the Client's security requirements.
- 4.3 The Agency shall be responsible for providing all necessary information to the Client to facilitate security clearances for Agency Staff and Subcontractors in accordance with the Client's requirements.
- 4.4 The Agency shall provide the names of all Agency Staff and Subcontractors and inform the Client of any alterations and additions as they take place throughout the Call-Off Contract.
- 4.5 The Agency shall ensure that all Agency Staff and Subcontractors requiring access to the Client Premises have the appropriate security clearance. It is the Agency's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Client, the Agency shall be responsible for meeting the costs associated with the provision of security cleared escort services.
- 4.6 If a property requires Agency Staff or Subcontractors to be accompanied by the Client's Authorised Representative, the Client must be given reasonable notice of such a requirement, except in the case of emergency access.

5. What to do if there is a Delay

5.1 If the Agency becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:

5.1.1 notify the Client as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;

5.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;

5.1.3 comply with the Client's instructions in order to address the impact of the Delay or anticipated Delay; and

5.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

6. Compensation for a Delay

6.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Agency shall pay to the Client such Delay Payments (calculated as set out by the Client in the Implementation Plan) and the following provisions shall apply:

6.1.1 the Agency acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Client as a result of the Agency's failure to Achieve the corresponding Milestone;

6.1.2 Delay Payments shall be the Client's exclusive financial remedy for the Agency's failure to Achieve a Milestone by its Milestone Date except where:

- (a) the Client is entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Client can end this contract); or
- (b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;

6.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;

6.1.4 no payment or other act or omission of the Client shall in any way affect the rights of the Client to recover the Delay Payments or be deemed to be a waiver of the right of the Client to recover any such damages; and

6.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

Part B - Testing

1. Definitions

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

"Component"	20 any constituent parts of the Deliverables;
"Material Test Issue"	21 a Test Issue of Severity Level 1 or Severity Level 2;
"Satisfaction Certificate"	22 a certificate materially in the form of the document contained in Annex 2 issued by the Client when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
"Severity Level"	23 the level of severity of a Test Issue, the criteria for which are described in Annex 1;
"Test Issue Management Log"	24 a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule;
"Test Issue Threshold"	25 in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
"Test Reports"	26 the reports to be produced by the Agency setting out the results of Tests;
"Test Specification"	27 the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of this Schedule;
"Test Strategy"	28 a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule;
"Test Success Criteria"	29 in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule;

"Test Witness"	30 any person appointed by the Client pursuant to Paragraph 9 of this Schedule; and
"Testing Procedures"	31 the applicable testing procedures and Test Success Criteria set out in this Schedule.

2. How testing should work

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

3. Planning for testing

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

3.2.7 a high level identification of the resources required for Testing including Client and/or third party involvement in the conduct of the Tests;

3.2.8 the technical environments required to support the Tests; and

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

4. Preparing for Testing

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

4.2 Each Test Plan shall include as a minimum:

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

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

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

5. Passing Testing

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

6. How Deliverables will be tested

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

6.2 Each Test Specification shall include as a minimum:

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

6.2.2 a plan to make the resources available for Testing;

6.2.3 Test scripts;

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

6.2.5 expected Test results, including:

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

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

7. Performing the tests

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

Certificate, the Agency shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

8. Discovering Problems

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

9. Test witnessing

- 9.1 The Client may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Client, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 9.2 The Agency shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 9.3 The Test Witnesses:
 - 9.3.1 shall actively review the Test documentation;
 - 9.3.2 will attend and engage in the performance of the Tests on behalf of the Client so as to enable the Client to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
 - 9.3.3 shall not be involved in the execution of any Test;
 - 9.3.4 shall be required to verify that the Agency conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
 - 9.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Client to assess whether the Tests have been Achieved;
 - 9.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
- 9.4 may require the Agency to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

