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C292407 Architecture Services Call Off Contract

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

Order Form

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

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

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

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

This Order Form shall comprise:

1. This document headed "Order Form";
2. Attachment 1 – Services Specification;
3. Attachment 2 – Schedule of Processing, Personal Data and Data Subjects;
4. Attachment 3 – Transparency Reports;
5. Attachment 4 - KPI / Performance Indicators;
6. Attachment 5 – Implementation and Exit Plan;
7. Attachment 6 – Contract Management Reports;
8. Attachment 7 – Charges, Payment and Invoicing;
9. Attachment 8 – Ethical Walls Agreement;
10. Attachment 9 – Change Control Procedure; and
11. Annex 1 – Call-Off Terms
12. Additional Schedules
13. Schedule S1 – Business Continuity and Disaster Recovery
14. Schedule S2 – Continuous Improvement
15. Schedule S3 - Supply Chain Visibility
16. Schedule S4 – NHS England Provisions

The Order of Precedence shall be:

- a) the Framework, except Framework Schedule 18 (Tender);
- b) the Order Form and its Attachments (except Section C Annex 1 - Supplier Response);
- c) Schedule S4 (NHS England Provisions)



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- d) the Call-Off Terms;
- e) the executed Statements of Work and
- f) Framework Schedule 18 (Tender).
- g) Section C Annex 1 - Supplier Response

Section A

General information

Contract Details	
Contract Reference:	C292407
Contract Title:	Architecture Services
Contract Description:	<p>A description of the requirements is outlined in the Specification. The scope includes Solution Design, Technical Assurance, System Review, Governance and Compliance Reporting, Advice and Guidance, Knowledge and Culture and Enterprise Architecture.</p> <p>In relation to Enterprise Architecture the Supplier will: Continue to establish the Enterprise Architecture Requirement tooling environment, establishing a meta model, EA views / layers and continue to uplift in terms of features and requirements (Ever Greening, TCO etc). Understanding the requirements of what NHS England require around strategic tooling. Plus embed within the organisation to validate requirements. Produce all required commercial requirement documentation to support the strategic EA Tooling procurement.</p> <p>In relation to Interoperability Standards and Development the Supplier will: produce and maintain interoperability standards products; produce technically authored, publicly available interoperability-related content; produce proposals for technical approaches and designs to solve specific cross-cutting interoperability problems.</p> <p>Contribute to a reshape of the current governance activities, to support the establishment and roll out of the governance activities across the DDB sub boards and other bodies including a discovery phase and</p>



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workshops to define the position of EAB within the governance system.

Provide operational support and uplift in BAU and Secretariat activities through the adoption of new technology and processes to accelerate and promote efficiencies.

Commencement Date: 6 August 2024

Buyer details

Buyer organisation name
NHS England
7 and 8 Wellington Place, Leeds LS1 4AP

Billing address
NHS England (NHS Digital), X24 Payables K005, PO Box 312, LEEDS LS11 1HP

Buyer representative name
[REDACTED]

Buyer representative contact details
Role: [REDACTED]
Email address: [REDACTED]
Address: 7 and 8 Wellington Place, Leeds LS1 4AP.

Buyer Project Reference
C292407

Supplier details

Supplier name
THOUGHTWORKS, LTD

Supplier address
3rd Floor, Lloyds Court, 62-78 Grey Street, Newcastle Upon Tyne, NE1 6AF

Supplier representative name
[REDACTED]

Supplier representative contact details
[REDACTED]
3rd Floor, Lloyds Court, 62-78 Grey Street, Newcastle Upon Tyne, NE1 6AF



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

N/a

Section B

Part 1 - The Services Requirement

Commencement Date

6 August 2024

Contract Period

24 months (2 years)

Services

The Supplier shall provide the following Services to the Buyer:

The Services shall consist of the Initial Services and any Additional Services

Initial Services:

The Services shall be called off using individual Statements of Work (SOW) throughout the duration of the Call-Off Contract. Milestones and timescales for delivery are detailed in the individual SOWs.

The Services are more particularly described in Attachment 1 (Services Specification) and the Statements of Work.

The “**Initial Services**” to be provided under this Contract are set out in Attachment 1 (Services Specification) and shall be provided by the Supplier from the Commencement Date. The Parties shall work together to review and formalise the Initial Services, including the applicable service management measurements, within the first three months of the Commencement Date. In the event the Parties agree that an amendment to the Initial Services is required, any such amendment shall be made in accordance with the variation procedure set out in clause 32 and / or Attachment 9. The Parties shall continue to review the Initial Services and applicable Deliverables during the monthly review meeting.

Additional Services:

At any point during the Contract Period, pursuant to section 10 of Attachment 1, the Buyer may request the provision of additional services from the Supplier (“**Additional Services**”). Such Additional Services must be substantially similar to the Initial Services. Such Additional Services shall be incorporated into the Call-Off Contract via the variation procedure set out in clause 32 and / or Attachment 9 and shall be added as a new ‘service annex’ of Attachment 1. As part of such variation procedure, the Parties shall consider and incorporate any necessary changes to Attachment 2 (Schedule of Processing, Personal Data and Data Subjects).



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STAFF TRANSFER

The Parties expectations as to the application of TUPE as at the agreement of this Order Form is there is no Staff Transfer (either 1st or 2nd generation) at the Commencement Date.

STATEMENTS OF WORK

During the Contract Period, the Buyer and Supplier may agree and execute Statements of Work ("SOW"). Once signed by the Parties, the Statements of Work shall be incorporated into and will form part of this Call-Off Contract.

The following SOW[s] will be executed at the same time as the Call-Off Contract:

Annex	Title	Version

The following SOW[s] form part of the Invitation to Tender and remain as drafts as at the date of this Call-Off Contract. The Buyer reserves the right to amend and update these SOWs following the execution of the Call-Off Contract.

Annex	Title	Version
SOW01	Enterprise Architecture and Tooling Support	1.0D
SOW02	Interoperability Standards Development	1.0D



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A Statement of Work consists of two parts however the Specification and Costs together form the Statement of Work:

- **Specification:** the technical specification developed using template contained in the attached Attachment 1 of this Order Form: Statement of Work Template (Specification); and
- **Costs:** the pricing workbook which shall be output from the Commercial model. An example of this may be found in Attachment 7 of this Order Form: Statement of Work Template (Costs).

The Parties agree that the templates in both Attachment 1 and Attachment 7 to this Order Form may be updated by the Buyer from time to time to reflect emerging Buyer needs. The Buyer shall notify the Supplier of any material change to the template in writing.

Deliverables

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

Deliverables will be detailed in the individual Statements of Work

The Deliverables are more particularly described in Attachment 1 (Services Specification) and Statements of Work.

Sites for the provision of the Services

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

Buyer Premises:

The location of the Services will be carried out in the Buyer's premises in either London or Leeds and through homeworking with some travel expected to regional locations as required or otherwise specified in the Statement of Works.

No travel expenses or subsistence payments will be due for travel to/from the Buyer's premises listed above, except when Supplier Personnel is required to travel to a Buyer's Premises which is not the base location of the person. All expenses will be subject to compliance with the Buyer's expenses policy set out in Annex 1 (Expenses Policy) of Attachment 7 Part B – Charges, which may be amended by the Buyer from time to time.

Supplier Premises:

Services may be delivered from Supplier and Subcontractor Premises (London, Leeds, Manchester or Newcastle), remotely and/or any other locations mutually agreed between the parties, providing that requirements for site attendance on Buyer's premises are prioritised and met.

Third Party Premises:

Not Applicable

Additional Standards

Any additional standards required by the Buyer will be detailed in the Attachment 1 (Services Specification).

Key Supplier Personnel

Key Supplier Personnel	Key Role(s)	Duration
[REDACTED]	[REDACTED]	Contract Period

Buyer Property

Not Applicable

Buyer Security Policy

The Security Policies the Supplier is required to comply with under the Call-Off Contract is outlined in Annex 3 of the Services Specification.

Buyer Enhanced Security Requirements

The Supplier warrants and represents that it has complied with and will continue to comply with the Cyber Security Requirements.

For the purposes of this section,

‘Cyber Security Requirements’ means:

- a) compliance with the DSP Toolkit or any replacement of the same; and
- b) any other cyber security requirements relating to the Services notified to the Supplier by the Buyer from time to time; and

‘DSP Toolkit’ means the data security and protection toolkit, an online self-assessment tool that allows organisations to measure their performance against the National Data Guardian’s 10 data security standards and supports key requirements of the GDPR, which can be accessed from <https://www.dsptoolkit.nhs.uk/>, as may be amended or replaced by the Buyer or the Department of Health and Social Care from time to time;

Insurance

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



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Key Sub-Contractors

Refer to Annex 1 Section B Part 1 - The Services Requirement. Attached as external document.

Part 2 – Charges, Payment and Invoicing

Contract Charges (excluding VAT)

Further details of Charges, Charging Mechanism, Payments and Invoicing are outlined in Attachment 7 of the Order Form

All Charges shall be payable by the Buyer in accordance with the Payment Profile set out below.

Payment Profile

The payment profile for this Contract is monthly in arrears or as agreed between the Buyer and Supplier and outlined in Attachment 6 – Contract Management and / or Attachment 7 – Charges, Payment and Invoicing.

Invoice Details

The Supplier will issue Electronic Invoices in accordance with the agreed Payment Profile.

All invoices must be sent to:

Name	NHS England
Email address	sbs.apinvoicing@nhs.net
Address	NHS England X24 Payable K005 PO Box 312 LEEDS LS11 1HP



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Invoicing Information	<p>Any queries regarding outstanding payments should be directed to NHS England Accounts Payable section by email at financialaccounts@nhs.net.</p> <p>Invoices should clearly quote the purchase order number, be addressed to the above address and be sent as a PDF attachment by email to the following email address sbs.apinvoicing@nhs.net (one invoice per PDF)</p> <p>Emails must not exceed 10Mb and quote 'T56 Invoice Scanning' in subject line. Alternatively invoices can be sent via post to the above address.</p>
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The details specified in Section A

All invoices must include:

- (a) the date of the invoice;
- (b) a unique invoice number;
- (c) the Service period or other period(s) to which the relevant Charge(s) relate;
- (d) the correct reference for this Contract;
- (e) the reference number of the purchase order to which it relates (if any);
- (f) the dates between which the Services subject of each of the Charges detailed on the invoice were performed;
- (g) a description of the Services;
- (h) the pricing mechanism used to calculate the Charges (such as Guaranteed Maximum Price with Target Cost, Fixed Price, Time and Materials, Capped Time and Materials etc.);
- (i) any payments due in respect of achievement of a Milestone (if applicable);
- (j) the total Charges gross and net of any applicable deductions and, separately, the amount of any reimbursable expenses properly chargeable to the Buyer under the terms of this Contract, and, separately, any VAT or other sales tax payable in respect of each of the same;
- (k) details of any service credits or delay payments or similar deductions that shall apply to the Charges detailed on the invoice;



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- (l) reference to any reports required by the Buyer in respect of the Services to which the Charges detailed on the invoice relate (or in the case of reports issued by the Supplier for validation by the Buyer, then to any such reports as are validated by the Buyer in respect of the Services);
- (m) a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries;
- (n) the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number); and
- (o) where the Services have been structured into separate Service lines, the information at (a) to (n) of this paragraph shall be broken down in each invoice per Service line.

Method of Payment

The payment method for this Contract is via BACS

Contract Anticipated Potential Value: [REDACTED]

Part 3 – Additional and Alternative Buyer Terms

Additional Schedules and Alternative Clauses *(see Annex 3 of Framework Schedule 4)*

This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Additional and Alternative Terms and Conditions Lot 1.

Additional Schedules

Additional Schedules	Tick as applicable
S1: Business Continuity and Disaster Recovery	<input checked="" type="checkbox"/>
S2: Continuous Improvement	<input checked="" type="checkbox"/>
S3: Supply Chain Visibility	<input checked="" type="checkbox"/>
S4: NHS England Provisions	<input checked="" type="checkbox"/>

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

Alternative Clauses

The following Alternative Clauses will apply:

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



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

Liability

The limitation of liability set out in Clause 12.1 of the Call-Off Terms shall be amended to read:

12.1.1 The Supplier's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) shall not exceed the greater of one million pounds (£1,000,000) (or such greater sum (if any) as may be specified in the Order Form) or one hundred and fifty per cent (150%) of the Charges paid and/or due to be paid in that Contract Year.

12.1.2 The Buyer's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) shall not exceed the greater of one million pounds (£1,000,000) (or such greater sum (if any) as may be specified in the Order Form) or [REDACTED] of the Charges paid and/or due to be paid in that Contract Year.

Termination for Convenience

The notice period for termination of convenience set out in Clause 19.1 of the Call-Off Terms which states 30 Working Days: For the avoidance of doubt, pursuant to clause 19.7, the Buyer's right to terminate for convenience shall apply to the Contract and/or the Services in whole and in part, subject to the termination for convenience right below in respect of individual Statement of Works

The Buyer may terminate any individual Statement of Work without reason at any time by issuing a written notice to the Supplier giving at least fifteen (15) Working Days' written notice.

Any termination of an individual Statement of Work shall be treated as a partial termination in accordance with Clause 19.7 of the Call-Off Terms and the Contract shall continue in full force and effect for continuing Statements of Work.

Section C Supplier response

Commercially Sensitive information

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



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[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



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Section D Contract award

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

SIGNATURES

For and on behalf of the Supplier:

Supplier signatory name: [REDACTED]

Supplier signatory email: [REDACTED]

Supplier Signature:

[REDACTED]

Full Name: [REDACTED]

Job Title/Role: [REDACTED]

Date Signed: 15/07/2024

For and on behalf of the Buyer:

Buyer signatory name: [REDACTED]

Buyer signatory email: [REDACTED]

Buyer Signature:

[REDACTED]

Full Name: [REDACTED]

Job Title/Role: [REDACTED]

Date Signed: 29/07/2024



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Attachment 1 – Services Specification

Attached as an external document



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

This Attachment 2 shall be completed by the Buyer, who may take account of the view of the Supplier, however the final decision as to the content of this Attachment 2 shall be with the Buyer at its absolute discretion.

1. The contact details of the Buyer's Data Protection Officer are: [REDACTED]
nhsdigital.dpo@nhs.net.
2. The contact details of the Supplier's Data Protection Officer are:
[REDACTED], DataProtection@thoughtworks.com, 0161 9236810
3. The Supplier shall comply with any further written instructions with respect to processing by the Buyer.
4. Any such further instructions shall be incorporated into this Attachment 2.

The table below sets out the default agreed description of the processing being undertaken in connection with the exercise of the parties' rights and obligations under this Call-Off Contract including what the parties consider to be the example types of Personal Data and categories of Data Subjects.

However, this table shall be reviewed for each SOW and if it does not accurately describe the processing relevant to that SOW it shall be replaced with an accurate data processing table for that SOW

The Supplier shall comply with any further written instructions with respect to processing given by the Buyer and any such further instructions shall be incorporated into this data processing table at each commissioned SOW under this Call-Off Contract.



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Description	Details
Identity of the Controller and Processor	N/a
Subject matter of the processing	N/a
Duration of the processing	N/a
Nature and purposes of the processing	N/a
Type of Personal Data being Processed	N/a
Categories of Data Subject	N/a
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	N/a



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Attachment 3 – Transparency Reports

Title	Content	Format	Frequency
Performance metrics	Summary of service level for each month during the preceding Quarter, including: Service level performance measure; Service level threshold Whether any Service Credits were owed	MS Word or Excel	Quarterly, when requested by the Buyer
Call-Off Contract Charges	Summary of Charges under the Call-Off Contract for the preceding quarter	MS Word or Excel	Quarterly, when requested by the Buyer
Key Sub-Contractors and supply chain governance	Key Sub-Contractors utilised in the contract, including proportion of Call Off Contract Charges spent with sub-contractors	MS Word or Excel	Quarterly, when requested by the Buyer
Technical	Not Used	N/A	N/A
Performance and underperformance management	Breakdown of resources used in delivery of the Services over previous quarter, including: Roles Grade Days utilised	MS Word or Excel	Quarterly, when requested by the Buyer



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Attachment 4 – Key Performance Indicators

This Attachment 4 sets out the following:

The Key Performance Indicators that shall apply to the Services are set out below. These Key Performance Indicators supplement the Key Performance Indicators in Part B Schedule 2 of the Framework Agreement:

1. Key Performance Indicators



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No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Publishable Performance Information
KPI 1	[REDACTED]	[REDACTED]	[REDACTED]	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>	[REDACTED]



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KPI 2	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
KPI 3	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Additional KPI's will be detailed in individual SOWs using the format above.



Attachment 5 – Implementation and Exit Plan

Part A

1. Introduction

- 1.1. This Attachment 5 defines the process for the preparation and implementation of an Implementation Plan for each relevant SOW.
- 1.2. The Implementation Plan requirements for SOW 1, are set out in Annex 1 to this Attachment 5 (**"Initial Implementation Plan"**).

2. Approval of an Implementation Plan

- 2.1. The Supplier shall submit a draft of an Implementation Plan to the Buyer for the initial SOW in accordance with Section 10 of the Specification (SOW Commissioning Process) approval 10 Working Days prior to the effective date of the SOW.
- 2.2. The Supplier shall ensure that the draft Implementation Plan:
 - 2.2.1. incorporates all of the milestones and milestone dates set out in the relevant draft SOW;
 - 2.2.2. clearly outlines all the steps required to implement the milestones to be achieved in the SOW term, together with a high level plan for the remainder of the programme, in conformity with the Buyer requirements;
 - 2.2.3. clearly outlines the required roles and responsibilities of both Parties, including staffing requirements; and
 - 2.2.4. details the proposed team to be working on the SOW and confirmation the team members proposed matches the roles proposed in terms of SFIA grade, experience and capabilities
- 2.3. Prior to the submission of the draft Implementation Plan to the Buyer in accordance with Paragraph 2.1, the Buyer shall have the right:
 - 2.3.1. to review any documentation produced by the Supplier in relation to the development of the Implementation Plan, including:
 - (i) details of the Supplier's intended approach to the Implementation Plan and its development;
 - (ii) copies of any drafts of the Implementation Plan produced by the Supplier; and
 - (iii) any other work in progress in relation to the Implementation Plan; and
 - 2.3.2. to require the Supplier to include any reasonable changes or provisions in the Implementation Plan.
- 2.4. Following receipt of the draft Implementation Plan from the Supplier, the Buyer shall:



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- 2.4.1. review and comment on the draft Implementation Plan as soon as reasonably practicable; and
 - 2.4.2. notify the Supplier in writing that it approves or rejects the draft Implementation Plan no later than 10 Working Days after the date on which the draft Implementation Plan is first delivered to the Buyer.
- 2.5. If the Buyer rejects the draft detailed Implementation Plan:
- 2.5.1. the Buyer shall inform the Supplier in writing of its reasons for its rejection; and
 - 2.5.2. the Supplier shall then revise the draft Implementation Plan (taking reasonable account of the Buyer's comments) and shall re-submit a revised draft Implementation Plan to the Buyer for the Buyer's approval within 5 Working Days of the date of the Buyer's notice of rejection. The provisions of Paragraph 2.4 and this Paragraph 2.5 shall apply again to any resubmitted draft detailed Implementation Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

Government Reviews

- 2.6. The Supplier acknowledges that the Services may be subject to Government review at key stages of the project. The Supplier shall cooperate with any bodies undertaking such review and shall allow for such reasonable assistance as may be required for this purpose within the Charges.



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Annex 1: Initial Implementation Plan

Milestone	Deliverable Items	Milestone Date	Buyer Responsibilities	Reference to Acceptance Criteria
1	Transition and implementation plan presented for Buyer review for the initial SOW.	10 working days prior to signing of the Call-Off Contract (unless agreed otherwise between the parties)	To provide appropriate and reasonable support to enable the Supplier to develop and complete the required transition and implementation plan	The Supplier will present its transition and implementation plan demonstrating how it will safely and successfully assume the responsibilities outlined in this Call-Off Contract including the onboarding of resources.
2	Transition and Implementation Plans agreed	10 working days from signing of the Call-Off Contract (unless agreed otherwise between the parties)	To review the Suppliers Transition and Implementation Plans (engaging with the Supplier where required) and sign it off if appropriate.	Buyers' acceptance of the Supplier's Transition and Implementation Plan

Part B EXIT PLAN

1 Handovers between Statements of Work

- 1.1 Every Statement of Work must include, as part of its final activities, provisions for handover to any subsequent and dependent Statement of Works.
- 1.2 Handovers should include any necessary documentation, training, and data necessary to allow for successful transition or exit, should the latter be decided upon.

2 Exit Plan

2.1 Introduction

- 2.1.1 "Exit Plan" means the Exit Plan to be agreed by the Parties in accordance with this Part B.
- 2.1.2 Within 2 months of the Commencement Date (or as otherwise agreed between the Buyer and Supplier), the Supplier shall prepare a draft Exit Plan in accordance with good industry practice and the provisions set out below, and shall provide such draft Exit Plan to the Buyer to review and approve.
- 2.1.3 The Buyer and the Supplier shall together review the draft Exit Plan, and shall aim to agree the draft Exit Plan within 3 months of the Commencement Date.



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2.1.4 The Supplier shall at any time during the Contract Period provide an updated draft Exit Plan where the provision of the Deliverables materially changes and this impacts the provisions of the Exit Plan.

2.1.5 The Parties shall annually jointly review, and the Supplier shall update if necessary, the provisions of the Exit Plan.

2.2 Content of Plan

2.2.1 The Supplier shall ensure that the Exit Plan facilitates a transfer of the Services to the Buyer or a Replacement Supplier on expiry or termination of the Call Off Contract.

2.2.2 As a minimum the Exit Plan will include:

- Provision of / access to key Service information, workbook data, Supplier data, key Buyer processes and requirements, and TUPE information;
- Management structure throughout the exit;
- Roles and Responsibilities, which may include:

Role	Responsibilities
Exit Manager	Management of all Workstreams, including Communications and Finance
Project Management Support	Support across all Workstreams
Framework Director	Project Governance
Data Lead	Data & Reporting Workstreams
Technology Lead	Technology Workstream
TUPE Lead	People Workstream
Supplier Lead	Supplier Management Workstream
Operations and Delivery Lead	Operations & WIP Workstreams

- Activities and timeline for the exit - The exact nature of the activities and the timelines associated with them will be dependent on the planning and activities defined by the Buyer and the Replacement Supplier, most notably the timelines and phasing of the specific Buyer roll outs, and the associated implications. The Exit Plan should nevertheless incorporate indicative timescales and milestones with these to be firmed up by agreement between the Parties no later than an agreed timespan before the date of expiry or termination;
- Logical workstreams into which the activities will be organised, which may, for example, include:

Workstream	Key Activities
Project Governance	Identify Exit Manager
	Identify Data Lead
	Identify Exit Board and key sponsors
	Understand scope and scale of new service, phasing, etc



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Workstream	Key Activities
	Confirm exit activities and timelines
	Establish and maintain RAID Log
	Align exit activities to agreed exit timelines
	Sign off detailed plan and activities
	Identify Project workstream contributors
Technology	Agree timeline to control closure of access to any Buyer Systems
Data	The Supplier to review data requests and provide workforce data in reasonable format and frequency.
	Supplier to provide a final data cut during hold/freeze period in line with WIP requirements
	Agree data archiving approach and data deletion as required by the Buyer, in line with GDPR & contractual requirements.
	Agree how data will be transferred at exit, including encryption
	Buyer data requirements to be finalised re retirement of incumbent workflow
Operations & Delivery	Provide Buyer specific process maps and variations
	Provide responses to reasonable Replacement Supplier clarification requests
People	Provide a point of contact in HR to agree TUPE timelines & approach
	Activities as required to comply with TUPE
Supplier Management	Provide all current suppliers and contact details
	Support reasonable communications to suppliers and issue any required communications
	Manage billing closure with Supplier
Communications and Change Management	Feed into communications plan
	Feed into communications drafting
	Ensure all relevant Supplier teams understand activities/ progress of exit / agreed messaging
	Fully brief helpdesk on FAQs and messaging
	Issue communications to workers and suppliers as per plan



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Workstream	Key Activities
	Provide input to change impact assessment
Reporting	Provide a detailed overview of current reporting suite detailing key criteria, recipients and frequency
Work in Progress Transition (WIP)	Agree process & commercial arrangements for WIP transition
	Support data cleanse activity with a final data cut submitted to incoming service provider
	Support WIP freeze on raising new requisitions and worker changes
Finance	Provide final billing and confirm final time sheeting details
	Support in closing down purchase orders (if applicable)
	Support communication to workers and suppliers on billing transition

- Details of the transition of Deliverables, processes, data etc during the exit;
- Details of how technologies and accesses will be retired;
- Issue management governance structure; and
- Key assumptions, which may, for example, include;
- Data requests – to be reasonable, specific and where necessary have clear articulation of why such data is required;
- Response timelines – timelines for activities and data requests to be reasonable and reflect the work effort required in producing / executing;
- Active engagement –Supplier to be kept fully informed of Buyer progress and updates; and
- Buyer points of contact –provide dedicated resource to support in the management of the exit and help manage issues and escalations.

3 Exit Management

- 3.1 The Supplier agrees that within 20 Working Days of the earliest of:
- 3.1.1 receipt of a notification from the Buyer of a transfer of the Service or intended Service transfer;
- 3.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;



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3.1.3 the date which is 12 Months before the end of the Term; and

3.1.4 receipt of a written request of the Buyer at any time,

the Supplier shall provide a complete set of information it is required to provide under the Exit Plan and the Parties shall agree the dates for completion of the activities set out in the Exit Plan. The Exit Plan, once populated with dates for the completion of activities ("**Final Exit Plan**") shall govern exit and transition of the Deliverables.

3.2 In relation to the delivery of the activities in a Final Exit Plan for a transfer of the Service, the Supplier shall provide all reasonable co-operation and collaboration with the Buyer and Replacement Supplier including to agree aligned dates and to perform, and facilitate the performance of, aligned activities.

3.3 To the extent it does not adversely affect the Supplier's performance of any remaining Deliverables, then for the purposes of executing a Final Exit Plan, the Supplier shall:

3.3.1 subject to paragraph 3.5, cease to use any 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 provided by to the Supplier by the Buyer, or which the Supplier is required to generate, process, store or transmit pursuant to this Call-Off Contract ("**Government Data**");

3.3.2 comply with the deletion requirements described in paragraph 3.4 as impacted by paragraph 3.5;

3.3.3 return to the Buyer all of the following if it is in the Supplier's possession or control:

- all copies of Buyer software licensed or provided by the Buyer;
- all materials and documents owned by the Buyer; and
- any other Buyer assets provided by the Buyer.

3.4 Subject to paragraph 3.5, the Supplier shall as soon as reasonably practicable after termination of the Deliverables return (if required by the Buyer) all Government Data and any copies of it or of the information it contains, and in any case securely and irrevocably delete from its systems the Government Data in accordance with the applicable provisions of Clause 18 Call Off Terms. The Supplier shall certify that all copies of the Government Data have been deleted within a reasonable time and in any event not later than 90 days after termination of the Deliverables.

3.5 The Supplier may continue to Process Personal Data contained within the Government Data following termination of the Deliverables to the extent necessary to support access by the Controllers to historical activity or audit data contained in the Supplier's systems where set out as required and in accordance with the conditions set out in Attachment 2 (Schedule of Processing, Personal Data and Data Subjects).

