

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

## Order Form

CALL-OFF REFERENCE: Ecm11763

CALL-OFF TITLE: MI activities related to FAS

CALL-OFF CONTRACT DESCRIPTION: Provision of Augmented Resources to support the FAS Programme by undertaking testing and Quality Assurance of reports written by a 3rd party and to write/test new reports

THE BUYER: Department for Work and Pensions.

BUYER ADDRESS [Redacted]

THE SUPPLIER: Tata Consultancy Services Limited

SUPPLIER ADDRESS: [Redacted]

REGISTRATION NUMBER: [Redacted]

DUNS NUMBER: [Redacted]

SID4GOV ID: N/A

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 19 February 2024. It's issued under the Framework Contract with the reference number RM6263 for the provision of Digital Specialists and Programmes Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

**CALL-OFF LOT(S):**

Lot 2 – Digital Specialist

**CALL-OFF INCORPORATED TERMS**

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions) RM6263
3. Framework Special Terms

4. The following Schedules in equal order of precedence:

- Joint Schedules for RM6263
  - Joint Schedule 1 (Definitions)
  - Joint Schedule 2 (Variation Form)
  - Joint Schedule 3 (Insurance Requirements)
  - Joint Schedule 4 (Commercially Sensitive Information)
  - Joint Schedule 5 (Corporate Social Responsibility) RM6263
  - Joint Schedule 6 (Key Subcontractors)
  - Joint Schedule 10 (Rectification Plan)
  - Joint Schedule 11 (Processing Data)
  - Joint Schedule 13 (Cyber Essentials)
- Call-Off Schedules for RM6263
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 3 (Continuous Improvement)
  - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
  - Call-Off Schedule 6 (Intellectual Property Rights and Additional
  - Terms on Digital Deliveries

- 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 18 (Background Checks)
- Call-Off Schedule 20 (Call-Off Specification)

5. CCS Core Terms (version 3.0.11)

6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

**CALL-OFF SPECIAL TERMS**

The following Special Terms are incorporated into this Call-Off Contract:N/A

CALL-OFF START DATE: 4<sup>th</sup> March 2024

CALL-OFF EXPIRY DATE: 6<sup>th</sup> September 2024

CALL-OFF INITIAL PERIOD: 27 weeks

CALL-OFF OPTIONAL EXTENSION PERIOD: 6.75 weeks (25% of the contract period) with an associated value

MINIMUM NOTICE PERIOD FOR EXTENSION(S): 1 month

CALL-OFF CONTRACT VALUE: £65,310 excluding VAT. If the buyer choses to use the optional extension provision the total potential value of the contract is £82,310 excluding VAT.

KEY SUB-CONTRACT PRICE: N/A

**CALL-OFF DELIVERABLES**

Deliverable	Quality of Specialists required	Home Day Rate – Maximum - £	National Day Rate – Maximum - £	Location

## **BUYER'S STANDARDS**

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards set out in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract: as per the Attachment 3 Statement of Requirements section 18:

The Security Policies are published on:

Acceptable Use Policy.

Information Security Policy.

Physical Security Policy. Information Management Policy.

Email Policy.

Remote Working Policy.

Social Media Policy.

Security Classification Policy.

HMG Personnel Security Controls – May 2018.

[DWP procurement: security policies and standards - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

## **CYBER ESSENTIALS SCHEME**

The Buyer requires the Supplier, in accordance with Joint Schedule 13 (Cyber Essentials Scheme) to provide a Cyber Essential Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

## **MAXIMUM LIABILITY**

1. The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms, as amended by the Framework Award Form Special Terms.

“Each Party’s total aggregate liability in each Contract Year under this Call-Off Contract (whether in tort, contract or otherwise) is no more than the lesser of; £5 million or 150% of the Estimated Yearly Charges.”

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £65,310 excluding VAT

## **CALL-OFF CHARGES**

- (1) Time and Materials (T&M);

See details in Call-Off Schedule 5 (Pricing Details and Expenses Policy) for further details.

if by direct award or if not otherwise used: The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

Supplier acknowledges that it continues to deliver the above services using personnel who are on your payroll and/or through subcontracts and/or umbrella company with full PAYE and NI deducted for such personnel at source and therefore inside IR35

The Supplier must notify the Buyer if it believes the employment status of the Supplier Staff for tax purposes has changed including in the event of a change to the Services provided under this Call Off Contract. The Buyer shall provide the Supplier with relevant information as the Supplier may ask for from time to time in order to comply with its obligations under the off-payroll workers regulations.

**REIMBURSABLE EXPENSES**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] - [REDACTED]

**BUYER'S INVOICE ADDRESS:**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**BUYER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

**BUYER'S ENVIRONMENTAL POLICY**

See details in Call-Off Schedule 20 - Call-Off-Specification Section 12.  
The Contracting Authority is committed to a 100% reduction of greenhouse gas emissions and requires the successful Supplier under this procurement to demonstrate an organisational commitment to the 'Net Zero' target. Further information can be found here:  
[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/1054373/Guidance-on-adopting-and-applying-PPN-06\\_21\\_-\\_SelectionCriteria-Jan22\\_\\_1\\_.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1054373/Guidance-on-adopting-and-applying-PPN-06_21_-_SelectionCriteria-Jan22__1_.pdf)

**BUYER'S SECURITY POLICY**

See details in Call-Off Schedule 20 - Call-Off-Specification section 18.

Available online further information can be found here: Security policy framework: protecting government assets – GOV.UK ([www.gov.uk](http://www.gov.uk))

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**SUPPLIER'S CONTRACT MANAGER**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**PROGRESS REPORT FREQUENCY**

On the first Working Day of each calendar month

**PROGRESS MEETING FREQUENCY**

Quarterly on the first Working Day of each quarter

**Supplier;**

N/A

**KEY SUBCONTRACTOR(S)**

Not Applicable

**MATERIAL KPIs**

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14B (Service Levels and Balanced Scorecard):

<b>Material KPIs</b>	<b>Target</b>	<b>Measured by</b>	<b>4</b>
1	Performance	Supplier Staff provided have the necessary knowledge, skills, experience and qualifications are able to deliver to the requires standard.	98%
2	Lead Times	Where Contracting Authority request CVs from the supplier, the supplier shall provide suitable CV's within -5 workings days. If requested by the Contracting Authority the Supplier shall arrange interviews within 2 working days of the Contracting Authority confirming which CV's are of interest.	95%
3	Reporting	Quality and accuracy of Management Information Reports received within agreed reporting timescales	95%

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

The supplier will:-

1. Demonstrate action to support the health and wellbeing' including physical and mental health, in the contract workforce.
2. Demonstrate action to identify and manage the risks of modern slavery in the delivery of the contract.

**STATEMENT OF WORKS**

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[Redacted]	Signature:	[Redacted]
Name:	[Redacted]	Name:	[Redacted]
Role:	[Redacted]	Role:	[Redacted]
Date:	07 March 2024	Date:	08 March 2024

**Appendix 1**

The first Statement(s) of Works shall be inserted into this Appendix 1 as part of the executed Order Form. Thereafter, the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex 1 to the Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

**1. STATEMENT OF WORK (“SOW”) DETAILS**

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

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

All SOWs must fall within the Specification and provisions of the Call-Off Contract.

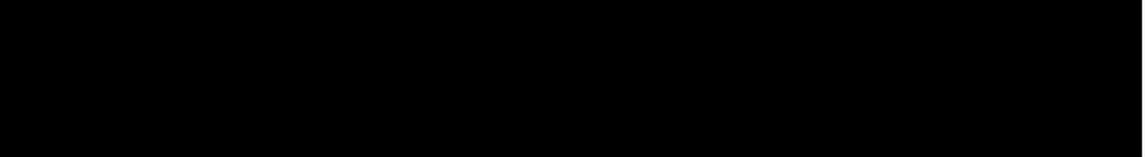
The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

<b>Date of SOW:</b>	04/03/2024
<b>SOW Title:</b>	MI activities related to FAS – Senior Software Developer
<b>SOW Reference:</b>	SOW01
<b>Call-Off Contract Reference:</b>	Ecm1163
<b>Buyer:</b>	Department for Work and Pensions.
<b>Supplier:</b>	Tata Consultancy Services
<b>SOW Start Date:</b>	
<b>SOW End Date:</b>	
<b>Duration of SOW:</b>	
<b>Key Personnel (Buyer)</b>	
<b>Key Personnel (Supplier)</b>	
<b>Subcontractors</b>	N/A

## 2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT

<b>SOW Deliverables Background</b>	The role is to support the FAS Programme by undertaking testing and Quality Assurance of reports written by a 3rd party and to write/test new reports, predominantly against 2 pre-built Cognos services.
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	<p>The role will report to the DWP CMPD Data Management team, who are responsible for delivering and designing Performance Reporting for the future FAS contracts. The team are spread over multiple sites: Sheffield and Newcastle. Hybrid working will be the norm with the team currently working 40%+ time in one of the hub offices listed above (The Buyer will provide collaboration tooling). Some travel for induction/meetings (unlikely to be overnight) will be required. Occasional requirement to travel to other national hub sites may be needed. The overarching programme of work broadly employs a waterfall methodology, though locally more iterative/collaborative working is in place for MI delivery.</p>
<p><b>Delivery phase(s)</b></p>	<p>Development and Test</p>
<p><b>Overview of Requirement</b></p>	<p>Key skills required:</p> <ul style="list-style-type: none"> <li>• Proven track record of using Cognos for report design/ writing/ testing.</li> <li>• Self-starter; able to feed into/work to/report against a delivery plan.</li> <li>• Adept at engaging with internal and external stakeholders and working as part of a multi-disciplinary team.</li> <li>• Keen to share knowledge/best practice with colleagues.</li> </ul> <p>• In addition, expertise in Power BI would be advantageous as the Buyer is beginning to utilise the tool to deliver some of its products.</p>
<p><b>Accountability Models</b></p>	<p><i>Please tick the Accountability Model(s) that shall be used under this Statement of Work:</i></p> <p><i>Sole Responsibility:</i> <input type="checkbox"/></p> <p><i>Self Directed Team:</i> <input type="checkbox"/></p> <p><i>Rainbow Team:</i> X</p>

<p><b>3. BUYER REQUIREMENTS – SOW DELIVERABLES</b></p>	
<p><b>Outcome Description</b></p>	

<b>Milestone Ref</b>	<b>Milestone Description</b>	<b>Acceptance Criteria</b>	<b>Due date</b>
MS01	N/A		
MS02	N/A		
<b>Delivery Plan</b>	To be confirmed between the Authority and Supplier		
<b>Dependencies</b>	<p>The Buyer will provide, at no cost to the Supplier:</p> <ul style="list-style-type: none"> <li>• laptops and necessary devices for Supplier staff to perform the Services.</li> <li>• necessary network access, tooling and software and Buyer Assets for Supplier staff to deliver required services;</li> <li>• the necessary office space, computers and facilities reasonably required for Supplier Personnel to perform the Services on site at Buyer Premises</li> </ul>		
<b>Supplier Resource Plan</b>			
<b>Security Applicable to SOW:</b>	<p>The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).</p> <p>If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed in this SOW:</p>		

The Supplier agrees to the additional Buyer standard clauses in respect of Security Requirements listed below.

