



Business Services Authority



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

Order Form

CALL-OFF REFERENCE:	W44500: Accounts Payable Audit Software
THE BUYER:	NHS Business Services Authority
BUYER ADDRESS	Stella House, Goldcrest Way, Newcastle Upon Tyne NE15 8NY
THE SUPPLIER:	Softcat Plc
SUPPLIER ADDRESS:	Solar House, Fieldhouse Lane, Marlow SL7 1LW
REGISTRATION NUMBER:	02174990
DUNS NUMBER:	39-733-3253
SID4GOV ID:	02174990

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 23rd of February 2023.

It's issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

CALL-OFF LOT(S):

The relevant lot number is:

- Lot 3 – Software Products and Associated Services

CALL-OFF INCORPORATED TERMS

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

- 1 This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2 Joint Schedule 1 (Definitions and Interpretation) RM6068
- 3 The following Schedules in equal order of precedence:
 - Joint Schedules for RM6068

- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Call-Off Schedules for W44500: Accounts Payable Audit Software
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 8 (Business Continuity & Disaster Recovery) Part B
 - Call-Off Schedule 9 (Security) Part C
 - Call-Off Schedule 10 (Exit Management) Part B
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
- 4 CCS Core Terms (version 3.0.6)
- 5 Joint Schedule 5 (Corporate Social Responsibility) RM6068
- 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: None

CALL-OFF START DATE:	24 February 2023
CALL-OFF EXPIRY DATE:	23 February 2026
CALL-OFF INITIAL PERIOD:	36 Months
CALL-OFF OPTIONAL EXTENSION PERIOD	An extension of 12 months as notified by the Authority to the Supplier no less than 30 days prior to the Call-Off Expiry Date.

CALL-OFF DELIVERABLES

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

LOCATION FOR DELIVERY

NHSBSA, Stella House, Goldcrest Way, Newcastle Upon Tyne NE15 8NY

DATES FOR DELIVERY OF THE DELIVERABLES

Licences to be available on and from 24 February 2023.

TESTING OF DELIVERABLES

See details in Call-Off Schedule 13 (Implementation Plan & Testing)

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 90 days.

MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is indicated in Call Off Schedule 5 of this document.

CALL-OFF CHARGES

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

The Charges will not be impacted by any change to the Framework Prices. Charges will remain fixed for the Contract Term, subject to an increase in line with CPI inflation for the Extension Period only. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of a Specific Change in Law or Benchmarking using Call-Off Schedule 16 (Benchmarking) where this is used.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Payment to be made via BACs.

BUYER'S INVOICE ADDRESS:

The NHS Business Services Authority

Accounts Payable

Email: nhsbsa.accountspayable@nhs.net

Address: Stella House, Goldcrest Way, Newcastle Upon Tyne NE15 8NY

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Detailed in Appendix A of this Order Form

BUYER'S SECURITY POLICY

Detailed in Appendix B of this Order Form

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on or around the first Working Day of each quarter

KEY STAFF

[REDACTED]

[REDACTED]

Audit Partnership

Pricing included in Call Off Schedule 5 of this document.

Not applicable

Not applicable

Not applicable

Not applicable

For and on behalf of the Supplier:

For and on behalf of the Buyer:

Appendix 1 BUYER'S ENVIRONMENTAL POLICY



Business Services Authority

Environmental policy

The NHSBSA is a Special Health Authority and an Arm's Length Body (ALB) of the Department of Health (DH). We provide a range of critical central services to NHS organisations, NHS contractors, patients and the public. The NHSBSA was created in 2006 by bringing together a number of previously separate NHS organisations. We still deliver the core range of services we started with and have taken on additional services as our stakeholders' needs have evolved.

We recognise that our activities, products and services, and the way we choose to deliver them, can have both a negative and positive impact upon the environment, and therefore an impact upon our employees and local communities.

We are committed to:

- ✓ protecting the environment and preventing pollution caused by what we do
- ✓ ensuring that we comply with environmental laws related to what we do, and meeting the requirements of other policies, strategies etc. we support such as those created by Government, Department of Health and NHS
- ✓ continually improve our environmental management system to enhance our performance by setting and reviewing objectives and targets relevant to the NHSBSA each year. We focus on:
 - maintaining an appropriate governance framework, which ensures continual improvement and a commitment to fulfil our compliance obligations
 - reducing greenhouse gas emissions and adapting to climate change
 - reducing waste and maximising resource efficiency
 - reducing water use
 - creating wider environmental, social and economic value, through our activities and our supply chain

We will achieve this by:

- ✓ operating an NHSBSA-wide environmental management system, which instructs staff and others on how to carry out key activities
- ✓ training and coaching staff (and others where appropriate) to ensure they understand how to play their part
- ✓ communicating with staff (and others where appropriate) about environmental issues
- ✓ actively engaging with relevant forums and groups to learn from others and share our knowledge and experience

Michael Brodie, Chief Executive NHSBSA

Appendix 2 BUYER'S SECURITY POLICY



Business Services Authority

				<p>Objectives.</p> <ul style="list-style-type: none"> - Included new roles, responsibilities and authorities - Inclusion of new Annex 2
V1.2	January 2020	Information Security Risk and BC Manager	Sent to wider security team for review and comment	Incorporated suggested changes and comments.
V1.3	February 2020	Information Security Risk and BC Manager		To be discussed at ISMS Management Review Group on 10/02/20 and BISG on 20/02/20.
V1.4	February 2020	Information Security Risk and BC Manager		<p>Changes made following ISMS Mgt Review Group comments.</p> <p>BISG approval on 20/02/20</p>
V2.0	February 2020	Information Security Risk and BC Manager	BISG	Approved at BISG 20/02/2020 – communicated to all staff.
V2.1	October 2020	Information Security Risk and BC Manager		<p>Doc updated earlier than annual review period to reflect a number of key impacts/changes;</p> <ul style="list-style-type: none"> • Separation of Info Sec objectives into a standalone document • CIA definitions now aligned with ISO 27000 • Removal of Annex 2 and replaced with a diagram (Still WIP). <p>Sent to internal security functions for peer-review</p>
V2.2	January 2021	Information Security Risk and BC Manager		Sent to BISG for review and approval
V3.0	January 2021	Information Security Risk and BC Manager	BISG	Approved at BISG

Information security policy statement

The NHSBSA is an Arm's Length Body (ALB) of the Department of Health and Social Care (DHSC). We are responsible for providing platforms and delivering services which support the priorities of the NHS, Government and local health economies and in so doing we manage around £35 billion of NHS spend annually.

The volumes and sensitivity of data we hold requires the Leadership Team and Board to be accountable and demonstrate leadership and commitment in relation to information security to support our wider strategic goals and to support staff in their Information Security roles and responsibilities.

Our Information Security objectives continue to align and support the achievement of our strategic goals and CARE values. These are reviewed and tracked by the Information Security Management System (ISMS) Management Review Group as part of our quarterly review meetings.

In order to achieve our Information Security objectives, we continue to effectively manage, monitor and maintain our ISMS which is currently aligned with ISO 27001 '*Information Security management system requirements*' until such times as we become formally certified during 2021. We are committed to continually satisfying the requirements set out in ISO 27001 through our security governance structure and by having an effective ISMS documentation framework in place.

To ensure that our ISMS and security controls are implemented, operating effectively and demonstrating continual improvement, we are committed to determining and providing the necessary resources required to minimise our Information Security risks and effectively respond to the evolving landscape of internal and external threats which we face.

Our ISMS has been designed to ensure that reasonable care is taken to prevent inappropriate access, modification, or manipulation of data from taking place. In practice, this is executed through three core information security principles known as Confidentiality, Integrity & Availability (CIA);

- **Confidentiality** – property that information is not made available or disclosed to unauthorised individuals, entities, or processes
- **Integrity** - property of accuracy and completeness
- **Availability** – property of being accessible and usable on demand by an authorised entity

We will achieve these principles by continually monitoring and measuring our ISMS through metrics and Key Performance Indicators (KPIs) to ensure it is operating effectively and achieving its intended outcomes.

We will ensure that we effectively communicate this policy to our staff and contractors and any associated interested parties as appropriate.

Our ISMS will be continually reviewed to ensure its effectiveness is maintained – this will include but is not limited to the following;

- An ISMS Internal Audit Programme to review the effectiveness of the ISMS, security controls and identified corrective actions
- Appropriate metrics and KPIs to continually monitor and measure ISMS performance
- Implementation of key outputs identified from risk treatment and management review activities
- A review of all documentation within the ISMS at appropriately timed intervals

Policy Statement and Authorities

- 1.1. This policy sets out the organisational intent and importance of Information Security in the NHSBSA with primary aim of preserving the CIA of NHSBSA information assets.
- 1.2. This policy will serve as a mechanism to achieve our *Information Security Objectives - ISMSOJT 105* which contributes towards the achievement of our strategic goals and CARE values.
- 1.3. It is the high-level overarching policy for Information Security supported and underpinned by a number of specific information, technical, physical and data protection policies, standards, guidance and procedures which are clearly set out in *ISMSLIS 017 Documentation Asset Log* and available to access [here](#).
- 1.4. Finally, this overarching policy forms part of our ISMS documented information set as part of our current alignment with ISO 27001 '*Information Security management system requirements*'.

Audience

- 2.1 This policy is intended to be read and understood by all NHSBSA staff, contractors, agency staff, Board and ARC members, suppliers, and wider Interested Parties (IPs) where appropriate.

Governance, Roles, Responsibilities and Authorities

- 3.1 There is an established ISMS governance structure in place which is provided at **Annex 1**.
- 3.2 Individual Terms of Reference (TOR) are in place for each of these key groups.
- 3.3 The following roles, responsibilities, and authorities in relation to our ISMS are summarised below and overleaf;

Accounting Officer is the Chief Executive and has overall organisational accountability for ensuring that Information Security is operating effectively across the NHSBSA

Staff and contractors must:

- Conform to security policies, standards, procedures and the appropriate protection of information assets.
- Be responsible for security and remain accountable for their actions in relation to NHS and other UK Government information and information systems.
- Complete mandatory annual training relating to Information Security within the timescales set to ensure that roles and responsibilities are understood.
- Safeguard hardware, software and information in their care.
-

The Senior Information Risk Owner (SIRO):

- Be responsible for Information Security and advise the Board on the effectiveness of Information Security across the NHSBSA
- Delegate operational responsibility for Information Security to the Head of Security and Information Governance (HOSIG)
- Provide the resources needed for the establishment, implementation, maintenance, and continual improvement of the ISMS
- Receive training as necessary to ensure they remain effective in their SIRO role

The Head of Security and Information Governance (HOSIG):

- Be responsible for the day-to-day operational effectiveness of this Information Security Policy and its associated policies, standards and procedures
- Lead on the provision of expert advice to the NHSBSA on all matters concerning information security, compliance with policies, setting standards and ensuring best practice
- Provide a central point of contact for information security matters
- Ensure the operational effectiveness of security controls and processes
- Ensure that information security risks are being assessed and treated to an acceptable pre-defined level
- Be accountable to the SIRO for Information Security across the NHSBSA

Information Security Risk and Business Continuity Manager:

- Be responsible for coordinating the ISMS for the NHSBSA
- Be responsible for the implementation and effectiveness of the ISMS and all of its supporting documentation
- Ensure that all information security risks are managed in accordance with *ISMSPCD 014 – Information Security Risk Management Framework*
- Ensure that ISMS Internal Audits are conducted in accordance with *ISMSPCD 008 ISMS Internal Audit Procedure*
- Ensure the delivery of the Security Education, Awareness and Training (EAT) Programme in line with - *ISMSLIS 029 Security EAT Programme*
- Undertake an annual review of all ISMS related documentation and objectives