3.6 When the Supplier believes that it has completed all activities in a Final Exit Plan, the Supplier shall notify the Buyer who shall then assess whether it is satisfied that the activities have been successfully completed. If the Buyer agrees that the Supplier has completed all of the



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required activities for that particular Final Exit Plan, it shall confirm its agreement in writing. If the Buyer does not agree with the Supplier's assertion that it has completed all of the required activities, then it shall notify the Supplier of the reasons why and following receipt of such reasons, the Supplier shall complete the required outstanding actions in a timeframe as will be reasonably agreed between the Parties.

4 Confidential Information

- 4.1 Subject to the requirements of Attachment 2 (Schedule of Processing, Personal Data and Data Subjects) in relation to data retention, return and destruction, upon termination or expiry of this Call Off Contract, each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of completing a transfer of the Service or for statutory compliance purposes. The parties agree that any Personal Data will be managed in accordance with Attachment 2 (Schedule of Processing, Personal Data and Data Subjects).
- 4.2 The Supplier agrees that any Final Exit Plan agreed pursuant to the process described in paragraph 3.1 may be shared with the Replacement Supplier(s).

5 Charges

- 5.1 Each Party shall bear its own costs in relation to the performance of its obligations described in this schedule.



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Attachment 6 - Contract Management Reports

1. DEFINITIONS

1.1 In this Attachment, the following words shall have the following meanings:

“Agile”	a generic term to cover agile ways of working within the digital environment;
“Backlog”	has the meaning given to it in paragraph 2.3.1 of this Attachment 6;
“Balanced Scorecard”	has the meaning given to it in paragraph 2.3.7 of this Attachment 6;
“Buyer SM Event”	has the meaning given to it in paragraph 2.3.7 of this Attachment 6;
“Call-Off Contract Management”	has the meaning given to it in paragraph 2.1.2 of this Attachment 6;
“Call-Off Rate Card”	means the table of rates for different roles as captured in Attachment 7 – Charges (Annex 1 Part A - Pricing Mechanism);
“Collaborative Buyer/Supplier Event”	has the meaning given to it in paragraph 3.40 – 3.42 of this Attachment 6;
“Call-Off Contract Manager”	the Call-Off Contract Manager appointed for the Supplier and for the Buyer in accordance with Annex 6 of this Attachment 6;
“Commercial Planning/Review Events”	has the meaning given to it in paragraph 2.3.4 of this Attachment 6;
“Executive Sponsor”	has the meaning given to it in paragraph 6.26 of this Attachment 6;
“Operational Board”	the board established in accordance with paragraph 2.3.6 of this Attachment 6;
“Operational Contract Manager”	the operational contract manager appointed for the Supplier and for the Buyer in Annex 6 of this Attachment 6;
“Operational Planning Event”	has the meaning given to it in paragraph 2.3.2 of this Attachment 6;



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“Operational Review Events”	has the meaning given to it in paragraph 2.3.3 of this Attachment 6;
“Orange Book”	means the Orange Book: Management of Risks – Principles and Concepts accessible at: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/191513/The_Orange_Book.pdf
“Programme”	means a programme of work, as identified by a portfolio number or equivalent;
“Scrum Sprint”	means a time boxed period of time in which a useable product increment is created per the [REDACTED] (an Agile methodology);
“SOW Management”	has the meaning given to it in paragraph 2.1.1 of this Attachment 6; and
“SOW Variation”	has the meaning given to it in paragraph 2.3.5 of this Attachment 6.

2. OVERVIEW OF SUPPLIER AND CONTRACT MANAGEMENT

- 2.1 There are three levels of relationship and contract management covered by the various parts of this framework:
 - 2.1.1 **Statement of Work Management (“SOW Management”)** covering how Statements of Work (SOWs) are managed. SOW Management starts with SOWs being created and ends, typically with handover to the next SOW, as a SOW ends (see paragraph 3.1 of this Attachment 6);
 - 2.1.2 **Call-Off Contract Management (“Call-Off Contract Management”)** covering the specific contract management obligations between Supplier and Buyer relating to a specific Call-Off Contract (see paragraph 3.8 of this Attachment 6);
 - 2.1.3 **Buyer/Supplier Management** covering individual relationships between the Buyer and a single Supplier. These relationships are anticipated to develop as an early part of Call-Off competition as Suppliers bid for potential work. These relationships are also anticipated to persist beyond individual Call-Offs for the duration of the Framework (and beyond, assuming Call-Offs extend beyond the formal term of the Framework) (see paragraph 3.31 of this Attachment 6).
- 2.2 For the avoidance of doubt, by signing any individual Call-Off Contract, suppliers are obliged to meet the terms of this attachment 6, as required by the Buyer, for the durations indicated at each level of relationship.
- 2.3 There are a number of key mechanisms for managing this Call-Off Contract set out below. This list is not an exclusive list but is designed to focus on the key principles



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underpinning each level of management. Also, whilst logically separated below, the Buyer may elect to combine such mechanisms:

- 2.3.1 Product Backlog ([REDACTED]) or Prioritised Requirements List ([REDACTED])** (the “**Backlog**”) which, within the context of this Contract, should be considered to be the cornerstone of ongoing operational management. As such it should be considered to be a live contract artefact (see paragraph 4.1 of this attachment 6);
- 2.3.2 “Operational Planning Events”** or equivalent, managing the granular level refinement from Commercial Planning/Review Event level (typically at requirement/Increment level down to Scrum Sprint / Timebox ([REDACTED]) sized task level (to be held at the frequency given at paragraph 3.6 of this attachment 6);
- 2.3.3 “Operational Review Events”** or equivalent, which provide the basis for among other things, reviewing achievements out of individual Sprints/Timeboxes, learning lessons from the previous activity and understanding the actual effort used. A summary of this will be fed into the Commercial Planning/Review Events (Scrum Sprints or reporting performance and progress of tasks into the Commercial Planning/Review Events is described below at paragraph 3.7 of this attachment 6);
- 2.3.4 “Commercial Planning/Review Events”** (usually combined but may be separate events for planning and review):
- These events will refine and prioritise the main Backlog (at Deliverable Increment/user story level and above) for feeding into the more detailed SOW task level backlog managed under the Operational Planning Events described above.
 - From a review perspective, the Commercial Planning/Review Event will assess completeness of tasks and map this into acceptance of Deliverables as well as collate actual effort spent. Acceptance certificates may be used to acknowledge completeness. The review will typically lead to invoicing and payment.
 - Whilst the frequency of Operational Planning Events is likely to reflect the operational practices specific to the SOW, Commercial Planning/Review Events will normally be held on a monthly basis.
 - These events are seen at the main focus points for Call-Off Contract Management activities (see paragraph 3.8 of this Attachment 6).
- 2.3.5 Variation and Change Management** covers minor changes to Statements of Work (“**SOW Variations**”) and more formal changes to the contract (see paragraph 4.2 below of this Attachment 6);
- 2.3.6** Events such as **Operational Board meetings**, where the programme or project teams may escalate topics for resolution or where material decisions may need to be made. (see paragraph 6.21 below);



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- 2.3.7 **“Buyer SM Events”** designed to aggregate Call-Off Contract activity into an overarching view of Supplier performance and provide a means to take a holistic view of the performance and relationship with the Supplier as well as address topics escalated from individual Call-Off Contracts. If the Buyer only has one or two Call-Off Contracts with an individual supplier these events may be combined with Commercial Planning/Review Events, however the intent is to focus at the Supplier level rather than the Call-Off Contract level (see paragraph 0 below);
- 2.3.8 **The “Balanced Scorecard”**, providing the mechanism to visually summarise the status of either the Call-Off and/or Supplier performance. Whilst a large individual Call-Off may warrant a dedicated Balanced Scorecard, within the context of this framework it is anticipated the Balanced Scorecard will operate at the overall Buyer/Supplier level (and this is the assumption underpinning the illustrations making up the rest of this attachment 6) (see 0 below);
- 2.3.9 in order to manage the time dimension relevant to the Call-Off Contract the Buyer will require some form of delivery planning. This may be in the form of Gantt charts or project plans, or it may be in the form of agile tools such as roadmaps, Epic boards, Elaboration and/or Sprint Boards, Kanban boards, etc.
- 2.4 Throughout the lifetime of Call-Off Contracts between the Buyer and Suppliers there are risks. Risk management practices applied at Call-Off Contract level are described further at paragraph 5 of this attachment 6.
- 2.5 Suppliers should be aware that the Buyer will also undertake ongoing Supplier risk management activities (such as ongoing financial credit rating checks) as part of its Call-Off Contract management processes.

3. SUPPLIER AND CONTRACT MANAGEMENT LEVELS

Statement of Work Management

- 3.1 Other than the first SOWs under a Call-Off Contract, which will be defined by the Buyer, SOWs will generally be developed involving joint exploratory discussions between the Buyer and the Supplier. Generally speaking, inputs to the SOW are likely to include:
 - 3.1.1 some form of road map (the context);
 - 3.1.2 initial views on initial resource profile and technology stack and so on, used to inform the sizing of the SOW;
 - 3.1.3 which Accountability Model (Sole Responsibility, Self-Directed Teams or Rainbow), each as defined in Attachment 1 (Specification); and which pricing mechanism (Fixed Price or Capped Time and Material,); and
 - 3.1.4 an initial Backlog (detailing requirements at an appropriate level of detail), provisional resource profile and technologies.



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- 3.2 The operation of the Backlog is described under paragraph 4 below, however, at operational level it is intended to be the basis for agreeing, accepting and capturing tasks as well as related effort. There shall be a continuous alignment between the main Backlog held at Call-Off Contract level and any SOW Backlog (the Call-Off Contract level Backlog focuses on Deliverable Increments whilst the SOW Backlog level focuses on the more detailed tasks). At SOW level the Backlog should largely be operational and should be being refined to a level that can be allocated to the next sprint, timebox or equivalent (aiming to task size).
- 3.3 In addition to the Backlog, there will be information required by the Buyer for the purposes of recording resources (e.g. for controlling access to infrastructure), measuring performance (e.g. burn charts, etc), evidencing delivery (e.g. acceptance certificates) and so on. Annex 1 of this attachment 6 provides a provisional, non-exclusive, list of information types which may be used by the Buyer to initially specify typical requirements.
- 3.4 Whilst individual SOWs may operate under the Fixed Price pricing mechanisms, all Call-Off Contracts shall be underpinned by an agreed set of Supplier Call-Off Rate Cards. Under all circumstances, regardless of pricing model, Suppliers shall maintain an accurate record of actual resource utilisation and to make this available to the Buyer on request.
- 3.5 When capturing effort, the Supplier is required to link such effort to the SOW and to the respective entry on the applicable Call-Off Rate Card as well as include period start and end date and utilised effort (in hours, days or fractions thereof as determined by the Buyer).
- 3.6 Operational Planning Events will be held at a frequency determined by the Buyer. The purpose will be to agree the next iteration of work (e.g. Scrum Sprint) and to refine the Backlog. The principle of ongoing refinement is a key Agile concept.
- 3.7 Operational Review Events will be held at a frequency determined by the Buyer. Typically, these will be at regular intervals (e.g. every month or every Scrum Sprint). Two contractual related purposes of Operational Review Events are to:
 - 3.7.1 identify when tasks are completed and provide evidence to the Commercial Planning/Review Events that work is “done”; and
 - 3.7.2 capture actual effort taken (versus the forecast) as a means of improving future estimates and providing the raw data for invoicing purposes.

Call-Off Contract Management

- 3.8 Within the context of this Call-Off Contract, taking into account the other levels of contract management, the primary purpose of Call-Off Contract Management includes:
 - 3.8.1 establishing and managing the information flows relevant to the Call-Off Contract;



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- 3.8.2 managing the overarching Backlog and ensuring it is continuously refined to reflect the evolving work;
- 3.8.3 establishing new SOWs, providing oversight of SOWs in progress and ensuring handover between SOWs as appropriate;
- 3.8.4 acting as the bridge between SOW management (operational) and commercial matters such as raising and managing invoices and payment, and tracking and managing commitment and spend against the overall Call-Off Contract value estimate;
- 3.8.5 providing oversight of the resources (Supplier Personnel, Subcontractors, etc.) required to deliver the Deliverables under the Call-Off Contract;
- 3.8.6 creating and maintaining Implementation Plans (as set out in Order Form Attachment 5 (Implementation Plan));
- 3.8.7 co-ordinating with stakeholders and the Operational Board if applicable;
- 3.8.8 managing overall Call-Off Contract level risks, issues, escalations and commercial matters;
- 3.8.9 managing formal Variations;
- 3.8.10 acting as the linkage point into Buyer/Supplier Management;
- 3.8.11 maintaining and updating the Contract specific Call-Off Rate Card(s);
- 3.8.12 contributing to the maintenance of programme/project artifacts such as business cases, procurement packages, roadmaps, etc;
- 3.8.13 ensuring smooth transition and hand-over to the recipient of Deliverables (always the Buyer, but it may also be to another supplier if there is another major phase of work to be undertaken by the other supplier under a separate Call-Off Contract or SOW); and
- 3.8.14 monitoring Supplier performance against KPIs.
- 3.9 Typically, the Buyer shall expect oversight of SOWs to form part of the role of a core team who will persist for the duration of the Call-Off Contract. The Buyer shall consider executing a dedicated SOW (typically a rainbow team, on a Capped Time and Materials basis) for defining and managing Call-Off Contract Management activities. This would be in addition to any specific delivery SOWs. This role is not anticipated to be full time, but rather periodic (e.g. no more than a few days per month). If a single SOW is operating at any given time, the role may to be combined with others.
- 3.10 Whereas SOWs will often be sequential, there is no restriction on the number of SOWs that are able to be effective at any point in time. This means a Call-Off Contract may involve more than one Service Provision (with individual SOWs possibly commissioned to deliver distinct services).



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- 3.11 The above activities are logically defined under the heading of Call-Off Contract Management for the purposes of this Call-Off Contract however the Buyer may choose to capture the above requirements in a manner of their own choosing.

Establishing and Managing Information Flows

- 3.12 Annex 2 of this attachment 6 provides an initial list of information which may be requested by the Buyer in connection with Call-Off Contract Management. The Buyer may add to this list at any point in time by notifying the Supplier in writing.
- 3.13 The information set out in Annex 2 of this attachment 6 shall be expected to be kept up to date by the Supplier at the refresh frequency set out in that Annex. The Supplier is required to maintain tight version control and, where noted, obtain Buyer approval to updates as the work progresses.

Managing the Backlog

- 3.14 The Backlog is a key artifact for Call-Off Contract Management. The Backlog shall track Deliverable Increments as they are refined during the Call-Off Contract Period, will identify which SOWs cover each Deliverable Increment, will size them (and cost them under either the Fixed Price), will provide the basis for “accepting” them and will track various other information as set out in Annex 4.
- 3.15 Whilst the Buyer may choose to have a single Backlog covering each SOW and the Call-Off Contract, at Call-Off Contract level the Backlog is intended to capture the Deliverable Increments whilst delegating the detailed task-level management down to the SOW Backlog.
- 3.16 Payment under the Fixed Price pricing mechanism will be based on the price agreed in advance. However, the Supplier will be expected to provide a resource estimate which, when combined with Call-Off Rate Card prices, will provide the transparent basis for the fixed price.
- 3.17 The Buyer may elect to use acceptance certificates for all Deliverable Increments agreed as “done” or only for key Deliverable Increments. Under the Fixed Price or pricing mechanisms, there shall be a clear linkage between an invoiced amount and the relevant Deliverable Increment.
- 3.18 In all cases there shall be a clear linkage between the Backlog and invoices submitted.
- 3.19 Invoice frequency may not align with Operational Review Events (e.g. invoicing may be monthly but review/planning events every two weeks). Under such circumstances, for clarity of receipting and audit purposes, unless agreed otherwise by the Buyer, work yet to be accepted at the Commercial Planning/Review Event shall be held back to the next appropriate invoice period.

Oversight of Statements of Work

- 3.20 Subsequent to the first SOW, new SOWs will be created and agreed under the concept of Call-Off Contract Management. It is anticipated that the team involved in



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Call-Off Contract Management shall develop the SOW requirements, work with the Supplier to agree the content of the SOW, and decide on the resourcing and pricing models prior to signing off the SOW.

- 3.21 It is the responsibility of the respective Call-Off Contract Managers to ensure SOWs are within the scope of the overarching Call-Off Contract and that budget is available under the Call-Off Contract.
- 3.22 It is envisaged that minor variations to in-place SOWs will be coordinated under the concept of Call-Off Contract Management

Providing oversight of resourcing

- 3.23 Whilst detailed planning of resource allocation to SOW tasks is handled at SOW Management level, there is an ongoing requirement to understand the total resourcing view and where resourcing is deployed at the Call-Off Contract level.
- 3.24 Under the Rainbow Team Accountability Model, the Buyer may have mandatory induction processes to be followed. The Supplier shall ensure that all such requirements are met where required prior to beginning work under any Call-Off Contract or SOW.
- 3.25 The Supplier is also responsible for ensuring that its staff (directly or indirectly employed) perform any data handover / cleansing obligations where applicable at the end of a Call-Off Contract. Call-Off Contract Management is accountable for ensuring this is done.

The bridge between SOW Delivery and payment / Call-Off Contract budget management

- 3.26 The Supplier shall, at all times, maintain an audit path linking delivery information together with invoice information.
- 3.27 In an Agile environment, the contract value agreed at Call-Off Contract level is typically a maximum possible value rather than a committed sum. Subject to the terms of this Call-Off Contract, committed charges shall be set out in each SOW.
- 3.28 At all times, the Supplier shall track budgets, forecasts and actuals at purchase order level, SOW level and Call-Off Contract level and shall provide a level of granularity (e.g. monthly) as required by the Buyer.
- 3.29 The Supplier shall update such financial summaries to reflect any changes agreed under the formal Variation process.
- 3.30 The Supplier shall notify the Buyer of any forecast overspend at least 60 days in advance of such an overspend occurring.

Buyer/Supplier Management

- 3.31 Buyer/Supplier Management covers the overall relationship between Buyer and Supplier. If there is only one Call-Off Contract in place between the Buyer and



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Supplier the below activities may be combined under Call-Off Contract Management. However, Buyer/Supplier Management contains obligations which extend beyond specific Call-Off Contracts as set out below.

- 3.32 Buyer/Supplier Management is considered to formally start on the commencement of the Call-Off Contract. However, it is anticipated that Suppliers start to engage in Buyer/Supplier Management on an informal basis as they first become involved in a Further Competition Procedure.
- 3.33 From the Call-Off Contract Start Date the Supplier shall nominate a Buyer Account Manager and the Buyer shall nominate a Supplier Manager.
- 3.34 It is expected, as part of non-Call-Off Contract-specific Supplier engagement, that the Supplier makes efforts to “understand” the Buyer. In order to improve competition and ensure a level playing the Buyer shall support attempts by the Supplier to “understand” the Buyer, without prejudicing any Further Competition Procedure.
- 3.35 It is recommended that, where a Supplier has not previously had a relationship with the Buyer, or specific relevant parts of the Buyer’s business, that “get to know events” are facilitated by the Buyer.
- 3.36 Buyer/Supplier Management is considered to end on the End Date of the last effective Call-Off Contract between the Buyer and Supplier.
- 3.37 Whilst it is recognised that Buyer/Supplier Management may be incorporated within Call-Off Contract Management, there is certain information which may be aggregated up or is pertinent to the relationship with the Supplier. Examples of such information are listed under Annex 3.
- 3.38 On an ongoing basis, the Buyer and Supplier shall collaborate to ensure appropriate prioritisation of resources, focus and continuous improvement across all Call-Off Contracts between the Buyer and the Supplier.
- 3.39 Buyer SM Events, for handling the above matters, shall be held at a frequency determined by the Buyer.

Collaborative Buyer/Supplier Events

- 3.40 Periodically, the Buyer may elect to meet with all Suppliers with whom it has Call-Off Contracts or who are actively participating in business with the Buyer.
- 3.41 Typically such events will be held quarterly, but the frequency shall be determined by the Buyer. Suppliers should make every reasonable effort to participate in, and contribute to, such events.
- 3.42 The purpose of such events will typically be to:
 - 3.42.1 provide the Buyer with the opportunity to share, on an equitable basis, future pipelines of work;



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- 3.42.2 provide the Buyer with the opportunity to share future technology trends from the Buyer's perspective;
- 3.42.3 provide Suppliers with the opportunity to suggest overall improvements to the way the Framework Contract is working with the Buyer;
- 3.42.4 share emerging technologies coming out of Supplier activities;
- 3.42.5 identify where there may be market shortages in skills and discuss mechanisms (training, knowledge sharing, buddying/mentoring, etc.) to address such shortages;
- 3.42.6 agree proposals for possible changes to be considered by CCS;
- 3.42.7 any other activity which may be proposed by the Buyer.

4 KEY MECHANISMS

4.1 Product **Backlog** ([REDACTED]) or Prioritised Requirements List ([REDACTED]) or equivalent:

- 4.1.1 Typical information to be held in the Backlog may be found in Annex 4 of this attachment 6;
- 4.1.2 The Backlog should be considered to be the operational equivalent of a change control log capturing refinements, changes, additions and deletions. The Backlog demonstrates the value delivered (even if only at Deliverable Increment) and provides an indicator on how much change the project/programme has had to absorb;
- 4.1.3 The Backlog evidences value delivered; and
- 4.1.4 Since the Backlog captures ongoing refinement, Variations should only be required to changes to funding, scope and high level milestones/timescales.

4.2 Variation and Change Management

- 4.2.1 The term "SOW Variation" is used to describe changes to budget, timescales, and scope at the SOW level. Other than the Buyer ensuring finances are still available and that the scope of the SOW remains inside the Call-Off Contract, such SOW Variations are intended to be managed within the Call-Off Contract. As such extended Buyer governance is not anticipated.
- 4.2.2 The term "Variation", in this context, is used to describe changes to overall contract value, overall contract milestones and/or term and where overall scope requires to change and such SOW Variation and Variation shall follow the procedure set out in Attachment 9 – Change Control Procedure.
- 4.2.3 The Supplier is required to maintain copies of all Variation and SOW Variation documentation.



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4.3 Balanced Scorecard

- 4.3.1 Where the Buyer determines, the Supplier shall work with the Buyer to develop the detail of a Balanced Scorecard.
- 4.3.2 The Buyer shall give notice to the Supplier as to when the Balanced Scorecard shall become effective.
- 4.3.4 The principles outlined in Procurement Policy Note 09/16: Procurement for Growth Balanced Scorecard (or any later replacement) shall apply.
- 4.3.5 The Parties shall refer to the Balanced Scorecard Paper, Annex A: Diagram and Annex B: Strategic Themes and Critical Success Factors associated with Procurement Policy Note 09/16 (or latest equivalents) when formulating a Balanced Scorecard.
- 4.3.6 The Buyer may elect to apply a Balanced Scorecard either per Call-Off Contract or at Supplier level.
- 4.3.7 The frequency of update to the Balanced Scorecard shall be determined by the Buyer (but will generally align with Commercial Planning/Review Events at Call-Off level and/or Buyer SM Events at Supplier level).
- 4.3.8 An example of a Balanced Scorecard may be found in Annex 5 of this attachment 6.

5. RISK MANAGEMENT

- 5.1 Reference is made to the HM Treasury Green Book supplementary guidance on risk (<https://www.gov.uk/government/publications/green-book-supplementary-guidance-risk>).
- 5.2 In particular, the principles and concepts contained in the Orange Book shall underpin the risk management practices implemented under this attachment 6.
- 5.3 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 5.4 The Buyer will aim to ensure that the placement of risk is appropriate (i.e. risk is placed where it can be influenced).
- 5.5 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - 5.5.1 the identification and management of risks;
 - 5.5.2 the identification and management of issues; and
 - 5.5.3 monitoring and controlling project plans.



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- 5.6 The Supplier shall allow the Buyer to inspect at any time within the Supplier's working hours the accounts and records which the Supplier is required to keep.
- 5.7 The Supplier will maintain a risk register of the risks relating to the Call-Off Contract which the Buyer and the Supplier have identified.
- 5.8 The Buyer may elect, at any point in time, to conduct ongoing Supplier risk management as follows:
 - 5.8.1 the Buyer may choose to use credit rating checks (such as those offered by [REDACTED]) to monitor the financial health of the Supplier;
 - 5.8.2 should the Buyer determine that a Supplier could be at financial risk, the Buyer may request financial details (including current unpublished accounts) in order to better understand any risk which could have an impact on the Call-Off Contract;
 - 5.8.3 on request by the Buyer, the Supplier shall provide and work to a financial risk mitigation plan as a means of protecting the interests of the Buyer; and
 - 5.8.4 the Supplier shall take reasonable steps to ensure the financial health of any Subcontractors it engages with. In the event of a potential risk with any Subcontractor the Supplier shall notify the Buyer of such risks and the mitigation actions it is taking to protect the interests of the Buyer.

6. KEY ROLES

- 6.1 Key Roles and Key Staff are identified and named in each SOW.
- 6.2 The Supplier and the Buyer shall each nominate an Operational Contract Manager for the purposes of this Call-Off Contract through whom the provision of the Deliverables shall be managed day-to-day.
- 6.3 The Supplier and the Buyer shall each nominate a Call-Off Contract Manager for the purposes of this Call-Off Contract through whom commercial matters may be escalated as and when needed and at a regular frequency as determined by the Parties.
- 6.4 The Parties shall ensure that appropriate resource is made available on a regular basis such that the contract management aims, objectives and specific provisions of this Call-Off Contract can be fully realised.

Operational Contract Managers

- 6.5 Operational contract management shall cover matters including:
 - 6.5.1 developing technical scope for individual SOWs;
 - 6.5.2 ongoing joint management of Backlog item lists;



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- 6.5.3 resource monitoring; and
- 6.5.4 progress against Deliverables and reporting and receipting of the same.
- 6.6 The Supplier's Operational Contract Manager shall be:
 - 6.6.1 the primary point of contact to receive operational communications from the Buyer and will also be the person primarily responsible for providing operational information to the Buyer;
 - 6.6.2 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 Operational Contract Manager's responsibilities and obligations;
 - 6.6.3 able to cancel any delegation and recommence the position himself; and
 - 6.6.4 replaced only after the Buyer has received notification of the proposed change.
- 6.7 The Buyer's Operational Contract Manager is the Buyer side of the Operational Contract Management relationship, providing operational communications to the Supplier, acknowledging receipt of Deliverables, and having equivalent obligations with respect to delegation and notification of any changes.
- 6.8 The Buyer may provide revised instructions to the Supplier's Operational Contract Manager in regards to the operation of the Call-Off Contract and it will be the Supplier's Operational Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 6.9 Receipt of communication from the Supplier's Operational Contract Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Call-Off Contract.

Call-Off Contract Managers

- 6.10 Commercial Contract Management shall cover matters including:
 - 6.10.1 development of commercial scope for individual SOWs;
 - 6.10.2 ensuring compliance with Call-Off Contract terms;
 - 6.10.3 oversight of commercial performance of the Call-Off Contract; and
 - 6.10.4 resolution of commercial issues, including any need for contractual dispute resolution or escalation.
- 6.11 The Supplier's Call-Off Contract Manager shall be:



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- 6.11.1 the primary point of contact to receive commercial communications from the Buyer and will also be the person primarily responsible for providing commercial information to the Buyer;
 - 6.11.2 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 Call-Off Contract Manager's responsibilities and obligations;
 - 6.11.3 able to cancel any delegation and recommence the position himself; and
 - 6.11.4 replaced only after the Buyer has received notification of the proposed change.
- 6.12 The Buyer's Call-Off Contract Manager is the Buyer side of the Commercial Contract Management relationship, providing commercial communications to the Supplier and having equivalent obligations with respect to delegation and notification of any changes.
- 6.13 The Buyer may provide revised instructions to the Supplier's Call-Off Contract Manager in regards to the commercial aspects of the Call-Off Contract and it will be the Supplier's Call-Off Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 6.14 Receipt of communication from the Supplier's Call-Off Contract Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Call-Off Contract.