**1. Risk Management:**

- a. The Supplier shall and shall procure that any Sub-contractor (as applicable) shall, co-operate with the Buyer in relation to the Buyer's own risk management processes regarding the Services.
- b. For the avoidance of doubt, the Supplier shall pay all costs in relation to undertaking any action required to meet the security requirements stipulated in this Statement of Work. Any failure by the Supplier to comply with any security requirements of this Statement of Work, shall constitute a material Default entitling the Contracting Authority to exercise its rights under clause 10.4.1 of the Core Terms.

**2. Security Audit and Assurance:**

- a. The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, complete the information security questionnaire in the format stipulated by the Buyer (the "Information Security Questionnaire") at least annually or at the request by the Buyer. The Supplier shall provide the completed Information Security Questionnaire to the Buyer within one calendar month from the date of request.
- b. The Buyer shall schedule regular security governance review meetings which the Supplier shall and shall procure that any Sub-contractor (as applicable) shall, attend.

**3. Security Policies and Standards**

- a. The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, comply with the security policies and standards set out in paragraph 4 below.
- b. Notwithstanding the foregoing, the Buyer's security requirements applicable to the SOW Deliverables may be subject to change following certain events including, but not limited to, any relevant change in the delivery of the SOW Deliverables. Where any such change constitutes a Variation, any necessary Variation shall be agreed by the Parties in accordance with clause 24 of the Core Terms.
- c. The Supplier shall and shall procure that any Sub-contractor (as applicable) shall, maintain appropriate records and is otherwise able to demonstrate compliance with the Security Policies and Standards.

**4. Security Policies and Standards**

- a. The Buyer's security policies are published on:

[DWP procurement: security policies and standards - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

- b. The Supplier will be required to comply with:
  - Acceptable Use Policy
  - Information Security Policy
  - Physical Security Policy
  - Information Management Policy
  - Email Policy
  - Remote Working Policy
  - Social Media Policy
  - Security Classification Policy
  - HMG Personnel Security Controls – May 2018

(published on [HMG personnel security controls - GOV.UK \(www.gov.uk\)](http://www.gov.uk))

<b>Cyber Security Standards</b>	The Buyer requires the Supplier to have and maintain a Cyber Essentials Plus Certificate for the work undertaken under this SOW, in accordance with Joint Schedule 13 (Cyber Essentials Scheme).															
<b>SOW Standards</b>	Adhere to Government Digital Service (“GDS”) Standards															
<b>Performance Management</b>	As per Order Form In accordance with the Contract Management provisions (see para 20 – Contract Management), the Buyer and Supplier will jointly review Supplier performance.															
<b>Additional Requirements</b>	<p><b>Annex 1</b> – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.</p> <p>Call-Off Special Term 1- Framework Special Term 1 – Clause 10.2.2 (Ending the contract without a reason) is amended as follows. “Each Buyer has the right to terminate their Call-Off Contract or any Statement of Work at any time without reason by giving the Supplier not less than: (a) 30 days for a Statement of Work; or (b) 30 days for the Call-Off Contract, written notice and if it’s terminated Clause 10.6 shall apply. Without prejudice to Clause 10.2.3, the Buyer shall have no liability in respect of any costs incurred by the Supplier arising from such termination.”</p> <p><b>Call-Off Special Term 2.</b></p> <p>Call-Off Schedule 10 (Exit Management), has been amended to delete the following requirements:</p> <p>“2.1 The Supplier shall within 30 days from the Call-Off Contract Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.”</p> <p><b>Call-Off Special Term 3</b></p> <p>The parties agree that in the event of an audit to verify the costs of the Supplier in accordance with Clause 6 of the Core Terms, such audit would be at Call off level with a split of aggregate labour &amp; non-labour costs.</p>															
<b>Key Supplier Staff</b>	<table border="1"> <thead> <tr> <th data-bbox="411 1563 770 1615">Key Role</th> <th data-bbox="770 1563 1075 1615">Key Staff</th> <th data-bbox="1075 1563 1394 1615">Contract Details</th> </tr> </thead> <tbody> <tr> <td data-bbox="411 1615 770 1706">[REDACTED]</td> <td data-bbox="770 1615 1075 1706">[REDACTED]</td> <td data-bbox="1075 1615 1394 1706">[REDACTED]</td> </tr> <tr> <td data-bbox="411 1706 770 1753"> </td> <td data-bbox="770 1706 1075 1753"> </td> <td data-bbox="1075 1706 1394 1753"> </td> </tr> <tr> <td data-bbox="411 1753 770 1800"> </td> <td data-bbox="770 1753 1075 1800"> </td> <td data-bbox="1075 1753 1394 1800"> </td> </tr> <tr> <td data-bbox="411 1800 770 1848"> </td> <td data-bbox="770 1800 1075 1848"> </td> <td data-bbox="1075 1800 1394 1848"> </td> </tr> </tbody> </table>	Key Role	Key Staff	Contract Details	[REDACTED]	[REDACTED]	[REDACTED]									
Key Role	Key Staff	Contract Details														
[REDACTED]	[REDACTED]	[REDACTED]														

<b>Worker Engagement Status</b>	<p>Yes</p> <p>The provisions set out in the embedded document below shall apply to this SOW.</p> <p>In addition the Supplier shall provide the information set out below to the Buyer and shall comply with the obligations set out below, so that the Buyer can comply with its obligations with regards to the off-payroll working regime. Key Supplier Staff shall mean those individuals identified as Key Supplier Staff in this Statement of Work.”</p> <p>1.1 Key Supplier Staff Name(s)</p> <p>1.2 Start and End date of the Engagement</p> <p>1.3 The contracted Day Rate of the Key Supplier Staff</p> <p>1.4 Worker Engagement Status, i.e. are Key Supplier Staff on payroll and are deductions of PAYE and National Insurance made at source? Yes/No</p> <p>1.5 If “yes”, fee payer details for each of the Key Supplier Staff (e.g. Supplier PAYE, Agent PAYE, Umbrella Company)</p> <p>The Supplier warrants and undertakes to the Buyer that no Contractor will deliver their services through an Intermediary of that Contractor without the Supplier having first obtained the written consent of the Buyer to such Contractor doing so (such consent being at the absolute discretion of the Buyer)”</p> <p>Supplier acknowledges that it continues to deliver the above services using personnel who are on your payroll and/or through subcontracts and/or umbrella company with full PAYE and NI deducted for such personnel at source and therefore inside IR35</p> <p>The Supplier must notify the Buyer if it believes the employment status of the Supplier Staff for tax purposes has changed including in the event of a change to the Services provided under this Call Off Contract. The Buyer shall provide the Supplier with relevant information as the Supplier may ask for from time to time in order to comply with its obligations under the off-payroll workers regulations.</p> <p>The Buyer consents, that in accordance with clause 1.3 of the Off Payroll Working Rules, any Contractors deployed by the Supplier to provide services under the Call-Off Contract can be engaged by the Supplier through an Intermediary, that being via any agency or via any Umbrella company. Clause 1.2 of the Off Payroll Working Rules and its repercussions throughout such document will not apply to this Order Form. Worker Engagement Status inside IR35</p>
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**SOW Reporting Requirements:**

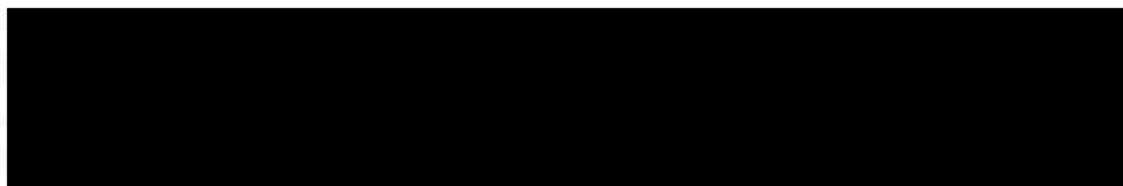
Further to the Supplier providing the management information detailed in Call-Off Schedule 15 (Call-Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

Ref.	Type of Information	Which Service does this apply to?	Required regularity of Submission
<b>1.</b>	<b>Resource Data for Annual Report &amp; Accounts</b>		
1.1	To support the Contracting Authority in reporting an accurate position in respect of external resources in its Annual Report and Accounts, the following information is required:  a. Supplier Staff Name(s) b. Start and End date of the Engagement c. The contracted Day Rate of the Supplier Staff d. Is (Are) the Supplier Staff on a payroll and are deductions of PAYE and National Insurance made at source? Yes/No e. If "yes", please provide fee payer details for each of the Supplier Staff (eg, Supplier PAYE, Agent PAYE, Umbrella Company)	all roles	upon reasonable request from the Buyer

**4. CHARGES**

**Call Off Contract Charges**

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



The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.



<b>Rate Cards Applicable</b>	
<b>Financial Model</b>	N/A detail in rate card section
<b>Reimbursable Expenses</b>	See Reimbursable expenses in order form

<b>5. SIGNATURES AND APPROVALS</b>						
<b>Agreement of this SOW</b>						
BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:						
<b>For and on behalf of the Supplier</b>	<table border="1"> <tr> <td style="width: 150px;">Name and title</td> <td rowspan="4" style="background-color: black;"></td> </tr> <tr> <td>Date</td> </tr> <tr> <td>Signature</td> </tr> <tr> <td> </td> </tr> </table>	Name and title		Date	Signature	
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Name and title						

	Date	
	Signature	

## ANNEX 1 Data Processing

The following table shall apply to the Processing activities undertaken under this Statement of Work only:

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p>The Buyer acknowledges that the Services will be performed on the Buyer's: systems, devices and controlled environment and as such the Buyer will implement appropriate technical and organisational measures for ensuring that, only Personal Data which are necessary for each specific purpose of the Services are being processed. The Buyer will implement the following controls; read only access, access controls and logs and encryption at rest.</p>

Duration of the Processing	Duration will be same as the length of the contract which is currently 7 months.
Nature and purposes of the Processing	The nature of the Processing means access and collation as required to deliver the Services.
Type of Personal Data	Personal Data necessary for the provision of Services which may include: name, address, date of birth, NI number, telephone number, pay, images, biometric data.
Categories of Data Subject	Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website.
Plan for return and destruction of the data once the Processing is complete  UNLESS requirement under Union or Member State law to preserve that type of data	The retention and destruction of data will all be undertaken by the current DWP MI Team. As no data will leave the DWP MI Platform there is no requirement for the supplier to destroy and data.