10. Auditing the quality of the test

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

11. Outcome of the testing

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

- 11.4 The Client shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
- 11.4.1 the issuing by the Client of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
 - 11.4.2 performance by the Agency to the reasonable satisfaction of the Client of any other tasks identified in the Implementation Plan as associated with that Milestone.
- 11.5 The grant of a Satisfaction Certificate shall entitle the Agency to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).
- 11.6 If a Milestone is not Achieved, the Client shall promptly issue a report to the Agency setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.
- 11.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Client shall issue a Satisfaction Certificate.
- 11.8 If there is one or more Material Test Issue(s), the Client shall refuse to issue a Satisfaction Certificate and, without prejudice to the Client's other rights and remedies, such failure shall constitute a material Default.
- 11.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Client may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
- 11.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Client agrees otherwise (in which case the Agency shall submit a Rectification Plan for approval by the Client within 10 Working Days of receipt of the Client's report pursuant to Paragraph 10.5); and
 - 11.9.2 where the Client issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

12. Risk

- 12.1 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:
- 12.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Client's requirements for that Deliverable or Milestone; or
 - 12.1.2 affect the Client's right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

Annex 1: Test Issues – Severity Levels

1. Severity 1 Error

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

2. Severity 2 Error

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

3. Severity 3 Error

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

4. Severity 4 Error

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

5. Severity 5 Error

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

Annex 2: Satisfaction Certificate

To: [insert name of Agency]

From: [insert name of Client]

[insert Date dd/mm/yyyy]

Dear Sirs,

Satisfaction Certificate

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

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

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

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

[OR]

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

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

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Client]

Call-Off Schedule 14 (Service Levels)

1. Definitions

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

“Critical Service Level Failure”

has the meaning given to it in the Order Form;

"Service Level Failure"	32	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	33	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
"Service Level Threshold"	34	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

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

- 2.1 The Agency shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Agency shall send Performance Monitoring Reports to the Client detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.3 Not more than once in each Contract Year, the Client may, on giving the Agency at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Agency shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
 - 2.3.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
 - 2.3.2 the principal purpose of the change is to reflect changes in the Client's business requirements and/or priorities or to reflect changing industry standards; and

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 3.1 the Client shall be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Agency 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 Client to terminate this Contract and/or to claim damages from the Agency for material Default.

Part A: Service Levels

1. Service Levels

If the level of performance of the Agency:

- 1.1 is likely to or fails to meet any Service Level Performance Measure; or
- 1.2 is likely to cause or causes a Critical Service Failure to occur,

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

- 1.a.1 require the Agency to immediately take all remedial action that is reasonable to mitigate the impact on the Client and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
- 1.a.2 instruct the Agency to comply with the Rectification Plan Process;
- 1.a.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Agency to the Client; and/or
- 1.a.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).

Annex A to Part A: Services Levels

[Guidance Note: The following are included by way of example only. Procurement-specific Service Levels should be incorporated]

Service Levels			
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold
[Accurate and timely billing of Client	Accuracy /Timelines	at least 98% at all times	[]
Access to Client support	Availability	at least 98% at all times	[]

Part B: Performance Monitoring

2. Performance Monitoring and Performance Review

- 2.1 Within twenty (20) Working Days of the Start Date the Agency shall provide the Client 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.

2.2 The Agency shall provide the Client with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

2.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;

2.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;

2.2.3 details of any Critical Service Level Failures;

2.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;

2.2.5 such other details as the Client may reasonably require from time to time.

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

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

2.3.2 be attended by the Agency's Representative and the Client's Representative; and

2.3.3 be fully minuted by the Agency and the minutes will be circulated by the Agency to all attendees at the relevant meeting and also to the Client's Representative and any other recipients agreed at the relevant meeting.

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

2.5 The Agency shall provide to the Client such documentation as the Client may reasonably require in order to verify the level of the performance by the Agency for any specified Service Period.

3. Satisfaction Surveys

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

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

1. Definitions

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

"Contract Manager"	the manager appointed in accordance with paragraph 2.1 of this Schedule;
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2. Managing the contract

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

2.2 The Parties shall ensure that appropriate resource and expertise is made available to deliver the aims, objectives and specific provisions of the Contract. The Client will give the Agency instructions as to its requirements for the Deliverables. These will be included in a Statement of Work and may include start and end dates for each stage of the proposed Deliverables.