Supplier Manager and Account/Buyer Manager

- 6.15 The Buyer side Supplier Manager, if named by the Buyer, is the individual with oversight of the Supplier as a whole and shall be the prime contact for the Supplier's Account/Buyer Manager.
- 6.16 Buyer matters which are not able to be dealt with at the Call-Off Contract level shall be escalated to the Supplier Manager.
- 6.17 The role shall delegate to the Buyer's Call-Off Contract Manager if not named.
- 6.18 The Supplier side Account/Buyer Manager, if named by the Supplier, is the individual with the relationship with the Buyer as a whole and shall be the prime contact for the Buyer's Supplier Manager.
- 6.19 Supplier matters which are not able to be dealt with at the Call-Off Contract level shall be escalated to the Supplier's Account/Buyer Manager.
- 6.20 The role shall delegate to the Supplier's Call-Off Contract Manager if not named.



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Contract Boards

- 6.21 One or more Contract Boards may, at the Buyer's sole option be established for the purposes of this Call-Off Contract. At minimum the Supplier and the Buyer shall be represented on the board.
- 6.22 Where required, the board members, frequency and location of board meetings and planned start date by which the board shall be established shall be set out in Annex 6.
- 6.23 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 6.24 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 6.25 The purpose of the board meetings will generally be to review the performance of the Call-Off Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

Executive Sponsors

- 6.26 Each party may elect to nominate an Executive Sponsor for the purposes of ensuring corporate alignment with the overall Buyer/Supplier relationship as well as acting as a point of escalation to assist in removing potential corporate blockers.

7 KEY INFORMATION

- 7.1 The Buyer requires the Supplier to provide the management information as identified in the Annexes to this attachment 6. These requirements are without limitation to the Buyer's right to require the submission of information, reports, records and data as set out elsewhere in the Call-Off Contract.
- 7.2 The Supplier shall, within 30 days of the earliest of:
 - 7.2.1 the date which is 30 days before the end of the Call-Off Contract Period;
 - 7.2.2 receipt of a Termination Notice;
 - 7.2.3 notification by the Buyer of an actual or intended Service transfer; or
 - 7.2.4 a written request by the Buyer,



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7.2.5 provide the Buyer with a complete set of up to date information in respect of all types of information set out in the Annexes.

8. INVOICING AND PAYMENT

- 8.1 The frequency of invoicing shall be on a Monthly basis, unless agreed by the Buyer, in writing, as otherwise.
- 8.2 Invoices for the preceding Month shall be submitted within 10 Working Days of the end of the Month unless agreed, in writing, by the Buyer as otherwise.
- 8.3 Separate invoices shall be provided for each SOW, clearly identifying the Call-Off Contract and SOW which the invoice relates to.
- 8.4 The information to be provided by the Supplier with each Invoice shall be that identified in the Order Form.
- 8.5 In order to facilitate prompt payment of invoices, the Supplier shall coordinate with the Buyer to ensure acceptance of Deliverables completed.
- 8.6 The Buyer shall notify the Supplier of any incorrect Invoice submissions within 5 Working Days of receipt. Incorrect invoices shall include (without limitation) invoices for work which has not been accepted by the Buyer and invoices based on incorrect rates. The Supplier shall resubmit invoices once corrected.
- 8.7 Unless otherwise agreed, the Buyer shall pay all accepted invoices within 30 days of submission.

9 KPIs

- 9.1 The Supplier's performance shall be measured by the KPIs set out in the Order Form.
- 9.2 The Supplier shall comply with the KPIs and establish processes to monitor its performance against them and the Supplier's achievement of KPIs shall be reviewed during Commercial Planning/Review Events.
- 9.3 The Buyer reserves the right to adjust, introduce new, or remove KPIs throughout the Call-Off Contract Period, however any significant changes to KPIs shall be agreed between the Buyer and the Supplier in accordance with the Variation Procedure.
- 9.4 The Buyer reserves the right to use and publish the performance of the Supplier against the KPIs without restriction.
- 9.5 In the event that the Buyer and the Supplier are unable to agree the performance score for any KPI during a Commercial Planning/Review Event, the disputed score shall be recorded and the matter shall be referred to the Buyer Authorised Representative and the Supplier Authorised Representative in order to determine the best course of action to resolve the matter (which may involve organising an ad-hoc meeting to discuss the performance issue specifically).



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- 9.6 In cases where the Buyer Authorised Representative and the Supplier Authorised Representative fail to reach a solution within a reasonable period of time, the matter shall be referred to the Dispute Resolution Procedure.
- 9.7 Failures to meet KPIs shall be addressed in accordance with the Call-Off Contract.

Attachment 6 Annex 1: SOW Management Related Information

Topic	Frequency or Details
Operational Planning Event Frequency	Fortnightly
Operational Review Event Frequency	Fortnightly

The following table provides a list of information required by the Buyer as part of the SOW Management process.

Notes:

1. There are some artifacts which held at Call-Off management level which could equally apply at this level. Please read that list too (Annex 2).
2. Supplier and Subcontractor related topics are covered under Buyer/Supplier Management
3. This list is non-exclusive, and the Buyer may elect to include other information.

Ref.	Type of Information	Required?	Refresh Frequency
A1.01	Backlog (Task level)	Yes	Operational Planning Event
A1.02	Forecast Resource Profile	Yes	Operational Planning Event
A1.03	Actual Resource Utilisation	Yes	Operational Review Event
A1.04	Task Completion Status	Yes	Operational Review Event
Typical Agile Artifacts (Statement of Work Information)			
A1.10	Sprint Burndown Report	Y	Supplied via Jira or alternative tool as agreed with Buyer
A1.11	Velocity Chart	Y	Supplied via Jira or alternative



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			tool as agreed with Buyer
A1.12	Epic and Release Burndown Chart	Y	Supplied via Jira or alternative tool as agreed with Buyer
A1.13	Agile Control Chart	N	N/A
A1.14	Cumulative Flow Diagram	Y	Supplied via Jira or alternative tool as agreed with Buyer
A1.15	Value Delivered Chart	N	N/A
A1.16	Work Item Age Chart	Y	Supplied via Jira or alternative tool as agreed with Buyer



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Attachment 6 Annex 2 : Call-Off Contract Management Information

Topic	Frequency or Details
Operational Planning Event Frequency	Fortnightly or as agreed between the Parties
Operational Review Event Frequency	Fortnightly or as agreed between the Parties

The following table provides a list of information required by the Buyer as part of the Call-Off Contract Management process (note that this is a logical model and the Buyer may elect to operate “events” under different labels).

Notes:

1. This list is non-exclusive, and the Buyer may elect to include other information.
2. This list is also illustrative and non-exhaustive. It is anticipated the Buyer will review and edit these tables as part of preparing a Call-Off Contract (and reserves the right to amend during the Contract Period).

Ref.	Type of Information	Required ?	Refresh Frequency
Contract Management Artifacts			
A2.01	Backlog (Deliverable Increment Level) (including agreements to Acceptance, Pricing, Status, etc – see Backlog for details)	Yes	Commercial Planning / Review Event
A2.02	List of Supplier Staff including: SOW, Unique ID, Name, Job Role, link to Call-Off Rate Card, rate, Start Date, End Date, Planned Days, Forecast Days, Actual Days, Security Level, Contractor Status, IR35 determination, etc as specified by the Buyer)	Yes	Commercial Planning / Review Event
A2.03	Cost/Spend Cash Flow Data including: SOW, Budget, Forecast, Actual, links to POs, Variations, etc as specified by the Buyer	Yes	Commercial Planning / Review Event
A2.04	Risks, Issues (and Opportunities) Log including impact assessment, mitigation details, etc.	Yes	Commercial Planning / Review Event
A2.05	Any remediation plans agreed, and any progress against an agreed remediation plan.	Yes	Commercial Planning / Review Event
A2.06	Statement of any commercial issues by the Supplier during that period (late payment). Report of resolution of any previously noted items.	Yes	Commercial Planning / Review Event
A2.07	Copies of notices received and/or issues by the Buyer, and referrals to any Dispute Resolution Procedure	Yes	On demand by the Buyer
A2.08	Variations detailing material changes to scope, cost, major milestones and/or overall timescales	Yes	On demand by the Buyer
A2.09	Stakeholder Map	Y	On demand by the Buyer
A2.10	Communications Plan	N	On demand by the Buyer



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Ref.	Type of Information	Required ?	Refresh Frequency
A2.11	Copies of all Contract related documents including referenced documents, relevant Sub-Contracts and any ancillary documents (including amendments)	Yes	On demand by the Buyer
A2.12	Current contact and address for notices under the Call-Off Contract.	Yes	Immediate and updates following any changes

Ref.	Type of Information	Required ?	Refresh Frequency
Typical [REDACTED] Products (ref: Agile Project Management Handbook by the [REDACTED] Consortium): https://www.agilebusiness.org/page/ProjectFramework_08_Product			
A2.20	Terms of Reference	Y	On demand by the Buyer
A2.21	Business Case	N	N/A
A2.22	Solution Architecture Definition	N	N/A
A2.23	Development Approach Definition	N	N/A
A2.24	Delivery Plan (also under Implementation Plans)	N	N/A
A2.25	Timebox Plans (also under Implementation Plans)	N	N/A
A2.26	Timebox Review Records	N	N/A
A2.27	Management Approach Definition	N	N/A
A2.28	Feasibility Assessment	N	N/A
A2.29	Foundations Summary	N	N/A
A2.30	Project Review Report	N	N/A
Other Agile Products (courtesy Blended Agile Delivery www.thebadtoolkit.com)			
A2.40	V MOST Mission Boards	Y	On demand by the Buyer
A2.41	ROI Projections	N	N/A
A2.42	EPIC Board (also under Implementation Plans)	N	N/A
A2.43	User Stories	N	N/A
A2.44	Release Propositions	N	N/A
A2.45	Proof of Concepts (POCs) / Spikes	N	N/A
A2.46	Designs / UX (User Functionality)	N	N/A
A2.47	Business Architecture Changes	N	N/A
A2.48	Data Changes	N	N/A
A2.49	Candidate Architectures	N	N/A
A2.50	PTEST Requirements	N	N/A
A2.51	Elaboration Boards (also under Implementation Plans)	N	N/A
A2.52	Spring Boards (also under Implementation Plans)	N	N/A
A2.53	Delivery Metrics	N	N/A
A2.54	Health Checks	N	N/A

Ref.	Type of Information	Required ?	Refresh Frequency
Contributions to Other Programme / Project Management Artifacts (not listed above)			
A2.60	Technical Requirements (Functional / Non-Functional)	N	N/A



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Ref.	Type of Information	Required ?	Refresh Frequency
A2.61	Technical Constraints (e.g. compatibility with existing systems)	N	N/A
A2.62	Pre-procurement support activities	N	N/A
A2.63	Make or Buy Analysis	N	N/A
A2.64	Technical Stack Specification	N	N/A
A2.65	Technical Road Map	N	N/A
A2.66	Target Operating Model	N	N/A
A2.67	Skills Requirements Profile	N	N/A

Ref.	Type of Information	Required ?	Refresh Frequency
Security and Personal Data Reporting Information			
A2.70	DSP Toolkit Submissions	Yes	Annually in arrears
A2.71	Copies of required security clearance certificates for all staff (where staff process Patient Identifiable Data or are on Buyer Premises or access Buyer Systems)	Yes	On demand by the Buyer In advance of commencement of activity
A2.72	Unique individual identifier number and full name of staff handling Patient Identifiable Data (where staff process Patient Identifiable Data or are on Buyer Premises or access Buyer Systems)	Yes	On demand by the Buyer [In advance of commencement of activity]
A2.73	Updated DPIA	Y	On demand by the Buyer
A2.74	Completed Information Security Management (ISM) Document Set	N	N/A
A2.75	Evidence of data destruction certification	Yes	On demand by the Buyer
A2.76	Notices of any breach of data provision or security provisions	Yes	On occurrence

Ref.	Type of Information	Required ?	Refresh Frequency
Handover / Exit Related Information			
A2.80	Records required by Law as they relate to the provision of the services (including in relation to health and safety matters and health and safety files), such records to be prepared in accordance with any applicable laws or regulations.	Yes	On demand by the Buyer
A2.81	All training, implementation, operation and maintenance manuals related to the provision of the Deliverables.	N	N/A
A2.82	All certificates, licences, registrations or warranties related to the provision of Deliverables	Y	On demand by the Buyer
A2.83	Exit Plan (and any requested updates)	Y	See Order Form Attachment 5: Implementation and Exit Plan.



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Ref.	Type of Information	Required ?	Refresh Frequency
TUPE Information			
A2.90	Details of service functions that have provided services to the Buyer, and the denoting characteristics that delineate the functions (including but not limited to function code references and names used on the Supplier's finance system, and period of time for which such code has existed).	N	N/A
A2.91	Details of the number of customers supported by the Supplier's named service functions.	N	N/A
A2.92	The Staffing Information (as defined in Call-Off Schedule 2 (Staff Transfer) Buyer in relation to an anticipated potential Service transfer or as required to be provided under the Schedule	N	N/A

Attachment 6 Annex 3 : Buyer/Supplier Management Information

Topic	Frequency or Details
Buyer SM Event Frequency	Quarterly or as agreed between the Parties

The following table provides a list of information required by the Buyer as part of the Buyer/Supplier Management process (note that this is a logical model and the Buyer may elect to operate "events" under different labels).

Notes:

1. This list is non-exclusive, and the Buyer may elect to include other information.
2. This list is also illustrative and non-exhaustive. It is anticipated the Buyer will review and edit these tables as part of preparing a Call-Off Contract (and reserves the right to amend during the Call-Off Contract Period).
3. Information which could be seen to be advantageous to all Suppliers or which would be of benefit to all parties are dealt with under Buyer Specific Framework Management.

Ref.	Type of Information	Required ?	Refresh Frequency
Supplier and Sub-Contract Related Information			
A3.01	Report from the Supplier of any change to its financial standing / any change to its group structure.	Yes	On demand by the Buyer



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Ref.	Type of Information	Required ?	Refresh Frequency
A3.02	Request for use of any additional Subcontractors not forming part of the original Framework either: <ul style="list-style-type: none"> As part of a proposed response to a new Further Competition Procedure; or During execution of an existing Call-Off Contract	Yes	Prior to competition. Prior to mobilisation (as appropriate)
A3.03	Written confirmation by the Supplier, confirmed in writing by the Subcontractor(s), that they have in place a contract which mirrors the provisions of the Call-Off Contract with the Supplier	Yes	On demand by the Buyer
A3.04	Written assurance by any Subcontractor that the provisions under A3.03 are also cascaded down their supply chain	Yes	On demand by the Buyer
A3.05	Copies of published financial accounts	Yes	On demand by the Buyer
A3.06	In the event of the Buyer becoming aware of any financial difficulties being faced by the Supplier (as reasonably judged by the Buyer), copies of current accounts (whether published or not)	Yes	On demand by the Buyer

Ref.	Type of Information	Required ?	Refresh Frequency
Aggregated Views			
A3.10	Summary of all Call-Off Contracts, Variations and SOWs from a performance perspective (possibly in the form of a traffic light report). All as required by the Buyer	Yes	Buyer SM Event
A3.11	Summary of cash flow (budget, forecast, actual) for all Call-Off Contracts and SOWs	Yes	Buyer SM Event
A3.12	Summary of resources deployed and any people issues requiring resolution	Yes	Buyer SM Event
A3.13	Summary of escalated risks, issues and other escalation topics (e.g. around obligations)	Yes	Buyer SM Event
A3.14	Quality Review Heat Map (or equivalent) capturing an assessment of quality against things like User needs, roadmaps, technology, delivery, transparency, decision making, go-live readiness, etc as defined by the Buyer	Yes	Buyer SM Event
Supplier (and Buyer) Performance and Continuous Improvement			
A3.20	Overall "Temperature Checks" or "Office Vibe" status or equivalent – providing 360° feedback on things like relationships, recognition, growth and development, wellness, happiness, etc (May also be at individual Call-Off Contract level)	Y	Buyer SM Event
A3.21	Balanced Scorecard (as defined in detail in paragraph 4.3)	Y	Buyer SM Event
A3.22	Mutual personnel development opportunities	Y	As mutually agreed
A3.23	Continuous improvement / opportunities	Y	As mutually agreed



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Ref.	Type of Information	Required ?	Refresh Frequency
Overall Supplier Governance			
A3.30	Summary of agreed remediation actions and their status	Yes	Buyer SM Event
A3.31	Mutual Review and endorsement of Call-Off Contract Variations	Yes	On demand by the Buyer
A3.32	Recommendations to be taken to framework level (under the management of the Authority)	Yes	As mutually agreed



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Annex 4: Product Backlog/Prioritised Requirements List

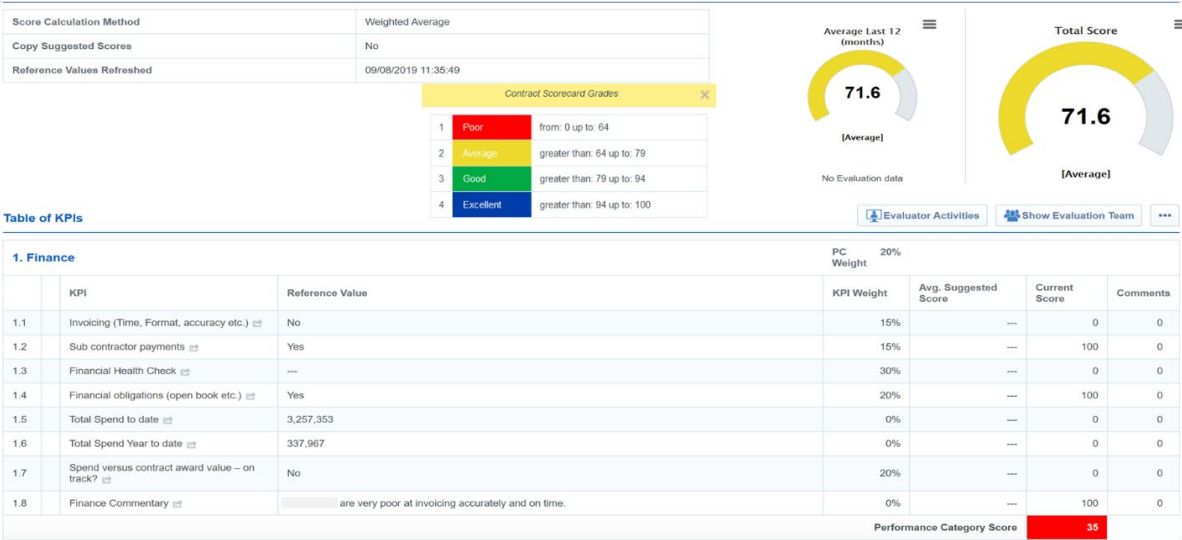
Not Applicable

Annex 5: Balanced Scorecard (Example)

1. In addition to the Supplier’s performance management obligations set out in the Framework Contract, the Buyer and the Supplier may agree to the following Balanced Scorecard & KPIs for this Call-Off Contract (see Balanced Scorecard examples below). However, the Balanced Scorecards may change and be amended over the life of the Contract.

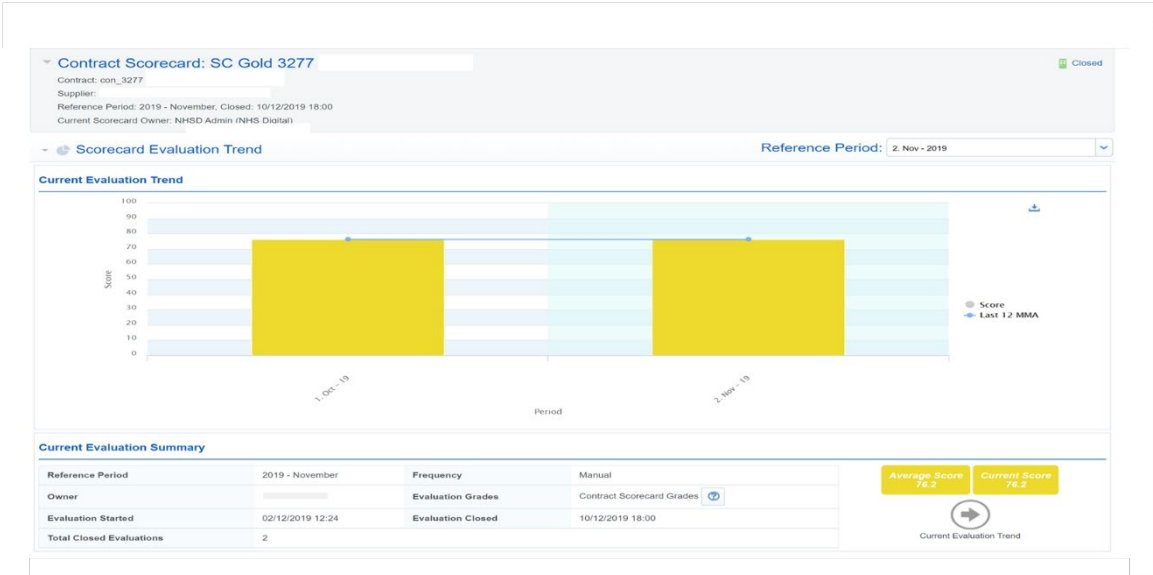
Example 1

Example Contract Scorecard



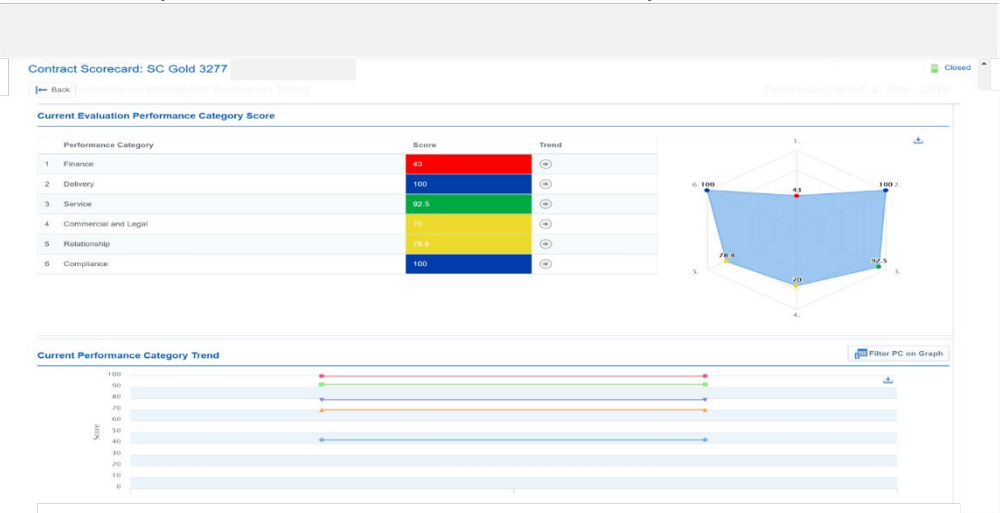
Example 2

Example Contract Trend Report



Example 3

Example Contract Trend Report



Example 4

Example Contract Scorecard - Contract Comparison



2. The purpose of the Balanced Scorecard is to promote contract management activity, through measurement of a Supplier’s performance against key performance indicators, which the Buyer and Supplier should agree at the beginning of a Call-Off Contract. The targets and measures listed in the example scorecard (above) are for guidance and should be changed to meet the agreed needs of the Buyer and Supplier.
3. The recommended process for using the Balanced Scorecard is as follows:
- The Buyer and Supplier agree a templated Balanced Scorecard together with a performance management plan, which clearly outlines the responsibilities and actions that will be taken if agreed performance levels are not achieved.
 - On a pre-agreed schedule (e.g. monthly), both the Buyer and the Supplier provide a rating on the Supplier’s performance
 - Following the initial rating, both Parties meet to review the scores and agree an overall final score for each key performance indicator
 - Following agreement of final scores, the process is repeated as per the contract.



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Annex 6: Contract Boards

Not Required



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Attachment 7 – Charges

This Attachment 7 is formed of 3 Parts:

Part A – Pricing Mechanism

Part B – Charging Mechanism and Adjustments

1. Supplier's Further Pricing Information
2. Adjustments to Call Off Contract Rates
3. Overtime, Unsocial Hours and On-Call
4. Buyer's Expenses Policy
5. Part B Annex 1 (Expenses Policy)

Part C – Attachment 7 Definitions



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Attachment 7 Part A – Pricing Mechanism

1. Part A (Pricing)

1.1. Applicable Pricing Mechanism

The Parties acknowledge and agree that for the purposes of this Order Form:

- 1.1.1. payment for Services under this Order Form can take the form of milestone payments;
- 1.1.2. the pricing mechanism for a Statement of Work shall be as set out in that SOW and shall be limited to either Capped Time and Materials or Fixed Price.
- 1.1.3. request and payment for Services under this Order Form can take the form of milestone Payments;
- 1.1.4. table 1 of Annex 1 and Annex 2 of this Attachment 7 Part A together set out the pricing mechanism to be used for both Capped Time and Materials and Fixed Price SOW Requirements, and.
- 1.1.5. where a day rate has a discount based on deployment duration (i.e. Single Working Days, 90 - 180 Working Days, >= 180 Working Days) and a SOW is agreed on one discount rate and through extension of the SOW moves to another discount rate due to the extended duration, the discount rate applicable to the extended duration will apply for the extension period based on the discount rate applicable.

1.2. Time and Materials Milestone Payments

For the purposes of this attachment, references to relevant Charges and any caps on Charges shall be to relevant Charges for a Statement of Work and any caps specified within a Statement of Work.

1.3. Fixed Price Milestone Payments or Service Charges

For the purposes of this attachment, any relevant Charge for milestone payments shall be set out in the relevant SOW and not in any tables of this Attachment 7 (Charges).

1.4. Reimbursable Expenses

- 1.4.1. the Buyer's expenses policy set out at Part B Annex 1 (Expenses Policy) of this Attachment 7 shall apply.

1.5. The Buyer's requirements for Supplier Invoices are set out in Attachment 6 (Contract Management) of this Order Form.

Part A - Pricing Mechanism Tables

TABLE 1: SUPPLIER PERSONNEL RATE CARD FOR CALCULATION OF TIME AND MATERIALS CHARGES

Please refer to the separate Annex 1 and Annex 2 of this Part A – Pricing Mechanism, included as a separate document, for Call-Off Contract Prices.

Annex 1 to Part A of Attachment 7 – Pricing Schedule

See attached as external document

Annex 2 to Part A of Attachment 7

Overtime, Unsocial Hours and On-Call Pricing

The following formulae shall apply to the following Deliverables:

[REDACTED]

Topic	Supplier Charge Where Utilising Existing Team Staff	Supplier Charge Where Additional Staff Retained
On-Call uplift	[REDACTED]	[REDACTED]
Weekday/Saturday unsocial premium call out fee	[REDACTED]	[REDACTED]
Sunday/Public Holiday unsocial premium call out fee	[REDACTED]	[REDACTED]



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Attachment 7 Part B – Charging Mechanism and Adjustments

1. Supplier's Further Pricing Information

1.1. The prices set out in this Attachment 7:

- 1.1.1. are those set out at Part A – Pricing Mechanism Annex 1 to this Attachment;
- 1.1.2. are maximum rates that the Supplier may charge under this Call-Off Contract;
- 1.1.3. are all inclusive (save for expenses reasonably incurred in accordance with Paragraph 4); and
- 1.1.4. cannot be increased except as agreed in writing in accordance with this Attachment.