## Call-Off Schedule 1 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

## Annex A: List of Transparency Reports

<b>Title</b>	<b>Content Format</b>	<b>Frequency</b>
Performance against KPI's (as included in the Statement of Requirements)	Format to be agreed post Contract Award.	Quarterly

## Call-Off Schedule 3 (Continuous Improvement)

### 1. Buyer's Rights

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

### 2. Supplier's Obligations

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this

Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:

- 2.3.1 identifying the emergence of relevant new and evolving technologies;
  - 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
  - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
  - 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1<sup>st</sup>) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
- 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
  - 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1<sup>st</sup>) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement

Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.

- 2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio

## **Call-Off Schedule 5 (Pricing Details and Expenses Policy)**

### **1. Call-Off Contract Charges**

#### 1.1 The Supplier shall ensure:

1.1.1 as part of the Further Competition Procedure, its pricing for the Deliverables are in accordance with the Buyer's Statement of Requirements which shall be no greater than those based on the Framework Prices set out in Framework Schedule 3 (Framework Prices).

1.1.2 that all applicable Charges shall be calculated in accordance with the Pricing Mechanism detailed in the Order Form (and, if applicable, each SOW) using the following:

- (a) the agreed Day Rates or other rates specified in this Schedule for Supplier Staff providing the Deliverables (which are exclusive of any applicable expenses and VAT);
- (b) the number of Work Days, or pro rata portion of a Work Day, that Supplier Staff work solely to provide the Deliverables and meet the tasks sets out in the Order Form and, if applicable, each SOW (between the applicable SOW Start Date and SOW End Date).

1.2 Further to Paragraph 1.2 of Framework Schedule 3 (Framework Pricing), the Supplier will provide a detailed breakdown of its Charges for the Deliverables in sufficient detail to enable the Buyer to verify the accuracy of any invoice submitted.

This detailed breakdown will be incorporated into each SOW and include (but will not be limited to):

- a role description of each member of the Supplier Staff;

- a facilities description (if applicable);
- the agreed Day Rate for each Supplier Staff;
- any expenses charged for in relation to each Work Day for each Supplier Staff, which must be in accordance with the Buyer's Expenses Policy (if applicable);
- the number of Work Days, or pro rata for every part day, they will be actively be engaged in providing the Deliverables between the SOW Start Date and SOW End Date; and
- the total SOW cost for all Supplier Staff role and facilities in providing the Deliverables.

1.3 If a Capped Time and Materials or Fixed Price has been agreed for a particular SOW:

- the Supplier shall continue to work on the Deliverables until they are satisfactorily complete and accepted by the Buyer at its own cost and expense where the Capped or Fixed Price is exceeded; and
- the Buyer will have no obligation or liability to pay any additional Charges or cost of any part of the Deliverables yet to be completed and/or Delivered after the Capped or Fixed Price is exceeded by the Supplier.

1.4 All risks or contingencies will be included in the Charges. The Parties agree that the following assumptions, representations, risks and contingencies will apply in relation to the Charges:

## **Annex 1 (Expenses Policy)**

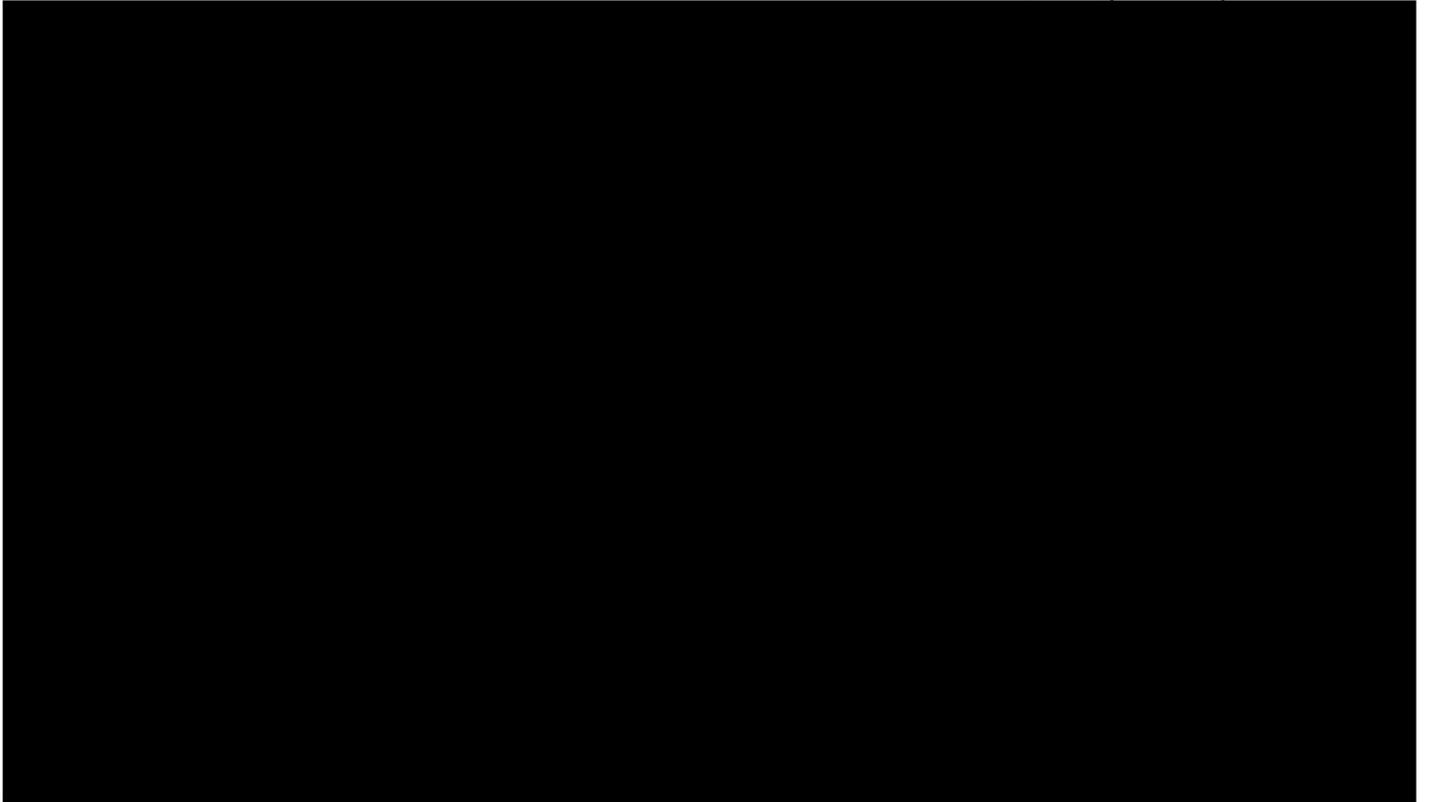
The Supplier Staff are expected to travel to and from the Contracting Authority specified hub site at no additional cost to the Contracting Authority. However, where the Contracting Authority requires Supplier Staff to travel to another location, costs of travel will be payable by the Contracting Authority.

Any trips must be approved in advance by the Contracting Authority; failure to do so will result in the Contracting Authority rejecting any costs invoiced.

Supplier Staff are be expected to book travel independently of the Contracting Authority at the most cost-effective rate and in accordance with the Contracting Authority's own internal travel policy as stated in 'Reimbursable Expenses' on the order form.

## **Annex 2 – (Pricing Details)**

For the avoidance of doubt the contract value shall not exceed £82,310 (ex VAT).



## Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)

### 1. Definitions

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

<b>"Buyer Property"</b>	<b>the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;</b>
<b>"Buyer Software"</b>	<b>any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;</b>
<b>"Buyer System"</b>	<b>the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;</b>
<b>"Commercial off the shelf Software" or "COTS Software"</b>	<b>Non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms</b>
<b>"Defect"</b>	<b>any of the following:</b> <ul style="list-style-type: none"> <li>a) <b>any error, damage or defect in the manufacturing of a Deliverable; or</b></li> <li>b) <b>any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or</b></li> <li>c) <b>any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation</b></li> </ul>

	<p>(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>d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;</p>
<b>"Emergency Maintenance"</b>	ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;
<b>"ICT Environment"</b>	the Buyer System and the Supplier System;
<b>"Licensed Software"</b>	all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Call Off Contract, including any COTS Software;
<b>"Maintenance Schedule"</b>	has the meaning given to it in paragraph 8 of this Schedule;

<b>"Malicious Software"</b>	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;
<b>"New Release"</b>	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;
<b>"Open Source Software"</b>	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;
<b>"Operating Environment"</b>	<p>means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:</p> <ul style="list-style-type: none"> <li>a) the Deliverables are (or are to be) provided; or</li> <li>b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or</li> </ul> <p>where any part of the Supplier System is situated;</p>
<b>"Permitted Maintenance"</b>	has the meaning given to it in paragraph 8.2 of this Schedule;

<b>"Quality Plans"</b>	has the meaning given to it in paragraph 6.1 of this Schedule;
<b>"Sites"</b>	has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;
<b>"Software"</b>	Specially Written Software COTS Software and non-COTS Supplier and third party Software;
<b>"Software Supporting Materials"</b>	has the meaning given to it in paragraph 9.1 of this Schedule;
<b>"Source Code"</b>	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;
<b>"Specially Written Software"</b>	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially

	<b>Written Software does not constitute New IPR;</b>
<b>"Supplier System"</b>	<b>the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);</b>

## **2. When this Schedule should be used**

- 2.1. This Schedule is designed to provide additional provisions on Intellectual Property Rights for the Digital Deliverables.

## **3. Buyer due diligence requirements**

- 3.1. The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;
- 3.1.1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
  - 3.1.2. operating processes and procedures and the working methods of the Buyer;
  - 3.1.3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
  - 3.1.4. existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.
- 3.2. The Supplier confirms that it has advised the Buyer in writing of:
- 3.2.1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;
  - 3.2.2. the actions needed to remedy each such unsuitable aspect; and
  - 3.2.3. a timetable for and the costs of those actions.
- 3.3. The Supplier undertakes:
- 3.3.1. and represents to the Buyer that Deliverables will meet the Buyer's acceptance criteria as set out in the Call-Off Contract and, if applicable, each Statement of Work; and
  - 3.3.2. to maintain all interface and interoperability between third party software or services, and Specially Written Software required for the performance or supply of the Deliverables.

## **4. Licensed software warranty**

- 4.1. The Supplier represents and warrants that:
- 4.1.1. it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;
  - 4.1.2. all components of the Specially Written Software shall:
    - 4.1.2.1. be free from material design and programming

errors;

4.1.2.2. perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 14 (Service Levels and Balanced Scorecard) and Documentation; and

4.1.2.3. not infringe any IPR.

## 5. Provision of ICT Services

5.1. The Supplier shall:

5.1.1. ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;

5.1.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;

5.1.3. ensure that the Supplier System will be free of all encumbrances;

5.1.4. ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;

5.1.5. minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables;

## 6. Standards and Quality Requirements

6.1. The Supplier shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").

6.2. The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.

6.3. Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.