Information Security Assurance Manager:

- Be responsible for the facilitation of all risk-based information security assurance activities across the NHSBSA
- Lead on information security incident management and ensure all incidents are investigated and mitigated accordingly
- Carry out ISMS Internal Audits and support wider ISMS activity
- Maintain and manage ISMS Policy documentation relating to areas of responsibility

Cyber Security Operations Manager:

- Be responsible for providing Cyber security advice, research, guidance and consultancy, vulnerability and threat intelligence.
- Provide Cyber security architecture and engineering resource to facilitate safe design and implementation of products and security controls
- Ensure that all technical security risks are managed in accordance with *ISMSPCD 014 – Information Security Risk Management Framework*
- Provision of and monitoring of security systems and controls and alerts thereof
- Investigations of Cyber security incidents

The Head of Technology Operations:

- Lead on the provision of expert advice to the NHSBSA on all matters concerning technical security, compliance with relevant policies, setting standards and ensuring best practice
- Provide a central point of contact for technical security matters
- Ensure the operational effectiveness of technical security controls and processes
- Be accountable to the Chief Technology Officer (CTO) and other bodies for Technical Information Security across the NHSBSA

Information Asset Owners (IAOs) are Heads of Service or equivalent. The IAOs are senior staff members directly accountable to the SIRO and responsible for related services using Information Assets. They are also responsible;

- For understanding what information is held and why
- For knowing what is added and what is removed
- For understanding how information is moved
- For knowing who has access and why
- For ensuring their staff are aware of their Information Security responsibilities
- For ensuring their staff have completed mandatory Information Security training
- For ensuring this policy and its supporting policies, standards and procedures are built into local processes
- Delegate these responsibilities as appropriate to their staff

The Data Protection Officer (DPO):

- Be responsible for advising the NHSBSA on the best course of action to ensure that we always remain compliant with appropriate privacy and data protection legislation as set out in *ISMSLIS 062 - ISMS Compliance Risk Register*

The Caldicott Guardian:

- Be responsible for ensuring implementation of the Caldicott Principles and Data Security Standards with respect to Patient Confidential Data
- Further detailed roles & responsibilities are set out in the *Data Protection and Confidentiality Policy*

Compliance

4.1 In applying this policy, the NHSBSA will have due regard for the need to eliminate unlawful discrimination, promote equality of opportunity, and provide for good relations between people of diverse groups, in particular on the grounds of the following characteristics protected by the Equality Act (2010); age, disability, gender, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, and sexual orientation, in addition to offending background, trade union membership, or any other personal characteristic.

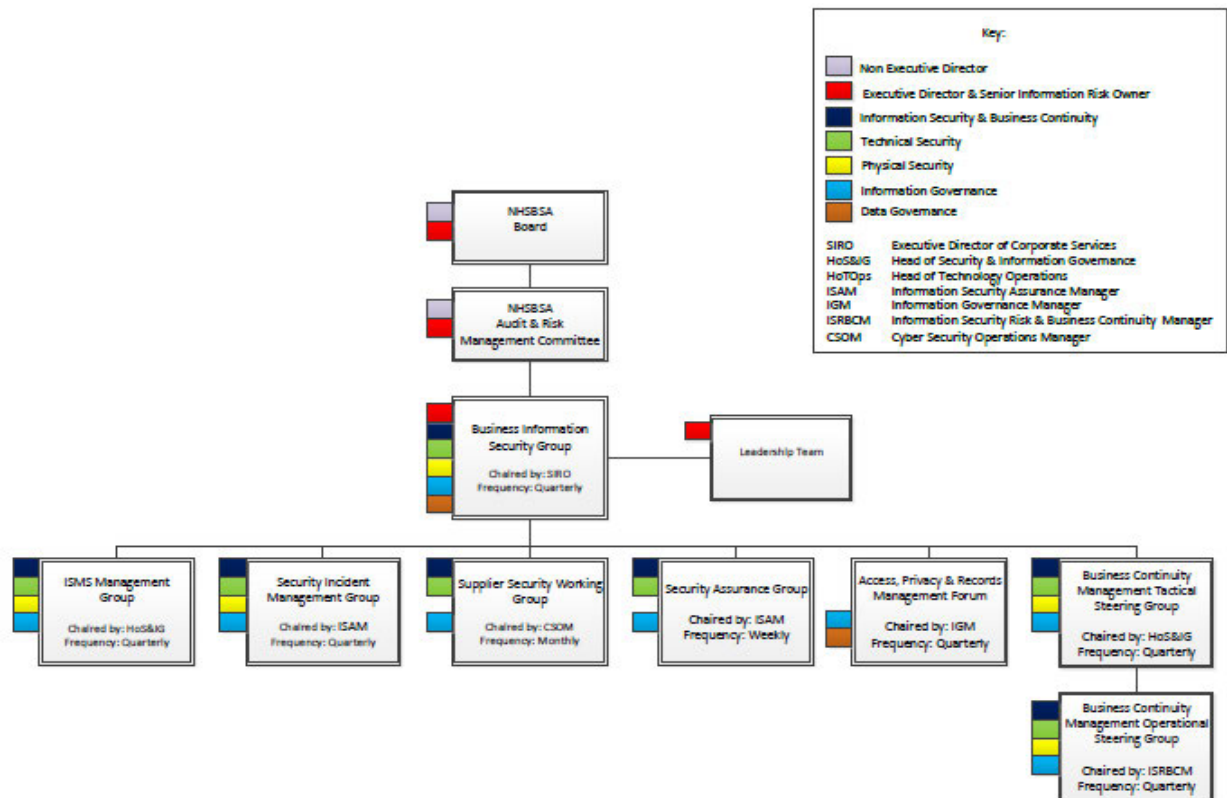
4.2 Compliance with this policy **MUST** be subject to internal and external audit to ensure its effectiveness. The following methods to verify this include but are not limited to;

- Periodic documentation reviews
- Business tool reports
- Reporting within the security governance structure
- Internal and external audits
- Feedback to the policy and standard owner

Further Information

5.1 If you require any further information and guidance on the content of this policy please contact the [Security and Information Governance Team](#) for further information.

Annex 1 – ISMS Governance Structure





Crown
Commercial
Service

Core Terms

1 Definitions used in the contract

- 1.1 Interpret this Contract using Joint Schedule 1 (Definitions).

2 How the contract works

- 2.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
- 2.2 CCS doesn't guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.
- 2.3 CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
- 2.4 If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:
- make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules)
 - create new Call-Off Schedules
 - exclude optional template Call-Off Schedules
 - use Special Terms in the Order Form to add or change terms
- 2.5 Each Call-Off Contract:
- is a separate Contract from the Framework Contract
 - is between a Supplier and a Buyer
 - includes Core Terms, Schedules and any other changes or items in the completed Order Form
 - survives the termination of the Framework Contract
- 2.6 Where the Supplier is approached by an eligible buyer requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order. The Supplier will promptly notify CCS if the eligible buyer won't use this Framework Contract.
- 2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.
- 2.8 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
- verify the accuracy of the Due Diligence Information
 - properly perform its own adequate checks
- 2.9 CCS and the Buyer won't be liable for errors, omissions or misrepresentation of any information.

- 2.10 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3 What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one)
- to a professional standard
- using reasonable skill and care
- using Good Industry Practice
- using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract
- on the dates agreed
- that comply with Law

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

3.2 Goods clauses

3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.

3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.

3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.

3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.

3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.

3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.

- 3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

- 3.3.1 Late Delivery of the Services will be a Default of a Call-Off Contract.
- 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4 Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
- 4.2 CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).
- 4.3 All Charges and the Management Charge:
- exclude VAT, which is payable on provision of a valid VAT invoice
 - include all costs connected with the Supply of Deliverables
- 4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.
- 4.5 A Supplier invoice is only valid if it:
- includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer
 - includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any)
 - doesn't include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge)
- 4.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 4.7 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, CCS or the Buyer can publish the details of the late payment or non-payment.

- 4.8 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then CCS or the Buyer may either:
- require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items
 - enter into a direct agreement with the Subcontractor or third party for the relevant item
- 4.9 If CCS or the Buyer uses Clause 4.8 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
- 4.10 CCS and the Buyer's right to enter into a direct agreement for the supply of the relevant items is subject to both:
- the relevant item being made available to the Supplier if required to provide the Deliverables
 - any reduction in the Framework Prices (and where applicable, the Charges) excludes any unavoidable costs that must be paid by the Supplier for the substituted item, including any licence fees or early termination charges
- 4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

5 The buyer's obligations to the supplier

- 5.1 If Supplier Non-Performance arises from an Authority Cause:
- neither CCS or the Buyer can terminate a Contract under Clause 10.4.1
 - the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract
 - the Supplier is entitled to additional time needed to make the Delivery
 - the Supplier cannot suspend the ongoing supply of Deliverables
- 5.2 Clause 5.1 only applies if the Supplier:
- gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware
 - demonstrates that the Supplier Non-Performance only happened because of the Authority Cause
 - mitigated the impact of the Authority Cause

6 Record keeping and reporting

- 6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.
- 6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the End Date.
- 6.3 The Supplier must allow any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit.

- 6.4 The Supplier must provide information to the Auditor and reasonable co-operation at their request.
- 6.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- tell the Relevant Authority and give reasons
 - propose corrective action
 - provide a deadline for completing the corrective action
- 6.6 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:
- the methodology of the review
 - the sampling techniques applied
 - details of any issues
 - any remedial action taken
- 6.7 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

7 Supplier staff

- 7.1 The Supplier Staff involved in the performance of each Contract must:
- be appropriately trained and qualified
 - be vetted using Good Industry Practice and the Security Policy
 - comply with all conduct requirements when on the Buyer's Premises
- 7.2 Where a Buyer decides one of the Supplier's Staff isn't suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.
- 7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8 Rights and protection

- 8.1 The Supplier warrants and represents that:
- it has full capacity and authority to enter into and to perform each Contract
 - each Contract is executed by its authorised representative
 - it is a legally valid and existing organisation incorporated in the place it was formed

- there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract
 - it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract
 - it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract
 - it is not impacted by an Insolvency Event
 - it will comply with each Call-Off Contract
- 8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:
- wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract
 - non-payment by the Supplier of any tax or National Insurance
- 8.4 All claims indemnified under this Contract must use Clause 26.
- 8.5 CCS or a Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.
- 8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.
- 8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

9 Intellectual Property Rights (IPRs)

- 9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:
- receive and use the Deliverables
 - make use of the deliverables provided by a Replacement Supplier
- 9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
- 9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
- 9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:

- obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR
- replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables

10 Ending the contract

10.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.

10.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

10.3 Ending the contract without a reason

10.3.1 CCS has the right to terminate the Framework Contract at any time without reason or liability by giving the Supplier at least 30 days' notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.

10.3.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.