1.2. Applicable Pricing Mechanism

- 1.2.1. Under this Call-Off Contract, the SOW Charges shall be provided in the form of a Capped Time and Materials price underpinned by the Call-Off Contract specific rate prices included within Part A – Pricing Mechanism Annex 1 (Pricing Schedule) of this Attachment.
- 1.2.2. The pricing mechanisms to be used under this Call-Off Contract shall be confirmed in each Statement of Work and Charges shall be calculated on the basis of the rates and prices specified in Part A – Pricing Mechanism Annex 1 (Pricing Schedule) which must be no greater than those set out at Framework competition.
- 1.2.3. The pricing mechanism (Capped Time and Materials or Fixed Price applicable for specific Deliverables shall be as stated in the relevant Statement of Work. Such pricing methodology shall be calculated by reference to the rates and prices in Part A – Pricing Mechanism Annex 1. The Supplier shall provide pricing using the pricing mechanism(s) required by the Buyer in the relevant Statement of Work(s) but may also propose alternative pricing mechanisms.
- 1.2.4. Where the Buyer requests a Capped Time and Materials mechanism for a Statement of Work, the Supplier shall separately identify:
 - 1.2.4.1. the Time and Materials profile for the Statement of Work, as per the rate table in Part A – Pricing Mechanism Annex 1; and
 - 1.2.4.2. the amount of the cap, alongside clearly identified assumptions, risks, provisions or other breakdowns pertinent to the cap. The Supplier shall provide an estimate linked to these breakdowns, where requested by the Buyer.
- 1.2.5. Where the Buyer requests a Fixed Price pricing mechanism for a Statement of Work, the Supplier shall, at the Buyer's request separately identify:



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- 1.2.5.1. prices against individually requested milestones and key milestones, and
- 1.2.5.2. the underlying Time and Materials estimate used to calculate the Fixed Price.
- 1.2.6. The Buyer accepts that, having agreed a Fixed Price, once an agreed key milestone is successfully achieved it shall be charged at the Fixed Price, regardless of the actual cost.
- 1.2.7. The Supplier accepts that, having agreed to a Fixed Price, it is responsible for delivery of each milestone in terms of the scope of the component Deliverables, meeting the Buyer's acceptance criteria and timescales related to any milestone (if any). The Supplier accepts that this shall be at the agreed price, regardless of the actual cost to the Supplier.
- 1.2.8. The Supplier shall maintain time recording records where providing services on a Fixed Price basis. In relation to any Fixed Price, the Buyer is entitled to request the actual time and material costs utilised. This is to facilitate improving the quality of future estimates and future Fixed Price agreements.

2. Adjustments to Call Off Contract Rates

- 2.1. Rates submitted by the Supplier shall remain fixed for the first year of any Call-Off Contract or as long as maximum rates at Framework Contract level remain unchanged (whichever is the later date).
- 2.2. Thereafter, on an annual basis, provided it has been demonstrated via the Framework Contract pricing adjustment mechanism set out in Framework Schedule 3 that rates need to change to reflect market conditions, then the Supplier shall be entitled to request a corresponding percentage change at Call-Off Contract level. The Buyer shall take into account continuous improvement during the course of the Call-Off Contract but shall not otherwise unreasonably withhold agreement to such a request.
- 2.3. Any such agreed changes to Call-Off Contract rates shall take effect on the anniversary of the Call-Off Contract Commencement Date.
- 2.4. The Buyer may request additional roles to those listed in Part A – Pricing Mechanism Annex 1 as part of a Call-Off Contract, in which case, the Supplier shall provide competitive rates for the role.

3. Overtime, Unsocial Hours and On-Call

- 3.1. Save as set out below the Supplier shall charge per Workday.
- 3.2. Supplier Personnel shall work a minimum of 7.5 Work Hours per Workday.
- 3.3. Subject to any written agreement to the contrary in accordance with Paragraph 3.6, whilst the standard Work Day is 7.5 Work Hours per day, it is anticipated that Supplier Personnel may on occasion be required by the Supplier to work additional hours to perform their work. Such overtime shall not be chargeable to the Buyer.

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3.4. Where a member of Supplier Personnel is specifically requested by the Buyer to work more than an additional 2 Work Hours per day on a regular basis (3 or more times over a given week), the Supplier may request overtime payments. If agreed, such overtime payments shall be based on hourly increments (assuming an 8 Work Hour day for the purposes of this calculation).

3.5. The Supplier shall only be entitled to charge overtime where the Buyer has approved the overtime request in advance in writing in a Statement of Work.

Unsocial Hours

3.6. The Buyer may request that the Supplier provides Deliverables at unsocial times. Any such request must be agreed by the Supplier in writing in a Statement of Work.

3.7. Unsocial times means:

3.7.1. all time on Saturday (midnight to midnight) and any Working Day after 8pm and before 6am; and

3.7.2. all time on Sundays and Public Holidays (midnight to midnight).

3.8. The Supplier shall not be entitled to charge for unsocial working hours unless it is approved in writing in advance by the Buyer:

On-Call Support

3.9. On-call support means where Supplier Personnel are required to be available to work and may be called upon to work either on-Site or remotely during pre-agreed periods of time. The Buyer may request that the Supplier provides on-call support. Any such request must be agreed by the Supplier in writing in a Statement of Work.

3.10. The Supplier may request a premium for Supplier Personnel to be on-call (see table in Annex 2 above). For the purposes of this Call-Off Contract it will be based on a single percentage of [REDACTED], regardless of frequency.

3.11. The Supplier may also charge for individual callouts on the following basis, as set out in Part A – Pricing Mechanism Annex 2:

3.11.1. for callouts during normal working hours (for this purpose deemed to be between 8am and 6pm during a Working Day);

3.11.2. for callouts between 6am and 8am and 6pm and 8pm on a Working Day (social hours) charges shall be based on the basis of a minimum assumed single call-out duration of 30 minutes rounded up to the nearest 30 minutes thereafter (depending on duration of call-out);

3.11.3. for callouts within unsocial hours, the basis of calculating hours shall be as Annex 2 above, but appropriate unsocial hours premiums shall apply;

3.11.4. in the event that a call-out spans into, or out of, social or unsocial hours, provided that the overlap is no more than one hour into the different charging regime, the charging regime applicable to when the call-out started shall apply; and



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3.11.5. where the span of overlap between social and unsocial hours for an individual call-out is more than one-hour, separate charges shall apply to each period (but following the principles documented above).

3.12. For on-call or call-out charges to be applicable, the individual to whom those Charges relate must be on an agreed on-call rota as approved by the Buyer in advance.

Overtime, Unsocial Hours and On-Call Pricing

3.13. The additional Charges applicable for agreed overtime, unsocial hours working and on call pricing are set out in Part A – Pricing Mechanism Annex 2.

4. Buyer's Expenses Policy

4.1. The Supplier shall not be entitled to charge any expenses where the pricing mechanism used under a Statement of Work is Fixed Price. The Supplier shall not be entitled to charge expenses, save where these are explicitly agreed to be chargeable in a SOW, where these are reasonably incurred and in accordance with the Buyer's Expenses Policy attached at Part B - Charging Mechanism and Adjustments Annex 1, and only up to the capped amount as set out in the SOW.

4.2. For the avoidance of doubt, expenses shall not be deemed reasonable where they would not constitute legitimate expenses in accordance with HMRC rules and guidance.



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Attachment 7 Part B - Charging Mechanism and Adjustments - Annex 1 (Expenses Policy)

FOR OUTCOME BASED SUPPLY CONTRACTS

1. The Supplier must adhere to the **overarching principles**, as set out below.
 - **Travel should be for essential business reasons only.** Suppliers shall work to minimise the costs of travel.
 - **Travel should consider environmental impact.** The Buyer has a responsibility to meet obligations to reduce carbon emissions and business travel itself and in its supply chain under the Greening Government Commitment Policy, and therefore does not encourage unnecessary travel. In order to reduce the environmental impact of travel, every attempt should be made to identify options to eliminate the need to travel, for example using new technologies to communicate. Regular travel should always be challenged as part of good practice;
 - The **lowest cost option** for travelling should be the default. Suppliers are encouraged to use public transport wherever possible. Suppliers are also expected to use the most economical means of public transport on every occasion, including travelling outside of peak times where practical. The purchase of advance tickets is expected in all but exceptional cases;
 - **First class** travel is **not permitted and will not be reimbursed**, regardless as to whether the cost of such is lower than alternative options, except when an individual has a disability as set out in the Business Travel and Expenses Procedure;
 - All travel bookings and expense claims for reimbursement must have **clear business justification**.
 - Suppliers shall claim compensation (for late or delayed travel for example), on behalf of the Buyer.
 - The Buyer will only reimburse expenses which are **in excess of the normal commuting and day to day costs** of the individual. Whilst journeys may begin from home, Suppliers will be required to take account of the above when making claims.
2. Reporting and Audit Suppliers are required to maintain a full itemised index of expenses, and detail the named personnel, reference, and work to which is relates, and sufficient evidence to show the principles have been considered and are met in each case and provide copies on request at any time by the Buyer. Failure to provide the same will mean the expenses may not be recoverable. Suppliers shall maintain such records for review by the Buyer (and its auditors, HMRC, DHSC and any other central government entity) for the duration of the Call-Off Contract and for a period of 6 years from expiry or termination of the same.
3. Limitations and Exclusions Any reimbursement of expenses is subject to the following exclusions and limits:
 - 3.1. No expenses shall be chargeable for any Deliverables provided on a Fixed Price basis.



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- 3.2. Expenses shall only be chargeable for Deliverables charged on a Capped Time and Materials basis where the Call-Off Contract explicitly specifies both:
 - 3.2.1. that expenses are chargeable; and
 - 3.2.2. the total maximum capped amount for the expenses under the Call Off-Contract.
- 3.3. If expenses are chargeable, they will only be chargeable up to the stated capped amount. If no capped amount is stated in the Call-Off Contract, then the capped amount shall be interpreted as zero and no expenses shall apply.
- 3.4. Any claim for reimbursement of expenses must be submitted no later than monthly in arrears.
- 3.5. No expenses shall be reimbursed for Suppliers working from their normal place of business (in any location) or their home.
- 3.6. Suppliers shall be required to provide evidence of all expenses incurred on the submission of any invoice for the same. Any claims for expenses must be submitted with evidence (copies of VAT receipts).
4. Unless otherwise explicitly agreed under such Call-Off Contract as a variation of the application of this policy, there is no reimbursement of expenses for travel to any of the Buyer's main offices.
5. Subject to the above, only the following categories of expenses would be reimbursable. Where expenses are chargeable, such expense claims must also meet the following criteria:

Expenditure Type	Key Points
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]

Expenditure Type	Key Points
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]



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[illegible]



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Expenditure Type	Key Points
<div data-bbox="154 421 505 470">[REDACTED]</div> <div data-bbox="154 470 505 519">[REDACTED]</div> <div data-bbox="154 519 505 568">[REDACTED]</div> <div data-bbox="154 568 505 618">[REDACTED]</div> <div data-bbox="154 618 505 667">[REDACTED]</div> <div data-bbox="154 667 505 696">[REDACTED]</div>	<div data-bbox="505 421 1453 470">[REDACTED]</div> <div data-bbox="505 470 1453 519">[REDACTED]</div> <div data-bbox="505 519 1453 568">[REDACTED]</div> <div data-bbox="505 568 1453 618">[REDACTED]</div> <div data-bbox="505 618 1453 667">[REDACTED]</div> <div data-bbox="505 667 1453 696">[REDACTED]</div>
<div data-bbox="154 696 505 745">[REDACTED]</div> <div data-bbox="154 745 505 795">[REDACTED]</div> <div data-bbox="154 795 505 844">[REDACTED]</div> <div data-bbox="154 844 505 893">[REDACTED]</div> <div data-bbox="154 893 505 927">[REDACTED]</div>	<div data-bbox="505 696 1453 745">[REDACTED]</div> <div data-bbox="505 745 1453 795">[REDACTED]</div> <div data-bbox="505 795 1453 844">[REDACTED]</div> <div data-bbox="505 844 1453 893">[REDACTED]</div> <div data-bbox="505 893 1453 927">[REDACTED]</div>



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Attachment 7 Part C – Definitions

The following definitions shall apply to this Attachment 7:

“Fixed Price”	1 the pricing mechanism whereby the Buyer agrees to pay the Supplier based on a capped price which shall cover all work performed and Deliverables required to be provided by the Supplier Personnel and all materials used in the project, no matter how much work is required to complete each identified Deliverable within the agreed scope;
“Time and Materials” and “Capped Time and Materials”	<p>2 a pricing mechanism whereby the Buyer agrees to pay the Supplier for the work performed by the Supplier Personnel and for the materials used in the project based on pre-agreed rate cards and material disclosures and subject to time approval;</p> <p>3 a capped time and materials will include an agreed maximum/cap to the above.</p>



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Attachment 8 – Ethical Walls Agreement

OBLIGATION TO ENTER INTO AN ETHICAL WALL AGREEMENT ON RE-TENDERING OF SERVICES

The Buyer may require the Supplier to enter into an “Ethical Wall Contract” at any point during a re-tendering or contemplated re-tendering of the Services or any part of the Services.

If required to enter into the Ethical Wall Contract, the Supplier will return a signed copy of the Ethical Wall Contract within 10 Working Days of receipt. The Supplier’s costs of entering into the Ethical Wall Contract will be borne solely by the Supplier.



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Attachment 9 – Change Control Procedure

CHANGE CONTROL PROCEDURE

1. CHANGE CONTROL PROCEDURE

- 1.1 Subject to the provisions of Clause 32, either Party may request a change to this Contract provided that such variation does not amount to a material change of this Contract within the meaning of the Regulations and the Law. Such a change once implemented is hereinafter called a "Change".
- 1.2 A Party may request a Change by completing and sending the Change Form set out in Annex 1 of this (Change Control Procedure) of Attachment 9 (Change Control Procedure) to the other Party giving sufficient information for the receiving Party to assess the extent of the proposed Change and any additional cost that may be incurred.
- 1.3 The Buyer may require the Supplier to carry out an impact assessment of the Change on the Services (the "**Impact Assessment**"). The Impact Assessment shall be completed in good faith and shall include:
 - 1.3.1 details of the impact of the proposed Change on the Services and the Supplier's ability to meet its other obligations under this Contract;
 - 1.3.2 details of the cost of implementing the proposed Change;
 - 1.3.3 details of the ongoing costs required by the proposed Change when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
 - 1.3.4 a timetable for the implementation, together with any proposals for the testing of the Change; and
 - 1.3.5 such other information as the Buyer may reasonably request in (or in response to) the Change request.
- 1.4 The Parties may agree to adjust the time limits specified in the Change request to allow for the preparation of the Impact Assessment.
- 1.5 Subject to paragraph 1.4 above, the receiving Party shall respond to the request within the time limits specified in the Change Form. Such time limits shall be reasonable and ultimately at the discretion of the Buyer having regard to the nature of the Services and the proposed Change.
- 1.6 In the event that the Supplier is unable to agree to or provide the Change and/or the Parties are unable to agree a change to the Charges that may be included in a request of a Change or response to it as a consequence thereof, the Buyer may:
 - 1.6.1 agree to continue to perform its obligations under this Contract without the Change; or



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- 1.6.2 terminate this Contract with immediate effect, except where the Supplier has already fulfilled part or all of the Services in accordance with this Contract or where the Supplier can show evidence of substantial work being carried out to provide the Services under this Contract, and in such a case, the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure.
- 1.7 If the Parties agree the Change, the Supplier shall implement such Change and be bound by the same provisions so far as is applicable, as though such Change was stated in this Contract.



No of Order Form being varied:

.....

SOW No:

Cost Centre Ref No:

[insert name of Buyer] ("the Buyer") and

[insert name of Supplier] ("the Supplier")

1. This Contract is varied as follows and shall take effect on the date signed by both Parties:

2. Words and expressions in this Change shall have the meanings given to them in this Contract.

3. This Contract, including any previous Changes, shall remain effective and unaltered except as amended by this Change.

Signed by an authorised signatory for and on behalf of the Buyer

Signature _____

Date _____

Name (in Capitals) _____



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Address -----

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

Signature -----

Date -----

Name (in Capitals) -----

Address -----



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Annex 1 – Additional Schedules

ADDITIONAL SCHEDULES

	Business Continuity and Disaster
S1	Recovery
S2	Continuous Improvement
S3	Supply Chain Visibility
S4	NHS England Provisions

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

The Services provided under this Order Form require an agile response and as such amendments have been made to the Call Off Contract to reflect the fact that provision of the Services and payment for the Services to be delivered through a series of Statements of Work. The amendments and alternative provisions (including definitions, clauses and schedules) applicable to this Order Form are set out in Additional Schedule S4 (NHS England Provisions).



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ADDITIONAL SCHEDULES

S1 BUSINESS CONTINUITY AND DISASTER RECOVERY

1. Definitions

1.1 In this Schedule, the following definitions shall apply:

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

2. BCDR Plan

2.1 Within ninety (90) Working Days of the Commencement Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a **"BCDR Plan"**), which shall detail the processes and arrangements that the Supplier shall follow to:

2.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services; and

2.1.2 the recovery of the Services in the event of a Disaster

2.2 The BCDR Plan shall be divided into three sections:

2.2.1 Section 1 which shall set out general principles applicable to the BCDR Plan;

2.2.2 Section 2 which shall relate to business continuity (the **"Business Continuity Plan"**); and

2.2.3 Section 3 which shall relate to disaster recovery (the **"Disaster Recovery Plan"**).

2.3 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.



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3. General Principles of the BCDR Plan (Section 1)

3.1 Section 1 of the BCDR Plan shall:

- 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Services and any goods and/or services provided to the Buyer by a Related Supplier;
- 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
- 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
- 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
- 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of the Services and processes for managing those risks;
 - (c) identification of risks arising from the interaction of the provision of the Services with the goods and/or services provided by a Related Supplier; and
 - (d) a business impact analysis of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details for the Supplier (and any Sub-Contractors) and for the Buyer;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.



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- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Services are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Services and the business operations supported by the provision of Services.
- 3.4 The Supplier shall not be entitled to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

4. Business Continuity (Section 2)

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Services remain supported and to ensure continuity of the business operations supported by the Services including:
 - 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of the Services; and
 - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of the Services in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
 - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Services;
 - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Services; and
 - 4.2.3 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 5.2.1 loss of access to the Buyer Premises;
 - 5.2.2 loss of utilities to the Buyer Premises;
 - 5.2.3 loss of the Supplier's helpdesk or CAFM system;



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- 5.2.4 loss of a Sub-Contractor;
- 5.2.5 emergency notification and escalation process;
- 5.2.6 contact lists;
- 5.2.7 staff training and awareness;
- 5.2.8 BCDR Plan testing;
- 5.2.9 post implementation review process;
- 5.2.10 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 5.2.11 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- 5.2.12 testing and management arrangements.

6. Review and changing the BCDR Plan

- 6.1 The Supplier shall review the BCDR Plan:
 - 6.1.1 on a regular basis and as a minimum once every six (6) months;
 - 6.1.2 within three (3) calendar months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 8; and
 - 6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 and of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.
- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20)



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Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Services.

7. Testing the BCDR Plan

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

8. Invoking the BCDR Plan

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



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9. Circumstances beyond your control

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



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S2 CONTINUOUS IMPROVEMENT

1. Supplier's Obligations

- 1.1 In addition to the Supplier's general obligations as to continuous improvement in relation to the Services under Clauses 5.11 and 5.12 of this Contract, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Services and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 1.1.1 identifying the emergence of relevant new and evolving technologies;
 - 1.1.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 1.1.3 new or potential improvements to the provision of the Services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Services; and
 - 1.1.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Services, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 1.2 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for approval within six (6) Months following the Commencement Date, whichever is earlier.
- 1.3 The Buyer shall notify the Supplier of its approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 1.4 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 1.5 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Change in accordance with the Change Control Procedure and the Supplier must implement such Change at no additional cost to the Buyer.
- 1.6 Once the first Continuous Improvement Plan has been approved in accordance with Paragraph 1.3:
 - 1.6.1 the Supplier shall use all reasonable endeavours to implement any agreed services in accordance with the Continuous Improvement Plan; and
 - 1.6.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.



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- 1.7 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 1.1.
- 1.8 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 1.9 Should the Supplier's costs in providing the Services to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Services.
- 1.10 At any time during the Contract Period of this Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.



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S3 SUPPLY CHAIN VISIBILITY

1. Definitions

1.1 In this Schedule, the following definitions shall apply:

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

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

2.1 The Supplier shall:

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



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- 2.2 Each advert referred to in Paragraph 2.1.1 of this Schedule shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
- 2.3 The obligation on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Commencement Date.
- 2.4 Notwithstanding Paragraph 2.1, the Buyer may by giving its prior approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

3. Visibility of Supply Chain Spend

- 3.1 In addition to any other management information requirements set out in this Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the "**SME Management Information Reports**") to the Buyer which incorporates the data described in the Supply Chain Information Report Template which is:
- 3.1.1 the total contract revenue received directly on this Contract;
 - 3.1.2 the total value of sub-contracted revenues under this Contract (including revenues for non-SMEs/non-VCSEs); and
 - 3.1.3 the total value of sub-contracted revenues to SMEs and VCSEs.
- 3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Buyer from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1.1 – 3.1.3 and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Buyer issuing a replacement version. The Buyer agrees to give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used.
- 3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior approval of the Buyer.



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Annex 1

Supply Chain Information Report Template

[Dept] SME Data Collection

v2.1

The UK government has made a commitment that 33% of central government procurement spend should go to Small and Medium-sized Enterprises (SMEs), either directly or via the supply chain, before the end of this parliament (2022). To support this key agenda item and to measure progress, the UK government is now requesting that from 1 April 2018 all new contracts valued over £5 million per annum provide data on supply chain spend.

Guidance about the data required is provided below.

PLEASE NOTE YOU WILL NEED TO COMPLETE A SEPARATE TEMPLATE FOR EACH CONTRACT.

1) When answering the survey please endeavour to answer every section in full to the best of your knowledge. 2) Please only report on the relevant contract - do not include spend you have with the departments on other contracts

Questions A1-A3: Please specify the numbers in full. All figures should be in GBP pounds sterling. Please see an example of how to complete the questions below.

A1. Total contract revenue (£) received directly from selected department including arms length bodies (ALBs)

Supplier X has received £1,200,000 revenue directly from the selected department within the requested financial reporting period. Enter **£1,200,000** for question A1.

£1,200,000 ✓
£1.2m ✗
1.2m ✗

A2. Total value of subcontracted revenues (£)

(Please note that this is the total value of all sub-contracted revenues for SMEs and non-SMEs.

Of the £1,200,000 Supplier X received directly from the selected department, £50,000 was subcontracted to SMEs and £140,000 was subcontracted to organisations not covered by the definition of an SME. Enter **£190,000** for question A2.

£190,000 ✓
£190k ✗
190k ✗

A3. Total value of subcontracted revenues to SMEs (£)

Of the £1,200,000 Supplier X received from the selected department, £50,000 was subcontracted to an SME. Enter **£50,000** for question A3.

£50,000 ✓
£0.05m ✗
0.05m ✗

Data provided by

In the event we need to contact you about your return, please provide your full contact details. Please provide details of the preferred contact for future reporting (if different).

Please also provide your DUNS Number. The Data Universal Numbering System (DUNS) is a system developed and regulated by Dun & Bradstreet which assigns a unique numeric identifier, referred to as a 'DUNS Number' to a single business entity.

Definitions and Interpretations:

In this document and all documentation from the Crown Commercial Service SME team:

1. Department(s) – means central government department that you have a contract with.
2. Supplier(s) – means a company or organisation that sells or supplies goods or services not limited to the UK.
3. SMEs – means Suppliers with less than 250 employees and whose annual turnover does not exceed €50m or annual balance sheet total does not exceed €43m. The organisation also has to be autonomous.
4. Autonomous – means that the SME does not have more than 25% of its capital or voting rights owned by an organisation or multiple organisations that themselves do not meet the
5. Contract Revenue – means the monetary value (Excl VAT) received through a contract between you and a Central Government Department or its ALBs.
6. Subcontracted Revenue – means the monetary value of the contract (Excl VAT) that has been passed to a supplier within the supply chain. It should not include the suppliers overhead expenditure e.g. cleaning services, that might be provided by an SME.
7. Supply Chain – means all suppliers that are involved in the production, handling, provision and /or distribution of any part of the contract.
8. Contract – means the commercial agreement between the department or its ALB and the supplier for the provision of goods or services.



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[Dept] SME Data Collection

v2.1

Please refer to the guidance tab. Please answer questions A1 to A6 (populating yellow cells only) as applicable and return to [DEPARTMENTAL CONTACT]		
INSERT YOUR ORGANISATION/COMPANY NAME	Full Year 2018/19 (Apr 2018- Mar 2019)	
SELECT DEPARTMENT	£	%
CONTRACT NAME		
A1. Total contract revenue (£) received directly from selected contract.	£0.00	
A2. Total value of subcontracted revenues (£)	£0.00	
A3. Total value of subcontracted revenues to SMEs (£)	£0.00	

Breakdown of Departmental Contract Revenue (100%= £0)

- Total Revenue retained (£)
- Total subcontracted revenues to non SME (£)
- Total subcontracted revenues to SMEs (£)

Data provided by:	
Name	
Organisation	INSERT YOUR ORGANISATION/COMPANY NAME
DUNS Number	
Email	
Phone	
Date	

Please provide details of the preferred contact for future reporting (if applicable):

Name	
Email	
Phone	



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S4 NHS ENGLAND PROVISIONS

1. Definitions

"Buyer Data"	<p>(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, and which are:</p> <ul style="list-style-type: none"> (i) supplied to the Supplier by or on behalf of the Buyer; and/or (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Contract; or <p>(b) any Personal Data for which the Buyer is the Data Controller;</p>
"Buyer Background IPRs"	<p>(a) IPRs owned by the Buyer before the Commencement Date, including IPRs contained in any of the Buyer's Know-How, documentation, processes and procedures;</p> <p>(b) IPRs created by the Buyer independently of this Contract; and/or</p> <p>(c) Crown Copyright which is not available to the Supplier otherwise than under this Contract;</p> <p>but excluding IPRs owned by the Buyer subsisting in the Buyer's software;</p>
"Contractor"	<p>means any individual delivering the Services (or any part of them);</p>
"Intermediary"	<p>means any "intermediary" (as defined in section 61M ITEPA) in respect of which any of Conditions A – C within section 61N ITEPA are met;</p>
"ITEPA"	<p>Income Tax (Earnings and Pensions) Act 2003;</p>
"Medical Device"	<p>means any Deliverable, software or Service that falls under the definition of a medical device in accordance with guidance published by the</p>



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Medicines and Healthcare Products Regulatory Agency;

"Off-Payroll Working Rules" means the provisions of Chapter 10 of Part 2 ITEPA relating to the engagement of workers through intermediaries and the provisions of Social Security Contributions (Intermediaries) Regulations 2000/727 (or, in each case, any other provisions under any law having like effect);

"Open Source" means computer software that is released on the internet for use by any person, such release usually being made under a recognised open source licence and stating that it is released as open source;

"Project Specific IPRs" (a) Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Contract and updates and amendments of these items including (but not limited to) database schema; and/or

(b) Intellectual Property Rights arising as a result of the performance of the Supplier's obligations under this Contract;

but shall not include the Supplier Background IPRs;

"Supplier Background IPRs" (a) Intellectual Property Rights owned by the Supplier before the Commencement Date, for example those subsisting in the Supplier's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier's Know-How or generic business methodologies; and/or

(b) Intellectual Property Rights created by the Supplier independently of this Contract,

which in each case is or will be used before or during the Term for designing, testing implementing or providing the Services but excluding Intellectual Property Rights owned by the Supplier subsisting in any Supplier software;



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"Tax"

means income tax, employee national insurance contributions and employer national insurance contributions (in each case whether or not required to be accounted for under the PAYE rules of the United Kingdom) and any equivalent tax, contribution or similar obligations elsewhere, together, in each case, with all related penalties and interest;

2. Intellectual Property Rights

- 2.1 In respect of all Buyer Data, the Buyer shall be the owner of all such Buyer Data and any Buyer Background IPRs and Project Specific IPRs in such Buyer Data and any modifications, updates and amendments in relation to the same. The Supplier may not assign, license or otherwise deal with any Buyer Data or IPRs in such Buyer Data without the Buyer's specific written consent.
- 2.2 All Project Specific IPRs shall vest in the Buyer absolutely, and the Supplier hereby assigns to the Buyer, absolutely with full title guarantee (and free from all third party rights), any and all of its right, title and interest in and to all the Project Specific IPRs and shall procure that any third party owner of the Project Specific IPRs assigns them to the Buyer on the same basis to the fullest extent permitted by law.
- 2.3 The assignment under paragraph 2.2 shall be a present assignment for future rights that will take effect immediately on the coming into existence of the relevant Project Specific IPRs as appropriate.
- 2.4 The Supplier shall waive or procure a waiver of any moral rights in any copyright works assigned to the Buyer under the Contract.
- 2.5 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free and global licence to use, sub-license and/or commercially exploit use any Supplier Background IPRs or IPRs owned by a third party used to provide the Services including those that are embedded within or which are an integral part of the Project Specific IPRs and to the extent required to enjoy the full benefit of ownership of the Project Specific IPRs. The Buyer shall have the right to grant to any person a sub-licence of any licence granted pursuant to this paragraph.
- 2.6 Unless the Supplier specifically identifies and discloses in writing the Supplier Background IPRs which shall be provided, used or incorporated by the Supplier in the provision of the Services, the default position shall be that all items and Deliverables shall be assigned to the Buyer as Project Specific IPR as if there is no Supplier Background IPRs.
- 2.7 Each Party undertakes that it shall without charge to the other Party promptly execute all documents, make all applications, give all assistance and do or procure the doing of all acts and things as may be necessary or desirable to give full effect to the assignment of the Project Specific IPRs described in paragraph 2.2 in, and to register ownership of the Project Specific IPRs in, the name of the Buyer (to the extent that registration of rights is available) and/or to give full effect to the licences granted under this paragraph 2 or clause 13 of the Call-Off



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Terms. The Supplier shall procure that any third-party owner of the Project Specific IPRs does so on the same basis.