6.4. The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:

6.4.1. be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;

6.4.2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and

6.4.3. obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

## 7. ICT Audit

7.1. The Supplier shall allow any auditor access to the Supplier premises to:

7.1.1. inspect the ICT Environment and the wider service delivery environment (or any part of them);

7.1.2. review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;

7.1.3. review the Supplier's quality management systems including all relevant Quality Plans.

## 8. Maintenance of the ICT Environment

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

8.2. Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.

8.3. The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance.

8.4. The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

## 9. Intellectual Property Rights

### 9.1. Assignments granted by the Supplier: Specially Written Software

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

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

9.1.1.2. all build instructions, test instructions, test scripts, test

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

9.1.2. The Supplier shall:

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

9.1.2.2. deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and

9.1.2.3. without prejudice to paragraph 9.1.2.2, provide full details to the Buyer of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.

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

## **9.2. Licences for non-COTS IPR from the Supplier and third parties to the Buyer**

9.2.1. Unless the Buyer gives its Approval the Supplier must not use any:

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

9.2.2. Where the Buyer Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grant to the Buyer a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business or function including the

right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call-Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.

9.2.3. Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:

9.2.3.1. notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and

9.2.3.2. only use such third party IPR as referred to at Paragraph 9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.

9.2.4. Where the Supplier is unable to provide a license to the Supplier's Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.

9.2.5. The Supplier may terminate a licence granted under Paragraph 9.2.1 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.

### **9.3. Licenses for COTS Software by the Supplier and third parties to the Buyer**

9.3.1. The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

9.3.2. Where the Supplier owns the COTS Software it shall make available the COTS software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

9.3.3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

9.3.4. The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) Months:

9.3.4.1. will no longer be maintained or supported by the developer; or

9.3.4.2. will no longer be made commercially available

#### **9.4. Buyer's right to assign/novate licences**

9.4.1. The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to Paragraph 9.2 (to:

9.4.1.1. a Central Government Body; or

9.4.1.2. to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had

been performed and/or carried on by the Buyer.

9.4.2. If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in Paragraph 9.2.

#### **9.5. Licence granted by the Buyer**

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

#### **9.6. Open Source Publication**

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

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

9.6.1.2. based on Open Standards (where applicable), and the Buyer may, at its sole discretion, publish the same as Open Source.

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

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

- 9.6.2.2. have been developed using reasonable endeavours to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them;
- 9.6.2.3. do not contain any material which would bring the Buyer into disrepute;
- 9.6.2.4. can be published as Open Source without breaching the rights of any third party;
- 9.6.2.5. will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the date notified by the Buyer to the Supplier; and
- 9.6.2.6. do not contain any Malicious Software.

9.6.3. Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:

- 9.6.3.1. as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and
- 9.6.3.1 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.

## 9.7. Malicious Software

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

quarantined or otherwise identified by the Buyer when provided to the Supplier; and

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

## **10. IPR asset management**

10.1 The Parties shall work together to ensure that there is appropriate IPR asset management under each Call-Off Contract, and:

10.1.1 where the Supplier is working on the Buyer's System, the Supplier shall comply with the Buyer's IPR asset management approach and procedures.

10.1.2 where the Supplier is working on the Supplier's System, the Buyer will ensure that it maintains its IPR asset management procedures in accordance with Good Industry Practice.

Records and materials associated with IPR asset management shall form part of the Deliverables, including those relating to any Specially Written Software or New IPR.

10.2 The Supplier shall comply with any instructions given by the Buyer as to where it shall store all work in progress Deliverables and finished Deliverables (including all Documentation and Source Code) during the term of the Call-Off Contract and at the stated intervals or frequency specified by the Buyer and upon termination of the Contract or any Statement of Work.

10.3 The Supplier shall ensure that all items it uploads into any repository contain sufficient detail, code annotations and instructions so that a third-party developer (with the relevant technical abilities within the applicable role) would be able to understand how the item was created and how it works together with other items in the repository within a reasonable timeframe.

10.4 The Supplier shall maintain a register of all Open Source Software it has used in the provision of the Deliverables as part of its IPR asset management obligations under this Contract.

## Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The Order Form lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date and, if applicable, the Statement of Work will list the Key Roles and names of persons who the Supplier shall appoint to fill those Key Roles as of the SOW Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
  - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
  - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
  - 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
  - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
  - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
  - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;
  - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide

adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables;

- 1.5.4 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;
  - 1.5.6 on written request from the Buyer, provide a copy of the contract of employment or engagement (between the Supplier and Supplier Staff) for every member of the Supplier Staff made available to the Buyer under the Call-Off Contract when providing Deliverables, and under each Statement of Work;
  - 1.5.7 on written request from the Buyer, provide details of start and end dates of engagement of all Key Staff filling Key Roles under the Call-Off Contract and, if applicable, under each Statement of Work[.]; and]
  - 1.5.8 Not used
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

## 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):

<b>"BCDR Plan"</b>	1has the meaning given to it in Paragraph 2.2 of this Schedule;
<b>"Business Continuity Plan"</b>	2has the meaning given to it in Paragraph 2.3.2 of this Schedule;
<b>"Disaster"</b>	3the 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);

<p><b>"Disaster Recovery Deliverables"</b></p> <p><b>"Disaster Recovery Plan"</b></p> <p><b>"Disaster Recovery System"</b></p> <p><b>"Related Supplier"</b></p> <p><b>"Review Report"</b></p>	<p>4the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;</p> <p>5has the meaning given to it in Paragraph 2.3.3 of this Schedule;</p> <p>6the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;</p> <p>7any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;</p> <p>8has the meaning given to it in Paragraph 6.3 of this Schedule; and</p>
<p><b>"Supplier's Proposals"</b></p>	<p>9has the meaning given to it in Paragraph 6.3 of this Schedule;</p>

## 2. BCDR Plan

- 2.1 The Buyer and the Supplier recognise that, where specified in Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 At least ninety (90) Working Days after the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Supplier shall follow to:
- 2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
- 2.2.2 the recovery of the Deliverables in the event of a Disaster
- 2.3 The BCDR Plan shall be divided into three sections:
- 2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
- 2.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
- 2.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").

- 2.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then 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 Buyer by a Related Supplier;
  - 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
  - 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
  - 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
  - 3.1.6 contain a risk analysis, including:
    - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
    - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
    - (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
    - (d) a business impact analysis of different anticipated failures or disruptions;
  - 3.1.7 provide for documentation of processes, including business processes, and procedures;
  - 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
  - 3.1.9 identify the procedures for reverting to "normal service";
  - 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
  - 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and

- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
  - 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
  - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
  - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
  - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

#### **4. Business Continuity (Section 2)**

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
  - 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
  - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
  - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
  - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
  - 4.2.3 specify any applicable Performance 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 Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier'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 Buyer Premises;
  - 5.2.2 loss of utilities to the Buyer Premises;
  - 5.2.3 loss of the Supplier'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 Supplier 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 Supplier 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 Supplier shall review the BCDR Plan:
  - 6.1.1 on a regular basis and as a minimum once every six (6) Months;
  - 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
  - 6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.

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

## 7. Testing the BCDR Plan

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

test, provide to the Buyer a report setting out:

7.5.1 the outcome of the test;

7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and

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

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

## **8. Invoking the BCDR Plan**

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

## **9. Circumstances beyond your control**

9.1 The Supplier shall not be entitled to 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)**

### **Part A: Short Form Security Requirements**

**– Not Applicable.**

## Part B: Long Form Security Requirements

### 1. Definitions

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

<b>"Baseline Security Requirements"</b>	are the requirements set out in Part B, Annex 1 to this Schedule;
<b>"Breach of Security"</b>	<p>means the occurrence of:</p> <ul style="list-style-type: none"> <li>c) any unauthorised access to or use of the Goods and/or Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or</li> <li>d) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,</li> </ul> <p>in either case as more particularly set out in the security requirements in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 3.4.3 d);</p>
<b>"ISMS"</b>	the information security management system and process developed by the Supplier in accordance with Paragraph 3 (ISMS) as updated from time to time in accordance with this Schedule; and
<b>"Security Tests"</b>	tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.

## Call-Off Schedule 14B (Service Levels and Balanced Scorecard)

Call-Off Ref:

### 2. Security Requirements

- 2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Contract will be met.
- 2.3 The Parties shall each appoint a security representative to be responsible for Security. The initial security representatives of the Parties are:
  - 2.3.1 [REDACTED]
  - 2.3.2 [REDACTED]
- 2.4 The Buyer shall clearly articulate its high level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.
- 2.5 Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.
- 2.6 The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Government Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Government Data remains under the effective control of the Supplier at all times.
- 2.7 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Buyer.
- 2.8 The Buyer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Buyer's security provisions represents an unacceptable risk to the Buyer requiring immediate communication and co-operation between the Parties.

### 3. Information Security Management System (ISMS)

- 3.1 The Supplier shall develop and submit to the Buyer, within twenty (20) Working Days after the Start Date, an information security management system for the purposes of this Contract and shall comply with the requirements of Paragraphs 3.4 to 3.6.
- 3.2 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.
- 3.3 The Buyer acknowledges that;
  - 3.3.1 If the Buyer has not stipulated during a Further Competition that it requires a bespoke ISMS, the ISMS provided by the Supplier may be an extant ISMS

## Call-Off Schedule 14B (Service Levels and Balanced Scorecard)

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covering the Services and their implementation across the Supplier's estate; and

3.3.2 Where the Buyer has stipulated that it requires a bespoke ISMS then the Supplier shall be required to present the ISMS for the Buyer's Approval.

3.4 The ISMS shall:

3.4.1 if the Buyer has stipulated that it requires a bespoke ISMS, be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract;

3.4.2 meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph 7;

3.4.3 at all times provide a level of security which:

- a) is in accordance with the Law and this Contract;
- b) complies with the Baseline Security Requirements;
- c) as a minimum demonstrates Good Industry Practice;
- d) where specified by a Buyer that has undertaken a Further Competition - complies with the Security Policy and the ICT Policy;
- e) complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4)

<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>

f) takes account of guidance issued by the Centre for Protection of National Infrastructure (<https://www.cpni.gov.uk>)

g) complies with HMG Information Assurance Maturity Model and Assurance Framework

<https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm>

h) meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;

i) addresses issues of incompatibility with the Supplier's own organisational security policies; and

j) complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph 7;

3.4.4 document the security incident management processes and incident response plans;

3.4.5 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation

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technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and

- 3.4.6 be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Buyer in advance of issue of the relevant Security Management Plan).

3.5 Subject to Paragraph 2 the references to Standards, guidance and policies contained or set out in Paragraph 3.4 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.

3.6 In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 3.4, the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.

3.7 If the bespoke ISMS submitted to the Buyer pursuant to Paragraph 3.3.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission of the ISMS to the Buyer. If the Buyer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph 3 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 3.4 to 3.6 shall be deemed to be reasonable.

3.8 Approval by the Buyer of the ISMS pursuant to Paragraph 3.7 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule.

**4. Security Management Plan**

4.1 Within twenty (20) Working Days after the Start Date, the Supplier shall prepare and submit to the Buyer for Approval in accordance with Paragraph 4 fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 4.2.