10.4 When CCS or the buyer can end a contract

10.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- there's a Supplier Insolvency Event
- there's a Contract Default that is not corrected in line with an accepted Rectification Plan
- the Relevant Authority rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request
- there's any material default of the Contract
- there's a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract
- there's a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management)
- there's a Change of Control of the Supplier which isn't pre-approved by the Relevant Authority in writing
- there's a Variation to a Contract which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes)
- if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded
- the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations

- the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them
- 10.4.2 CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.
- 10.4.3 If there is a Default, the Relevant Authority can, without limiting its other rights, request that the Supplier provide a Rectification Plan.
- 10.4.4 When the Relevant Authority receives a requested Rectification Plan it can either:
- reject the Rectification Plan or revised Rectification Plan, giving reasons
 - accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties
- 10.4.5 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:
- must give reasonable grounds for its decision
 - may request that the Supplier provides a revised Rectification Plan within 5 Working Days
- 10.4.6 If any of the events in 73 (1) (a) to (c) of the Regulations happen, the Relevant Authority has the right to immediately terminate the Contract and Clause 10.5.2 to 10.5.7 applies.

10.5 What happens if the contract ends

Where the Relevant Authority terminates a Contract under Clause 10.4.1 all of the following apply:

- 10.5.1 The Supplier is responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
- 10.5.2 The Buyer's payment obligations under the terminated Contract stop immediately.
- 10.5.3 Accumulated rights of the Parties are not affected.
- 10.5.4 The Supplier must promptly delete or return the Government Data except where required to retain copies by law.
- 10.5.5 The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.
- 10.5.6 The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).
- 10.5.7 The following Clauses survive the termination of each Contract: 3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.6 When the supplier can end the contract

- 10.6.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.
- 10.6.2 If a Supplier terminates a Call-Off Contract under Clause 10.6.1:
- the Buyer must promptly pay all outstanding Charges incurred to the Supplier

- the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated
- Clauses 10.5.4 to 10.5.7 apply

10.7 When subcontracts can be ended

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- there is a Change of Control of a Subcontractor which isn't pre-approved by the Relevant Authority in writing
- the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4
- a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority

10.8 Partially ending and suspending the contract

10.8.1 Where CCS has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.

10.8.2 Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.

10.8.3 Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.

10.8.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

10.8.5 The Parties must agree any necessary Variation required by Clause 10.8 using the Variation Procedure, but the Supplier may not either:

- reject the Variation
- increase the Charges, except where the right to partial termination is under Clause 10.3

10.8.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.8.

11 How much you can be held responsible for

11.1 Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £100,000.

11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form

11.3 No Party is liable to the other for:

- any indirect Losses
- Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect)

11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:

- its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors
- its liability for bribery or fraud or fraudulent misrepresentation by it or its employees
- any liability that cannot be excluded or limited by Law
- its obligation to pay the required Management Charge or Default Management Charge

11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3, 9.5, 12.2 or 14.8 or Call-Off Schedule 2 (Staff Transfer) of a Contract.

11.6 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.

11.7 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:

- Deductions
- any items specified in Clause 11.5

11.8 If more than one Supplier is party to a Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

12 Obeying the law

12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).

12.2 The Supplier indemnifies CCS and every Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law to do with a Contract.

12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13 Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

14 Data protection

14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).

14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

- 14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
- 14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
- 14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
- tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier
 - restore the Government Data itself or using a third party
- 14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.
- 14.8 The Supplier:
- must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request
 - must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading
 - must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice
 - securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it
 - indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15 What you must keep confidential

- 15.1 Each Party must:
- keep all Confidential Information it receives confidential and secure
 - not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the Contract
 - immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information
- 15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:
- where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure
 - if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party

- if the information was given to it by a third party without obligation of confidentiality
- if the information was in the public domain at the time of the disclosure
- if the information was independently developed without access to the Disclosing Party's Confidential Information
- to its auditors or for the purposes of regulatory requirements
- on a confidential basis, to its professional advisers on a need-to-know basis
- to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010

15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

15.4 CCS or the Buyer may disclose Confidential Information in any of the following cases:

- on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer
- on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to
- if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions
- where requested by Parliament
- under Clauses 4.7 and 16

15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.

15.6 Transparency Information is not Confidential Information.

15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16 When you can share information

16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.

16.2 Within the required timescales the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:

- publish the Transparency Information
- comply with any Freedom of Information Act (FOIA) request
- comply with any Environmental Information Regulations (EIR) request

16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision, which does not need to be reasonable.

17 Invalid parts of the contract

If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

18 No other terms apply

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

19 Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20 Circumstances beyond your control

20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:

- provides a Force Majeure Notice to the other Party
- uses all reasonable measures practical to reduce the impact of the Force Majeure Event

20.2 Either party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

20.3 Where a Party terminates under Clause 20.2:

- each party must cover its own Losses
- Clause 10.5.2 to 10.5.7 applies

21 Relationships created by the contract

No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22 Giving up contract rights

A partial or full waiver or relaxation of the terms of a Contract is only valid if it is stated to be a waiver in writing to the other Party.

23 Transferring responsibilities

23.1 The Supplier can not assign a Contract without the Relevant Authority's written consent.

- 23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Relevant Authority.
- 23.3 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.
- 23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 23.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
- their name
 - the scope of their appointment
 - the duration of their appointment

24 Changing the contract

- 24.1 Either Party can request a Variation to a Contract which is only effective if agreed in writing and signed by both Parties
- 24.2 The Supplier must provide an Impact Assessment either:
- with the Variation Form, where the Supplier requests the Variation
 - within the time limits included in a Variation Form requested by CCS or the Buyer
- 24.3 If the Variation to a Contract cannot be agreed or resolved by the Parties, CCS or the Buyer can either:
- agree that the Contract continues without the Variation
 - terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them
 - refer the Dispute to be resolved using Clause 34 (Resolving Disputes)
- 24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.
- 24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.
- 24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:
- that the Supplier has kept costs as low as possible, including in Subcontractor costs
 - of how it has affected the Supplier's costs

24.7 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

25 How to communicate about the contract

25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.

25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.

25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26 Dealing with claims

26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.

26.2 At the Indemnifier's cost the Beneficiary must both:

- allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim
- give the Indemnifier reasonable assistance with the claim if requested

26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.

26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.

26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.

26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

- the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money
- the amount the Indemnifier paid the Beneficiary for the Claim

27 Preventing fraud, bribery and corruption

27.1 The Supplier must not during any Contract Period:

- commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2)

- do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them

27.2 The Supplier must during the Contract Period:

- create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same
- keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request
- if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures

27.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

- been investigated or prosecuted for an alleged Prohibited Act
- been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency
- received a request or demand for any undue financial or other advantage of any kind related to a Contract
- suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act

27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

27.5 In any notice the Supplier gives under Clause 27.4 it must specify the:

- Prohibited Act
- identity of the Party who it thinks has committed the Prohibited Act
- action it has decided to take

28 Equality, diversity and human rights

28.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

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

28.2 The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court

or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

29 Health and safety

29.1 The Supplier must perform its obligations meeting the requirements of:

- all applicable Law regarding health and safety
- the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier

29.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of a Contract.

30 Environment

30.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

30.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

31 Tax

31.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor tax or social security contribution.

31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:

- the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant
- other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need

31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:

- comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions
- indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff

31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding
- the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer
- the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements
- the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management

32 Conflict of interest

- 32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.
- 32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.
- 32.3 CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

33 Reporting a breach of the contract

- 33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:
- Law
 - Clause 12.1
 - Clauses 27 to 32
- 33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

34 Resolving disputes

- 34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.
- 34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.

34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- determine the Dispute
- grant interim remedies
- grant any other provisional or protective relief

34.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.

34.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

35 Which law applies

This Contract and any issues arising out of, or connected to it, are governed by English law.

Joint Schedule 1 (Definitions)

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
 - 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
 - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
 - 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
 - 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract; and

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

1.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Additional Insurances"	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
"Affected Party"	the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
"Associated Services"	the Associated Services detailed in Framework Schedule 1 and available for Buyers to procure as part of a Call-Off Contract that also involves the supply of Goods;
"Audit"	<p>the Relevant Authority's right to:</p> <ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; c) verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations; f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract; i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts; j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency

	and effectiveness with which the Relevant Authority has used its resources; or k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;
"Auditor"	a) the Relevant Authority's internal and external auditors; b) the Relevant Authority's statutory or regulatory auditors; c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d) HM Treasury or the Cabinet Office; e) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and f) successors or assigns of any of the above;
"Authority"	CCS and each Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Call-Off Contract"	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
"Call-Off Contract Period"	the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	the date of the end of a Call-Off Contract as stated in the Order Form;
"Call-Off Incorporated Terms"	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
"Call-Off Initial Period"	the Initial Period of a Call-Off Contract specified in the Order Form;
"Call-Off Optional Extension Period"	such period or periods beyond which the Call-Off Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
"Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Procedure and Award Criteria);
"Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	the date of start of a Call-Off Contract as stated in the Order Form;

"Call-Off Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender) where this is used;
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
"Central Government Body"	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Commercial off the shelf Software" or "COTS Software"	Non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Contract"	either the Framework Contract or the Call-Off Contract, as the context requires;
"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;

"Contract Period"	the term of either a Framework Contract or Call-Off Contract from the earlier of the: a) applicable Start Date; or b) the Effective Date until the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the GDPR;
"Core Terms"	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
"Costs"	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <ul style="list-style-type: none"> a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including: <ul style="list-style-type: none"> i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer; b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets; c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables; but excluding: <ul style="list-style-type: none"> a) Overhead; b) financing or similar costs; c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise; d) taxation; e) fines and penalties; f) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and

	g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Dead on Arrival/Installation" or "DOA" or "DOI"	means once removed from its packaging at a Buyer's premises, the delivered device fails to work in accordance with the manufacturer's specification;
"Deductions"	all Service Credits, Delay Payments (in both cases if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Sub-contractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer in writing to the Supplier. " Deliver " and " Delivered " shall be construed accordingly;
"Device as a Service"	a sourcing model whereby the Buyer pays a subscription for the provision by the Supplier of a hardware device together with bundled software and/or services
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the " Disaster Period ");

"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as: a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables b) is required by the Supplier in order to provide the Deliverables; and/or c) has been or shall be generated for the purpose of providing the Deliverables;
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	The Data Protection Act 2018;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	the earlier of: a) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"Endemic Failure"	means a failure rate equal to or above 300% the mean time to failure under Goods testing by the manufacturer
"End of Life (EOL)"	means the Goods are no longer being manufactured and there is insufficient stock of such Goods available in the supply chain to meet the full Buyer requirement and/or Order.
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;

"Estimated Yearly Charges"	<p>means for the purposes of calculating each Party's annual liability under clause 11.2 :</p> <p>i) in the first Contract Year, the Estimated Year 1 Charges; or</p> <p>ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or</p> <p>iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;</p>
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Expiry Date"	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
"Extension Period"	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:</p> <p>a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;</p> <p>b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</p> <p>c) acts of a Crown Body, local government or regulatory bodies;</p> <p>d) fire, flood or any disaster; or</p> <p>e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</p> <p>i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;</p> <p>ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and</p> <p>iii) any failure of delay caused by a lack of funds;</p>
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;

"Framework Contract"	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
"Framework Contract Period"	the period from the Framework Start Date until the End Date or earlier termination of the Framework Contract;
"Framework Expiry Date"	the date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Initial Period"	the initial term of the Framework Contract as specified in the Framework Award Form;
"Framework Optional Extension Period"	such period or periods beyond which the Framework Initial Period may be extended up to a maximum of the number of years in total specified in the Framework Award Form;
"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Tender Response"	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender Response);
"Further Competition Procedure"	the further competition procedure described in Framework Schedule 7 (Call-Off Procedure and Award Criteria);
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679)
"General Anti-Abuse Rule"	a) the legislation in Part 5 of the Finance Act 2013 and; and b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract; or b) any Personal Data for which the Authority is the Data Controller;