2.8 The Buyer shall grant to the Supplier a transferable, perpetual, irrevocable, non-exclusive, royalty-free and global licence to use, sub-license and/or commercially exploit the Project Specific IPRs. The Supplier shall inform the Buyer of any such use, sub-license or exploitation prior to it occurring.

2.9 If the Supplier wishes to use Open Source software then the Supplier shall:

- 2.9.1 notify the Buyer in writing giving details of the licence terms and whether there are alternative software providers which the Supplier could seek to use;
- 2.9.2 identify all items of Open Source software used and proposed to be used in an up to date register of open source software; and
- 2.9.3 provide copies of the Open Source register and the licences upon request by the Buyer.

3. Medical Devices

If and to the extent any software, Deliverable or part of the Services constitutes a Medical Device, the Supplier warrants and represents that it has all consents, registrations, approvals, licences and permissions relating to Medical Devices as recommended or stipulated by any materials published by the Medicines and Healthcare Products Regulatory Agency.

4. IR35

- 4.1 The Buyer and the Supplier agree and acknowledge that this Contract represents a contract for a fully contracted out service and, as a result, the Off-Payroll Working Rules shall not apply to the Buyer in relation to the provision of the Services (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor.
- 4.2 Notwithstanding paragraph 4.1, the Supplier warrants and undertakes to the Buyer that, where any Contractor is or will be delivering their services through an Intermediary, prior to the commencement of the delivery of any services by that Contractor, the Supplier will give written notice to the Buyer, and shall procure that such Contractor shall not be involved in the delivery of the Services (or any part of them) by the Supplier without the prior written consent of the Buyer.
- 4.3 The Supplier warrants and undertakes to the Buyer that it shall manage the delivery of the Services (and any part of them) and shall do or not do (as the case may be) all such things as are necessary, in each case, to ensure that the Off-Payroll Working Rules shall not apply to the Buyer in relation to the provision of the Services (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor.
- 4.4 The Supplier shall immediately inform the Buyer if, at any time, it becomes aware of any new or additional fact, matter or circumstance, or any change in any fact, matter or circumstance, in each case, from which it appears that the Off-Payroll Working Rules could apply to the



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Buyer in relation to the provision of the Services (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor.

4.5 Promptly upon request from the Buyer, the Supplier shall provide (or procure provision) to the Buyer of all such evidence, information and assistance as the Buyer reasonably requires:

4.5.1 in order to confirm that the warranties and undertakings given by the Supplier in paragraphs 4.2 and 4.3 are, and remain, true, accurate and correct in all respects; and

4.5.2 in connection with the Off-Payroll Working Rules (including, but not limited to, such information or assistance as the Buyer reasonably requires in order to assess whether or not the Off-Payroll Working Rules apply to the provision of the Services (or any part of them) and/or to any arrangements involving the performance of any services by any Contractor or to comply with any other requirement or obligation it may have a result of or in connection with the application of the Off-Payroll Working Rules).

4.6 The Supplier shall, at all times, comply with any and all requirements or obligations it may have as a result of or in connection with the application of the Off-Payroll Working Rules to the provision of the Services (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor, including, but not limited, to any obligation to take any deductions



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for Tax, and shall procure the compliance of all other parties involved (directly or indirectly) in the supply of the Services (or any part of them).

4.7 The Buyer shall be entitled to make any deductions in respect of Tax, from any payments to the Supplier, which it reasonably considers are required to be made as a result of, or connection with, the application of the Off-Payroll Working Rules.

4.8 The Supplier shall indemnify the Buyer, on demand and on an after-Tax basis, against:

- 4.8.1 any and all proceedings, claims or demands by any third party (including, but without limitation, HM Revenue & Customs and any successor, equivalent or related body);
- 4.8.2 any and all Tax and any other liabilities, losses, deductions, contributions or assessments; and
- 4.8.3 any and all reasonable costs or expenses and any penalties, fines or interest incurred or payable,

in each case, which arise as a result of, in consequence of, or otherwise in connection with:

(i) the application of the Off-Payroll Working Rules to the provision of the Services (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor; and/or

(ii) the Supplier, at any time, being in breach of any of the warranties or undertakings given in paragraphs 4.2, 4.3 and 4.10.

4.9 The Buyer may at its option satisfy the indemnity given under paragraph 4.8 (in whole or in part) by way of deduction from payments due to the Supplier.

4.10 The Supplier warrants to the Buyer that it is not, nor will it prior to the cessation of this Contract become, a "managed service company", within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.

5. Security of Supplier Personnel

5.1 Supplier Personnel shall be subject to pre-employment checks that include, as a minimum: verification of identity, employment history, unspent criminal convictions and right to work, as detailed in the HMG Baseline Personnel Security Standard (<https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>), as may be amended or replaced by the Government from time to time.

5.2 The Supplier shall agree on a case-by-case basis which Supplier Personnel roles which require specific government National Security Vetting clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Buyer Data. The Supplier shall provide and maintain a breakdown of the security clearance held for each Supplier Personnel role and shall work with the Buyer to propose any necessary amendments to these in order to provide the Services.

5.3 The Supplier shall prevent Supplier Personnel who have not yet received or are unable to obtain the security clearances required by this paragraph from accessing systems which store, process, or are used to manage Buyer Data, or from accessing Buyer Premises, except where agreed with the Buyer in writing.

5.4 All Supplier Personnel that have the ability to access Buyer Data or systems holding Buyer Data shall undergo regular training on secure information management principles. Unless



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otherwise agreed with the Buyer in writing, this training must be undertaken annually, and the Supplier must be able to demonstrate the completion of the training for all in scope staff.

5.5 Where Supplier Personnel are granted the ability to access Buyer Data or systems holding Buyer Data, those Supplier Personnel shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need such access but remain employed by the Supplier's organisation, their access rights shall be revoked by the close of business on the following Working Day. When staff no longer need such access and they leave the Supplier's organisation, their access rights shall be revoked by the close of business on the same Working Day.

6. Data Controller Third Party Rights

6.1 Further to Clause 18 (*Protection of Personal Data*), where in Attachment 2 (Schedule of Processing, Personal Data and Data Subjects) of the Order Form there is a third-party public sector Controller listed, the named third party public sector Controller will have CRTPA rights in relation to Data Protection Legislation obligations.

6.2 Where the third party public sector Controller wishes to exercise its rights pursuant to paragraph 6.1, the Buyer shall notify the Supplier that the rights are to be exercised.

6.3 The enforcement rights granted by paragraph 6.1 are subject to the following restrictions and qualifications:

- 6.3.1 the Parties may vary, terminate or rescind the Contract without the consent of any third party; and
- 6.3.2 the Buyer may, as agent or trustee, enforce any term of the Contract on behalf of another such relevant third party to whom rights have been granted.

7. Data Protection Indemnity

The Supplier shall indemnify the Buyer, and keep the Buyer indemnified, against damages, compensation, costs, claims, demands, expenses, professional costs, and/or charges arising from enforcement action by the Information Commissioner or any regulatory authority and/or assertion of rights by Data Subjects, arising from a breach by the Supplier of the Data Protection Legislation and/or the data processing conditions set out in this Contract.

8. Execution and Counterparts

8.1 This Contract may be executed in any number of counterparts (including by electronic transmission), each of which when executed shall constitute an original but all counterparts together shall constitute one and the same instrument.

8.2 Execution of this Contract may be carried out in accordance with the Electronic Identification and Trust Services for Electronic Transactions Regulations 2016 (SI 2016/696) and the Electronic Communications Act 2000. In the event each Party agrees to sign this Contract by electronic signature (whatever form the electronic signature takes) it is confirmed that this method of signature is as conclusive of each Party's intention to be bound by this Contract as if signed by each Party's manuscript signature. In such situation, this Contract shall be formed



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on the date on which both Parties have electronically signed the Contract as recorded in the Buyer's electronic contract management system.

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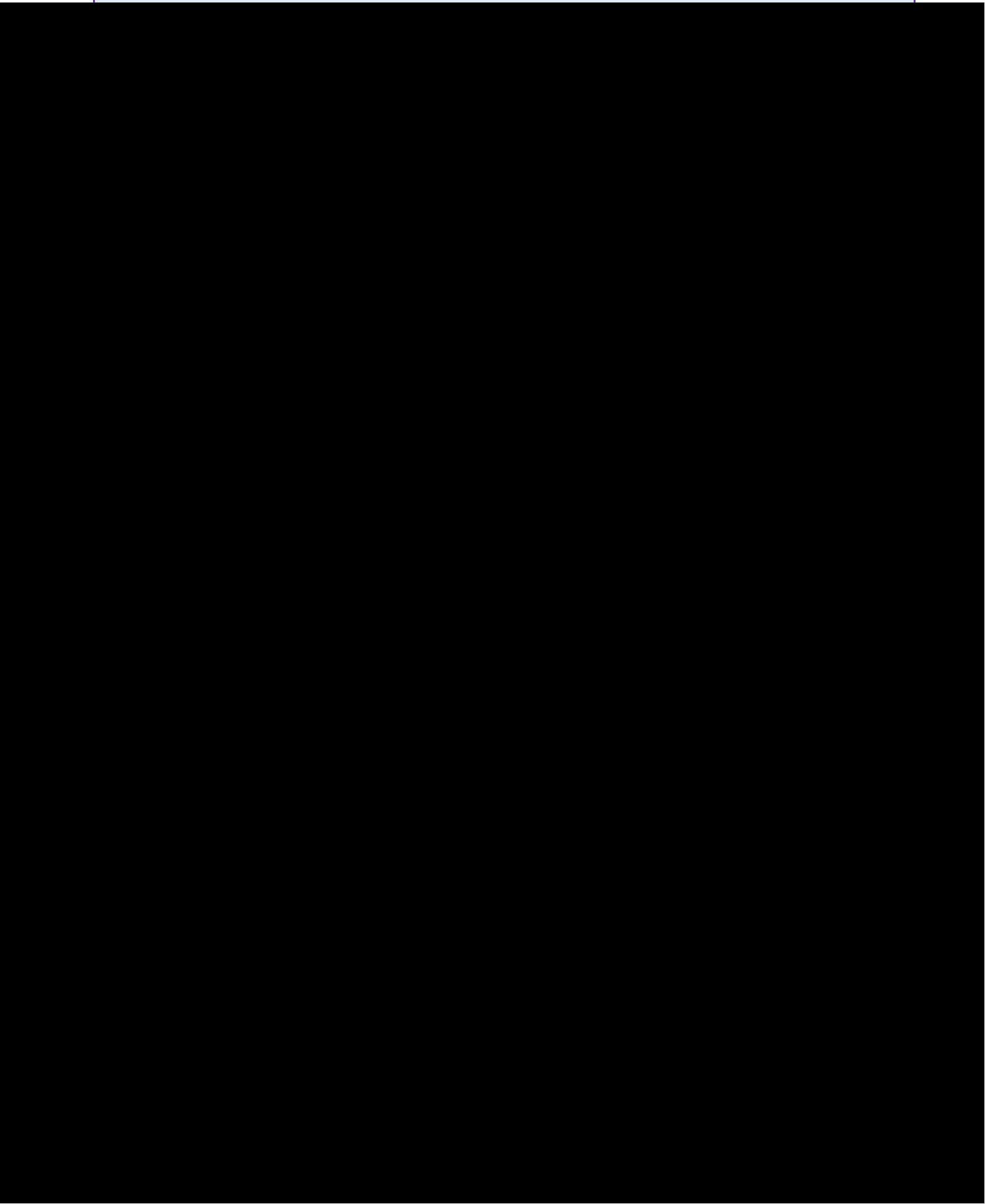
C292407 Architecture Services Call Off Contract

Order Form Section C Annex 1 - Supplier Response

RM6100 TS3 - Lot 1 - Statement of Work SOW01
Call-Off Ref: C292407 Architecture Services
Order Form Attachment 1 Call-Off Spec Annex 6 Draft SOW
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1. STATEMENT OF WORK (“SOW”) DETAILS [UNDER A TS3 FRAMEWORK]



RM6100 TS3 - Lot 1 - Statement of Work SOW01

Call-Off Ref: C292407 Architecture Services

Order Form Attachment 1 Call-Off Spec Annex 6 Draft SOW

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ANNEX 1 – FINANCIAL MODEL

[to be inserted from combined document]

DRAFT

RM6100 TS3 - Lot 1 - Statement of Work SOW02
Call-Off Ref: C292407 Architecture Services
Order Form Attachment 1 Call-Off Spec Annex 6 Draft SOW

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ANNEX 1 – FINANCIAL MODEL

[to be inserted from combined document]

DRAFT

Attachment 1 of the Order Form (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

Please read in conjunction with the Order Form.

Definitions

Expression or Acronym	Definition
Accountability Model	means those accountability models set out in Paragraph 8
Archimate	An example of an industry-standard modelling language
Cross Cutting Concern	Parts of a program that rely on or must affect many other parts of the system
Deliverables	Goods and/or Services that may be ordered under the Contract including the Documentation
DevOps	Methodology used in the software development and IT industry
DDaT	Digital, Data, and Technology
EA	Enterprise Architecture
AB	Architecture Board
HEE	Health Education England
NHSD	NHS Digital
NHSE	NHS England
RACI	Responsible, Accountability, Consulted, Informed
SFIA	Skills Framework for the Information Age
SME	Subject Matter Expert
SOW	Statement of Work
TRG	Technical Review Group
TSAS	Technology, Strategy, Architecture and Standards

Appendix B of the Further Competition document (Call-Off Specification)**1. Context****Background**

In January 2023 NHSE and NHSD formally merged with HEE being incorporated in April 2023. The new NHS England will play a vital role in supporting the NHS, but it will be more focused on enabling and supporting change through an organisation that can speak with a single national voice, remove duplication and which models effective joint working. All with the aim that we become a more agile organisation that has the flexibility to respond quickly to changing demand, priorities and opportunities. This means being rigorous about the activity our new organisation undertakes.

From those structural changes NHS England responsibilities now include designing, delivering, and managing essential technology infrastructure, data and digital services, products, and standards that health and care professionals use every day to deliver better health and care outcomes.

From a technology perspective there remains the opportunity to continually improve existing and develop new digital services designed to meet the needs of our health and care professionals, patients and public. Services that offer simple and speedy access to the information and data that matters, whenever and wherever it is needed. Cost effective, sustainable solutions that improve investment value, accelerating the digital transformation of the NHS.

Further information can be obtained through the NHS England website.

The Transformation Directorate plays a vital role enabling and supporting change throughout the NHS. The Transformation Directorate's mission is to enable the delivery of the best care and outcomes for the NHS and people that it serves, by improving population health and patient pathways, rapidly adopting effective technologies, building on insights from data and cutting-edge research, and by transforming the way that care is delivered. This mission will be achieved by working with a single voice, removing duplicative activities and have in place effective joint working with other Directorates, Portfolio Areas and the wider NHS health system. All with the aim to become a more agile organisation that has flexibility to respond quickly to changing demand, priorities and opportunities.

The Technology, Strategy, Architecture and Standards (TSAS) team within the Digital Sub Directorate of NHSE Transformation Directorate are seeking to procure a digital delivery partner to undertake and deliver a series of work packages that specify:

- Architectural Expertise across a range of disciplines

This will include, but is not limited to: Business Analysis, Business Architecture, Architectural Analysis, Community Engagement, Architectural Product ownership, Solution Design, Technical Assurance, System Review, Governance & Compliance

Call Off Contract: C292407 Architecture Services

Reporting, Technical Advisor Support, Knowledge Sharing and Enterprise Architecture service.

This support will deliver clearly defined Digital Outcomes through individual Statements of Work (SOW) - individual teams or programmes would manage the delivery of this work.

Details on the process to implement SOWs are outlined in Section 10 of this document and Section 7 of the Order Form.

TSAS is expected to support not only their own programmes of work but will also be asked by other programmes within NHSE to provide a variety of specialised architectural support and depending on the nature of those requests the architecture teams may require additional specialised expertise to be sourced via this Call-Off Contract.

It is expected that this will be provided through a 2-year contract.

The maximum capped value of all work packages will not exceed £9.75 million over 2 years.

There will be two initial SOWs, SOW01 and SOW02. It is expected that SOW01 will be for Enterprise Architecture capabilities and tooling support and will be managed by the Architecture team, and SOW02 will be for Interoperability Standards Development and will be managed by the IOPS (Interoperability Standards) team.

Call Off Contract: C292407 Architecture Services

2. Scope

Technology Capabilities are located in Annex 2.

The following sections illustrate the nature and scope of the Architecture Services that the Buyer may require and call down from the Supplier. This list, whilst comprehensive, should not be viewed as exhaustive and the Buyer would reserve the right to call off work packages across other related areas.

It is expected that service provision is complementary to NHS skills and resource, utilising industry knowledge and experience and being cognisant of public sector and health and care opportunities and constraints.

Architecture Services

Solution Design

The purpose of the Solution Design service item is to propose and document architectures that:

- support the delivery of business requirements that realise anticipated business drivers and objectives,
- can satisfy the specified non-functional requirements,
- meet recommended government and industry standards and good practice,
- adhere to the corporate standards, principles, and policies, as well as those for the target domain and the organisation commissioning the work,
- Adhere to relevant standards (<https://digital.nhs.uk/about-nhs-digital/our-work/nhs-digital-data-and-technology-standards>)
- provide value for money and a well understood and predictable Total Cost of Ownership
- system can be managed through the architecture governance process with key decisions, waivers and non-compliance documented and agreed.

Architecture standards and principles will be developed ensuring that collateral is based on good practice, in line with policies and principles, adhering to standards and considering current industry trends. These artefacts will be formalised via the architecture governance process for future use.

The scope of the Solution Design service item covers the full range of architecture and design; from strategic enterprise, to solution and technical architectures and on to live implementation planning and security considerations.

Technical Assurance

The Technical Assurance item includes review of the strategic alignment and all aspects of solution design, which offers confidence in the quality of activities to date to our stakeholders. The service also includes:

- an assessment of Supplier's or organisation's ability to meet the requirements specified for a solution – this is predominantly around the:
 - technical resource capability (e.g., appropriate numbers of staff with the required skill set)
 - physical resource capability (e.g., infrastructure managed by the Supplier/organisation)
 - experience in a domain (e.g., existing services and products)
- a review of the technical detail in contracts to assure that schedules cover key non-functional technical requirements in areas such as security, information governance, resilience, audit and reporting, and performance monitoring,
- identification of risks and issues that might arise from adopting the chosen architectural approach and communication of these to business and technical stakeholders,
- review the contents and outputs of system testing to assure that these cover and satisfy key non-functional requirements for a system.

The scope of the Technical Assurance service item covers the full range of architecture and design, from strategic enterprise, solution, and technical architectures.

System Review

The purpose of a System Review is to assess the implementation of a system (or inflight programme delivery) against standards, guidance and policies across spans the breadth of several professional disciplines across NHS England and the depth of the technical delivery. This independent review is an extension to an architectural system review in that it is delivered by an impartial technical team with cross-organisational representation to identify any thematic problems, articulate significant observations and develop a set of relevant recommendations.

Governance & Compliance Reporting

The governance element of the service includes ensuring that services are provided in the most effective way possible across the organisation as a whole; confirming that solution architectures align with corporate strategy and highlighting risks where this is not the case.

This service item offers:

- developing the governance framework including clear articulation of relationship with other governance boards, processes and functions.

- an independent review of key architectural decisions and solution designs on behalf of the design and delivery board(s) and as a pre-requisite for acceptance into live Service.
- stewardship of principles, policies, patterns, and standards.
- communication (capture, provision, and explanation) of all key decisions, recommendations and policy/standard compliance through the processes and governance tooling in use.
- the provision of guidance to stakeholders including Solution Architects and Programme Managers who are progressing through the architecture governance process.

Compliance reporting offers a real-time view of the level of conformity of the services (products, platforms, applications, technology) being delivered by NHS England to the architectural and technical policies and standards which comprise the Enterprise Architecture.

Each Cross Cutting Concern area has devised policies and standards to which programmes and projects must comply, and all new or changing services developed have to record their compliance against each of these policies in the relevant tooling. This is then used as part of the governance process to assess compliance and report any findings and recommendations.

Compliance reporting provides a view of the level of coherence, interoperability and economy across programmes and their alignment to the organisation's strategy and drivers.

Advice & Guidance

The purpose of the Advice & Guidance service item is to provide advice, guidance, and support across the digital landscape – this includes to stakeholders external to NHS England. This provision includes:

- Supporting business leaders through the provision of concise content and visualisations to allow improved decision-making.
- Monitoring and flagging of risks pertaining to the current landscape, such as technical debt, and provide recommendations to improve and/or overcome them.
- supporting the procurement process with product and supplier evaluations.
- providing specialist technical skills and domain knowledge
- advising and supporting customers in negotiation with suppliers.
- recommending strategies and approaches for programme technical direction.

The scope of the Technical Advisor service item covers the full range of architecture and design, from strategic enterprise, solution, and technical architectures.

Knowledge & Culture

The Knowledge & Culture service item enhances and documents organisational memory, providing the following:

- Builds an organisation and/or system-wide knowledge base through information management systems, such as the corporate architecture tool.
- Bridges the gap between programme/project knowledge and organisation knowledge.
- Ensure stakeholders are clear on the value of architecture and its positioning.
- Facilitates knowledge capture and transfer, thereby mitigating organisational risk of knowledge and IP loss due to SMEs leaving the organisation.
- Provides support for wider stakeholder management, including internal engagement and interaction with external stakeholders outside of NHS England, e.g., NHS trusts, DHSC, external suppliers, etc..
- Support the establishment and management of architectural communities of practice and Centres of Excellence.
- Collation and Curation of community authored knowledge, best practice, Community Engagement, influence to ensure adherence/alignment to architecture target state/north-star, content creation (templates/tools etc) content curation (Organising to be readily accessible) events (F2F workshops/learn-and-practice sessions).

Enterprise Architecture

The specific Enterprise Architecture service item covers elements and overview of many of the above service items, looking at capabilities, services, and products/applications holistically across NHS England and beyond. It comprises the management of the Enterprise Architecture content covering elements including but not limited to the Policies, Patterns, Principles and Standards that relates to the drivers and objectives behind the delivery of new or enhancements to existing services, including documentation of information flows and elicitation of needs and opportunities.

Architects delivering the EA service item will be expected to utilise a breadth of expertise and intelligence to support initiatives from Idea, to Vision, to Strategic Investment, and to provide guidance, identify risks, support governance, drive best practice and ensure positive value-based delivery and implementation of products and services that align to strategy, adhere to the chosen organisational architecture methodology, and deliver maximum benefit. In doing so, architects will need to produce, iterate, and publish all relevant documentation in accessible format for each/any stakeholders which is easily consumable by the business.

The intent is to ensure clarity and consistency of EA collateral, in order that it can be used to communicate intent, identify synergies and dependencies, highlight gaps or duplication, and ultimately support both strategic and tactical

decision making whilst making it clear on the value the EA team delivers to business teams, the organisation and wider **system**.

Enterprise Architecture includes the following subheadings:

Early Engagement

The Early Engagement item includes the following:

- Ensuring programmes/projects are suitably aligned with the Enterprise Architecture.
 - being clear as to which of the corporate drivers and objectives are being delivered,
 - being clear as to which capabilities are being delivered and which services will be affected,
 - being clear how to consistently apply the NHSE architectural framework including the tools/processes that should be followed
 - ensuring all programmes/project are business oriented, start with problem statements and have directly engaged users.
- Providing clarity on strategic direction for delivery of:
 - capabilities/standards/applications/services where one is defined,
 - triggering / recommending Strategic Alignment activities to align to existing strategy or define strategy and aspirations where no strategic direction exists.
- Assessing a programme for architectural and technical risk and recommending suitable governance checkpoints within its lifecycle to manage that risk,
- Recommending a suitable resourcing profile:
 - creating a work package for review and forward-look assignment by the NHS England TSAS resourcing team, detailing the specific Service items entailed e.g., Solution Design or recommending back to the programme for inclusion in supporting materials e.g. New Work Commissions, Business Cases

Strategy Planning & Alignment

The following are to be offered as part of the Strategy Planning & Alignment:

- Ensuring a sound strategic case can be provided to back up decisions and support proposals.
- Supporting the delivery of a technology strategy for the NHS through activities such as horizon scanning & market engagement.
- Demonstration of the alignment to business strategy and domain goals (traceability) Roadmap definition for the transition of our national products to their future state, as well as the collation of localised product plans: working with architecture domain leads and business areas.
- Building from existing architectural artefacts with dependencies identified and recorded in the corporate architecture tool(s).

- Discovery work to identify and record additional or update existing artefacts in the tooling where there are gaps in the existing knowledge base.
- Using the broader EA modelling to understand and assess the impacts of proposals on other parts of the organisation or the wider health and care system. For example: a set of strategic objectives that require a change to an existing capability may impact upon a number of existing applications and services and for this information to be shared with key stakeholders in an easily consumable format.
- Impact assessments and identified dependencies considered and surfaced to support planning and co-ordination with the strategic leads and business owners, and to develop a roadmap for delivery.