4.2 The Security Management Plan shall:

4.2.1 be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);

4.2.2 comply with the Baseline Security Requirements and, where specified by the Buyer in accordance with paragraph 3.4.3 d), the Security Policy;

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- 4.2.3 identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;
  - 4.2.4 detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;
  - 4.2.5 unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Deliverables and all processes associated with the delivery of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
  - 4.2.6 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the delivery of the Deliverables and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Schedule (including the requirements set out in Paragraph 3.4);
  - 4.2.7 demonstrate that the Supplier's approach to delivery of the Deliverables has minimised the Buyer and Supplier effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);
  - 4.2.8 set out the plans for transitioning all security arrangements and responsibilities from those in place at the Start Date to those incorporated in the ISMS within the timeframe agreed between the Parties;
  - 4.2.9 set out the scope of the Buyer System that is under the control of the Supplier;
  - 4.2.10 be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and
  - 4.2.11 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the Deliverables and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.
- 4.3 If the Security Management Plan submitted to the Buyer pursuant to Paragraph 4.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the

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Security Management Plan is not approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission to the Buyer of the Security Management Plan. If the Buyer does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

- 4.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3 or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Schedule.

**5. Amendment of the ISMS and Security Management Plan**

- 5.1 The ISMS and Security Management Plan shall be fully reviewed and updated by the Supplier and at least annually to reflect:
- 5.1.1 emerging changes in Good Industry Practice;
  - 5.1.2 any change or proposed change to the Supplier System, the Deliverables and/or associated processes;
  - 5.1.3 any new perceived or changed security threats;
  - 5.1.4 where required in accordance with paragraph 3.4.3 d), any changes to the Security Policy; and
  - 5.1.5 any reasonable change in requirement requested by the Buyer.
- 5.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- 5.2.1 suggested improvements to the effectiveness of the ISMS;
  - 5.2.2 updates to the risk assessments;
  - 5.2.3 proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and
  - 5.2.4 suggested improvements in measuring the effectiveness of controls.
- 5.3 Subject to Paragraph 5.4, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to Paragraph 5.1, a Buyer request, a change to Annex 1 (Security) or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Buyer.

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

**6. Security Testing**

- 6.1 The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Deliverables and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Buyer.

Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.

- 6.2 The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable after completion of each Security Test.
- 6.3 Without prejudice to any other right of audit or access granted to the Buyer pursuant to this Contract, the Buyer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Buyer may notify the Supplier of the results of such tests after completion of each such test. If any such Buyer's test adversely affects the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Buyer's test.
- 6.4 Where any Security Test carried out pursuant to Paragraphs 6.2 or 6.3 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Buyer's prior written Approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Buyer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Baseline Security Requirements) to this Schedule) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Buyer.

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- 6.5 If any repeat Security Test carried out pursuant to Paragraph 6.4 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Contract.

**7. Complying with the ISMS**

- 7.1 The Buyer shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001 and/or the Security Policy where such compliance is required in accordance with paragraph 3.4.3 d).
- 7.2 If, on the basis of evidence provided by such security audits, it is the Buyer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy are not being achieved by the Supplier, then the Buyer shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time then the Buyer shall have the right to obtain an independent audit against these standards in whole or in part.
- 7.3 If, as a result of any such independent audit as described in Paragraph the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Buyer in obtaining such audit.

**8. Security Breach**

- 8.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.
- 8.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 8.1, the Supplier shall:
- 8.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
- a) minimise the extent of actual or potential harm caused by any Breach of Security;
  - b) remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Buyer Property and/or Buyer Assets and/or ISMS to the extent that this is within the Supplier's control;
  - c) apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Deliverables so as to meet the relevant Service Level Performance Indicators, the

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Supplier shall be granted relief against any resultant under-performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;

- d) prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and
  - e) supply any requested data to the Buyer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Buyer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
  - f) as soon as reasonably practicable, provide to the Buyer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.
- 8.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the ISMS with the Security Policy (where relevant) or the requirements of this Schedule, then any required change to the ISMS shall be at no cost to the Buyer.

**9. Vulnerabilities and fixing them**

- 9.1 The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the ICT Environment will be discovered which unless mitigated will present an unacceptable risk to the Buyer's information.
- 9.2 The severity of threat vulnerabilities for COTS Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the ISMS and using the appropriate vulnerability scoring systems including:
- 9.2.1 the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST <http://nvd.nist.gov/cvss.cfm>); and
  - 9.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.
- 9.3 The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as 'Critical' within 14 days of release, 'Important' within 30 days of release and all 'Other' within 60 Working Days of release, except where:
- 9.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the Supplier within the above timescales if the vulnerability becomes exploitable within the context of the Service;

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- 9.3.2 the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer; or
- 9.3.3 the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS.
- 9.4 The Specification and Mobilisation Plan (if applicable) shall include provisions for major version upgrades of all COTS Software to be upgraded within 6 Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the 'n-1 version') throughout the Term unless:
  - 9.4.1 where upgrading such COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within 12 Months of release of the latest version; or
  - 9.4.2 is agreed with the Buyer in writing.
- 9.5 The Supplier shall:
  - 9.5.1 Implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;
  - 9.5.2 ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;
  - 9.5.3 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the Contract Period;
  - 9.5.4 pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 3.3.5;
  - 9.5.5 from the date specified in the Security Management Plan provide a report to the Buyer within five (5) Working Days of the end of each Month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;
  - 9.5.6 propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;
  - 9.5.7 remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the

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attack surface of the ICT Environment); and

- 9.5.8 inform the Buyer when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.
- 9.6 If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 9, the Supplier shall immediately notify the Buyer.
- 9.7A failure to comply with Paragraph 9.3 shall constitute a Default, and the Supplier shall comply with the Rectification Plan Process.

## Part B – Annex 1:

### Baseline Security Requirements

#### 1. Handling Classified information

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

#### 2. End user devices

- 2.1 When Government Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the National Cyber Security Centre ("NCSC") to at least Foundation Grade, for example, under the NCSC Commercial Product Assurance scheme ("CPA").
- 2.2 Devices used to access or manage Government Data and services must be under the management authority of Buyer or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Buyer. Unless otherwise agreed with the Buyer in writing, all Supplier devices are expected to meet the set of security requirements set out in the End User Devices Security Guidance (<https://www.ncsc.gov.uk/guidance/end-user-device-security>). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Buyer and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the NCSC guidance, then this should be agreed in writing on a case by case basis with the Buyer.

#### 3. Data Processing, Storage, Management and Destruction

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

### **4. Ensuring secure communications**

- 4.1 The Buyer requires that any Government Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by NCSC, to at least Foundation Grade, for example, under CPA.
- 4.2 The Buyer requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

### **5. Security by design**

- 5.1 The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Government Data.
- 5.2 When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a NCSC certification (<https://www.ncsc.gov.uk/section/products-services/ncsc-certification>) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).

### **6. Security of Supplier Staff**

- 6.1 Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.

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

### **7. Restricting and monitoring access**

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

### **8. Audit**

- 8.1 The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:
  - 8.1.1 Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.
  - 8.1.2 Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.
- 8.2 The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
- 8.3 The Supplier shall retain audit records collected in compliance with this

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Paragraph 8 for a period of at least 6 Months.

**Part B – Annex 2 - Security Management Plan** N/A

**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):

<p><b>"Exclusive Assets"</b> Supplier Assets used exclusively by the Supplier in the provision of the Deliverables;</p>
<p><b>"Exit Information"</b> has the meaning given to it in Paragraph 3.1 of this Schedule;</p>
<p><b>"Exit Manager"</b> the person appointed by each Party to manage their respective obligations under this Schedule;</p>

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<p><b>"Exit Plan"</b> the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;</p> <p><b>"Net Book Value"</b> the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);</p> <p><b>"Non-Exclusive Assets"</b> those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;</p> <p><b>"Registers"</b> the register and configuration database referred to in Paragraph 2.2 of this Schedule;</p>
<p><b>"Replacement Goods"</b> any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;</p>
<p><b>"Replacement Services"</b> any services which are substantially similar to any of the Services and which the Buyer</p>

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	receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
<b>"Termination Assistance"</b>	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
<b>"Termination Assistance Notice"</b>	has the meaning given to it in Paragraph 5.1 of this Schedule;
<b>"Termination Assistance Period"</b>	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
<b>"Transferable Assets"</b>	Exclusive Assets which are capable of legal transfer to the Buyer;
<b>"Transferable Contracts"</b>	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement

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Services, including in relation to licences all relevant Documentation;
<b>"Transferring Assets"</b> has the meaning given to it in Paragraph 8.2.1 of this Schedule;
<b>"Transferring Contracts"</b> has the meaning given to it in Paragraph 8.2.3 of this Schedule.

**2. Supplier must always be prepared for Contract exit and SOW exit**

- 2.1 The Supplier shall within 30 days from the Call-Off Contract Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2 During the Contract Period, the Supplier shall promptly:
  - 2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
  - 2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables' IPR asset management system which includes all Document and Source Code repositories.

**("Registers").**
- 2.3 The Supplier shall:
  - 2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
  - 2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

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

### 3. Assisting re-competition for Deliverables

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

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

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

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

### 4. Exit Plan

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

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

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

4.3.1 a detailed description of both the transfer and cessation processes, including a timetable (this may require modification to SOW Exit Plan provisions to be updated and incorporated as part of the SOW;

4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;

4.3.3 details of any contracts which will be available for transfer to the

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Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;

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

4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;

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

4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;

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

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

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

4.4 The Supplier shall:

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

(a) prior to each SOW and no less than every six (6) months throughout the Contract Period; and

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

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

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

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

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

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

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### 5. Termination Assistance

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

### 6. Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
  - 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
  - 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
  - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
  - 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels,

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the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;

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

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

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

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

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

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

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

7.2.1 vacate any Buyer Premises;

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

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

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

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

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

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

8.1 Following notice of termination of this Contract and during the Termination

## Call-Off Schedule 14B (Service Levels and Balanced Scorecard)

Call-Off Ref:

Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

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

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

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

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

8.2.2 which, if any, of:

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

(b) the Non-Exclusive Assets, the Buyer and/or the Replacement Supplier requires the continued use of; and

8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"), in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.

8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.

8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement

## **Call-Off Schedule 14B (Service Levels and Balanced Scorecard)**

Call-Off Ref:

Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.