"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services; https://www.gov.uk/government/publications/government-procurement-card--2 ;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including: <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information assurance (IA)"	is the practice of assuring information and managing risks related to the use, processing, storage, and transmission of information or data and the systems and processes used for those purposes
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
"Insolvency Event"	<ul style="list-style-type: none"> a) in respect of a person: b) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or c) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or d) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or

	<ul style="list-style-type: none"> e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or f) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or j) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
"Intellectual Property Rights" or "IPR"	<ul style="list-style-type: none"> a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information; b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and c) all other rights having equivalent or similar effect in any country or jurisdiction;
"Invoicing Address"	the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of processing;
"Key Personnel"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <ul style="list-style-type: none"> a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract,

	and the Supplier shall list all such Key Subcontractors in section 20 of the Framework Award Form and in the Key Subcontractor Section in Order Form;
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680)
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and " Loss " shall be interpreted accordingly;
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Man Day"	7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Management Charge"	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
"Management Information" or "MI"	the management information specified in Framework Schedule 5 (Management Charges and Information);
"Margin"	means the percentage by which the price for Goods exceeds the Supplier's costs in relation to those Goods, excluding any other supply chain rebates and shipping/delivery
"Marketing Contact"	shall be the person identified in the Framework Award Form;
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period
"MI Failure"	means when an MI report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described as such in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Milestone Payment"	a payment identified in the Implementation Plan to be made following the satisfactory achievement of the relevant Milestone;
"Month"	a calendar month and " Monthly " shall be interpreted accordingly;

"National Insurance"	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"New IPR"	<ul style="list-style-type: none"> a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same; but shall not include the Supplier's Existing IPR;
"Occasion of Tax Non-Compliance"	<p>where:</p> <ul style="list-style-type: none"> a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;
"Open Book Data"	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables; b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade; iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and iv) Reimbursable Expenses, if allowed under the Order Form; c) Overheads; d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables; e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis; f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;

	g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and h) the actual Costs profile for each Service Period;
"Open Source"	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;
"Order"	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
"Order Form Template"	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
"Other Contracting Authority"	any actual or potential Buyer under the Framework Contract;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processing"	has the meaning given to it in the GDPR. "Process" and "Processed" shall be interpreted accordingly;
"Processor"	has the meaning given to it in the GDPR;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;

"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	<ul style="list-style-type: none"> a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to: <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or c) committing any offence: <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;
"Protective Measures"	<p>technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> a) the nature of the data to be protected b) harm that might result from Data Loss Event; c) state of technological development d) the cost of implementing any measures <p>including but not limited to pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;</p>
"Public Services Network or PSN"	the network of networks delivered through multiple service providers, as further detailed in the PSN operating model; and described at https://www.gov.uk/government/groups/public-servicesnetwork ;
"Purchase to Pay" or "P2P"	means an electronic system used to host a catalogue that allows for the full procurement process, from ordering through to invoice. The "official" definition of Purchase to Pay according to the Chartered Institute of Purchasing and Supply: "A seamless process enabled by technology designed to speed up the process from point of order to payment." For more information on MOD's P2P system see: www.d2btrade.com ;
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	<p>the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include:</p> <ul style="list-style-type: none"> a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and

	c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including time-scales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including: <ul style="list-style-type: none"> a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	<ul style="list-style-type: none"> a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR); b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and information derived from any of the above;
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;

"Schedules"	any attachment to a Framework Contract or Call-Off Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Credits) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;
"Services"	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Software as a Service (SaaS)"	a software solution that involves the Buyer using applications sourced via the Supplier and running on a cloud infrastructure which is not managed or controlled by the Buyer. The applications are accessed from client devices through a thin client interface such as a web browser or a program interface
"Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
"Standards"	any: a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor

	<p>bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;</p> <p>b) standards detailed in the specification in Schedule 1 (Specification);</p> <p>c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;</p> <p>d) relevant Government codes of practice and guidance applicable from time to time;</p>
"Start Date"	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
"Statement of Requirements"	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	<p>any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:</p> <p>a) provides the Deliverables (or any part of them);</p> <p>b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</p> <p>c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</p>
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Processor related to a Contract;
"Supplier"	the person, firm or company identified in the Framework Award Form or Order Form as appropriate;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
"Supplier's Confidential Information"	<p>a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;</p> <p>c) Information derived from any of (a) and (b) above;</p>
"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
"Supplier Framework Manager"	a suitably qualified contact nominated by the Supplier who will take overall responsibility for delivering the Goods and/or Services required within the Framework Contract.

"Supplier Non-Performance"	where the Supplier has failed to: a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels ; and/or c) comply with an obligation under a Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Review Meeting"	a performance review meeting to take regularly place throughout the Framework Contract Period at which the Parties will review the Supplier's performance under the Framework Contract
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supply Chain Information Report Template"	the document at Annex 1 of Schedule 12 Supply Chain Visibility;
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test"	any test required to be carried out pursuant to the Call-Off Contract as set out in a) the Order Form, or b) the Test Plan agreed pursuant to Part B of Call-Off Schedule 13, and "Testing" and "Tested" shall be construed accordingly;
"Test Device"	means a device provided by the Supplier to the Buyer for the purposes of testing compatibility of the Goods with the Buyer's IT infrastructure. The Test Device shall be an exact sample of the Goods specified in the Order Form;
"Test Period"	the period specified in a) the Order Form, or b) Part A to Call-Off Schedule 13 during which Testing shall be carried out.
"Test Success Criteria"	the criteria specified in a) the Order Form, or b) the Test Plan agreed pursuant to Part B of Call-Off Schedule 13 that the relevant Deliverables must satisfy for the relevant Test to be recorded as successful.
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;

"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
"US-EU Privacy Shield Register"	a list of companies maintained by the United States of America Department for Commerce that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is available online at: https://www.privacyshield.gov/list ;
"Variation"	has the meaning given to it in Clause 24 (Changing the contract);
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.

Joint Schedule 2 (Variation Form)

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

Contract Details	
This variation is between:	[delete] as applicable: CCS / Buyer ("CCS" "the Buyer") And [insert] name of Supplier ("the Supplier")
Contract name:	[insert] name of contract to be changed ("the Contract")
Contract reference number:	[insert] contract reference number
Details of Proposed Variation	
Variation initiated by:	[delete] as applicable: CCS/Buyer/Supplier
Variation number:	[insert] variation number
Date variation is raised:	[insert] date
Proposed variation	
Reason for the variation:	[insert] reason
An Impact Assessment shall be provided within:	[insert] number] days
Impact of Variation	
Likely impact of the proposed variation:	[Supplier to insert] assessment of impact
Outcome of Variation	
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [CCS/Buyer to insert] original Clauses or Paragraphs to be varied and the changed clause
Financial variation:	Original Contract Value: £ [insert] amount
	Additional cost due to variation: £ [insert] amount
	New Contract value: £ [insert] amount

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by **[delete]** as applicable: CCS / Buyer
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the **[delete** as applicable: CCS / Buyer]

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

Joint Schedule 3 (Insurance Requirements)

2. The insurance you need to have

- 2.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:
 - 2.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
 - 2.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.
- 2.2 The Insurances shall be:
 - 2.2.1 maintained in accordance with Good Industry Practice;
 - 2.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 2.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 2.2.4 maintained for at least six (6) years after the End Date.
- 2.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

3. How to manage the insurance

- 3.1 Without limiting the other provisions of this Contract, the Supplier shall:
 - 3.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 3.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 3.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

4. What happens if you aren't insured

- 4.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 4.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

5. Evidence of insurance you must provide

- 5.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

6. Making sure you are insured to the required amount

- 6.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

7. Cancelled Insurance

- 7.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 7.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

8. Insurance claims

- 8.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

- 8.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 6.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 8.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 8.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following [standard] insurance cover from the Framework Start Date in accordance with this Schedule:
 - 1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000) – all Lots ;
 - 1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000) – all Lots;
 - 1.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000) – all Lots
 - 1.4 product liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000) – all Lots

Joint Schedule 4 (Commercially Sensitive Information)

2. What is the Commercially Sensitive Information?

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

No.	Date	Item(s)	Duration of Confidentiality
1	23 February 2023	Pricing information in Call-Off Schedule 5 (Pricing)	Contract duration

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

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

2. Equality and Accessibility

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

3. Modern Slavery, Child Labour and Inhumane Treatment

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

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

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

4. Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
- 4.1.3 All workers shall be provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.4 not make deductions from wages:
 - (a) as a disciplinary measure

- (b) except where permitted by law; or
- (c) without expressed permission of the worker concerned;
- 4.1.5 record all disciplinary measures taken against Supplier Staff; and
- 4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

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

by individuals and by the Supplier Staff as a whole;

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

6. Sustainability

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

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

Joint Schedule 6 (Key Subcontractors)

3. Restrictions on certain subcontractors

- 3.1 The Supplier is entitled to sub-contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.
- 3.2 The Supplier is entitled to sub-contract its obligations under a Call-Off Contract to Key Subcontractors listed in the Framework Award Form who are specifically nominated in the Order Form.
- 3.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 3.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to section 20 of the Framework Award Form. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 3.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 3.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 3.3.3 the proposed Key Subcontractor employs unfit persons.
- 3.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 3.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 3.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 3.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 3.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;
 - 3.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and
 - 3.4.6 the Dun & Bradstreet Failure Rating score of the Key Subcontractor.

- 3.5 If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 3.4, the Supplier shall also provide:
 - 3.5.1 a copy of the proposed Key Sub-Contract; and
 - 3.5.2 any further information reasonably requested by CCS and/or the Buyer.
- 3.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
 - 3.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
 - 3.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;
 - 3.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
 - 3.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;
 - 3.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Framework Contract in respect of:
 - (a) the data protection requirements set out in Clause 14 (Data protection);
 - (b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);
 - (c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
 - (d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - (e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
 - 3.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and
 - a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.

Joint Schedule 7 (Financial Difficulties)

4. Definitions

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

"Credit Rating Threshold" the minimum credit rating level for the Monitored Company as set out in the third Column of the table at Annex 2 and

"Financial Distress Event" the occurrence or one or more of the following events:

- a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;
- b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;
- c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party;
- d) Monitored Company committing a material breach of covenant to its lenders;
- e) a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or
- f) any of the following:
 - i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;
 - ii) non-payment by the Monitored Company of any financial indebtedness;
 - iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or
 - iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company

	in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Call-Off Contract;
"Financial Distress Service Continuity Plan"	a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with [each Call-Off] Contract in the event that a Financial Distress Event occurs;
"Monitored Company"	Supplier and any Key Subcontractor
"Rating Agency"	the rating agency stated in Annex 1.

5. When this Schedule applies

- 5.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.
- 5.2 The terms of this Schedule shall survive termination or expiry of this Contract.