2.3 During the Contract Period, the Agency will:

2.3.1 keep the Client fully informed as to the progress and status of all Deliverables, by preparing and submitting written reports at such intervals and in such format as is agreed by the Parties; and

2.3.2 promptly inform the Client of any actual or anticipated problems relating to provision of the Deliverables. Receipt of communication from the Agency by the Client does not absolve the Agency from its responsibilities, obligations or liabilities under the Contract.

2.4 During the Contract Period, the Parties' respective Contract Managers will arrange and attend meetings to review the status and progress of the Deliverables and to seek to resolve any issues that have arisen. These meetings will be held at locations and intervals as agreed by the Parties.

2.5 Unless otherwise agreed in the Statement of Work, the Agency will produce contact reports providing each Party with a written record of matters of substance discussed at meetings or in telephone conversations between the parties within 3 Working Days of such discussions. If the Client does not question any of the subject matter of a contact report within 7 Working Days of its receipt, it will be taken to be a correct record of the meeting or telephone conversation.

3. Approvals and Authority

3.1 For the purposes of this Contract, any reference to Client Approval means written approval in one of the following ways:

- 3.1.1 the Client issuing a purchase order bearing the signature of an Authorised Client Approver, or
- 3.1.2 e-mail from the individual business e-mail address of an Authorised Client Approver, or
- 3.1.3 the signature of an Authorised Client Approver on the Agency's documentation.
- 3.2 Any reference to Agency Approval means written approval in one of the following ways:
 - 3.2.1 e-mail from the individual business e-mail address of an Authorised Agency Approver, or
 - 3.2.2 the signature of an Authorised Agency Approver on the Client's documentation.
- 3.3 The Agency will seek the Client's prior Approval of:
 - 3.3.1 any estimates or quotations for any costs to be paid by the Client that are not agreed in a Statement of Work; and
 - 3.3.2 any creative treatments, including but not limited to scripts, messaging, storyboards, copy, layouts, design, artwork, or proposed marketing activity.
- 3.4 The Agency will seek the Client's prior Approval of any draft Deliverables. The Client's Approval will be the Agency's authority to proceed with the use of the relevant Deliverables.
- 3.5 If the Client does not approve of any matter requiring Approval, it must notify the Agency of its reasons for disapproval within 14 days of the Agency's request.
- 3.6 If the Client delays approving or notifying the Agency as to its disapproval, the Agency will not be liable for any resulting delays or adverse impact caused to the delivery of the Statement of Work.

4. Monitoring Campaign Performance

- 4.1 The Agency agrees to provide access to data and support for Audits undertaken by the Client and its Auditors under the CRTPA relating to campaign performance under the Contract during and after campaigns.
- 4.2 The Agency will fully comply with all remote access requests.
- 4.3 The Auditor may share data with relevant key stakeholders as necessary to complete the work. Where the Client carries out an Audit it will own the resulting report and may share non-sensitive outcomes as appropriate.
- 4.4 The Agency and the Client will agree a plan to address Audit findings to optimise campaign performance.

5. Contract Risk Management

- 5.1 Both Parties will proactively manage risks attributed to them under the terms of this Contract.
- 5.2 The Agency will develop, operate, maintain and amend, as agreed with the Client, processes for:
 - 5.2.1 the identification and management of risks;

5.2.2 the identification and management of issues; and

5.2.3 monitoring and controlling project plans.

6. International Work

6.1 The management and process for Client billing under Statements of Work including international work is to be agreed prior to the commencement of the Statement of Work and set out in the Statement of Work or Letter of Appointment.

Annex: Contract Boards

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

[Guidance note: Details of additional boards to be inserted.]