8.7 The Buyer shall:

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

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

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

8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

## **9. No charges**

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

## **10. Dividing the bills**

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

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

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

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

## Call-Off Schedule 14B (Service Levels and Balanced Scorecard)

Call-Off Ref:

# Call-Off Schedule 15 (Call-Off Contract Management) 1.

## Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions): **Operational Board**" the board established in accordance with paragraph 4.1 of this Schedule; **Project Manager**" the manager appointed in accordance with paragraph 2.1 of this Schedule;

## 2. Project Management

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

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

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

## 3. Role of the Supplier Contract Manager

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

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

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

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

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

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

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

## 4. Role of the Operational Board

Framework Ref: RM6263

Project Version: v1.0

## **Call-Off Schedule 14B (Service Levels and Balanced Scorecard)**

Call-Off Ref:

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

## **5. Contract Risk Management**

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

## **Annex: Contract Boards**

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

### **TBC Post Contract Award.**

## Call-Off Schedule 14B (Service Levels and Balanced Scorecard)

Call-Off Ref:

## Call-Off Schedule 18 (Background Checks)

### 1. When you should use this Schedule

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

### 2. Definitions

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

### 3. Relevant Convictions

- 3.1.1 The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.
- 3.1.2 Notwithstanding Paragraph 3.1.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):
- (a) carry out a check with the records held by the Department for Education (DfE);
  - (b) conduct thorough questioning regarding any Relevant Convictions; and
  - (c) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS), and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Deliverables any person who has a Relevant Conviction or an inappropriate record.

**Call-Off Schedule 14B (Service Levels and Balanced Scorecard)**

Call-Off Ref:

Framework Ref: RM6263

## **Annex 1 – Relevant Convictions**

**[Insert Relevant Convictions here]**

**Call-Off Schedule 14B (Service Levels and Balanced Scorecard)**

Call-Off Ref:

# **Call-Off Schedule 14B (Service Levels and Balanced Scorecard)**

## **SECTION 1 SERVICE LEVELS**

### **1. Definitions**

1.1 In this Section 1 of 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"** means a failure to meet the Service Level Performance Measure in respect of a Service Level;

**"Service Level Performance Measure"** shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and

**"Service Level Threshold"** shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

**Call-Off Schedule 14B (Service Levels and Balanced Scorecard)**

Call-Off Ref:

**2. What happens if you do not meet the Service Levels**

- 2.1** The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
  
- 2.2** The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule.
  
- 2.3** The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
  
- 2.4** Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
  - 2.4.1** 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;

## Call-Off Schedule 14B (Service Levels and Balanced Scorecard)

Call-Off Ref:

- 2.4.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards.

### 3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure the Buyer shall be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"), provided that the operation of this Paragraph 3 shall be without prejudice to the right of the

Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

## Part A: Service Levels

### 1. Service Levels

If the level of performance of the Supplier:

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

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

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

- 1.2.2 instruct the Supplier to comply with the Rectification Plan Process; and/or

## **Call-Off Schedule 14B (Service Levels and Balanced Scorecard)**

Call-Off Ref:

1.2.3 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).

### **3. Buyer redress for failure to provide Services at or above Service Levels**

2.1 The Buyer may ask for a Rectification Plan if the Supplier fails to meet [ any of the Service Levels (“Default”) within Section 1 (Service Levels) in any 12-Month rolling period.

2.2 This Rectification Plan must clearly detail the improvements and associated timeframes within which the Supplier shall meet and achieve the Service Levels. The Rectification Plan must be provided in accordance with Clause 10.3 of the Core Terms and any failure to correct a Default in line with an accepted Rectification Plan, or failure to provide a Rectification Plan within 10 days of the request may result in

the Buyer exercising its right to terminate the Contract in accordance with Clause 10.4 of the Core Terms.

## **Annex A to Part A: Services Levels Table**

See Order form Material KPIs

## **Part B: Performance Monitoring**

### **2. Performance Monitoring and Performance Review**

2.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the

**Call-Off Schedule 14B (Service Levels and Balanced Scorecard)**

Call-Off Ref:

Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

2.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to Paragraph 1.1 of Part B 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; and

2.2.5 such other details as the Buyer 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 Supplier and the Buyer 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 Supplier at such location, format and time (within normal business hours) as the Buyer shall reasonably require;

2.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and

**Call-Off Schedule 14B (Service Levels and Balanced Scorecard)**

Call-Off Ref:

- 2.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 2.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 2.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier for any specified Service Period.

**3. Satisfaction Surveys**

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

**Call-Off Schedule 14B (Service Levels and Balanced Scorecard)**

Call-Off Ref:

**SECTION 2 BALANCED SCORECARD**

1.1 As an alternative to or in addition to Service Levels (under Section 1 above) and the Supplier’s performance management obligations under the Framework Contract, the Buyer and Supplier may agree to follow the Balanced Scorecard and key performance indicators (“KPIs”) for a Call-Off Contract and, if applicable, one or more of its Statements of Work.

# Balanced Scorecard

<p><b>KPI – Performance to Pay Process</b></p> <p>In accordance with an agreed performance to pay process, suppliers submit the following 'inputs':</p> <ul style="list-style-type: none"> <li>*Accurate and complete timesheets in a timely manner;</li> <li>*Accurate and complete Acceptance Certificates in a timely manner;</li> <li>*Accurate and complete Supplier Reports in a timely manner;</li> <li>*Accurate and complete invoices in a timely manner</li> </ul> <p><b>Measurement</b></p> <table border="1"> <tr> <td>All of the inputs are submitted in accordance with the performance to pay process timescales and contain accurate and complete information.</td> <td>*Inputs are later than prescribed in the performance to pay process but within 5 working days of the prescribed dates.</td> <td>*Inputs are later than 5 working days in the prescribed performance to pay process.</td> </tr> <tr> <td></td> <td>*Inputs are incomplete or inaccurate.</td> <td>*Inputs contain significant errors.</td> </tr> </table> <p>Source: Supplier Reports/ Invoices Owner: To be agreed</p>	All of the inputs are submitted in accordance with the performance to pay process timescales and contain accurate and complete information.	*Inputs are later than prescribed in the performance to pay process but within 5 working days of the prescribed dates.	*Inputs are later than 5 working days in the prescribed performance to pay process.		*Inputs are incomplete or inaccurate.	*Inputs contain significant errors.	<p>Supplier Name</p>	<p><b>KPI – People (Resourcing)</b></p> <p>Successful recruitment and placement of key resources/ provision of facilities meets the planned deliverables and contractual obligations; the supplier pro-actively manages their resource skills/ state of facilities by identifying issues early and in a timely fashion addressing any deficits.</p> <p><b>Measurement</b></p> <table border="1"> <tr> <td>*Targets met for all resources/ facilities</td> <td>*targets met for most (50%+) resources/ facilities through no fault of the Buyer;</td> <td>*target missed for most resources/ facilities requested through no fault of the Buyer;</td> </tr> </table> <p>Source: Project Managers and Wider Buyer team's verification. Owner: To be agreed</p>	*Targets met for all resources/ facilities	*targets met for most (50%+) resources/ facilities through no fault of the Buyer;	*target missed for most resources/ facilities requested through no fault of the Buyer;																
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<p><b>KPI – Partnering Behaviours and Added Value</b></p> <p>*Supplier promotes positive collaborative working relationships within and across team by acting in a transparent manner. Supplier shows commitment to Buyer goals through adding value over and above the provision of compensated skilled personnel/ facilities.</p> <p><b>Measurement</b></p> <table border="1"> <tr> <td>*No behavioural problems identified.</td> <td>*Some minor behavioural problems.</td> <td>*Significant behavioural problems</td> </tr> <tr> <td>*Buyer workshops attended and positive contributions made.</td> <td>*Supplier only attends some workshops or provides minor contributions.</td> <td>*Supplier contributions are rare or insignificant and shows little interest in working with other suppliers</td> </tr> <tr> <td>*Added Value recognised by the programme above provision of compensated skilled resource/ facilities</td> <td>*Supplier adds some value above provision of compensated resource/ facilities but this is not regarded as significant.</td> <td>*no added value contributions recognised by Programme.</td> </tr> </table> <p>Source: Collective feedback on suppliers from both Buyer and other supplier staff. Owner: To be agreed</p>	*No behavioural problems identified.	*Some minor behavioural problems.	*Significant behavioural problems	*Buyer workshops attended and positive contributions made.	*Supplier only attends some workshops or provides minor contributions.	*Supplier contributions are rare or insignificant and shows little interest in working with other suppliers	*Added Value recognised by the programme above provision of compensated skilled resource/ facilities	*Supplier adds some value above provision of compensated resource/ facilities but this is not regarded as significant.	*no added value contributions recognised by Programme.	<table border="1"> <tr> <td>Performance to Pay </td> <td>People - Resourcing </td> </tr> <tr> <td>Partnering </td> <td>People - Delivery </td> </tr> </table>	Performance to Pay 	People - Resourcing 	Partnering 	People - Delivery 	<p><b>KPI – People in Place (Delivery)</b></p> <p>All Supplier resources delivering services for the contracts are performing to the expected standard for the skill-set supplied and/or all facilities are to the expected standard.</p> <p><b>Measurement</b></p> <table border="1"> <tr> <td>* No resources are swapped out due to deficiency in skill-set and/or no change of facilities is required.</td> <td>* Minor issues noted with quality of work/ standard of facilities</td> <td>*Resource is swapped out from project due to deficiency in skill-set/ change of facility is required</td> </tr> <tr> <td>* No problems identified with quality of work/ state of facility</td> <td>* Few contributions made within team.</td> <td>*Persistent issues with quality of work/ facilities noted (maybe minor ones which have persisted from one month to another)</td> </tr> <tr> <td>* Supplier is making positive team contributions.</td> <td></td> <td>*Significant issue with quality of work/ facility noted in a month.</td> </tr> <tr> <td>* Supplier skills/ facilities meet the standards expected.</td> <td></td> <td></td> </tr> </table> <p>Source: Project Manager and Wider Buyer team Owner: To be agreed</p>	* No resources are swapped out due to deficiency in skill-set and/or no change of facilities is required.	* Minor issues noted with quality of work/ standard of facilities	*Resource is swapped out from project due to deficiency in skill-set/ change of facility is required	* No problems identified with quality of work/ state of facility	* Few contributions made within team.	*Persistent issues with quality of work/ facilities noted (maybe minor ones which have persisted from one month to another)	* Supplier is making positive team contributions.		*Significant issue with quality of work/ facility noted in a month.	* Supplier skills/ facilities meet the standards expected.		
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1.2 The purpose of the Balanced Scorecard is to promote contract management activity through measurement of the Supplier’s performance against KPIs. The Buyer and Supplier shall agree the content of the Scorecard before the Call-Off Contract Start Date including the Material KPIs as defined in Framework

## **Call-Off Schedule 14B (Service Levels and Balanced Scorecard)**

Call-Off Ref:

Schedule 4 (Framework Management). Targets and measures to be listed in the Scorecard (example above for guidance only) should be tailored to meet the Buyer's needs and the Supplier's competences.

1.3 The recommended process for using the Balanced Scorecard is as follows:

the Buyer and Supplier agree a template Balanced Scorecard together with a performance management plan which clearly outlines the responsibilities and actions that will be taken if agreed performance levels are not achieved.