6. What happens when your credit rating changes

- 6.1 The Supplier warrants and represents to CCS that as at the Start Date the credit rating issued for the Monitored Companies by the Rating Agency is as set out in Annex 2.
- 6.2 The Supplier shall promptly (and in any event within ten (10) Working Days) notify CCS in writing if there is any downgrade in the credit rating issued by the Rating Agency for a Monitored Company which means that the credit rating for the Monitored company falls below the Credit Rating Threshold.
- 6.3 If there is any such downgrade credit rating issued by the Rating Agency for a Monitored Company the Supplier shall at CCS' request ensure that the Monitored Company's auditors thereafter provide CCS within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by CCS (such requests not to exceed 4 in any Contract Year) with written calculations of the quick ratio for the Monitored Company as at the end of each Contract Year or such other date as may be requested by CCS. For these purposes the "quick ratio" on any date means:

$$\frac{A + B + C}{D}$$

where:

A is the value at the relevant date of all cash in hand and at the bank of the Monitored Company];

- B is the value of all marketable securities held by the Supplier the Monitored Company determined using closing prices on the Working Day preceding the relevant date;
- C is the value at the relevant date of all account receivables of the Monitored]; and
- D is the value at the relevant date of the current liabilities of the Monitored Company].

6.4 The Supplier shall:

- 6.4.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agency; and
- 6.4.2 promptly notify (or shall procure that its auditors promptly notify) CCS in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

6.5 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if the Rating Agency has rated the Monitored Company at or below the applicable Credit Rating Threshold.

7. What happens if there is a financial distress event

- 7.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if CCS becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and CCS shall have the rights and remedies as set out in Paragraphs 7.3 to 7.6.
- 7.2 In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, CCS shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:
 - 7.2.1 rectify such late or non-payment; or
 - 7.2.2 demonstrate to CCS's reasonable satisfaction that there is a valid reason for late or non-payment.
- 7.3 The Supplier shall and shall procure that the other Monitored Companies shall:
 - 7.3.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notifica-

tion (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and

- 7.3.2 where CCS reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:
- (a) submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and
 - (b) provide such financial information relating to the Monitored Company as CCS may reasonably require.
- 7.4 If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.
- 7.5 If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.
- 7.6 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:
- 7.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;
 - 7.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 7.5 and 7.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
 - 7.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

- 7.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 7.6.
- 7.8 CCS shall be able to share any information it receives from the Supplier in accordance with this Paragraph with any Buyer who has entered into a Call-Off Contract with the Supplier.

8. When CCS or the Buyer can terminate for financial distress

- 8.1 CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Call-Off Contracts for material Default if:
 - 8.1.1 the Supplier fails to notify CCS of a Financial Distress Event in accordance with Paragraph 3.4;
 - 8.1.2 CCS and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or
 - 8.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.

9. What happens If your credit rating is still good

- 9.1 Without prejudice to the Supplier's obligations and CCS' and the Buyer's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agency reviews and reports subsequently that the credit rating does not drop below the relevant Credit Rating Threshold, then:
 - 9.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and
 - 9.1.2 CCS shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

ANNEX 1: RATING AGENCY

Dun & Bradstreet

ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

Part 1: Current Rating

Entity	Credit rating (D&B Failure Rating)	Credit Rating Threshold
Supplier	98	D&B Failure Rating – 10%
Key Subcontractor	80	D&B Failure Rating – 10%

Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Default:	[Guidance: Explain the Default, with clear schedule and clause references as appropriate]		
Deadline for receiving the [Revised] Rectification Plan:	[add date (minimum 10 days from request)]		
Signed by [CCS/Buyer] :		Date:	
Supplier [Revised] Rectification Plan			
Cause of the Default	[add cause]		
Anticipated impact assessment:	[add impact]		
Actual effect of Default:	[add effect]		
Steps to be taken to rectification:	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Timescale for complete Rectification of Default	[X] Working Days		
Steps taken to prevent recurrence of Default	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Signed by the Supplier:		Date:	

Review of Rectification Plan [CCS/Buyer]			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date:	

Joint Schedule 11 (Processing Data)

Status of the Controller

1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA. A Party may act as:
 - (a) "Controller" in respect of the other Party who is "Processor";
 - (b) "Processor" in respect of the other Party who is "Controller";
 - (c) "Joint Controller" with the other Party;
 - (d) "Independent Controller" of the Personal Data where the other Party is also "Controller",

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

Where one Party is Controller and the other Party its Processor

2. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
3. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
4. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
5. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
 - (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so

required the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;

- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its

best endeavours to assist the Controller in meeting its obligations); and

- (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
6. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
7. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller in phases, as details become available.
8. Taking into account the nature of the Processing, the Processor shall provide the Controller with reasonable assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event; and/or

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

Where the Parties are Joint Controllers of Personal Data

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

Independent Controllers of Personal Data

17. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
18. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
19. Where a Party has provided Personal Data to the other Party in accordance with paragraph 17 of this Joint Schedule 11, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
20. The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
21. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
22. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.

23. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.
24. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
- (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
25. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
26. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).

27. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
28. Notwithstanding the general application of paragraphs 2 to 15 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 16 to 27 of this Joint Schedule 11.

Annex 1 - Processing Personal Data

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

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are: Chris Gooday of Information Governance at nhsbsa.dataprotection@nhs.net
- 1.2 The contact details of the Supplier's Data Protection Officer are: Mark Overton, Head of Information Security, MarkOv@softcat.com.
- 1.3 The contact details of the Key Subcontractors' Data Protection Officer are: Adam Burch, Adam.Burch@auditpartnership.com.
- 1.4 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.5 Any such further instructions shall be incorporated into this Annex.

A) Personal Data Processing Template

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 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>Whilst no personal data is explicitly needed under the delivery of the Services, some incidental data such as email addresses, names, phone numbers and addresses are included. No special categories of personal data are needed under the delivery of the Services. No criminal data records are needed for the delivery of the Services.</p> <p>Subject matter</p> <p>The provision of the Capture software solution to the Controller.</p> <p>The Capture software solution will analyse full purchase ledger data to identify any potential overpayments for the NHS BSA Accounts Payable team to correct. This includes duplicate payments/overcharges, incorrect payments/payments to the wrong vendors, credits processed as invoices and invoice overpayments.</p>

Duration of the Processing	<i>The Contract Period (including any extension) and 30 days thereafter and/or completion of any exit management activities.</i>
Nature and purposes of the Processing	<p><i>The nature of the Processing means any operation such as data collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>Personal Data is processed for the purpose of providing data for analysis in the Capture software solution (an automated system that assesses financial transactions of the Controller and reports discrepancies and transactions identified). Any personal data is incidental to the audit but is sometimes contained in the data that is required.</i></p>
Type of Personal Data	<i>Name, address, telephone number, pay and VAT registration number.</i>
Categories of Data Subject	<i>Staff/Contractors, customers and suppliers of the Controller.</i>
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	<i>Any data held by the supplier will be return and/or destroyed by the supplier as part of exit services and in accordance with agreed exit plan.</i>
Privacy Policy	<i>The privacy policy attached at Annex 3 is applicable to and will be followed in respect of the performance of the Services.</i>

B)**Framework Contract Personal Data Processing**

Description	Details
Identity of Controller for each Category of Personal Data	CCS is Controller and the Supplier is Processor The Parties acknowledge that in accordance with paragraphs 2 to paragraph 15 and for the purposes of the Data Protection Legislation, CCS is the Controller and the Supplier is the Processor of the Personal Data recorded below
Duration of the Processing	Up to 7 years after the expiry or termination of the Framework Contract
Nature and purposes of the Processing	To facilitate the fulfilment of the Supplier's obligations arising under this Framework Contract including i. Ensuring effective communication between the Supplier and CSS ii. Maintaining full and accurate records of every Call-Off Contract arising under the Framework Agreement in accordance with Core Terms Clause 15 (Record Keeping and Reporting)
Type of Personal Data	Includes: i. Contact details of, and communications with, CSS staff concerned with management of the Framework Contract ii. Contact details of, and communications with, Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Contract, iii. Contact details, and communications with, Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Contract Contact details, and communications with Supplier staff concerned with management of the Framework Contract
Categories of Data Subject	Includes: i. CSS staff concerned with management of the Framework Contract

	<p>ii. Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Contract</p> <p>iii. Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Contract</p> <p>Supplier staff concerned with fulfilment of the Supplier's obligations arising under this Framework Contract</p>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>All relevant data to be deleted 7 years after the expiry or termination of this Framework Contract unless longer retention is required by Law or the terms of any Call-Off Contract arising hereunder</p>

Annex 2 - Joint Controller Agreement

1. Joint Controller Status and Allocation of Responsibilities

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 2-15 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 7-27 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Law in respect of their Processing of such Personal Data as Data Controllers.

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

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

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

2. Undertakings of both Parties

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

- (a) report to the other Party every 6 months on:
 - (i) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
 - (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
 - (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;

- (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
- (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

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

- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in paragraphs 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in paragraphs 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, save where such disclosure or transfer is specifically authorised under the Contract or is required by Law, to be notified to the other Party. For the avoidance of doubt any third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- (e) request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
- (g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
 - (i) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information
 - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where that Party would not be permitted to do so;
 - (iii) have undergone adequate training in the use, care, protection and handling of Personal Data as required by the applicable Data Protection Legislation ;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;

- (i) harm that might result from a Data Loss Event;
- (iii) state of technological development; and
- (iv) cost of implementing any measures;
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation , to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that the Supplier holds; and
- (i) ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event.

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

3. Data Protection Breach

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

(a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation;

(b) all reasonable assistance, including:

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

3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has been lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as if it was that Party's own data at its own cost

with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach with information relating to the Personal Data Breach, in particular:

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

4. Audit

4.1 The Supplier shall permit:

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

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

5. Impact Assessments

5.1 The Parties shall:

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

6. ICO Guidance

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

7. Liabilities for Data Protection Breach

7.1 If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:

- (a) if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
- (b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
or
- (c) if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute

shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (*Resolving disputes*).

7.2 If either the Relevant Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction (“**Court**”) by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the “**Claim Losses**”):

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

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

8. Termination

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

9. Sub-Processing

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

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

11. Data Retention

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

Annex 3 – Privacy Policy

Audit Partnership Privacy Notice - For general users and clients

Introduction

Audit Partnership takes your privacy very seriously. This Privacy Notice is intended to set out your rights and answer any queries you may have about your personal data. If you have entered into a contract with us, the controller of your personal data will be Audit Partnership. Our policies and procedures have been developed in line with the requirements of the 1995 European Union Data Protection Directive (Directive 95/46/EC) and the General Data Protection Regulation (in force from 25 May 2018) and applicable national law.

1. What information do we collect?

We collect and process personal data about you when you interact with us and our products and when you purchase goods and services from us. The personal data we process includes:

- Your name
- Your company
- Your work address, email address and/or phone number
- Your job title
- Information related to the browser or device you use to access our website
- And/or any other information you provide.

2. How do we use this information and what is the legal basis for this use?

We process the personal data listed in paragraph 1 above for the following purposes:

- As required to establish and fulfil a contract with you
- To comply with applicable law and regulation

- In accordance with our legitimate business interests
- With your express consent to respond to any comments or complaints we may receive from you
- We may use the information you provide to personalise (i) our communications to you; (ii) our website; and (iii) products or services for you, in accordance with our legitimate interests
- To monitor use of our websites and online services.

We may also send you direct marketing in relation to relevant products and services. Electronic direct marketing will only be sent where you have given your consent to receive it, or you are provided with an opportunity to opt-out. You will continue to be able to opt-out of electronic direct marketing at any time by following the instructions in the relevant communication.

3. With whom and where will we share your personal data?

We may share your personal data with our subsidiaries to process it for the purposes of inter-group administration and to deliver products or services where elements of these are provided by group companies other than those with which you have directly contracted.