Defining and operating the EA Practice

The definition and operation of the EA Practice covers the establishment and embedding of the EA function within NHS England and the wider health and care system. It includes, but is not limited to, areas such as:

- The creation of an enterprise architecture framework including a 'toolkit' to standardise on how EA is done throughout NHS England and the wider system. This will be based on best practice.
- The promotion and understanding of enterprise and business architecture within NHS England and the wider Healthcare System.
- The definition and development of the EA practice, including associated documentation/templates, reports and dashboards, methods and working routines/processes, as well as the governance and operational practices that support the Architecture Board, Digital Projects Assurance Board, feeder Design Authorities, as well as the wider NHS England and Health and care system.
- Modelling the current landscape at various levels of granularity - definition, update and management of architectural information across business and architectural domains
- Define a maturity assessment model and support its implementation.
- Undertake various assessments including those of Capabilities & option appraisals.
- The maintenance of the enterprise architecture toolset, any required exploration and implementation of future toolset (including the migration of existing information/documentation/data to the identified strategic solution), any training relating to the enterprise architecture toolset, as well as the documentation and communication of guidance and processes relating to the EA toolset.
- Setting policy and operational processes to manage the application lifecycle to support portfolio management.
- Collate & communicate to key stakeholders architectural and technical debt.
- The day-to-day operations of the EA practice including, for example, engagement with the architecture and delivery communities within NHS England and the wider Health and Care System; managing resource requests and prioritisation, supporting the EA practice architectural modelling requirements, definition of conceptual architectures, etc.

Transition and Exit

This Call-Off Contract will include any activity associated with a handover of the contract from the incumbent supplier to the new Supplier (if Supplier is different) and any exit requirements.

2.1 Technical Scope

Any supplier must be able to provide suitably qualified resources who are inducted & trained to cover the following areas prior to commencing any engagement. Some supporting material will be provided by the Buyer: -

- An understanding of the NHS organisationally,
- An understanding of the roles of the national bodies,
- An understanding of the products and programmes NHS England supports,
- An understanding of health tech concepts and specific terms
- An understanding of the architecture that underpins our products and platforms,
- An ability to document architecture models/solutions using Archimate or other industry-standard modelling languages.

Specific Points to Note

The Supplier will be accountable for the delivery of the milestones and associated Deliverables which will be clearly started within any Statements of Work. Where a fixed price SOW or Outcome based SOW is used, the Supplier will be accountable for delivery of the Outcomes.

There is potential for a few NHS England directorates (mostly sub directorates of Transformation) to be involved in any Call-Off Contract either as stakeholders, customers/users etc. Specifically, and in most cases, it would cover: -

- The Technology Strategy, Architecture and Standards (TSAS) sub directorate will be responsible for developing any Call-Off Contract and for any final sign-off of milestones etc.
- The Products and Platforms directorate will be key customers and will provide SMEs and other expertise alongside TSAS architects working with the Supplier.

There is no reason to think the timescales will change significantly and the aim is to get arrangements in place as soon as possible.

Whilst every effort will be made to ensure outcomes are delivered within the stated timeframe if there are practical reasons why this cannot be achieved extensions of the timeframes may be jointly agreed. Such reasons may include lack of availability of key stakeholders, unforeseen circumstances such as illness etc.

The life cycle of any delivery against agreed outcomes will be well defined within specific Statements of Work. Given the nature of the outcomes required the lifecycle will be straightforward e.g., discovery through to final delivery and sign off/handover to the Buyer. At the point of handover and signoff the lifecycle will finish unless some form of ongoing maintenance has been agreed.

Collaboration Requirements

The Deliverables supplied under this Call-Off Contract and each Statement of Work may require the Supplier to work in collaboration with other Suppliers of the Buyer. If the Deliverables do require such collaboration, the Supplier shall comply with the following:

The Supplier shall:

- work pro-actively with (a) the Buyer, (b) the Incumbent Providers, and (c) any other suppliers and contractors of the Buyer, in a spirit of trust and mutual confidence.
- cooperate with the Buyer's other suppliers and contractors of other goods and/or services to enable and ensure efficient Delivery.
- assist in sharing information with the Buyer's other suppliers and contractors for the purposes of facilitating provision of the Deliverables.
- provide all additional cooperation and assistance as is reasonably required by the Buyer to ensure the continuous delivery of the Deliverables and other services under the Call-Off Contract; and
- procure that the Supplier's Subcontractors provide all cooperation and assistance as required by the Buyer pursuant to the Call-Off Contract.

2.1 Technical Scope Exclusions

There are no specific technical exclusions.

2.2 Interoperability Considerations

There are no specific interoperability considerations. Any specific standards or patterns will be detailed in individual Call-Off Contract / Statement of Work.

The Supplier may be required to assist the Buyer in supporting the interoperability of its systems. This includes, when requested, working on systems and deliverables outside the scope of this Call-Off Contract in circumstances in which the Supplier's skills, experience and knowledge will support the Buyer in the delivery of its wider business objectives. This may include (but is not limited) to the following:

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- supporting service queries, requests, incident resolution;
- other development, test, assurance, and operation activities; and
- knowledge sharing and skillset transfer between teams (including Buyer teams and other suppliers).

The Buyer will agree with the Supplier when this Interoperability clause needs to be invoked, which for planning purpose it is assumed will be no more than 25% of the total team effort/requirement outlined in this Call-Off Contract.

2.2 Technical Constraints

Technical Operating Framework

All our products and services must follow government and NHS technical policies and principles. Note that these are subject to change and adherence to these is part of live services.

The key architecture standards are as follows:

CDDO	The Technology Code of Practice - GOV.UK (www.gov.uk)
	Service Standard - Service Manual - GOV.UK (www.gov.uk)
NHS England	Technical standards - NHS Digital
	Architectural Governance - NHS Digital Technical Review Group and Governance manual
	NHS Digital architecture - NHS Digital

It should be noted that this is not an exhaustive list. Some constraints may be introduced which will be clearly stated in any subsequent call off arrangement / SOW.

2.3 Geographical Scope

The majority of any Call-Off will be delivered from a mix of locations covering NHS England key locations, Leeds, Exeter, and London. Unless specified otherwise a hybrid approach will be required I.e., a mix of supplier base location alongside NHS England sites for stakeholder meetings, interviews, and workshops.

There may be a requirement to visit other sites within England as part of specific SOWs e.g., visit NHS local and regional locations.

Location	National (outside Greater and Central London)	London (within Greater and Central London)	Leeds	National Home
Main Location	Y	Y	Y	Y
Additional Location(s)	Y	Y	Y	Y

2.4 End Users

2.4.1 Target Sectors

Please refer to Annex 1 - Target Sectors

The outcomes of this tender and subsequent SOW will not result in the direct delivery of consumer or clinical facing services.

Health knowledge and sector will be expected from the Supplier and will form part of the evaluation.

2.4.2 Target Users

Target User	Extent of participation/consulting within scope (e.g., as part of delivery or testing)
TSAS Architecture	Directing and reviewing Deliverables
Products & Platforms Directorate users, SMEs	SME input, some direction and review of Deliverables

2.5 Stakeholders

Stakeholder	Title/Role	Extent of participation/consultation for scope (e.g., government organisations or health bodies)	Frequency and Mechanism of involvement
Specific to Call-Off agreements	N/A	N/A	N/A

3. Business Outcomes

The Architecture functions provide support to multiple programmes within the business that are designed to support Department of Health and Social Care (DHSC) or Arms Length Bodies (ALB) objectives. Currently the demand is delivered through a mixed resource model of permanent and interim resources deployed into the programmes the early phases of delivery and design.

Due to the nature of these programmes of work, work packages or services of varying lengths of time may be required to support the key outcomes and Deliverables required by the programmes. The first two SOWs are for a period of 12 months each, but further work packages may last for varying durations from 3 to 12 months.

Business outcomes will be specific for each SOW. At a high level they will cover elements below.

- Repeatable and predictable lightweight governance processes,
- Reliable, coherent, and high-quality architecture documentation,
- Consistent approaches to how we deliver architecture services,
- Established and effective architecture community of practice,
- All delivery and outputs documented and communicated to ensure onward knowledge-sharing.

4. Requirements

The requirements are covered in the Buyer Scope section above.

The Buyer is seeking the provision of a responsive vehicle to provide flexible and scalable solutions for a variety of programmes and to provide support across a spectrum of governance, implementation, architecture and integration.

The Buyer expects the Supplier to work with the Buyer team as follows:

- Work closely with NHS England in-house teams and contractors including solutions assurance teams and governance bodies.
- The Buyer will put in place SOW specific engagement teams which will consist of the appropriate roles e.g. Delivery & Contract Manager, Solution, Enterprise and Data Architects.
- For the Architecture Services, the Supplier will be working in a blended team with NHSE staff.

The Supplier must comply with the Standards set out in Annex 3 (to the level requested by the Buyer) and with any specific Standards incorporated into the relevant Call-Off Contract and each Statement of Work.

The supplier is also required to comply with the Buyer Policies in Annex 4 where relevant.

5. Product Development Backlog

Not Applicable.

5.1. Functional and Non-Functional Requirements

Will be defined as part of specific SOWs.	
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5.2. Target Operating Model

5.3. Initial Statement/s of Work (SOW/s)

5.3.1. SOW 1

<p>The SOW covers provision of outcomes and Deliverables pertaining to objectives to:</p> <ul style="list-style-type: none">- Manage existing Enterprise Architecture repositories (Orbus iServer, Abacus and LeanIX- Support the implementation of the strategic toolset / solution and the migration of information from former repositories.- Integrate information from other business functions to aid the above e.g., Produce, run and maintain integrations with sources of information such as Project Online and Service Now.
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Not Applicable.

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5.3.2. SOW 2

This SOW covers provision of outcomes and Deliverables pertaining to objectives to:

- The production and maintenance of interoperability standards products, including technical specifications and technically authored supporting content
- The production of technically authored, publicly available interoperability-related content such as patterns, policies, guidelines, principles etc.
- The production of proposals for technical approaches and designs to solve specific cross-cutting interoperability problems.

5.3.3. SOW

N/A at this stage in the process

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6. Key Milestones and Call-Off Deliverables

Key Milestone/ Deliverable	Description	Timeframe or Delivery Date
1	Call-Off Contract management reporting and meetings approach agreed and documented	Within week 3 of Contract Award
2	Agree high level programme management governance arrangements including key Deliverables, timelines, payment plan, reporting requirements for the overall Call-Off Contract.	Within week 3 of Contract Award
3	Working with the individual programme leads to agree the programme management governance arrangements including key Deliverables, timelines, payment plan, reporting requirements for individual SOWs.	Within week 2 of SOW agreement
Specific key milestones and Deliverables will be detailed in each individual SOW.		

7. Responsibilities of the Parties

The Supplier will be expected to provide regular reports on the usage of the overall Contract to include as a minimum

- a) Spend to date
- b) Role usage to date
- c) Utilisation reports (details to be agreed)
- d) High level risks

Where applicable, a RACI may be specific and outlined in the individual SOWs.

The Supplier will be expected to provide regular (weekly) update reports which will be expected to show delivery against the agreed SOW, any deviations, issues, risks and a financial summary of spend against agreed cost.

The Supplier shall be responsible for managing and recording the activities undertaken and shall provide their project management methodology as agreed between the parties, including a process for reporting progress against agreed plans, this should include as a minimum;

- a) Reporting service for all SOW's currently active that highlights key performance indicators.
- b) Progress against SOW – days used against estimate.
- c) RAG status of SOW – likelihood to deliver against SOW.
- d) Management Information including risk management process to address mismatch resolve conflicts, issues and escalation procedures and any continuous improvements.
- e) Process for exit strategy implementation (SOW is no longer required).

8. Ways of Working

- 8.1 The Supplier will typically be expected to adopt an agile development process, starting with user needs. The methodology will be outlined in the relevant Statement of Work. Suppliers may be required to work using agile evolving methodologies (e.g. Scrum, Kanban, Spotify) with varying Accountability Models, as described in Paragraph 8.2
- 8.2 At Statement of Work level, the Supplier will be required to work under any of the following **Accountability Models**:
- **Sole Responsibility**: where the Supplier takes on board full responsibility to deliver the discrete Milestones identified. This is most closely aligned with the “outcomes” model under other frameworks. The Supplier will be required to accept the full risk of delivery;
 - **Self-Directed Teams**: where the Supplier provides discrete delivery teams to produce Deliverable Increments as commissioned by the Buyer. This model lends itself to Buyer-led agile development where the specific Deliverable increment is agreed closer to the point of delivery but where some risk is carried by the Supplier; or
 - **Rainbow Teams**: where the Supplier provides a squad of individuals to work alongside Buyer staff. In this model individuals, whilst managed at a high level by the Supplier, may well be directed at an operational level by someone from another organisation.

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- 8.3 To some extent aligned with the above Accountability Models (but not exclusively so), the Supplier will be expected to operate under one of two pricing models at Statement of Work level:
- **Capped Time and Materials; or**
 - **Fixed Price;**
- 8.4 Whilst the Supplier may suggest the charging model, it is the Buyer who will decide and the applicable model will be incorporated into each Statement of Work.
- 8.5 The Supplier shall monitor the provision of the Deliverables and notify the Buyer where it considers that the activity of the Buyer may impact the Suppliers' (or its Subcontractors) IR35 assessment in relation to the contractors including where there is any change to the IR35 legislation or any associated national insurance legislation and regulations which may affect the Buyer.
- 8.6 Potential Providers may be required to detail their arrangements and use of non-UK based Supplier Staff (including Subcontractors) whose Services are provided outside the UK and shall be priced on separate rate cards with applicable discounts (in GBP) for the relevant jurisdiction within which the Supplier Staff work. Each rate card shall be at no greater a rate that that set out in the UK Supplier's rate card.

Out of-Hours and On-Call working

- 8.7 Architecture Services may have service arrangements in place for out of hours and on-call working/cover which the Supplier is expected to appropriately support as requested by the Buyer. Further information is covered in the SOWs.

9. Skills / Capabilities Profile

The Supplier will be expected to have an understanding and health and care architecture as well as experience in analysing existing architectures and capabilities and the ability to draw on a range of capabilities in architecture terms

- Enterprise
- Solution
- Technical (broad range of domains as required)
- Data

They will also be expected to have project management skills to manage the delivery Deliverables stated in the SOWs and to provide regular update reports.

SFIA levels are expected to be no higher than level 6

Required Skillsets

Cluster	SFIA Role Family	DDaT Roles
Data	Data Engineer	Head of Data Engineering, Lead/Senior/Data Engineer
	Data Scientist	Head of Data Science, Senior/Junior/Trainee/Data Scientist
	Performance Analyst	Head of Performance Analysis, Lead/Senior/Associate/Performance Analyst
Product Delivery	Business Analysis	Principal/Senior/Junior/Business Analyst
	Delivery	Head of Delivery Management, Service Owner, Programme/Senior/Associate/ Delivery Manager
	Product Manager	Head/Lead/Senior/Associate/Product Manager
Technical	Data Architect	Chief/Senior/Data Architect
	DevOps	Principal/Lead/Senior/Junior/ Apprentice/Dev Ops
	Infrastructure Engineer	Principal/Lead/Senior/Associate/ Infrastructure Engineer
	Network Architect	Lead/Associate/Network Architect
	Security Architect	Principal/Lead Security Architect, Senior Technical Architect
	Software Developer	Principal/Lead/Senior/Associate/ Software Developer
	Technical Architect	Principal/Lead/Senior/Associate/ Technical Architect
	Enterprise Architect	Principal/Lead/Senior/Associate/ Technical Architect
	Business Architect	Principal/Lead/Senior/Associate/ Technical Architect
	Solution Architect	Principal/Lead/Senior/Associate/ Technical Architect

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User Centred Design	Content Designer	Head of Content Design, Lead/Senior/Associate/Junior/ Content Designer
	Graphic Interaction Designer	Head of Graphic/Interaction Design, Lead/Senior/Associate/Junior/ Graphic/Interaction Designer
	Service Designer	Head of Service Design, Lead/Senior/Associate/Junior/ Service Designer
	Technical Writer	Content Strategist, Lead/Technical Writer
	User Researcher	Head of User Research, Lead/Senior/Associate/Junior/User Researcher
Training and Communication	Training and Communication	Communication Manager Training and Implementation Lead

The above role titles may be different to those currently in use by your organisation. There are various online resources (e.g. sfia-online.org) which map commonly used specific roles into the above table structure.

The Buyer, under a specific Call-Off Contract or Statement of Work, may request additional capabilities (not included under DDaT) but wherever possible these should align with the wider SFIA Skills Framework.

10. SOW Commissioning Process**Statement of Work section**

This Specification sets out the Initial Services to be provided under the Contract. Any Additional Services shall be added to the Contract using the commissioning process set out below.

The Supplier shall provide the Services in accordance with the commissioning process leading to one or more Statement of Works (SOW(s)) substantially based on the Statement of Work Template set out in Annex 5 to this Specification document. A Statement of Work consists of two parts however the Specification and Costs together form the Statement of Work: Specification: the technical specification developed using the Statement of Work Template; and Costs: the pricing workbook which shall be output from the Commercial model.

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As outlined in section 5 above, the first SOWs (SOW1 Enterprise Architecture Tooling Support and SOW02 Interoperability Standards Development) have been drafted and will be signed at the same time as the Order Form. These SOWs (which include the SOW Specification and pricing workbook) are set out in Annex 6 of this Specification document.

Statement of Work Commissioning Process

Where the Buyer wishes to commission work under this Call-Off Contract, it shall: Detail the requirements for each individual project including milestones and acceptance criteria and where required, a populated data protection table containing complete and accurate details of the Personal Data Processing applicable to the SOW ("SOW Requirements") substantially in the format of the Statement of Work Template.

The Buyer's Representative will communicate SOW Requirements in writing to the Supplier whereupon the Supplier shall have five (5) Working Days (or an alternative period as agreed between the parties upon the Buyer communicating the SOW Requirements) to respond.

The SOW Solution shall include an Implementation Plan (including details of how the work will be undertaken, a timeline/activity plan along a summary of the resources'), it shall also include a detailed price for the delivery of the SOW Requirements in the format provided by the Buyer.

For future SOWs, fixed fee or outcome-based pricing could be used. In other instances, time and materials will be utilised based on the submitted rate card. The final decision would lie with the Buyer.

Within five (5) Working Days of receipt of the SOW Solution, or in any other period the parties agree, the Buyer shall review and feedback comments on the SOW Solution.

Within two (2) Working Days of the Buyer providing this feedback (or an alternative period agreed between the parties upon the Buyer communicating its feedback) the Supplier shall provide a revised SOW Solution to the Buyer.

Where the Buyer agrees with either the initial or revised SOW Solution the SOW Solution shall be attached to the proposed SOW containing the SOW Requirements and the Buyer shall sign and return the proposed SOW to the Supplier for countersigning whereupon the Supplier shall commence delivery of the Services detailed in the SOW.

The Call-Off Contract is non-exclusive, and the Buyer does not commit to awarding any work as part of this Call-Off Contract. Notwithstanding any other provision in this Call-Off Contract the Supplier shall have no obligation to enter into any SOW(s).

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Annex 1: Appendix B of the Further Competition document (Call-Off Specification) – Target Sectors

The NHS England Architecture team works or has the potential to work across all settings.

HEALTH AND SOCIAL CARE SETTINGS	Tick boxes
Primary Care	Y
Ambulance Services	Y
Secondary Care - Hospital Settings	Y
Pharmacy	Y
Mental Health	Y
Community Care - Children's Services	Y
Community Care - Adult Services	Y
Public Health & Wellbeing	Y
Screening	Y
Social Care - Children's Services	Y
Social Care - Adult Services	Y
Genomics	Y
Health and Social Care Policy	Y
Health Informatics	Y
Medicines and Healthcare Products	Y
Health and Social Care Regulation / Quality	Y
Health Sector Education, Training and Workforce	Y
Health and Social Care Research	Y
Blood and Transplant Services	Y
Independent Health Provision	Y

HEALTH AND SOCIAL CARE SYSTEMS	
SPINE (Summary Care Record)	Y
Screening Systems	Y
Electronic Prescription Service (EPS)	Y
Electronic Referral Service (ERS)	Y
GP IT Systems & Services	Y
Health and Social Care Mobile Apps	Y
Health and Social Care Web Apps	Y
Citizen Identification and Verification Services	Y
Health System Infrastructure (email, etc)	Y
Secondary Uses Services	Y
Health Data Collection, Processing and Dissemination	Y
Care Management Systems	Y

[Buyer Guidance: Please include any additional sectors / systems as applicable]

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Call Off Contract: C292407 Architecture Services

Annex 2: Appendix B of the Further Competition document (Call-Off Specification) – Technology Capabilities

Application Development	Tick boxes
Continuous Integration & Delivery Tools	Y
Testing & Quality Assurance Tools	Y

Business Applications	Tick boxes
Data Warehousing	Y
Enterprise Applications	Y
Geospatial	Y
Project Management	Y

Customer Management	Tick boxes
CRM	
Enterprise Applications	Y

IT Management	Tick boxes
Middleware	Y
Networking	Y
Service Management	Y
System Management	Y

IT Services	Tick boxes
Anti-Virus, Vulnerability Management & Monitoring	Y
Cloud Orchestration	Y
Encryption	Y
Remote Access Service	Y

(continued on next page)

Software Infrastructure	Tick boxes
Enterprise Architecture Tools	
Architecture Tools	Y
Intelligent Business Process Management Suites	
Business Process Management	Y
Architecture Tools	Y
Discovery / Search	Y
Frameworks, Languages, & Libraries	Y
Identity & Access Management	Y
Non-Relational Databases	Y
Performance & Availability Monitoring	Y
Relational Databases	Y
Server Technology	Y
Server/Desktop OS	Y
Serverless	Y
Source Code Management	Y
Storage	Y
Virtualisation & Containerisation	Y
Visualisation Tools	Y
Web Analytics	Y

The technology stacks deployed by NHS England are typically cloud based across a Azure and AWS. The preferred direction is to adopt managed service resources. There remains a number of on premise based solutions, which are mostly in the process of being migrated to public cloud IAAS offerings. CI/CD and other automation is seen as paramount.

....

ANNEX 3: Specification (Standards)

The Supplier shall be required to comply with the following Standards where relevant (Section 4 – Requirements) and where a Standard is accessed via a URL, the version of the Standard set out on that web page shall be the version of the Standard that shall apply to this Call-Off Contract or Statement of Work upon execution of the same:

1.	General
1.1	ISO 9000; ISO 9001:2015 Quality Management
2.	IG and Security
2.1	10 Steps to Cyber Security' guidance: https://www.ncsc.gov.uk/guidance/10-steps-cyber-security
2.2	BS ISO 22301:2012 Societal security – Business Continuity management systems – Requirements
2.3	BS ISO 27001:2013 Information and Data Security
2.4	BS ISO/IEC 27002:2013 Information technology — Security techniques — Code of practice for information security controls
3.	Development and System Design Services
3.1	BS ISO/IEC 12207:2017 Systems and software engineering.
3.2	BS 8878:2010 Web accessibility. Code of Practice.
3.3	Open Standards: "Open Standards Principles 2018: For software interoperability, data and document formats in government IT specifications" (which can be found at https://www.gov.uk/government/publications/open-standards-principles) and any supplementary or replacement government guidance.
3.4	Adopted Open Standards as detailed on the Standards Hub https://www.gov.uk/government/publications/open-standards-for-government
3.5	Web Content Accessibility Guidelines (WCAG) 2.0 to level AA; or WCAG 2.1, (as updated pursuant to the Public Sector Bodies (Websites and Mobile Applications) Accessibility

Call Off Contract: C292407 Architecture Services

	Regulations 2018).
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4.	DHSC and NHS Standards
4.1	NHS Service Standards (and references therein): http://service-manual.nhs.uk/service-standard
4.2	The NHS digital, data and technology standards and clinical information standards as set out in this link and associated pages (as updated from time to time): http://digital.nhs.uk/about-nhs-digital/our-work/nhs-digital-data-and-technology-standards
5.	Buyer Standards
5.1	Such other standards and requirements as notified by the Buyer to the Supplier (including successor standards and requirements).
6.	Digital Technology Standards
6.1	The Government Digital Service (GDS) Government Digital Service - GOV.UK (www.gov.uk)
6.2	The Cabinet Offices' Open Standards principles located at: https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles
6.3	means the GDS DDaT Profession Capability Framework located at: https://www.gov.uk/government/collections/digital-data-and-technology-profession-capability-framework
6.4	The GDS Service Manual, located at: https://www.gov.uk/service-manual
6.5	The Service Standard section of the Service Manual located at: https://www.gov.uk/service-manual/service-standard
6.6	The Skills Framework for the Information Age, located at: https://sfia-online.org/en ;
6.7	The GDS Technology Code of Practice located at https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice



ANNEX 4: Specification (Buyer Policies)

Buyer's Mandatory Policies Table:

Note the policies below apply as may be updated from time to time.