- on a pre-agreed schedule (for example, Monthly) both the Buyer and the Supplier provide a rating on the Supplier's performance
- following the initial rating, both Parties meet to review the scores and agree an overall final score for each KPI
- following agreement of final scores, the process is repeating as per the agreed schedule

## **2. Buyer redress for failure to provide Services at or above Service Levels**

2.1 The Buyer may ask for a Rectification Plan if the Supplier:

2.1.1 fails to meet any of the key performance indicators ("KPIs") listed within Section 2 (Balanced Scorecard) ("a Default") on at least 3 occasions within a 12-Month rolling period

2.1.2 demonstrates poor performance of a Call-Off Contract and, if applicable, any Statement of Work, evidenced through Buyer feedback to CCS that the Supplier has scored a 'red' status on any one of the [4] KPI targets listed on the Balanced Scorecard, on at least [2] occasions within a Call-Off Contract duration, or within a period of 3 Months (whichever is the earlier)

## Call-Off Schedule 14B (Service Levels and Balanced Scorecard)

Call-Off Ref:

- 2.2 This Rectification Plan must clearly detail the improvements and associated timeframes within which the Supplier shall meet and achieve the KPI targets. The Rectification Plan must be provided in accordance with Clause 10.3 of the Core Terms and any failure to correct a Default in line with an accepted Rectification Plan, or failure to provide a Rectification Plan within 10 days of the request may result in the Buyer exercising its right to terminate the Contract in accordance with Clause 10.4 of the Core Terms.

### 3. Performance Monitoring and Performance Review

- 3.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of KPIs in the Balanced Scorecard will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed which shall contain, as a minimum, the following information in respect of the relevant KPIs just ended:
  - 3.2.1 for each KPI, the actual performance achieved over the relevant period;
  - 3.2.2 a summary of all failures to achieve KPIs that occurred during that period;
  - 3.2.3 details of any failures of KPIs across the Call-Off Contract and, if applicable, each one or more SOW;
  - 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence; and
  - 3.2.5 such other details as the Buyer may reasonably require from time to time.

**Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown**  
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- 3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
- 3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location, format and time (within normal business hours) as the Buyer shall reasonably require;
  - 3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
  - 3.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 3.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier for any specified period.

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

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract. As issued during the procurement process:

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## **1. PURPOSE**

1.1. The purpose of this further call-off competition is to identify a third-party Supplier who can support the Department for Work & Pensions (DWP) in the delivery of its Digital Future.

1.2. Within DWP this is led by Digital Group who are transforming DWP's services so that customers can access vital services quickly, easily and in a seamless and joined up way, ultimately improving the customer and colleague experience.

## **2. BACKGROUND TO THE CONTRACTING AUTHORITY**

2.1. DWP (hereinafter referred to as the Contracting Authority) is responsible for welfare, pensions, and child maintenance policy. As the UK's biggest public service department, it administers the State Pension, Universal Credit, and a range of working age, disability, and ill health benefits to over 22 million claimants and customers.

2.2. The Contracting Authority is responsible for:

- 2.2.1. understanding and dealing with the causes of poverty rather than its symptoms
- 2.2.2. encouraging people to work and making work pay
- 2.2.3. encouraging disabled people and those with ill health to work and be independent
- 2.2.4. providing a decent income for people of pension age and promoting saving for retirement
- 2.2.5. providing value for money and reducing levels of fraud and error

2.3. The Contracting Authority aims to:

- 2.3.1. run an effective welfare system that enables people to achieve financial independence by providing assistance and guidance into employment
- 2.3.2. increase saving for, and security in, later life
- 2.3.3. create a fair and affordable welfare system which improves the life chances of children

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2.3.4. deliver outstanding services to our customers and claimants

2.3.5. deliver efficiently and transform the way the services are delivered to reduce costs and increase efficiency

2.4. The Contracting Authority has several associated entities or Arm's Length Bodies (ALBs) for which the Services under this Procurement can be made available for use.

2.5. Suppliers are to be aware that these Contract Agreements can be used by the following ALBs:

2.5.1. Disabled Peoples Employment Corporation

2.5.2. Health & Safety Executive

2.5.3. Industrial Injuries Advisory Council

2.5.4. Money and Pension Service

2.5.5. National Employment Savings Trust

2.5.6. Office for Nuclear Regulation

2.5.7. Social Security Advisory Committee

2.5.8. The Pension Ombudsman

2.5.9. The Pension Protection Fund

2.5.10. The Pension Regulator

### **3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT**

3.1 The Contracting Authority is seeking to put in place a 12-month Contract that provides for the provision of Resources in support of its Retirement Bereavement & Care (RBC) Project. At a high-level RBC requires a supplier to deliver specific digital outcomes to meet citizens' pre and post State pensions-age needs, which will require specific digital capabilities and capacity. The Contracting Authority want to encourage the majority of interaction with citizens through digital self-service.

3.2 Our services provide the following for citizens:

3.1.1. Help citizens plan for their retirement through providing a forecast of pension income

3.1.2. Help citizens claim their pension online

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- 3.1.3. Help citizens claim their entitlement when responsible for the care of another
- 3.1.4. Help citizens claim their seasonal payments
- 3.1.5. Help bereaved citizens understand the support available to them

3.2. During the period of this contract the supplier would be supporting RBC to deliver Business Plan Outcomes across the following services:

- 3.2.1. Plan Your Retirement Service
- 3.2.2. Get Your State Pension Service
- 3.2.3. Manage Your Pension Credit
- 3.2.4. Seasonal Payments
- 3.2.5. Carers Allowance
- 3.2.6. Attendance Allowance
- 3.2.7. Support for Bereavement
- 3.2.8. Support for Common Capabilities (in support of DWP Strategic Reference Architecture).

3.3. Examples of business outcomes this contract will support are as follows:

- 3.3.1. Automation and Citizen Straight Through Processing
- 3.3.2. New claims being kept and maintained in digital services
- 3.3.3. Online change of circumstances
- 3.3.4. Migration of data from legacy systems to new digital services
- 3.3.5. Full digital service enabling removal of reliance on legacy systems and decommissioning activity to commence
- 3.3.6. Development of Common Capabilities (in support of DWP Strategic Reference Architecture).

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3.4. The Contracting Authority requires a Supplier who can meet its ongoing requirements for a 12-month contract term (initial term).

3.5. As per framework terms there will be an option to extend for up to a 3-month period.

3.6. This requirement will be for a supply of Resources working under the rainbow team accountability model described in DSP framework schedule 1, the Contracting Authority will undertake any necessary CEST assessment and where appropriate issue a Status Determination Statement.

## **4. DEFINITIONS**

4.1. Not used.

## **5. SCOPE OF REQUIREMENT**

5.1. The Supplier will work with the Contracting Authority to:

5.1.1 support the FAS Programme by undertaking testing and Quality Assurance of reports written by a 3rd party and to write/test new reports, predominantly against 2 pre-built Cognos services.

5.1.2 report to the DWP CMPD Data Management team, who are responsible for delivering and designing Performance Reporting for the future FAS contracts. The team are spread over multiple sites: Blackpool, Manchester, Sheffield, Leeds and Newcastle. Hybrid working will be the norm with the team currently working 40%+ time in one of the hub offices listed above (we will provide collaboration tooling). Some travel for induction/meetings (unlikely to be overnight) will be required.

5.2. The Contracting Authority will provide all IT equipment to enable supplier resources to access DWP networks for the sole purpose of delivering the outcomes described at 5.1 (Scope of Requirements).

5.3. CV's for Supplier Staff will be required on a case by case basis as requested by the Contracting Authority.

## **6. THE REQUIREMENT**

6.1. The start date of the requirement is 4<sup>th</sup> March 2024 and the end date is 6<sup>th</sup> September 2024..

6.2. Rainbow Team accountability model will apply to this contract and all Supplier Staff will be deemed inside scope of IR35 regulations.

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6.3. The supplier is required to provide resources as specified below. The roles highlighted will be required at start of the contract with the other roles being required throughout the term of the contract:

DDAT Role	Quantity	SFIA Level	Clearance
Senior Software Developer	<b>1</b>	<b>4</b>	<b>BPSS</b>

6.4. Supplier Staff will be expected to support knowledge transfer and upskilling of DWP colleagues within the team environment.

## **7. KEY MILESTONES AND DELIVERABLES**

7.1. Milestones are not applicable for this contract. This is for Supplier Staff under a Rainbow Team accountability model.

7.2. In accordance with the Contract Management provisions (see para 20 – Contract Management), the Contracting Authority and Supplier will jointly review Supplier performance to ensure satisfactory delivery of agreed outcomes.

## **8. MANAGEMENT INFORMATION/REPORTING**

8.1. The Supplier will be required to deliver reporting requirements as detailed in Framework Schedule 5 (Management Charges and Information) and Call off Schedule 1 (Transparency Reports).

8.2. In addition to the Management Information required as stated above. The Supplier will be required to provide the following information for all Resource engagements:

- 8.2.1. Supplier Staff Name(s)
- 8.2.2. Start and End date of the Engagement
- 8.2.3. The contracted Day Rate of the Supplier Staff
- 8.2.4. Whether the Supplier Staff on a payroll with PAYE and National insurance deductions made at source
- 8.2.5. Provision of the fee payer details for each of the Supplier Staff (e.g. Supplier PAYE, Agent PAYE, Umbrella Company)

8.3. The Supplier shall be required to notify the Contracting Authority of any change in the employment status of the Supplier Staff.

## **9. VOLUMES**

9.1. The volumes applicable to this contract are in covered in section 6.3.

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## 10. CONTINUOUS IMPROVEMENT

10.1. The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

10.2. The Supplier should present new ways of working to the Contracting Authority during quarterly Contract review meetings.

10.3. Changes to the way in which the Services are to be delivered must be brought to the Contracting Authority's attention and agreed prior to any changes being implemented.

## 11. SOCIAL VALUE

11.1. The Contracting Authority is committed to delivering the Government Social Value goals, as detailed in the Social Value Model: [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/940826/Social-Value-Model-Edn-1.1-3-Dec-20.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940826/Social-Value-Model-Edn-1.1-3-Dec-20.pdf)

11.2. In support of this, the Contracting Authority requires the successful Supplier under this procurement to demonstrate and report on their commitment to the Social Value Themes and Policy Outcomes: Social Reporting will be provided at account level across all Call-Off Contracts.

Themes		Policy Outcomes
Theme 1	COVID 19 Recovery	Help local communities to manage and recover from the impact of COVID-19
Theme 2	Tackling economic inequality	Create new businesses, new jobs, and new skills
		Increase supply chain resilience and capacity
Theme 3	Fighting climate change	Effective stewardship of the environment
Theme 4	Equal Opportunity	Reduce the disability employment gap
		Tackle workforce inequality
Theme 5	Wellbeing	Improve health and wellbeing
		Improve community cohesion

11.3. In view of the Contracting Authority's objective of encouraging people to work and making work pay and its aim to provide assistance and guidance into employment, the Contracting Authority is particularly interested in Supplier commitments that support these goals, and which align more directly with themes 1, 2 and 4 of the Social Value Model.