Personal data may be shared with government authorities and/or law enforcement officials if mandated by law or if needed for the legal protection of our legitimate interests in compliance with applicable laws.

In the event that our business or any part of it is sold or integrated with another business, your details will be disclosed to our advisers and those of any prospective purchaser and will be passed to the new owners of the business.

4. How long will you keep my personal data?

We will not keep your personal information for any purpose for longer than is necessary and will only retain the personal information that is necessary in relation to the purpose. We are also required to retain certain information as required by law or for as long as is reasonably necessary to meet regulatory requirements, resolve disputes, prevent fraud and abuse, or enforce our terms and conditions.

Where you are a client, we will keep your information for the length of any contractual relationship you have with us and after that, for a period of 6 years. Where you are a prospective customer, we will retain your data until you unsubscribe from our communications and/or we receive a request for us to delete your data.

We will retain your data for a short time beyond the specified retention period, to allow for information to be reviewed and any deletion to take place. In some instances, laws may require Audit Partnership to hold certain information for specific periods other than those listed above.

5. Where is my data stored?

The personal data that we collect from you may be transferred to and stored outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers, in which case the third country's data protection laws will have been approved as adequate by the European Commission or other applicable safeguards are in place.

6. What are my rights in relation to my personal data?

You have the right to ask us not to process your personal data for marketing purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data, clicking the unsubscribe button on any marketing communications we have sent to you or by contacting us at privacyteam@auditpartnership.com. Where you have consented to us using your personal data, you can withdraw that consent at any time. If the information we hold about you is inaccurate or incomplete, you can notify us and ask us to correct or supplement it. You also have the right, with some exceptions and qualifications, to ask us to provide a copy of any personal data we hold about you. Where you have provided your data to us and it is processed by automated means, you may be able to request that we provide it to you in a structured, machine-readable format. If you have a complaint about how we have handled your personal data, you may be able to ask us to restrict how we use your personal data while your complaint is resolved. In some circumstances you can ask us to erase your personal data (a) by withdrawing your consent for us to use it; (b) if it is no longer necessary for us to use your personal data; (c) if you object to the use of your personal data and we don't have a good reason to continue to use it; or (d) if we haven't handled your personal data in accordance with our obligations.

7. Where can I find more information about Audit Partnership's handling of my data?

Should you have any queries regarding this Privacy Notice, about Audit Partnership's processing of your personal data or wish to exercise your rights you can contact Audit Partnership's Privacy Team using this email address: privacyteam@auditpartnership.com. If you are not happy with our response, you can contact the Information Commissioner's Office: <https://ico.org.uk/>

Call-Off Schedule 4 (Call Off Tender)



NHS Business Service Authority

Accounts Payable Audit Software

05/01/2023



CONTACT

Softcat plc

Ffion Hughes – Partner Alliance
Account
Manager
Phone: 0161 272 3116
Email: FfionHU@softcat.com

PREPARED BY SOFTCAT IN
ASSOCIATION WITH

Audit Partnership

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1. MANAGEMENT SUMMARY

Dear Sir/Madam,

Softcat are delighted to enclose our proposal for NHS Business Service Authority's Accounts Payable Audit Software requirement.

For the purposes of responding to your requirement, Softcat will be working in association with Audit Partnership. For contractual purposes Softcat should be seen as prime within the partnership with Audit Partnership acting as our approved subcontractor.

Softcat has extensive experience of working with partners, and over the last 27 years we have delivered thousands of successful projects. Softcat have carefully selected, vetted and recruited a 'virtual community' of specialist suppliers and partners in order to complement our own core proposition. All of our third party suppliers undergo rigorous financial, commercial and technical assessment.

All contracting, ordering, invoicing and escalation will be managed by Softcat as the framework accredited prime contractor. The delivery of all goods and services relating to the project will be delivered by Audit Partnership and therefore the embedded proposal below has been prepared by Audit Partnership.

2. SOFTCAT & AUDIT PARTNERSHIP PROPOSAL



3. ABOUT US

Softcat is a leading UK IT reseller with over twenty years' experience delivering IT solutions. Softcat's main areas of specific activity include client computing, datacenter infrastructure, software licensing, security and networking, connectivity, cloud aggregation, professional consultancy and managed services.

Softcat is now one of the largest resellers in the UK with over 1300 employees in nine offices throughout the UK and Ireland, serving over 12,000 UK business customers and generating over £1.4bn of gross invoiced revenue in the last financial year.

We pride ourselves on the service we provide our customers and see our success because of our primary business objectives: customer service paired with employee satisfaction. In our last customer satisfactions survey over 99% of Softcat customers were either satisfied or very satisfied with the service they received.

Softcat is renowned for its vibrant business culture and customer service led business outlook. Our mantra is that happy employee's produce the best results and go above and beyond to benefit our customers. To this end, we have various initiatives, bright open plan offices and value fun.

Softcat employees are mostly graduates on-boarded through our industry recognised training programme. In addition, Softcat have an apprenticeship programme, which supports local colleges. Softcat have an extensive charity programme, since we began nominating an annual charity in 2007 we have raised over £1.2m for good causes.

Softcat's vision has never been to become the 'biggest' supplier of IT but we are 100% focussed on being widely recognised as the 'best'. As our company mission statement suggests, 'being the best' should apply to the experience of both our staff and customers;

'As an organisation Softcat cares passionately about two things – outstanding employee satisfaction and world-class customer service. It believes the former drives the latter'



FURTHER COMPETITION

FOR

W44500: Accounts Payable Audit Software

CONTRACT

**UNDER FRAMEWORK RM6068 TECHNOLOGY
PRODUCTS AND ASSOCIATED SERVICES**

....

2. DOCUMENT COMPLETION

2.1 Potential Providers **must** provide a response to every question in the blue shaded boxes. All responses must be in Arial or Calibri font, no less than size 10.

2.2 Potential Providers **must not** alter / amend the document in any way.

2.3 Potential Providers **must not** submit any additional information with your Tender other than that specifically requested in this document or the System.

3. RESPONSE TEMPLATE

1 COMPANY INFORMATION	
1.1	Please state your full company name <input type="text"/>

2 POTENTIAL PROVIDER CONTACT	
2.1	Please state the contact's name <input type="text"/>
2.2	Please state the contact's telephone number <input type="text"/>
2.3	Please state the contact's e-mail address <input type="text"/>

3 QUALIFICATION ENVELOPE		Pass/Fail	
3.1	We confirm that the Qualification Envelope has been completed in the System.	Yes	<input type="checkbox"/>

4 Quality Questions – Technical Envelope		Weighting 30%	
Guidance:			

Potential Providers should provide a response to each requirement by completing the table below. There is also additional space below the table if needed.

Word limits are detailed for each sub-section. Please note that the words from the requirements in the tables will not contribute to the response word count. Diagrams or flowcharts are permitted if this supports your written answer; words contained within these will not be counted towards the word limit. These can be included as an image in the response box below, or can be attached to the System in a standard format (i.e. Word or PDF).

The Technical Envelope consists of three sub-sections, as follows:

4a) Response to Business Requirements (90% of Technical Envelope Score)

Requirements detailed as 'Must Have' are mandatory and Potential Providers must meet all of these requirements. These will be evaluated on a pass/fail basis. If a Potential Provider does not meet all of these requirements, their Tender will be deemed non-compliant and rejected.

Requirements detailed as 'Should Have' are desirable. A single score of 0-4 in line with the Marking Scheme will be given to each Tender for these desirable Business Requirements.

The maximum word limit is 1,300.

4b) Response to Non-Functional Requirements (10% of Technical Envelope Score)

Requirements detailed as 'Must Have' are mandatory and Potential Providers must meet all of these requirements. These will be evaluated on a pass/fail basis. If a Potential Provider does not meet all of these requirements, their Tender will be deemed non-compliant and rejected.

Requirements detailed as 'Should Have' are desirable. A single score of 0-4 in line with the Marking Scheme will be given to each Tender for these desirable Business Requirements. The Minimum Total Score for Question 4b is 2/4 and any Tender that scores lower than this will be deemed non-compliant and rejected.

The response to this question is also expected to cover the following cyber security areas relating to cyber security:

(i) How critical is the data that the solution collects and reports on?

(ii) How are you going to know if you have a cyber security event?

(iii) How will you minimise the impact of cyber security incidents?

(iv) What training is in place / going to be organised to ensure the right cyber security skills, knowledge and culture is developed?

The maximum word limit is 1,500.

Question 4a: Please provide a written response to demonstrate how you will meet the **Business Requirements** detailed in Appendix B – Specification.

[Potential Provider response]

Ref	Requirement
BR1.0	Overview
[REDACTED]	[REDACTED]
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<p>Marking Scheme:</p>	
<p>The following marking scheme will be used to assess the response provided to this question:</p>	
4	Meets the requirements in all material respects and demonstrates a thorough understanding of the requirement.
3	Meets the required standard in most (but not all) material respects.
2	Meets a number of required standards but falls short of achieving required standard in a number of identifiable areas.
1	Significantly fails to meet the standards required, contains significant shortcomings in many areas.
0	Completely fails to meet required standard or does not provide a proposal at all.

...

Call-Off Schedule 5 (Pricing Details) [as provided in tender response]