Universal Policies (Policies that apply to all employees in all circumstances)	Contractor In-scope	Contractor Out of-scope	External Supplier	Temporary Staff	Work Package Outcomes	Work Package Augmentation
	Ind	Ind	Org	Ind	Org	Org Mandated
Mandatory Corporate Policies						
Confidentiality	Annual review and acceptance required	Must be aware	Must be aware	Annual review and acceptance required	All staff on rate equivalent to Grade 8d or above to annually review and accept this policy	Rate equivalent to Grade 8d or above Mandated otherwise to be aware
Code of Business Conduct	Annual review and acceptance required	Must be aware	Must be aware	Annual review and acceptance required	Rate equivalent to Grade 8d or above Mandated otherwise to be aware	Rate equivalent to Grade 8d or above Mandated otherwise to be aware
The Register of Interest Policy	Annual review and acceptance required	Must be aware	Must be aware	Annual review and acceptance required	Rate equivalent to Grade 8d or above Mandated otherwise to be aware	Rate equivalent to Grade 8d or above Mandated otherwise to be aware
Acceptable Use of ICT and User Obligations	Annual review and acceptance required	Must be aware	Must be aware	Annual review and acceptance required	Rate equivalent to Grade 8d or above Mandated otherwise to be aware	Rate equivalent to Grade 8d or above Mandated otherwise to be aware

Appendix B of the Further Competition document (Call-Off Specification)
 RM6100 Technology Services 3
 Call-Off Ref: C173522



Universal Policies (Policies that apply to all employees in all circumstances)	Contactor In-scope	Contactor Out of-scope	External Supplier	Temporary Staff	Work Package Outcomes	Work Package Augmentation
	Ind	Ind	Org	Ind	Org	Org Mandated
Hospitality & the Receipt of Gifts Policy	Annual review and acceptance required	Must be aware	Must be aware	Annual review and acceptance required	Rate equivalent to Grade 8d or above Mandated otherwise to be aware	Rate equivalent to Grade 8d or above Mandated otherwise to be aware
NHS Digital Counter Fraud Policy	Annual review and acceptance required	Must be aware	Must be aware	Annual review and acceptance required	Rate equivalent to Grade 8d or above Mandated otherwise to be aware	Rate equivalent to Grade 8d or above Mandated otherwise to be aware
Other Policies						
Bring Your Own Device Policy	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware
Commercial Policy	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware
Equality and Diversity Policy	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware
Health and Safety Policy	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware
IT Operations	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware
Modern Slavery and Human Trafficking	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware

Appendix B of the Further Competition document (Call-Off Specification)
 RM6100 Technology Services 3
 Call-Off Ref: C173522



Universal Policies (Policies that apply to all employees in all circumstances)	Contactor In-scope	Contactor Out of-scope	External Supplier	Temporary Staff	Work Package Outcomes	Work Package Augmentation
	Ind	Ind	Org	Ind	Org	Org Mandated
HR Organisation & Transformation (People and Workforce)	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware
Staff Vetting Procedures	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware
Travel and Expenses	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware



NHSD Mandatory
 Policies summary.doc

Annex 5 – Statement of Work Template

Attached as external document

Annex 6 – SOWs

Attached as external documents

TS3 - Lot 1 - Call Off Contract Attachment 3 (Services Description) Annex 5 (Statement of Work Template)
 Call-Off Ref: C292407 Architecture Services
 Order Form Attachment 1 Call-Off Spec Annex 6 Draft SOW

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1. STATEMENT OF WORK (“SOW”) DETAILS

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

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

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

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

SOW Reference:	insert SOW Reference
SOW Title:	insert SOW Title
SOW Version:	V1.0
SOW Status:	DRAFT or FINAL
Date of SOW:	Click or tap to enter a date.
Call-Off Contract Reference:	C292407
Call-Off Contract Title	Architecture Services
Variation Reference	insert Variation Reference (e.g. Vnumber from Atamis)
Buyer Cost Centre Code:	Insert Cost Centre Code/s
Supplier:	Insert Name of Supplier
SOW Start Date:	This SOW shall commence on insert SOW Start Date
SOW End Date:	This SOW shall expire on insert SOW End Date
Duration of SOW:	insert Duration of SOW

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2. SOW CONTRACT SPECIFICATION - PROGRAMME CONTEXT							
SOW Background	Insert reference back to the scope of the Call-Off to which this SOW relates.						
Delivery phase(s)	Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live.						
Overview of Requirement	Insert a text description of what is to be undertaken under cover of this SOW – provide the detail by reference to the milestones.						
Accountability Models	Please tick the single Accountability Model that shall be used under this Statement of Work: <table border="1" style="width: 100%;"> <tr> <td style="width: 33%;">Sole Accountability</td> <td style="width: 10%; text-align: center;"><input type="checkbox"/></td> <td style="width: 33%;">Self-Directed Team</td> <td style="width: 10%; text-align: center;"><input type="checkbox"/></td> <td style="width: 14%;">Rainbow Team</td> <td style="width: 10%; text-align: center;"><input type="checkbox"/></td> </tr> </table>	Sole Accountability	<input type="checkbox"/>	Self-Directed Team	<input type="checkbox"/>	Rainbow Team	<input type="checkbox"/>
Sole Accountability	<input type="checkbox"/>	Self-Directed Team	<input type="checkbox"/>	Rainbow Team	<input type="checkbox"/>		
Emergency/Backfill/Step-In Services	The Buyer confirms that the Services provided under this Statement of Work are provided on an emergency, backfill and/or step-in basis. Please tick Yes/No: <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Yes</td> <td style="width: 10%; text-align: center;"><input type="checkbox"/></td> <td style="width: 40%;">No</td> <td style="width: 10%; text-align: center;"><input type="checkbox"/></td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>		
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>				
Location/s	<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">Offshore roles are permitted under this Statement of Work</td> <td style="width: 20%; text-align: center;"><input type="checkbox"/></td> </tr> </table>	Offshore roles are permitted under this Statement of Work	<input type="checkbox"/>				
Offshore roles are permitted under this Statement of Work	<input type="checkbox"/>						

For the purposes of HMRC Off-Payroll worker legislation (IR35), The Buyer has assessed this requirement using the Tax Centre of Excellence Contracted-Out-Service or Supply of Resource Determination Tool and has determined (*strike out A or B as appropriate e.g. struck out* leaving one box clear):

A. The individual/s and/or role/s is/are deemed to be **inside the scope of HMRC IR35**. As such it is required that the individuals pay full PAYE/NI for the work undertaken and therefore must not be working for a Personal Services Company (PSC) unless via an approved umbrella organisation. The individual/s must not be a material shareholder (over 5%) within the organisation being contracted with

B. The work consists of clearly defined deliverables which must be completed within the fixed / capped time and material budget agreed for the work ahead of execution and the individual/s and/or role/s are therefore **clearly fully outside the scope of HMRC IR35**

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Call-Off Ref: C292407 Architecture Services
Order Form Attachment 1 Call-Off Spec Annex 6 Draft SOW

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2. BUYER REQUIREMENTS – DELIVERABLES	
Outcome Description	

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Order Form Attachment 1 Call-Off Spec Annex 6 Draft SOW

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3. SOW MILESTONES					
Milestone Ref.	Milestone Description	Acceptance Criteria	Buyer Dependencies	Milestone Date	Delay Payment (if applicable)
[MS01]	[Impact Assessment of Initial SOW following contract award]	[The Supplier must, on receipt of the final draft SOW content from the Buyer, complete an impact assessment ready to commence SOW mobilisation].	[Draft SoW contains sufficient information / deliverables and milestones to allow pricing / evaluation] [The Buyer makes themselves available for a call to discuss within xx hours of issue]	[Within X days of contract award, no later than 7 working days prior to contract execution]	[TBC]
[MS02]	[Mobilisation Milestone (as defined in Call Off Contract Schedule 6.1 (Implementation Plan)]	[Completion of all tasks and activities defined in the applicable Mobilisation Plan.]	[As defined in the applicable Mobilisation Plan.]	[TBC]	[TBC]

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[MS03] [Other Milestones]	[Detail to be populated]	[Detail to be populated]	[Detail to be populated]	[Detail to be populated]	[Detail to be populated]
[MS04] [Other Milestones]	[Detail to be populated]	[Detail to be populated]	[Detail to be populated]	[Detail to be populated]	[Detail to be populated]

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4. BUYER REQUIREMENTS – ADDITIONAL SOW SPECIFIC REQUIREMENTS	
SOW Mobilisation Plan	Supplier shall provide a Mobilisation plan for this SOW in accordance with Order Form Attachment 5 (Implementation Plan).
[Mobilisation Condition Precedent]	<p>[This Statement of Work is conditional upon, and shall not become effective prior to, Achievement of the Mobilisation Milestone (the "Condition Precedent").</p> <p>The Buyer may in its sole discretion at any time agree to waive compliance with the Condition Precedent.</p> <p>The Supplier shall satisfy, or procure the satisfaction of, the Condition Precedent as soon as possible. If the Condition Precedent is not satisfied within [insert] Working Days following the Mobilisation Date, unless the Condition Precedent is waived by the Buyer, this Statement of Work shall not come into effect and neither Party shall have any obligation to pay any compensation to the other Party as a result of such cessation.]</p>
Delivery Plan	The Delivery Plan is contained in the Pricing Model which is attached at Annex 1 – Financial Model. Note that the Buyer resource profile, provided as guidance, is superseded by the Suppliers offer, once signed and accepted.
Key Sub-Contractors	List of any Key Sub-Contractors
Key Staff (Buyer)	List of named key Buyer staff and their roles
Key Staff (Supplier)	List of named key Supplier staff, their roles, and email details
Security Applicable to SOW	The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have complied with 'Buyer Security Policy' and Buyer Enhanced Security Requirements in the Order Form and as specifically amended here.]

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 Order Form Attachment 1 Call-Off Spec Annex 6 Draft SOW

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4. BUYER REQUIREMENTS – ADDITIONAL SOW SPECIFIC REQUIREMENTS

Supplier and/or 3rd Party Intellectual Property	Unless specifically noted below the Supplier agrees that the Deliverables under this Statement of Work will not, in any way, be dependent on either Supplier or Supplier furnished Third Party IPR.	
	One or more Deliverables under this Statement of Work will be dependent of Supplier and/or Supplier furnished 3 rd Party IPR as detailed below	<input type="checkbox"/>
Processing Data	Unless explicitly noted below this SOW shall be covered by the arrangements contained in Order Form Attachment 2 (Processing Personal Data).	
	This Statement of Work requires specific Data Processing arrangements	<input type="checkbox"/>
Additional Standards Applicable to SOW	From the Start Date of this Statement of Work, the Supplier shall comply with the relevant (and current as of the SOW Start Date) Standards as set out in Framework Schedule 2: Services and Key Performance Indicators, and as set out in Order Form Attachment 1 (Service Description). The Buyer requires the Supplier to comply with the following additional Standards requirements for this Statement of Work: [insert]	

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5. CHARGES					
Call Off Contract Charges	<p>The applicable charging method(s) for this SOW is (check one):</p> <table border="1"> <tr> <td>Capped Time and Materials</td> <td><input type="checkbox"/></td> <td>Fixed Price</td> <td><input type="checkbox"/></td> </tr> </table> <p>The maximum value of this SOW (irrespective of the selected charging method) as detailed in the related resource / cost model (document with the same name but with (Costs) instead of (Spec)).</p> <p>The Charges detailed in the financial model shall be invoiced in accordance with the Order Form and Order Form Attachment 7.</p>	Capped Time and Materials	<input type="checkbox"/>	Fixed Price	<input type="checkbox"/>
Capped Time and Materials	<input type="checkbox"/>	Fixed Price	<input type="checkbox"/>		
Financial Model	The financial / pricing model applicable to this SOW is detailed and set out in Annex 1 to this SOW.				
Reimbursable Expenses	Expenses are not applicable to this Call-Off. Expenses should be built into the Call-Off rates provided within Order Form Attachment 7 – Pricing Mechanism and Charging Mechanism and Adjustments.				

6. VARIATIONS TO TERMS	
Statement of work specific variations to Terms	Variations to this SOW shall only be made in accordance with Framework Schedule 4 – Annex 2 Lot 1 Call Off Terms, Clause 32 – Variation and Order Form Attachment 9.

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7. TERMINATION	
Notice period for termination for convenience	<p>7.1 Without prejudice to the rights and liabilities of the Parties under Clause 19 (Termination and Expiry) of the Call-Off Terms and the Order Form, and subject to the provisions of paragraph 7.2 of this SOW below, the Buyer has the right to terminate this Statement of Work at any time without reason and without compensation or costs by giving the Supplier not less than 15 days' written notice.</p> <p>7.2 Where the Buyer exercises its rights to terminate this SOW in accordance with paragraph 7.1 above, the provisions of Clause 19.1 of the Call-Off Terms and the Order Form will apply to the termination of this SOW and the Deliverables under it in the same way such apply to termination of the Call-Off Contract under Clause 19.1 of the Call-Off Terms.</p>

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8. SIGNATURES AND APPROVALS

Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Call Off Contract Attachment 1 of the Order Form (Services Description) and incorporated into the Call-Off Contract and be legally binding on the Parties:

For and on behalf of the Supplier

Supplier signatory name:

Supplier signatory email:

Supplier Signature:

[REDACTED]

Full Name: [REDACTED]
Job Title/Role: [REDACTED]
Date Signed: 15/07/2024

For and on behalf of NHS ENGLAND (the Buyer)

Buyer signatory name:

Buyer signatory email:

Buyer Signature:

[REDACTED]

Full Name: [REDACTED]
Job Title/Role: [REDACTED]

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Order Form Attachment 1 Call-Off Spec Annex 6 Draft SOW

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ANNEX 1 – FINANCIAL MODEL

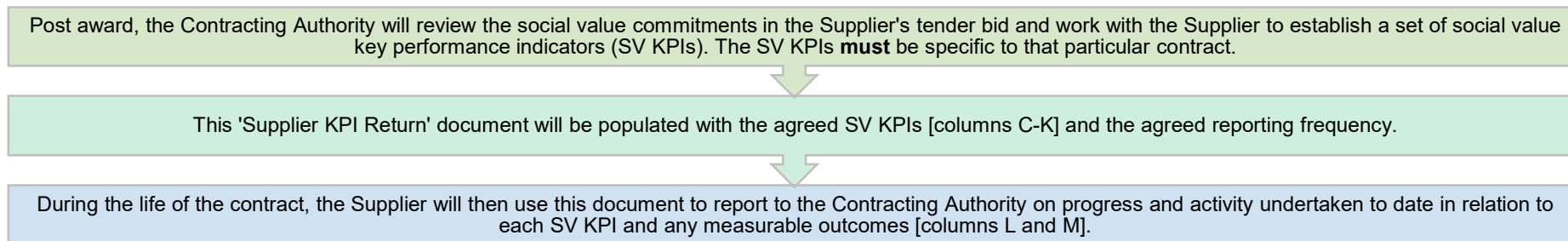
[to be inserted from combined document]

Template Version: V0.7

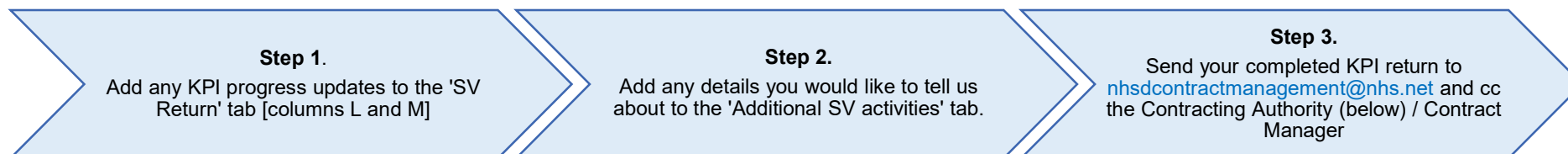
Social Value Supplier KPI Return



How to use this document:



Instructions to Suppliers - How to submit your KPI Return:



Contract information:

Supplier Name	
Supplier Ref (Atamis)	
Contract Title	
Atamis Contract (Project) Ref	
Atamis Contract Ref	
Contract Start Date	

Contract End Date	
Contracting Authority: Contact Name	
Contracting Authority: Contact Email	
Supplier: Contact Name	
Supplier: Contact Email	
Agreed submission frequency	
Date of latest KPI return	

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Call Off Contract: C292407 Architecture Services

Order Form Annex 1 Call Off Terms

(FRAMEWORK SCHEDULE 4 – ANNEX 2)

RM6100 TECHNOLOGY SERVICES 3

LOT 1 CALL OFF TERMS

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Call Off Contract: C292407 Architecture Services

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Call Off Contract: C292407 Architecture Services

1. DEFINITIONS

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

2. INTERPRETATION

- 2.1 In this Contract, unless the context otherwise requires:
- 2.1.1 the singular includes the plural and vice versa;
 - 2.1.2 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 2.1.3 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 2.1.4 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
 - 2.1.5 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form and expressions referring to writing shall be construed accordingly;
 - 2.1.6 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of this Contract and references in any Schedule to paragraphs, parts, annexes and tables are, unless otherwise provided, references to the paragraphs, parts, annexes and tables of the Schedule or the part of the Schedule in which the references appear;
 - 2.1.7 the headings in this Contract are for ease of reference only and shall not affect the interpretation or construction of this Contract; and
 - 2.1.8 any reference which immediately before Exit Day was a reference to (as it has effect from time to time):
 - (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

Call Off Contract: C292407 Architecture Services

- (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred.

2.2 In the event and to the extent only of a conflict between the Order Form, these Call-Off Terms and the provisions of the Framework, the conflict shall be resolved in accordance with the following descending order of precedence:

- 2.2.1 the Framework, except Framework Schedule 18 (Tender);
- 2.2.2 the Order Form (including Attachments);
- 2.2.3 these Call-Off Terms; and
- 2.2.4 Framework Schedule 18 (Tender).

2.3 Where Framework Schedule 18 (Tender) contains provisions which are more favourable to the Buyer in relation to this Contract such provisions of the Tender (as applicable) shall prevail. The Buyer shall in its absolute and sole discretion determine whether any provision in the Tender and/or this Contract is more favourable to it in this context.

3. **WARRANTIES AND REPRESENTATIONS**

3.1 The Supplier warrants and represents that:

- 3.1.1 it has full capacity and authority to enter into and to perform this Contract and this Contract is executed by its authorised representative;
- 3.1.2 it is a legally valid and existing organisation incorporated in the place it was formed;
- 3.1.3 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform this Contract;
- 3.1.4 it maintains all necessary rights, authorisations, licences and consents to perform its obligations under this Contract;
- 3.1.5 it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform this Contract;
- 3.1.6 it is not impacted by an Insolvency Event; and
- 3.1.7 all statements made and documents submitted by the Supplier as part of the procurement of the Services and Deliverables under this Contract are true and accurate.

Call Off Contract: C292407 Architecture Services

4. CONTRACT PERIOD

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

5. PROVISION AND RECEIPT OF THE SERVICES AND DELIVERABLES

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

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- 5.12 The Supplier must adopt a policy of continuous improvement in relation to the Services, which must include regular reviews with the Buyer of the Services and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Services. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.

6. SUPPLIER PERSONNEL**Supplier Personnel**

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

and the Supplier shall comply with any such notice.

Key Supplier Personnel

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

7. STANDARDS

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

8. BUYER PREMISES

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

9. BUYER PROPERTY

- 9.1 Without prejudice to Clause 5.5, any Buyer Property provided by the Buyer for the purposes of this Contract shall remain the property of the Buyer and shall be used by the Supplier and the Supplier Personnel only for the purpose of carrying out their obligations under this Contract. Such Buyer Property shall be returned promptly to the Buyer on expiry or termination of this Contract.
- 9.2 The Supplier shall ensure the security of all the Buyer Property whilst in its possession, either on the Sites or elsewhere during the provision of the Services, in accordance with the Security Policy, or in the absence of such policy, the Buyer's reasonable security requirements notified to the Supplier from time to time.
- 9.3 The Supplier shall be liable to the Buyer for all loss of or damage to the Buyer Property (other than deterioration resulting from normal and proper use) caused by the Supplier or any Supplier Personnel. Buyer Property supplied by the Buyer shall be deemed to be in a good condition when received by the Supplier or relevant Supplier Personnel unless the Buyer is notified otherwise in writing within five (5) Working Days of receipt of such Buyer Property.

10. CHARGES, PAYMENT AND INVOICING

- 10.1 In consideration of the Supplier carrying out its obligations under this Contract, including the provision of the Services and Deliverables, the Buyer shall pay the undisputed Charges.
- 10.2 The Charges for Services and Deliverables payable by the Buyer during the Contract Period shall be calculated using the relevant pricing information, payment profile, invoicing

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frequency, invoicing information and payment method set out or referred to in the Order Form and Framework Schedule 3 (Framework Prices and Charging Structure) as these apply to the relevant Services and Deliverables. Where Charges are expressed in the Order Form to be payable based on milestones, the Supplier shall only be entitled to invoice the Buyer upon receipt of the Buyer's written confirmation that the relevant milestone has been achieved.

- 10.3 The Supplier shall invoice the Charges to the Buyer in accordance with this Clause 10 and the Order Form and the Buyer shall pay all sums properly due and payable to the Supplier within thirty (30) days of receipt of a valid invoice using the payment method specified in the Order Form. The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.
- 10.4 Where the Supplier enters into a Sub-Contract wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract the Supplier shall pay any undisputed sums which are due from the Supplier to the relevant Sub-Contractor, under that Sub-Contract within thirty (30) days from the receipt of a valid invoice. If the Supplier fails to comply with this Clause 10.4, the Buyer may publish the details of the late payment or non-payment.
- 10.5 Unless otherwise agreed in the Order Form, the Charges include all costs and expenses relating to the Services and Deliverables and no further amounts shall be payable by the Buyer to the Supplier in respect of such Services and Deliverables.
- 10.6 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate (with visibility of the amount as a separate line item) as applicable and paid by the Buyer following delivery of a valid invoice.
- 10.7 The Buyer may retain or set off any amount owed to it by the Supplier (including any Buyer's Existing Entitlement) against any amount due to the Supplier under this Contract or under any other agreement between the Supplier and the Buyer.
- 10.8 If the Buyer wishes to exercise its right pursuant to Clause 10.7 it shall give notice to the Supplier, setting out the Buyer's reasons for retaining or setting off the relevant Charges.

11. INCOME TAX AND NATIONAL INSURANCE CONTRIBUTIONS

- 11.1 Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Contract, the Supplier shall:
 - 11.1.1 at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 (including IR35) and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; and
 - 11.1.2 indemnify the Buyer against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made (whether before or after the making of a demand pursuant to the indemnity hereunder) in connection with the provision of the Services and/or Deliverables by the Supplier or any Supplier Personnel.

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- 11.2 In the event that any one of the Supplier Personnel is a Worker who receives consideration relating to the Services and/or Deliverables, then, in addition to its obligations under Clause 11.1 the Supplier shall ensure that its contract with the Worker contains the following requirements:
- 11.2.1 that the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates how the Worker complies with the requirements of Clause 11.1, or why those requirements do not apply to it. In such case, the Buyer may specify the information which the Worker must provide and the period within which that information must be provided;
- 11.2.2 that the Worker's contract may be terminated at the Buyer's request if:
- (a) the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer; or
- (b) the Worker provides information which the Buyer considers is inadequate to demonstrate how the Worker complies with Clause 11.1 or confirms that the Worker is not complying with those requirements;
- 11.2.3 that the Buyer may supply any information it receives from the Worker to HMRC for the purpose of the collection and management of revenue for which they are responsible.

12. LIABILITIES

- 12.1 Each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) shall not exceed the greater of one million pounds (£1,000,000) (or such greater sum (if any) as may be specified in the Order Form) or one hundred and fifty per cent (150%) of the Charges paid and/or due to be paid in that Contract Year.
- 12.2 Neither Party is liable to the other for:
- 12.2.1 any indirect Losses; or
- 12.2.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 12.3 Notwithstanding Clauses 12.1 and 12.2, neither Party limits or excludes:
- 12.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors;
- 12.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
- 12.3.3 any liability that cannot be excluded or limited by Law; or
- 12.3.4 in respect of the Supplier only, its liability pursuant to the indemnities in Clauses 6.2.5, 11.1.2 and 13.7.
- 12.4 Notwithstanding Clause 12.1 but subject to Clause 12.2, the Supplier's liability in respect of Losses arising from a breach of the Data Protection Legislation that is caused by the Supplier's Default shall in no event exceed in aggregate ten million pounds (£10,000,000).

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- 12.5 Each Party must use all reasonable endeavours to mitigate any Losses which it suffers under or in connection with this Contract, including any indemnities.
- 12.6 When calculating the Supplier's liability under Clause 12.1 any items specified in Clause 12.4 will not be taken into consideration.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 Neither Party shall acquire any right, title or interest in or to the Existing IPR of the other Party or its licensors. Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 13.2 The Supplier grants to the Buyer a royalty-free, non-exclusive, perpetual, irrevocable, transferable licence to use and sub-licence the Supplier's Existing IPR for any purpose relating to the Services and/or receipt and use of the Deliverables or for any purpose relating to the exercise of the Buyer's business or function.
- 13.3 Any New IPR shall vest in the Buyer. The Supplier assigns to the Buyer with full guarantee (or shall procure from the first owner the assignment to the Buyer), title to and all rights and interest in the New IPR. The assignment under this Clause 13.3 shall take effect as a present assignment of future rights that will take effect immediately on the coming into existence of the relevant New IPR and the Supplier shall promptly execute all such assignments as are required to ensure that any rights in the New IPR are properly transferred to the Buyer.
- 13.4 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer's Existing IPR and New IPR solely to the extent necessary for providing the Services in accordance with this Contract, including (but not limited to) the right to grant sub-licences to Sub-Contractors provided that:
- 13.4.1 any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on substantially the same terms as set out in Clause 22 (Confidentiality); and
- 13.4.2 the Supplier shall not and shall procure that any relevant Sub-Contractor shall not, without the Buyer's written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Buyer.
- 13.5 The Supplier waives (and shall procure that each of the Supplier Personnel shall waive) any moral rights which it is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, to the extent such rights arise.
- 13.6 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.
- 13.7 The Supplier shall, during and after the Contract Period, on written demand, indemnify the Buyer against all Losses incurred by, awarded against or agreed to be paid by the Buyer (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim.
- 13.8 If an IPR Claim is made, or the Supplier anticipates that an IPR Claim might be made, the Supplier must, at its own expense and the Buyer's sole option, either:

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- 13.8.1 obtain for the Buyer the right to continue using the relevant item which is subject to the IPR Claim; or
- 13.8.2 replace or modify the relevant item which is subject to the IPR Claim with non-infringing substitutes without adversely affecting the functionality or performance of such item.

14. PUBLICITY AND BRANDING

- 14.1 The Supplier shall not, and shall take all reasonable steps to ensure the Supplier Personnel do not, make any press announcements or publicise this Contract or any part of it in any way nor use the Buyer's name or brand in any promotion or marketing or announcement of orders, without the Buyer's prior written approval (the decision of the Buyer to approve or not shall not be unreasonably withheld or delayed).
- 14.2 Each Party acknowledges to the other that nothing in this Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party (including the Services and Deliverables) and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

15. SECURITY REQUIREMENTS

- 15.1 The Supplier shall, and shall procure that all Supplier Personnel shall, comply with the Buyer's the Security Policy, or in the absence of such policy, the Buyer's reasonable security requirements notified to the Supplier from time to time.
- 15.2 Without prejudice to Clause 15.1, where the Supplier (and any Supplier Personnel) have access to the Buyer System then the Supplier shall, and shall procure that all Supplier Personnel shall, comply with the Buyer's enhanced security requirements (which may include compliance with the Buyer's ICT policy) set out in the Order Form (if any).
- 15.3 Where a Buyer has notified the Supplier that the award of this Contract by the Buyer shall be conditional upon the Supplier having an accredited security facility and a number of UK national security cleared personnel, the Supplier shall have:
 - 15.3.1 (or be willing obtain within such period as agreed between the Parties) an accredited secure facility environment in accordance with HMG Security Policy Framework May 2018 and/or any future variations to the policy, (commonly referred to as List X). Further information on List X accreditation can be found at: <https://www.gov.uk/government/publications/security-policy-framework>; and
 - 15.3.2 a number of UK national security cleared personnel prior to the Commencement Date.
- 15.4 If the Supplier fails to comply with Clause 15.3 above, then without prejudice to the Buyer's other rights and remedies (if any), the Buyer shall be entitled to terminate this Contract for material Default in accordance with Clause 19.2.

16. RECORDS AND AUDIT

- 16.1 The Supplier will maintain full and accurate records, documents and accounts, using Good Industry Practice and generally accepted accounting principles, of the:

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- 16.1.1 operation of this Contract and the Services and/or Deliverables provided under it (including any Sub-Contracts); and
 - 16.1.2 amounts paid by the Buyer under this Contract.
 - 16.2 The Supplier's records and accounts will be kept until the latest of the following dates:
 - 16.2.1 7 years after the date of termination or expiry of this Contract; or
 - 16.2.2 another date agreed between the Parties.
 - 16.3 The Supplier will allow representatives of the Buyer, the Comptroller and Auditor General and their staff, any appointed representatives of the National Audit Office, HM Treasury, the Cabinet Office and any successors or assigns of any of the above, access to the records, documents, account information and Supplier premises as may be required by them and subject to reasonable and appropriate confidentiality undertakings, to:
 - 16.3.1 verify that the Supplier is complying with the terms of this Contract, including the accuracy of the Charges;
 - 16.3.2 inspect the integrity, confidentiality and security of Personal Data;
 - 16.3.3 review and verify any books of accounts kept by the Supplier in connection with the provision of the Services and Deliverables only for the purposes of auditing the Charges under this Contract;
 - 16.3.4 review and verify any other aspect of the delivery of the Services and provision of the Deliverables including to review compliance with any Law; and
 - 16.3.5 review any records about the Supplier's performance of the Services and to verify that these reflect the Supplier's own internal reports and records.
 - 16.4 Subject to any confidentiality obligations, the Supplier will provide all audit information within scope and give auditors access to Supplier Personnel and in each case without undue delay.
 - 16.5 The Buyer will use reasonable endeavours to ensure that any audit does not unreasonably disrupt the Supplier, but the Supplier accepts that control over the conduct of audits carried out by the auditors is outside of the Buyer's control.
 - 16.6 Each Party is responsible for its own costs incurred in respect of its compliance with the audit obligations in this Clause 16, save that the Supplier will reimburse the Buyer its reasonable audit costs if the audit reveals a material Default.
17. **INSURANCE**
- 17.1 Without limitation to the generality of Clause 17.2, the Supplier shall ensure that it maintains the policy or policies of insurance referred to in the Order Form.
 - 17.2 Notwithstanding the benefit to the Buyer of the policy or policies of insurance referred to in Framework Schedule 14 (Insurance Requirements), the Supplier shall effect and maintain any such further policy or policies of insurance or extensions to such existing policy or policies of insurance procured by under the Framework in respect of all risks which may be incurred by the Supplier arising out of its performance of its obligations under this Contract.