Call-Off Schedule 16 (Benchmarking)

1. DEFINITIONS

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

"Benchmark Review"	35 a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;
"Benchmarked Deliverables"	36 any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;
"Comparable Rates"	37 the Charges for Comparable Deliverables;
"Comparable Deliverables"	38 deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Agency shall propose an approach for developing a comparable Deliverables benchmark;
"Comparison Group"	39 a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Agency or which are similarly structured in terms of their business and their service offering

so as to be fair comparators with the Agency or which, are best practice organisations;

"Equivalent Data"	40	data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;
"Good Value"	41	that the Benchmarked Rates are within the Upper Quartile; and
"Upper Quartile"	42	in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables.

2. When you should use this Schedule

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

3. Benchmarking

3.1 How benchmarking works

3.1.1 The Client and the Agency recognise that, where specified in Framework Schedule 4 (Framework Management), the Client may give CCS the right to enforce the Client's rights under this Schedule.

3.1.2 The Client may, by written notice to the Agency, require a Benchmark Review of any or all of the Deliverables.

3.1.3 The Client shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Commencement Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.

3.1.4 The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.

3.1.5 The Deliverables that are to be the Benchmarked Deliverables will be identified by the Client in writing.

3.1.6 Upon its request for a Benchmark Review the Client shall nominate a benchmarker. The Agency must approve the nomination within ten (10) Working Days unless the Agency provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Client

may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.

3.1.7 The cost of a benchmarker shall be borne by the Client (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Agency and the relevant portion shall be reimbursed by the Client.

3.2 Benchmarking Process

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

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

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

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

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

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

- (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Agency's professional judgment using:
 - (i) market intelligence;
 - (ii) the benchmarker's own data and experience;
 - (iii) relevant published information; and
 - (iv) pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;

- (b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
- (c) using the Equivalent Data, calculate the Upper Quartile;
- (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.

3.2.6 The Agency shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Agency agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.

3.2.7 In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:

- (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
- (b) exchange rates;
- (c) any other factors reasonably identified by the Agency, which, if not taken into consideration, could unfairly cause the Agency's pricing to appear non-competitive.

3.3 Benchmarking Report

3.3.1 For the purposes of this Schedule "**Benchmarking Report**" shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;

3.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Client, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:

- (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
- (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
- (c) include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Agency has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.

3.3.3 The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Client in accordance with Clause 24 (Changing the contract).

Call-Off Schedule 18 (Background Checks)

1. When you should use this Schedule

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

2. Definitions

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

3. Relevant Convictions

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

3.1.2 Notwithstanding Paragraph 2.1.1 for each member of Agency Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Client owes a special duty of care, the Agency must (and shall procure that the relevant Sub-Contractor must):

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

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

Annex 1 – Relevant Convictions

None to declare.

Call-Off Schedule 20 (Call-Off Specification)

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

BRIEF TEMPLATE

Department/Organisation:

Contact name:

Contact email:

Framework ref:

Date issued:

Response deadline:

Summary

- a) The problem
- b) Mandatory constraints/ services required
- c) Constraints that may preclude agencies from accepting this brief
- d) Budget
- e) Timescales

The Problem (and Objectives)

- a) Outcome goals
- b) Business/ brand/ channel objectives
- c) SMART objective/ policy objective

Context (Insight)

- a) About our organisation
- b) Outline of the policy context
- c) Data, research and useful links
- d) Previous communications activity

Audiences

- a) Audience data
- b) Current audience insight
- c) Customer journey
- d) Stakeholders and influencers
- e) Think/ feel/ do

Strategy

- a) Existing strategy
- b) Known sensitivities
- c) Branding arrangements
- d) Constraints – for example if the strategy must include a certain channel (eg TV)
- e) Conflicts of interest/ reputational constraints

Agency requirement (Implementation)

- a) Requirements
- b) Role of the agency
- c) Management and staffing
- d) OASIS outline Key delivery milestones

Agency response (Evaluation)

- a) OASIS outline
- b) Marking scheme
- c) Further stage(s)

Appointment and timings (Scoring / Evaluation)

- a) Timescales for tender (stages/ award)
- b) Contract length
- c) Total contract value

Special Term 1 – Additional Insurance Requirements

1. The insurance(s) required will be:
 - a minimum insurance period of 1 years following the expiration or Ending of this Call-Off Contract

- professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the specified services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)
- employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law