Table 1: Charges based on expected volumes and users

Item	Category	Sub-category	Unit	Value	Notes
Item 1	Category 1	Sub-category 1	Unit 1	Value 1	Notes 1
Item 2	Category 2	Sub-category 2	Unit 2	Value 2	Notes 2
Item 3	Category 3	Sub-category 3	Unit 3	Value 3	Notes 3
Item 4	Category 4	Sub-category 4	Unit 4	Value 4	Notes 4
Item 5	Category 5	Sub-category 5	Unit 5	Value 5	Notes 5
Item 6	Category 6	Sub-category 6	Unit 6	Value 6	Notes 6
Item 7	Category 7	Sub-category 7	Unit 7	Value 7	Notes 7
Item 8	Category 8	Sub-category 8	Unit 8	Value 8	Notes 8
Item 9	Category 9	Sub-category 9	Unit 9	Value 9	Notes 9
Item 10	Category 10	Sub-category 10	Unit 10	Value 10	Notes 10
Item 11	Category 11	Sub-category 11	Unit 11	Value 11	Notes 11
Item 12	Category 12	Sub-category 12	Unit 12	Value 12	Notes 12
Item 13	Category 13	Sub-category 13	Unit 13	Value 13	Notes 13
Item 14	Category 14	Sub-category 14	Unit 14	Value 14	Notes 14
Item 15	Category 15	Sub-category 15	Unit 15	Value 15	Notes 15
Item 16	Category 16	Sub-category 16	Unit 16	Value 16	Notes 16
Item 17	Category 17	Sub-category 17	Unit 17	Value 17	Notes 17
Item 18	Category 18	Sub-category 18	Unit 18	Value 18	Notes 18
Item 19	Category 19	Sub-category 19	Unit 19	Value 19	Notes 19
Item 20	Category 20	Sub-category 20	Unit 20	Value 20	Notes 20
Item 21	Category 21	Sub-category 21	Unit 21	Value 21	Notes 21
Item 22	Category 22	Sub-category 22	Unit 22	Value 22	Notes 22
Item 23	Category 23	Sub-category 23	Unit 23	Value 23	Notes 23
Item 24	Category 24	Sub-category 24	Unit 24	Value 24	Notes 24
Item 25	Category 25	Sub-category 25	Unit 25	Value 25	Notes 25
Item 26	Category 26	Sub-category 26	Unit 26	Value 26	Notes 26
Item 27	Category 27	Sub-category 27	Unit 27	Value 27	Notes 27
Item 28	Category 28	Sub-category 28	Unit 28	Value 28	Notes 28
Item 29	Category 29	Sub-category 29	Unit 29	Value 29	Notes 29
Item 30	Category 30	Sub-category 30	Unit 30	Value 30	Notes 30
Item 31	Category 31	Sub-category 31	Unit 31	Value 31	Notes 31
Item 32	Category 32	Sub-category 32	Unit 32	Value 32	Notes 32
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Item 36	Category 36	Sub-category 36	Unit 36	Value 36	Notes 36
Item 37	Category 37	Sub-category 37	Unit 37	Value 37	Notes 37
Item 38	Category 38	Sub-category 38	Unit 38	Value 38	Notes 38
Item 39	Category 39	Sub-category 39	Unit 39	Value 39	Notes 39
Item 40	Category 40	Sub-category 40	Unit 40	Value 40	Notes 40
Item 41	Category 41	Sub-category 41	Unit 41	Value 41	Notes 41
Item 42	Category 42	Sub-category 42	Unit 42	Value 42	Notes 42
Item 43	Category 43	Sub-category 43	Unit 43	Value 43	Notes 43
Item 44	Category 44	Sub-category 44	Unit 44	Value 44	Notes 44
Item 45	Category 45	Sub-category 45	Unit 45	Value 45	Notes 45
Item 46	Category 46	Sub-category 46	Unit 46	Value 46	Notes 46
Item 47	Category 47	Sub-category 47	Unit 47	Value 47	Notes 47
Item 48	Category 48	Sub-category 48	Unit 48	Value 48	Notes 48
Item 49	Category 49	Sub-category 49	Unit 49	Value 49	Notes 49
Item 50	Category 50	Sub-category 50	Unit 50	Value 50	Notes 50
Item 51	Category 51	Sub-category 51	Unit 51	Value 51	Notes 51
Item 52	Category 52	Sub-category 52	Unit 52	Value 52	Notes 52
Item 53	Category 53	Sub-category 53	Unit 53	Value 53	Notes 53
Item 54	Category 54	Sub-category 54	Unit 54	Value 54	Notes 54
Item 55	Category 55	Sub-category 55	Unit 55	Value 55	Notes 55
Item 56	Category 56	Sub-category 56	Unit 56	Value 56	Notes 56
Item 57	Category 57	Sub-category 57	Unit 57	Value 57	Notes 57
Item 58	Category 58	Sub-category 58	Unit 58	Value 58	Notes 58
Item 59	Category 59	Sub-category 59	Unit 59	Value 59	Notes 59
Item 60	Category 60	Sub-category 60	Unit 60	Value 60	Notes 60
Item 61	Category 61	Sub-category 61	Unit 61	Value 61	Notes 61
Item 62	Category 62	Sub-category 62	Unit 62	Value 62	Notes 62
Item 63	Category 63	Sub-category 63	Unit 63	Value 63	Notes 63
Item 64	Category 64	Sub-category 64	Unit 64	Value 64	Notes 64
Item 65	Category 65	Sub-category 65	Unit 65	Value 65	Notes 65
Item 66	Category 66	Sub-category 66	Unit 66	Value 66	Notes 66
Item 67	Category 67	Sub-category 67	Unit 67	Value 67	Notes 67
Item 68	Category 68	Sub-category 68	Unit 68	Value 68	Notes 68
Item 69	Category 69	Sub-category 69	Unit 69	Value 69	Notes 69
Item 70	Category 70	Sub-category 70	Unit 70	Value 70	Notes 70
Item 71	Category 71	Sub-category 71	Unit 71	Value 71	Notes 71
Item 72	Category 72	Sub-category 72	Unit 72	Value 72	Notes 72
Item 73	Category 73	Sub-category 73	Unit 73	Value 73	Notes 73
Item 74	Category 74	Sub-category 74	Unit 74	Value 74	Notes 74
Item 75	Category 75	Sub-category 75	Unit 75	Value 75	Notes 75
Item 76	Category 76	Sub-category 76	Unit 76	Value 76	Notes 76
Item 77	Category 77	Sub-category 77	Unit 77	Value 77	Notes 77
Item 78	Category 78	Sub-category 78	Unit 78	Value 78	Notes 78
Item 79	Category 79	Sub-category 79	Unit 79	Value 79	Notes 79
Item 80	Category 80	Sub-category 80	Unit 80	Value 80	Notes 80
Item 81	Category 81	Sub-category 81	Unit 81	Value 81	Notes 81
Item 82	Category 82	Sub-category 82	Unit 82	Value 82	Notes 82
Item 83	Category 83	Sub-category 83	Unit 83	Value 83	Notes 83
Item 84	Category 84	Sub-category 84	Unit 84	Value 84	Notes 84
Item 85	Category 85	Sub-category 85	Unit 85	Value 85	Notes 85
Item 86	Category 86	Sub-category 86	Unit 86	Value 86	Notes 86
Item 87	Category 87	Sub-category 87	Unit 87	Value 87	Notes 87
Item 88	Category 88	Sub-category 88	Unit 88	Value 88	Notes 88
Item 89	Category 89	Sub-category 89	Unit 89	Value 89	Notes 89
Item 90	Category 90	Sub-category 90	Unit 90	Value 90	Notes 90
Item 91	Category 91	Sub-category 91	Unit 91	Value 91	Notes 91
Item 92	Category 92	Sub-category 92	Unit 92	Value 92	Notes 92
Item 93	Category 93	Sub-category 93	Unit 93	Value 93	Notes 93
Item 94	Category 94	Sub-category 94	Unit 94	Value 94	Notes 94
Item 95	Category 95	Sub-category 95	Unit 95	Value 95	Notes 95
Item 96	Category 96	Sub-category 96	Unit 96	Value 96	Notes 96
Item 97	Category 97	Sub-category 97	Unit 97	Value 97	Notes 97
Item 98	Category 98	Sub-category 98	Unit 98	Value 98	Notes 98
Item 99	Category 99	Sub-category 99	Unit 99	Value 99	Notes 99
Item 100	Category 100	Sub-category 100	Unit 100	Value 100	Notes 100

Table 2: Additional Services (any Charges for Additional Services that may be called-off throughout the Contract as and when required)

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

Part A : Long Form Business Continuity and Disaster Recovery

Not Used

Part B: Short Form Business Continuity & Disaster Recovery

- 1 The Key Subcontractor's business continuity and disaster recovery plan (subject to appropriate redactions) is appended at Annex 1 hereto.
- 2 In the event of a relevant crisis or disaster the Supplier will ensure that it puts in place its own business continuity and disaster recovery plan and/or the Key Subcontractor puts in place its business continuity and disaster recovery plan (as appropriate). The Supplier's and the Key Subcontractor's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier and/or the Key Subcontractor if required at no additional cost to the Buyer.
- 3 The Supplier shall maintain their Business Continuity Management System ISO 22301 accreditation throughout the Term of this Call-Off Contract. For the avoidance of doubt, if the Buyer requires a copy of the Supplier's business continuity and disaster recovery plan, the Buyer shall initiate this request by email to governanceandcompliance@softcat.com and the Parties shall negotiate in good faith and agree a Non-Disclosure Agreement (NDA) prior to the Supplier's business continuity and disaster recovery plan being made available and subject to any necessary redactions determined by the Supplier.
- 4 If requested by the Buyer prior to entering into this Call-Off Contract (or, where later, within 5 working days of receiving the business continuity and disaster recovery plan), the Key Subcontractor must ensure that the business continuity and disaster recovery plans are consistent with the Buyer's own plans.



Business Continuity Plan

ISO 27001:2013 Information Security

Table of Contents

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Call-Off Schedule 9 (Security)

Part A: Short Form Security Requirements

Not Used

Part B: Long Form Security Requirements

Not Used

Part C: Commodity Service Security Requirements

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

“**ISMS**” means the information security management system and process developed by the Supplier in accordance with paragraph 2 (ISMS) as updated from time to time; and

“**Security Management Plan**” means the Supplier's security management plan prepared pursuant to paragraph 2.

1. The Supplier will ensure that any Supplier system which holds any protectively marked Government Data will comply with:
 - the principles in the Security Policy Framework at <https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy at <https://www.gov.uk/government/publications/government-security-classifications>
 - guidance issued by the Centre for Protection of National Infrastructure on Risk Management at <https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Accreditation of Information Systems at <https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
 - the National Cyber Security Centre's (NCSC) information risk management guidance, available at <https://www.ncsc.gov.uk/guidance/risk-management-collection>
 - government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint, available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
 - the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance at <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>
2. If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's Approval of) a Security Management Plan and an Information Security Management System (ISMS). After Buyer Approval the Security Management Plan and Information Security Management

System (ISMS) will apply during the Term of this Call-Off Contract. Both plans (the Security Management Plan and the Information Security Management System (ISMS)) will protect all aspects and processes associated with the delivery of the Services.

3. The Supplier will immediately notify the Buyer of any breach of security of the Buyer's Confidential Information. Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer Confidential Information however it may be recorded.
4. Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance, available at <https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

Call-Off Schedule 10 (Exit Management)

Part A: Long Form Exit Management Requirements

Not Used

Part B: Short Form Exit Management Requirements

1. Within 20 (twenty) working days of the Start Date the Supplier must provide the Buyer with an exit plan which ensures continuity of service and which the Supplier will follow.
2. The Supplier must ensure that the exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its Replacement Supplier at the expiry or if the contract ends before the scheduled expiry.
3. The exit plan should set out full details of timescales, activities and roles and responsibilities of the Parties for:
 - the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier
 - the strategy for export and migration of Buyer data from the Supplier system to the Buyer or a Replacement Supplier, including conversion to open standards or other standards required by the Buyer
 - the transfer of project- specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
 - the testing and assurance strategy for exported Buyer data
 - if relevant, TUPE-related activity to comply with the TUPE regulations
 - any other activities and information which are reasonably required to ensure continuity of Service during the exit period and an orderly transition
4. When requested, the Supplier will help the Buyer to migrate the Services to a Replacement Supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract ended before the Expiry Date due to Supplier cause. Otherwise any additional costs incurred by the Supplier in providing such assistance shall be subject to the Variation Procedure.

Call-Off Schedule 13 (Implementation Plan and Testing)

Part A – Implementation Plan

1 Agreeing the Implementation Plan

- 1.1 The Supplier's tendered draft Implementation Plan is at Annex 1 to this Part A of Call-Off Schedule 13. The Supplier will provide an updated, fully developed draft for Approval within five (5) days of the date of this Call-Off Contract.
- 1.2 The updated draft must contain enough detail for effective management of Contract implementation.
- 1.3 The Buyer shall not unreasonably withhold Approval of the updated draft provided that the Supplier shall incorporate the Buyer's reasonable requirements in it.

2 Following the Implementation Plan

- 2.1 The Supplier shall perform its obligations in respect of Delivery and, where relevant, Testing of the Deliverables in accordance with the Approved Implementation Plan.
- 2.2 Changes to any Milestones, Milestone Dates, Milestone Payments or Delay Payments shall only be made via the Variation Procedure.
- 2.3 Where the Supplier is responsible for the failure to achieve a Milestone by the date specified in the Approved Implementation Plan this shall constitute a material Default.