18. PROTECTION OF PERSONAL DATA

- 18.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor unless otherwise specified in the Schedule of Processing, Personal Data and Data Subjects. The only processing that the Supplier is authorised to do is listed in the Schedule of Processing, Personal Data and Data Subjects by the Buyer and may not be determined by the Supplier.
- 18.2 The Supplier shall notify the Buyer immediately if it considers that any of the Buyer's instructions infringe the Data Protection Legislation.
- 18.3 The Supplier shall provide all reasonable assistance to the Buyer in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Buyer, include:
- 18.3.1 a systematic description of the envisaged processing operations and the purpose of the Processing;
 - 18.3.2 an assessment of the necessity and proportionality of the Processing operations in relation to the Services;
 - 18.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 18.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 18.4 The Supplier shall, in relation to any Personal Data Processed in connection with its obligations under this Contract:
- 18.4.1 Process that Personal Data only in accordance with the Schedule of Processing, Personal Data and Data Subjects, unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Buyer before Processing the Personal Data unless prohibited by Law;
 - 18.4.2 ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Buyer may reasonably reject (but failure to reject shall not amount to approval by the Buyer of the adequacy of the Protective Measures), having taken account of the:
 - (a) nature of the data to be protected;
 - (b) harm that might result from a Data Loss Event;
 - (c) state of technological development; and
 - (d) cost of implementing any measures;
 - 18.4.3 ensure that:
 - (a) the Supplier Personnel do not Process Personal Data except in accordance with this Contract (and in particular the Schedule of Processing, Personal Data and Data Subjects);

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- (b) it takes all reasonable steps to ensure the reliability and integrity of any of the Supplier Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Supplier's duties under this Clause;
 - (ii) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Buyer or as otherwise permitted by this Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- 18.4.4 not transfer Personal Data outside to a Restricted Country unless the prior written consent of the Buyer has been obtained and the following conditions are fulfilled:
 - (a) the Buyer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37 as relevant) as determined by the Buyer;
 - (b) the Data Subject has enforceable rights and effective legal remedies;
 - (c) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Buyer in meeting its obligations);
 - (d) the Supplier complies with any reasonable instructions notified to it in advance by the Buyer with respect to the processing of the Personal Data; and
 - (e) in respect of any Processing in, or transfer of Personal Data to, any Restricted Country permitted in accordance with this Clause 18.4.4, the Supplier shall, when requested by the Buyer, promptly enter into an agreement with the Buyer including or on such provisions as the Standard Contractual Clauses and/or such variation as a regulator or the Buyer might require which terms shall, in the event of any conflict, take precedence over those in this Clause 18, and the Supplier shall comply with any reasonable instructions notified to it in advance by the Buyer with respect to the transfer of the Personal Data; and
- 18.4.5 at the written direction of the Buyer, delete or return Personal Data (and any copies of it) to the Buyer on termination of this Contract unless the Supplier is required by Law to retain the Personal Data.
- 18.5 Subject to Clause 18.5, the Supplier shall notify the Buyer immediately if in relation to it Processing Personal Data under or in connection with this Contract it:

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- 18.5.1 receives a Data Subject Request (or purported Data Subject Request);
 - 18.5.2 receives a request to rectify, block or erase any Personal Data;
 - 18.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation; or
 - 18.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - 18.5.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 18.5.6 becomes aware of a Data Loss Event.
- 18.6 The Supplier's obligation to notify under Clause 18.5 shall include the provision of further information to the Buyer in phases, as details become available.
- 18.7 Taking into account the nature of the processing, the Supplier shall provide the Buyer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 18.5 (and insofar as possible within the timescales reasonably required by the Buyer) including by promptly providing:
- 18.7.1 the Buyer with full details and copies of the complaint, communication or request;
 - 18.7.2 such assistance as is reasonably requested by the Buyer to enable the Buyer to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - 18.7.3 the Buyer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 18.7.4 assistance as requested by the Buyer following any Data Loss Event; and
 - 18.7.5 assistance as requested by the Buyer with respect to any request from the Information Commissioner's Office, or any consultation by the Buyer with the Information Commissioner's Office.
- 18.8 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 18.
- 18.9 The Supplier shall allow for audits of its Processing activity by the Buyer or the Buyer's designated auditor or representative.
- 18.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 18.11 Before allowing any Sub-processor to Process any Personal Data related to this Contract, the Supplier must:
- 18.11.1 notify the Buyer in writing of the intended Sub-processor and processing;

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- 18.11.2 obtain the written consent of the Buyer;
- 18.11.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 18 such that they apply to the Sub-processor; and
- 18.11.4 provide the Buyer with such information regarding the Sub-processor as the Buyer may reasonably require.
- 18.12 The Supplier shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 18.13 The Buyer may, at any time on not less than thirty (30) Working Days' notice, revise this Clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by Attachment to this Contract).
- 18.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance, codes of practice, codes of conduct, regulatory guidance, standard clauses or any other related laws arising from the GDPR.

19. TERMINATION AND EXPIRY**Buyer Termination Rights**

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

Supplier Termination Rights

- 19.5 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate this Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

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- 19.6 The Supplier shall continue to perform all of its obligations under this Contract and shall not suspend the provision of the Services for failure of the Buyer to pay undisputed sums of money (whether in whole or in part).

Partial Termination and Suspension

- 19.7 Where the Buyer has the right to terminate this Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends this Contract it can provide the Services and/or Deliverables itself or buy them from a third party.
- 19.8 The Buyer can only partially terminate or suspend this Contract if the remaining parts of this Contract can still be used to effectively deliver the intended purpose. The Parties must agree any necessary variation required by Clause 19.7 in accordance with Clause 32.1, but the Supplier may not either:
- 19.8.1 reject the variation;
 - 19.8.2 increase the Charges, except where the right to partial termination is under Clause 19.1.
- 19.9 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 19.7.

20. CONSEQUENCES OF TERMINATION AND EXPIRY AND EXIT MANAGEMENT

- 20.1 Even if a notice has been served to terminate this Contract, unless otherwise notified by the Buyer, the Supplier must continue to provide the Services and Deliverables until the dates set out in the notice and as necessary to comply with this Clause 20.
- 20.2 Expiry or termination of this Contract will not affect:
- 20.2.1 any rights, remedies or obligations accrued before its termination or expiry (as applicable); and
 - 20.2.2 the right of either Party to recover any amount outstanding at the time of termination or expiry (as applicable).
- 20.3 Upon termination or expiry of this Contract:
- 20.3.1 the rights and obligations of the Parties under this Contract will cease, except those continuing provisions identified in Clause 20.4;
 - 20.3.2 the Buyer will pay any outstanding Charges properly due to the Supplier;
 - 20.3.3 the Supplier will:
 - (a) promptly return all Buyer Property in the possession, custody or control of the Supplier or the Supplier Personnel to the Buyer;
 - (b) at no additional cost, promptly deliver all Deliverables (whether or not then complete) to the Buyer in accordance with any reasonable instructions given by the Buyer;

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- (c) where the Buyer terminates this Contract under Clause 19.2, at no additional cost, co-operate fully in the handover (if any) and re-procurement (including to a replacement supplier);
- (d) within 10 Working Days of the termination or expiry date, return to the Buyer on a pro rata basis any sums paid in advance for Services and/or Deliverables due to be provided by the Supplier under this Contract for any period post the termination or expiry date (as applicable);

20.3.4 each Party will promptly either:

- (a) return all copies of the other's Confidential Information in such Party's custody, possession or control unless there is a legal requirement to keep it or this Contract states otherwise; or
- (b) (where the other Party has given its prior written consent to its destruction) destroy the other Party's Confidential Information and confirm its destruction to the reasonable satisfaction of the other Party.

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

21. APPOINTMENT OF SUB-CONTRACTORS

21.1 The Supplier shall exercise due skill and care in the selection and appointment of any Sub-contractors to ensure that the Supplier is able to:

- 21.1.1 manage any Sub-contractors in accordance with Good Industry Practice; and
- 21.1.2 comply with its obligations under this Contract in the delivery of the Services and provision of the Deliverables.

21.2 Prior to sub-contracting any of its obligations under this Contract, the Supplier shall notify the Buyer in writing of:

- 21.2.1 the proposed Sub-Contractor's name, registered office and company registration number;
- 21.2.2 the scope of any Services to be provided by the proposed Sub-Contractor; and
- 21.2.3 where the proposed Sub-Contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Buyer that the proposed Sub-Contract has been agreed on "arm's-length" terms.

21.3 If requested by the Buyer within 10 Working Days of receipt of the Supplier's notice issued pursuant to Clause 21.2, the Supplier shall also provide:

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- 21.3.1 a copy of the proposed Sub-Contract; and
 - 21.3.2 any further information reasonably requested by the Buyer.
- 21.4 The Buyer may, within 10 Working Days of receipt of the Supplier's notice issued pursuant to Clause 21.2 (or, if later, receipt of any further information requested pursuant to Clause 21.3), object to the appointment of the relevant Sub-Contractor if it considers that:
 - 21.4.1 the appointment of a proposed Sub-Contractor may prejudice the provision of the Services and/or may be contrary to the interests of the Buyer;
 - 21.4.2 the proposed Sub-Contractor is unreliable and/or has not provided reasonable services to its other customers; and/or
 - 21.4.3 the proposed Sub-Contractor employs unfit persons;in which case, the Supplier shall not proceed with the proposed appointment.
- 21.5 If:
 - 21.5.1 the Buyer has not notified the Supplier that it objects to the proposed Sub-Contractor's appointment by the later of 10 Working Days of receipt of:
 - (a) the Supplier's notice issued pursuant to Clause 21.2; and
 - (b) any further information requested by the Buyer pursuant to Clause 21.3; and
 - 21.5.2 the proposed Sub-Contract is not a Key Sub-Contract (which shall require the written consent of CCS and the Buyer in accordance with Clause 22 (Appointment of Key Sub-contractors),the Supplier may proceed with the proposed appointment.
- 21.6 The Supplier shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.

22. APPOINTMENT OF KEY SUB-CONTRACTORS

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

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- 22.2.3 the proposed Key Sub-Contractor employs unfit persons.
- 22.3 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
- 22.3.1 provisions which will enable the Supplier to discharge its obligations under this Contract;
- 22.3.2 a right under CRTPA for the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Buyer;
- 22.3.3 a provision enabling the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
- 22.3.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Buyer;
- 22.3.5 obligations no less onerous on the Key Sub-Contractor than those imposed on the Supplier under this Contract in respect of:
- (a) the data protection requirements set out in Clause 18 (Data Protection);
- (b) the FOIA requirements set out in Clause 24 (Transparency and FOIA);
- (c) the keeping of records in respect of the services being provided under the Key Sub-Contract; and
- (d) the conduct of audits set out in Clause 16 (Records and Audit);
- 22.3.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Buyer under Clauses 19 and 20 of this Contract; and
- 22.3.7 a provision restricting the ability of the Key Sub-Contractor to sub-contract all or any part of the provision of the Services provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Buyer.
23. **CONFIDENTIALITY**
- 23.1 For the purposes of this Clause 23, the term “**Disclosing Party**” shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and “**Recipient**” shall mean the Party which receives or obtains directly or indirectly Confidential Information.
- 23.2 Except to the extent set out in this Clause 23 or where disclosure is expressly permitted elsewhere in this Contract, the Recipient shall:
- 23.2.1 treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials); and
- 23.2.2 not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Contract or without obtaining the owner's prior written consent;
- 23.2.3 not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Contract; and

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

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

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

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

- 23.9 Transparency Information is not Confidential Information.

24. **TRANSPARENCY AND FOIA**

Transparency

- 24.1 Without prejudice to the Supplier's reporting requirements set out in this Contract, within three (3) months of the Commencement Date the Supplier shall submit to the Buyer for approval (such approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in Attachment 3 of the Order Form.
- 24.2 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 24.3 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in Attachment 3 of the Order Form.

FOIA

- 24.4 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.
- 24.5 Within the required timescales the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
 - 24.5.1 publish the Transparency Information;
 - 24.5.2 comply with any Freedom of Information Act (FOIA) request; and
 - 24.5.3 comply with any Environmental Information Regulations (EIR) request.

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

25. **WAIVER**

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

26. **INVALIDITY**

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

27. **RELATIONSHIP OF THE PARTIES**

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

28. **PREVENTING FRAUD BRIBERY AND CORRUPTION**

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

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- 28.3 The Supplier must immediately notify the Buyer if it becomes aware of any breach of Clauses 28.1 and 28.2 or has any reason to think that it, or any of the Supplier Personnel, has either:
- 28.3.1 been investigated or prosecuted for an alleged Prohibited Act;
 - 28.3.2 been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
 - 28.3.3 received a request or demand for any undue financial or other advantage of any kind related to the Framework or any contract entered into under the Framework; or
 - 28.3.4 suspected that any person or Party directly or indirectly related to the Framework or any contract entered into under the Framework has committed or attempted to commit a Prohibited Act.
- 28.4 If the Supplier notifies the Buyer as required by Clause 28.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the audit of any books, records and relevant documentation.
- 28.5 In any notice the Supplier gives under Clause 28.4 it must specify the:
- 28.5.1 Prohibited Act;
 - 28.5.2 identity of the Party who it thinks has committed the Prohibited Act; and
 - 28.5.3 action it has decided to take.

29. EQUALITY, DIVERSITY AND HUMAN RIGHTS

- 29.1 The Supplier must follow all applicable equality Law when it performs its obligations under this Contract, including:
- 29.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
 - 29.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.
- 29.2 The Supplier must take all necessary steps, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

30. CORPORATE SOCIAL RESPONSIBILITY**Supplier Code of Conduct**

- 30.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government. (https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)

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30.2 The Buyer that the Supplier and its Sub-Contractors will:

30.2.1 meet the standards set out in that Code;

30.2.2 comply with the standards set out in this Clause 30; and

30.2.3 comply with any such additional corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

Equality and Accessibility

30.3 In addition to legal obligations, the Supplier shall support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under this Contract in a way that seeks to:

30.3.1 eliminate discrimination, harassment or victimisation of any kind; and

30.3.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

Modern Slavery, Child Labour and Inhumane Treatment

30.4 The Supplier:

30.4.1 shall not use, nor allow its Sub-Contractors to use forced, bonded or involuntary prison labour;

30.4.2 shall not require any Supplier Personnel to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;

30.4.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;

30.4.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world;

30.4.5 shall make reasonable enquires to ensure that its officers, employees and Sub-Contractors have not been convicted of slavery or human trafficking offenses anywhere around the world;

30.4.6 shall have and maintain throughout the Contract Period its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Sub-Contractors anti-slavery and human trafficking provisions;

30.4.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under this Contract;

30.4.8 shall prepare and deliver to the Buyer, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human

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trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Clause 30.4;

- 30.4.9 shall not use, nor allow its employees or Sub-Contractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Sub-Contractors;
- 30.4.10 shall not use or allow child or slave labour to be used by its Sub-Contractors;
- 30.4.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Sub-Contractors to the Buyer and Modern Slavery Helpline.

Income Security

30.5 The Supplier shall:

- 30.5.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 30.5.2 ensure that all Supplier Personnel are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
- 30.5.3 ensure that all workers shall be provided with written and understandable information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 30.5.4 not make deductions from wages:
 - (a) as a disciplinary measure;
 - (b) except where permitted by law; or
 - (c) without expressed permission of the worker concerned;
- 30.5.5 record all disciplinary measures taken against Supplier Personnel; and
- 30.5.6 ensure that Supplier Personnel are engaged under a recognised employment relationship established through national law and practice.

Working Hours

30.6 The Supplier shall:

- 30.6.1 ensure that the working hours of Supplier Personnel comply with national laws, and any collective agreements;
- 30.6.2 that the working hours of Supplier Personnel, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- 30.6.3 ensure that use of overtime used responsibly, taking into account:
 - (a) the extent;

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(b) frequency; and

(c) hours worked;

by individuals and by the Supplier Personnel as a whole;

30.7 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Clause 30.8 below.

30.8 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

30.8.1 this is allowed by national law;

30.8.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;

30.8.3 appropriate safeguards are taken to protect the workers' health and safety; and

30.8.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

30.9 All Supplier Personnel shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

Sustainability

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

31. ASSIGNMENT

31.1 The Supplier cannot assign this Contract without the Buyer's written consent.

31.2 The Buyer can assign, novate or transfer this Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.

32. VARIATION

32.1 Either Party may request a variation to this Contract provided that such variation does not amount to a material change of this Contract within the meaning of the Regulations and the Law. Such a change will only be effective if agreed in writing and signed by both Parties.

32.2 For 101(5) of the Regulations, if the Court declares any change to this Contract ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of this Contract as they existed immediately prior to that change and as if the Parties had never entered into that change.

33. FORCE MAJEURE

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

34. NOTICES

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

35. ENTIRE AGREEMENT AND THIRD PARTY RIGHTS

- 35.1 This Contract constitutes the entire agreement between the Parties in respect of the matter and supersedes and extinguishes all prior negotiations, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral. Neither Party has been given, nor entered into this Contract in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Contract. Nothing in this Clause 35.1 shall exclude any liability in respect of misrepresentations made fraudulently.
- 35.2 A person who is not a Party to this Contract has no right under the CRTPA to enforce any term of this Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

36. CONFLICTS OF INTEREST

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

37. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

- 37.1 This Contract and any Disputes shall be governed by and construed in accordance with the laws of England and Wales.
- 37.2 In the event of a Dispute arising out of or in connection with this Contract senior representatives of the Parties who have authority to settle the dispute shall, within twenty (20) Working Days of receipt of a written request from the Party raising the Dispute, meet in good faith to resolve the Dispute.
- 37.3 If after (20) Working Days of escalation under Clause 37.2 the Dispute remains unresolved the Parties may decide to settle it by mediation using the CEDR Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved pursuant to Clause 37.4.
- 37.4 The Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
 - 37.4.1 determine the Dispute;
 - 37.4.2 grant interim remedies; and
 - 37.4.3 grant any other provisional or protective relief.

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SCHEDULE 1 DEFINITIONS

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

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

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Commercially Sensitive Information	the Confidential Information listed in the Framework or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss
Confidential Information	<p>means the Buyer's confidential information and/or the Supplier's confidential information, as the context requires, but not including any information which:</p> <ul style="list-style-type: none"> (a) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party; (b) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient; (c) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Contract or breach of a duty of confidentiality; or (d) was independently developed without access to the Confidential Information
Conflict of Interest	a conflict between the financial or personal duties of the Supplier or the Supplier's staff and the duties owed to the Buyer under this Contract, in the reasonable opinion of the Buyer
Contract	<p>means the contract between the Buyer and the Supplier (entered into pursuant to the terms of the Framework) consisting of:</p> <ul style="list-style-type: none"> a) the Order Form; and b) the Call-Off Terms
Contract Period	means the duration of this Contract as specified in the Order Form
Contract Value	means the higher of the actual or expected total Charges paid or payable under this Contract where all obligations are met by the Supplier
Contract Year	means a consecutive period of twelve (12) Months commencing on the Commencement Date or each anniversary thereof
Control	means control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly
Controller	has the meaning given to it in the GDPR
Crown Body	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf
CRTPA	means the Contracts (Rights of Third Parties) Act 1999
Data Loss Event	means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach
Data Protection Impact Assessment	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data

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Data Protection Legislation	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy
Data Protection Officer	has the meaning given to it in the GDPR
Data Subject	has the meaning given to it in the GDPR
Data Subject Request	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data
Default	means any breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) or any other default, act, omission, misrepresentation, negligence or negligent statement of the Supplier or its personnel in connection with or in relation to this Contract or the subject matter of this Contract and in respect of which the Supplier is liable to the Buyer
Deliverables	means any item or feature in the supply of Services delivered or to be delivered by the Supplier to the Buyer in accordance with this Contract as specified in the Order Form
Dispute	means any claim, dispute or difference arises out of or in connection with this Contract (whether contractual or non contractual) or in connection with the negotiation, existence, legal validity, enforceability or termination of this Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts
DPA 2018	means the Data Protection Act 2018
EIR	the Environmental Information Regulations 2004
Electronic Invoice	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870
Exit Day	shall have the meaning in the European Union (Withdrawal) Act 2018
Existing IPR	means any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Commencement Date or otherwise)
FOIA	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
Force Majeure Event	means any event, occurrence, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations (except those events, occurrences, circumstances, matters or causes which are attributable to any wilful act, neglect or failure to take reasonable preventative action by the relevant Party) arising from: <ul style="list-style-type: none"> a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under this Contract;

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	<ul style="list-style-type: none"> b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; c) acts of a Crown Body, local government or regulatory bodies; d) fire, flood or any disaster; or e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: <ul style="list-style-type: none"> i) any industrial dispute relating to the Supplier, the Supplier Personnel (including any subsets of them) or any other failure in the Supplier or the Sub-Contractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds
Force Majeure Notice	means a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event
Framework	means the framework agreement reference RM6100 between the Supplier and CCS
GDPR	the General Data Protection Regulation (Regulation (EU) 2016/679)
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 particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf
Insolvency Event	<p>means, in respect of the Supplier:</p> <ul style="list-style-type: none"> a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or b) 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 c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or e) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or

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	<p>h) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction</p>
Intellectual Property Rights or IPR	<p>means:</p> <p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>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</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction</p>
IPR Claim	means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Buyer in the fulfilment of its obligations under this Contract
Key Sub-Contract	means each Sub-Contract with a Key Sub-Contractor
Key Sub-Contractor	<p>means any Sub-Contractor:</p> <p>a) listed as such in the Order Form;</p> <p>b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Services and/or Deliverables; and/or</p> <p>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Contract.</p>
Know-How	means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services but excluding know-how already in the other Party's possession before the Commencement Date;
Law	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply
LED	means the Law Enforcement Directive (Directive (EU) 2016/680)
Losses or Loss	means all losses, liabilities, damages, costs, fines, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise
Modern Slavery Helpline	means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at

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	https://www.modernslaveryhelpline.org/report or by telephone on 08000 121 700
New IPR	<p>means:</p> <p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the Contract and updates and amendments of these items; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under the Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR</p>
Order	means the order placed by the Buyer with the Supplier for the provision of the Services and/or Deliverables in accordance with the Framework and under the terms of this Contract
Order Form	means the form (based on the template included at Annex 1 to Framework Schedule 4 (Template Order Form and Template Call-Off Terms)) together with any Attachments, as completed and forming part of this Contract, which contains details of an Order together with other information in relation to such Order, including the description of the Services to be provided
Party	means a party to this Contract, namely either the Buyer or the Supplier (together the " Parties ")
Personal Data	has the meaning given to it in the GDPR
Personal Data Breach	has the meaning given to it in the GDPR
Processing	has the meaning given to it in the GDPR and "Process" and "Processed" shall be interpreted accordingly
Processor	has the meaning given to it in the GDPR
Prohibited Acts	<p>means:</p> <p>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:</p> <p>i) induce that person to perform improperly a relevant function or activity; or</p> <p>ii) reward that person for improper performance of a relevant function or activity;</p> <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract; or</p> <p>c) committing any offence:</p> <p>i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p> <p>ii) under legislation or common law concerning fraudulent acts; or</p> <p>d) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</p> <p>e) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK</p>

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Protective Measures	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those set out or referred to in the Security Policy
Regulations	means the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires)
Relevant Requirements	means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010
Reminder Notice	means a notice sent in accordance with Clause 19.5 given by the Supplier to the Buyer providing notification that payment has not been received on time
Request for Information	means a request for information or an apparent request relating to this Contract or an apparent request for such information under the FOIA or the EIRs
Restricted Country	means any country which is not: a) a member of the European Economic Area; b) the United Kingdom; or c) deemed adequate by the European Commission pursuant to article 25(6) of Directive 95/46/EC or article 45(3) of the GDPR
Schedule of Processing, Personal Data and Data Subjects	means the schedule of processing, personal data and data subjects set out in Attachment 2 of the Order Form (to be completed by the Buyer) which sets out various details concerning the processing of Personal Data including: a) identity of the Controller and Processor; b) subject matter of processing; c) duration of the processing; d) nature and purposes of the processing; e) type of Personal Data being Processed; f) categories of Data Subject; and g) plan for return of the data once the processing is complete unless requirement under Data Protection Legislation to preserve that type of data
Services	means the services which the Supplier shall make available to the Buyer under this Contract as set out or referred to in the Order Form
Security Policy	means the security policy, referred to in the Order Form, in force as at the Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier
Services Specification	means the specification of the Services as set out or referred to in Attachment 1 to the Order Form
Sites	means any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Services and/or Deliverables are (or are to be) provided; or

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	<p>b) the Supplier manages, organises or otherwise directs the provision or the use of the Services and/or Deliverables,</p> <p>and which are set out in or referred to in the Order Form</p>
Standards	means any standards set out or referred to in these Call-Off Terms, the Order Form and the Framework
Standard Contractual Clauses	means the standard contractual clauses for the transfer of Personal Data to processors established in third countries which do not ensure an adequate level of protection as set out in Commission Decision C (2010) 593 and reference to the standard contractual clauses shall be to the clauses as updated, amended, replaced or superseded from time to time by the European Commission
Sub-Contract	means any contract or agreement or proposed agreement between the Supplier and any third party whereby that third party agrees to provide to the Supplier the Services (or any part thereof) or to provide facilities or services necessary for the provision of the Services (or any part thereof) or necessary for the management, direction or control of the provision of the Services or any part thereof
Sub-Contractor	means any third party other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person
Sub-processor	means any third party appointed to process Personal Data on behalf of the Supplier related to this Contract
Supplier	means the entity identified as such in the Order Form
Supplier Equipment	means the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Contract
Supplier Personnel	means all persons employed or engaged by the Supplier together with the Supplier's servants, agents, suppliers, consultants and Sub-Contractors (and all persons employed by any Sub-Contractor together with the Sub-Contractor's servants, consultants, agents, suppliers and sub-contractors) used in the performance of its obligations under this Contract
Transparency Information	<p>means the Transparency Reports (including information relating to the Services and performance of this Contract which the Supplier is required to provide to the Buyer in accordance with the reporting requirements specified in the Framework) and the content of this Contract, including any changes to this Contract agreed from time to time, except for:</p> <p>a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and</p> <p>b) Commercially Sensitive Information</p>
Transparency Reports	means the information relating to the Services and/or Deliverables and performance of this Contract which the Supplier is required to provide to the Buyer
Worker	any one of the Supplier Personnel which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-

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	0815-tax-arrangements-of-appointees) applies in respect of the Services and/or Deliverables
Working Day	means any day other than a Saturday, Sunday or public holiday in England and Wales
VAT	means value added tax in accordance with the provisions of the Value Added Tax Act 1994