11.4. There are many ways Suppliers may be able to demonstrate their support, including but not limited to:

11.4.1. Kickstart Scheme: As part of the Government's response to tackling the impact of COVID on employment, the

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Department launched the Kickstart Scheme, aimed at helping young people who are at risk of long-term unemployment get the experience to help get them into long-term employment: <https://www.gov.uk/government/collections/kickstart-scheme>

11.4.2. Apprenticeship Schemes: [Apprenticeships](#)

11.4.3. Graduate Schemes: <https://nationalcareers.service.gov.uk/careers-advice/how-to-find-graduate-schemes/>

11.4.4. Returnship Programmes: [Toolkit for returners: helping you back to work \(publishing.service.gov.uk\)](#)

11.4.5. Creating Opportunities for ex-offenders: <https://www.gov.uk/government/publications/unlock-opportunity-employer-information-pack-and-case-studies/employing-prisoners-and-ex-offenders>

11.4.6. Recruiting ex-service personnel: <https://www.gov.uk/guidance/recruitment-for-ex-services-personnel>

## **12. SUSTAINABILITY**

12.1. The Contracting Authority is committed to a 100% reduction of greenhouse gas emissions and requires the successful Supplier under this procurement to demonstrate an organisational commitment to the 'Net Zero' target.

12.2. Further information can be found here:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/1054373/Guidance-on-adopting-and-applying-PPN-06\\_21--Selection-Criteria-Jan22\\_1.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1054373/Guidance-on-adopting-and-applying-PPN-06_21--Selection-Criteria-Jan22_1.pdf)

## **13. QUALITY**

13.1. The Supplier Staff must have the necessary knowledge, skills, experience and qualifications to meet the Digital, Data and Technology Profession Capability Framework standards: <https://www.gov.uk/government/collections/digital-data-and-technology-profession-capability-framework>

13.2. Supplier Staff will also need to have experience of the technologies used by the Contracting Authority as detailed in the DWP technical stack attached under Annexure 1.

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## **14. PRICE**

- 14.1. The Supplier shall provide a Rate Card for the Roles specified in section 6 -The Requirement. The Rates shall be for Resources deemed to be Inside the scope of IR35.
- 14.2. The day rates for any role required must not exceed the Supplier rate available under Lot 2 of the Digital Specialist and Programs (DSP Framework)
- 14.3. The following principles shall apply to the Supplier's Rate card:
- 14.3.1. Working Day – 8 hours exclusive of travel and lunch
  - 14.3.2. Working Week – Monday to Friday excluding national holidays
  - 14.3.3. Office Hours - 9am to 5pm Monday to Friday
  - 14.3.4. Outside of normal Office Hours – Through agreement between the Contracting Authority and the Supplier, Supplier Staff can be provided to cover Out of Hours support based on the day rates in the Rate Card.
  - 14.3.5. Cost for Hybrid working – expectation is the supplier covers this cost and this is included within the day rate for the base location stipulated in section 21.

## **15. EXPENSES**

- 15.1. The Supplier Staff are expected to travel to and from the Contracting Authority specified hub site at no additional cost to the Contracting Authority. However, where the Contracting Authority requires Supplier Staff to travel to another location, costs of travel will be payable by the Contracting Authority.
- 15.2. Any trips must be approved in advance by the Contracting Authority; failure to do so will result in the Contracting Authority rejecting any costs invoiced.
- 15.3. Supplier Staff are be expected to book travel independently of the Contracting Authority at the most cost-effective rate and in accordance with the Contracting Authority's own internal travel policy as attached under Annex 2 – DWP Travel Policy.

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## 16. STAFF AND CUSTOMER SERVICE

16.1. The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

16.2. The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

16.3. The Supplier shall ensure that staff understand the Contracting Authority's vision and objectives and will provide excellent customer service to the Contracting Authority throughout the duration of the Contract.

## 17. SERVICE LEVELS AND PERFORMANCE

17.1. The Contracting Authority will measure the quality of the Supplier's delivery through the key performance indicators (KPI's ) in the table below;

KPI	Service Area	KPI description	Target
1	Performance	Supplier Staff provided have the necessary knowledge, skills, experience, and qualifications and are able to deliver to the required standard.	98%
2	Lead Times	Where Contracting Authority request CVs from the supplier, the supplier shall provide suitable CVs within 3 working days. If requested by the Contracting Authority the Supplier shall arrange interviews within 2 working days of the Contracting Authority confirming which CV's are of interest.	95%
3	Reporting	Quality and accuracy of Management Information Reports received within agreed reporting timescales	95%

17.2. Where any Supplier Staff member isn't delivering to the expected quality and performance, the Contracting Authority will ask the Supplier to provide a replacement within 5 working days. If the Supplier is unable to

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provide the Supplier Staff with the necessary knowledge, skills, experience and qualifications, the Contracting Authority may seek a Rectification Plan in accordance with the Core Terms. Failure to successfully deliver the Rectification Plan may lead to termination of the Contract.

## **18. SECURITY AND CONFIDENTIALITY REQUIREMENTS**

18.1. SC Clearance is required for Data Architect, Data Engineer, Data Scientist & Data Analyst. BPSS Security level is required for all other resource working under this this requirement.

18.2. DSP Call Off Schedule 9 (Security) Part B The Long Form Security Requirements will apply.

18.3. In addition, the Contracting Authority requires the following clauses to be included in any resultant Contract:

18.4. Risk Management:

18.4.1. The Supplier shall and shall procure that any Sub-contractor (as applicable) shall, co-operate with the Contracting Authority in relation to the Contracting Authority's own risk management processes regarding the Services.

18.4.2. For the avoidance of doubt, the Supplier shall pay all costs in relation to undertaking any action required to meet the requirements stipulated in this section 18.4. Any failure by the Supplier to comply with any requirement of section 18.4 (regardless of whether such failure is capable of remedy), shall constitute a Material Breach entitling the Contracting Authority to exercise its rights under clause.

18.5. Security Audit and Assurance:

18.5.1. The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, complete the information security questionnaire in the format stipulated by the Contracting Authority (the "Information Security Questionnaire") at least annually or at the request by the Contracting Authority. The Supplier shall provide the completed Information Security Questionnaire to the Contracting Authority within one calendar month from the date of request.

18.5.2. The Contracting Authority, or an agent appointed by it, may undertake Security Tests in respect of the Supplier's Systems Environment after providing advance notice to the Supplier. If any Security Test identifies any non-compliance with the Contracting Authority's Security Requirements, the Supplier shall, at its own expense, undertake those actions required in order to rectify such identified non-compliance in the

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manner and timeframe as stipulated by the Contracting Authority at its absolute discretion. The Supplier shall provide all such co-operation and assistance in relation to any Security Test conducted by the Contracting Authority as the Contracting Authority may reasonably require.

18.5.3. The Contracting Authority shall schedule regular security governance review meetings which the Supplier shall and shall procure that any Sub-contractor (as applicable) shall, attend.

18.6. Security Policies and Standards

18.6.1. The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, comply with the Security Policies and Standards set out in section 18.8 below.

18.6.2. Notwithstanding the foregoing, the Contracting Authority's Security Requirements applicable to the Services may be subject to change following certain events including, but not limited to, any relevant change in the delivery of the Services. Where any such change constitutes a Contract Change, any change in the Contracting Authority's Security Requirements resulting from such Contract Change (if any) shall be agreed by the Parties in accordance with the Contract Change Procedure. Where any such change constitutes an Operational Change, any change in the Contracting Authority's Security Requirements resulting from such Operational Change (if any) shall be agreed by the Parties and documented in the relevant Operational Change Confirmation.

18.6.3. The Supplier shall and shall procure that any Sub-contractor (as applicable) shall, maintain appropriate records and is otherwise able to demonstrate compliance with the Security Policies and Standards.

18.7. Security Policies and Standards

18.7.1. The Security Policies are published on:

[DWP procurement: security policies and standards - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

18.8. The supplier will be required to comply with;

18.8.1. Acceptable Use Policy

18.8.2. Information Security Policy

18.8.3. Physical Security Policy

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- 18.8.4. Information Management Policy
- 18.8.5. Email Policy
- 18.8.6. Remote Working Policy
- 18.8.7. Social Media Policy
- 18.8.8. Security Classification Policy
- 18.8.9. HMG Personnel Security Controls – May 2018

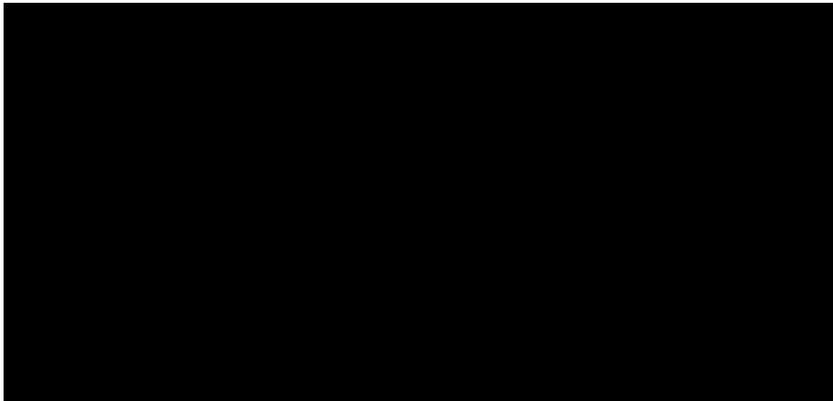
(published on [HMG personnel security controls - GOV.UK](http://www.gov.uk)  
([www.gov.uk](http://www.gov.uk)))

## **19. PAYMENT AND INVOICING**

19.1. A PO number will be provided to the Supplier when the record is set up in the Contracting Authority's Single Operating Platform (SOP).

19.2. For any supply of Resource, the Supplier shall be required to provide time sheets to the Contracting Authority named individual to allow Contracting Authority sign-off and support reconciliation to the invoice charges.

19.3. Invoices should be submitted monthly in arrears to [REDACTED].



19.5. The applicable charging method for this requirement is Time and Materials

19.6. A copy invoice should also be emailed to the Contracting Authority named individual [REDACTED].

19.7. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.



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The Contractor and any of its Sub-contractors, shall not access, process, host or transfer Authority Data outside the United Kingdom without the prior written consent of the Authority, and where the Authority gives consent, the Contractor shall comply with any reasonable instructions notified to it by the Authority in relation to the Authority Data in question. The provisions set out in this paragraph shall apply to Landed Resources.

Where the Authority has given its prior written consent to the Contractor to access, process, host or transfer Authority Data from premises outside the United Kingdom: -

- a) the Contractor must notify the Authority (in so far as they are not prohibited by Law) where any Regulatory Bodies seek to gain or has gained access to such Authority Data;
- b) the Contractor shall take all necessary steps in order to prevent any access to, or disclosure of, any Authority Data to any Regulatory Bodies outside the United Kingdom unless required by Law without any applicable exception or exemption.