3 Delays

- 3.1 If the Supplier becomes aware that there is, or is likely to be, a Delay it shall;
 - Notify the Buyer in writing within 2 Working Days of becoming aware, explaining the likely impact of the Delay
 - Use all reasonable endeavours to mitigate the effects of the Delay, including complying with the Buyer's reasonable instructions

Annex 1 Draft Implementation Plan

Project Stage	Responsibility	Week 1	Week 2	Week 3	Week 4	Week 5
Set Up activities:						
Contract	Client & APL business development team	•				
Remote Kick-off Meeting	Client & APL account team	•				
Data / System Build:						
Sample Data Extract Specification	Client with APL support		•			
Sample Data Evaluation	APL I.T.		•			
Extraction and Transfer of Full Data Set	Client with APL support			•		
Full Data Set Evaluation	APL I.T.			•	•	
Process Data into AP Application	APL I.T.			•	•	
Process Data in Capture™	APL I.T.			•	•	
Automation & Client Setup						
Data Daily Feed Setup	Client with APL support					•
Capture™ Client Setup	APL I.T.					•
Users & Permissions Setup	Client with APL support					•
Client Acceptance Testing	Client with APL support					•
Training						
Training	Client & APL account/audit management	TBC	TBC	TBC	TBC	TBC

Part B – Testing

In this Part B to Call-Off Schedule 13, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Test Period” is the period for testing agreed between the Parties;

"Test Plan" a plan for the Testing of the Deliverables to demonstrate compliance with Contract requirements;

“Test Report” a test report produced by the Supplier in accordance with Paragraph 3.3 of this Part B to Call-Off Schedule 13;

- 1.1 All Tests will be carried out in accordance with the Test Plan.
- 1.2 The Supplier shall submit each Deliverable for the relevant Testing no later than the date specified in the Contract for the Test Period to begin.
- 2.1 The Supplier shall submit a draft Test Plan for Approval no later than five (5) days after the date of this Call-Off Contract.
- 2.2 The Test Plan will include:
 - An overview of how Testing will be carried out
 - Specific details of each Test to be carried out to demonstrate that the Buyer's requirements are satisfied
 - The Test Success Criteria for all Tests
 - A timetable for Testing over the Test Period, this to be compliant with any Implementation Plan
 - The process for recording the conduct and results of Testing
 - The responsibilities of the Parties
 - A categorisation scheme for test issues eg critical/serious/minor
- 2.3 The Buyer shall not unreasonably withhold Approval of the Test Plan provided that the Supplier shall implement the Buyer's reasonable requirements in the plan.
- 3.1 Unless specified in the Test Plan the Supplier shall be responsible for carrying out the Testing detailed in the plan.
- 3.2 The Buyer may require that a Buyer representative witnesses the conduct of the Tests.
- 3.3 No later than five (5) days after the completion of the scheduled Test Period the Supplier shall provide the Buyer with a Test Report setting out:
 - An overview of Testing carried out
 - Details of each Test carried out together with the result, indicating if the success criteria were satisfied
 - Details of any scheduled Tests that were not carried out
 - A list of all outstanding Test issues
- 4.1 Whereby the end of the scheduled Test Period the Testing process has demonstrated to the Buyer's satisfaction that the Test Success Criteria have been met then the Buyer shall notify the Supplier in writing that the Testing process has been satisfactorily completed.

- 4.2 Whereas a result of a Supplier default the Testing process has not by the end of the scheduled Test Period demonstrated to the Buyer's satisfaction that the Test Success Criteria have been met then the Buyer may:
- Direct the Supplier to repeat any unsuccessful Test or undertake any scheduled Test not thus far undertaken to give the Supplier an opportunity to demonstrate that the outstanding issues detailed in the Test Report have been resolved; or
 - Notify the Supplier that testing has been satisfactorily completed subject to rectification of outstanding issues within a period specified by the Buyer. Failure to rectify the relevant issues within the period specified shall be a material Default; or
 - to reject the relevant Deliverables and to invoke Clause 3.2.12; or
 - to reject the relevant Deliverables treating this as a material default and invoking the Buyer's termination right under Clause 10.4.1

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):

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

2 Project Management

- 2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
- 2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3 Role of the Supplier Contract Manager

- 3.1 The Supplier's Contract Manager's shall be:
- 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
- 3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;
- 3.1.3 able to cancel any delegation and recommence the position himself; and
- 3.1.4 replaced only after the Buyer has received notification of the proposed change.
- 3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 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 Contract Risk Management

- 4.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 4.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
- 4.2.1 the identification and management of risks;
- 4.2.2 the identification and management of issues; and
- 4.2.3 monitoring and controlling project plans.

- 4.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 4.4 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:

No additional boards

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

Accounts Payable Audit Solution Specification

Introduction to the NHSBSA

The NHS Business Services Authority (NHSBSA) is an Arm's Length Body of the Department of Health and Social Care and has around 3,700 employees. We manage around £39 billion of NHS spend annually delivering a range of national services to NHS organisations, NHS contractors, patients and the public. Our purpose is to be a catalyst for better health and our vision is to be the delivery partner of choice for the NHS.

Further information on the NHSBSA can be found at: <https://www.nhsbsa.nhs.uk/what-we-do>.

Background and Scope

The Accounts Payable team currently have a contract in place for automated forensics SaaS which protects spend, cuts costs and reduces fraud and risk for NHSBSA. This contract is due to expire on 23rd February 2023.

Therefore, a new SaaS solution is required to be in place for a smooth transition from 24th February 2023. The primary purpose of this solution will be for the Accounts Payable team to reduce error and fraud in financial transactions made by the Buyer and provide insightful management information through the user of reporting.

The Call-Off Contract will consist of a three-year Initial Period and one optional Extension Period at the Buyer's sole discretion of up to 12 months.

All supplier invoices and transactions processed through the NHSBSA purchase ledger must be covered. Assurance must be provided to the Accounts Payable team by proactively identifying errors before payments are made. This includes payments to suppliers for goods/services. Volumes of invoices are estimated at 10,000 per annum. The approximate value of payments is £260m per annum.

There is a basic interface between the current Accounts Payable audit solution and the Buyer's finance system. This consists of a daily manual file extract from the finance system, which is then imported by the Accounts Payable team into the audit system for the checking process to run. The requirement is for this current process to continue. However, the Buyer may explore options for automated integration later in the Contract Period.

Users will be active in the Solution during the hours of 07:00 to 19:00, Monday to Friday. However, peak hours of activity will be between 09:00 to 17:00, Monday to Friday.

Initially, six concurrent users are required, but the Solution is also required to be scalable up to at least ten concurrent users.

The Accounts Payable team need to be able to access a daily report detailing any exceptions within the financial transactions using a risk-based approach. These exceptions include but are not limited to the following:

- i. Transactions that are potential underpayments;
- ii. Transactions that are potential overpayments;

- iii. Transactions that are potential duplicate payments;
- iv. Discrepancies in supplier data; and
- v. Discrepancies in dates.

The Accounts Payable team also need to access the daily exceptions report at the start of each working day at 07:00 Monday to Friday.

Business Requirements

Ref	Requirement	MOSCOW
BR1.0	Overview	
BR1.1	The users of the Solution must only be nominated authorised persons.	Must
BR1.2	The parameters used by the Solution must be configurable by the Contracting Authority.	Must
BR1.2	Users must have the ability to view financial transaction exceptions, as detailed in Background and Scope, over a manually-inputted date range.	Must
BR1.3	Users should have the ability to view transactions which identifies where suppliers have had multiple changes made.	Should
BR2.0	Interface with Contracting Authority System	
BR2.1	The Solution must interface with the Contracting Authority System, as described in the Background and Scope section, to allow the Contracting Authority to determine whether payments within the purchase ledger are within permitted parameters.	Must
BR3.0	Audit and Reports	
BR3.1	The Solution should be capable of producing an audit report identifying the Users who have viewed transaction exceptions each day.	Should
BR3.2	All reports that are produced by the Solution should be purged automatically 12 months after their creation.	Should
BR4.0	Training and Support	
BR4.1	The Services shall include training to the Users in the effective use of the Solution.	Must
BR4.2	The Services shall include a support package.	Must
BR4.3	Fit for purpose user manuals and training materials shall be provided to Users.	Must

Non-Functional Requirements

Ref	Requirement	MOSCOW
NFR1.0	Security and Governance	
NFR1.1	The Services must be aligned to Her Majesty's Government (HMG) <i>Government Cyber Security Strategy: 2022 to 2030</i> .	Must
NFR1.2	The Supplier shall ensure that the Services provided are compliant with the requirements and controls of ISO27001 and any other relevant standards.	Must
NFR1.3	All user passwords must be protected in accordance with Cabinet Office guidance Tip 7 and the latest NCSC guidance available at https://www.ncsc.gov.uk/guidance/password-collection	Must
NFR2.0	Performance	

NFR2.1	The time for the Solution to perform an action should not exceed 5 seconds, including but not limited to: logging in; loading screens in the User Interface; producing reports; and importing files.	Should
NFR2.2	The Solution should be capable of providing a minimum of six concurrent Users, with the potential to scale up to ten concurrent Users, without having a negative impact on the performance of the Solution.	Should
NFR3.0	Recovery and Reliability	
NFR3.1	The time taken for the Solution being detected in an unavailable state from a User's perspective to be recovered to an available state must not exceed 24 hours.	Must
NFR3.2	The Services should include offline backups in line with NCSC guidance.	Should
NFR3.3	The Recovery Point Objective (RPO) should not exceed 24 hours.	Should
NFR3.4	The Recovery Time Objective (RTO) should not exceed 24 hours.	Should
NFR4.0	Availability	
NFR4.1	All planned outages must be agreed in advance with the Contracting Authority.	Must
NFR4.2	The Solution must have an availability of at least 97% over any given calendar month.	Must
NFR5.0	Usability and Documentation	
NFR5.1	The Solution must be compatible with industry-standard web browsers, which must include Edge and Chrome.	Must
NFR5.2	The User must be capable of using all functionality effectively across different screen resolutions.	Must
NFR5.3	The Solution should be AA accessibility compliant as defined by the W3C Web Content Accessibility Guidelines (WCAG) 2.1.	Should
NFR5.4	The Solution should store and process monetary values as Great British Pounds (GBP), prefix displayed amounts with the pound sign ("£") and to an accuracy of two decimal places (".00").	Should
NFR5.5	The Solution should work with assistive technologies in compliance with GDS standards, detailed at: https://www.gov.uk/service-manual/technology/testing-with-assistive-technologies .	Should
NFR5.6	The Solution must be compatible with the latest supported version of Windows Operating system (currently Windows 11) throughout the Contract and remaining backwards compatible to Windows 10.	Must
NFR5.7	The Solution must be capable of securely exporting data in Excel and PDF formats.	Must
NFR5.8	The Solution must be capable of securely importing data in XQuery format.	Must
NFR6.0	Maintainability	
NFR6.1	The Solution must be capable of being continuously upgradeable (patching) in line with NCSC guidance.	Must
NFR6.2	An upgrade plan should be agreed between the Contracting Authority and Contractor in advance of any upgrades taking place.	Should
NFR7.0	Manageability	
NFR7.1	The Contracting Authority must be alerted when the Solution suffers from a recoverable interruption.	Must
NFR7.2	The Contracting Authority must be alerted when the Solution fails to complete an overnight batch job.	Must
NFR7.3	Logging and auditing functionality must be provided for authentication and authorisation events and all user activity.	Should

NFR7.4	Logging and auditing functionality must be provided for transactions and inquiries.	Should
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