

Order Form
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Order Form

CALL-OFF REFERENCE: CCCS20A15

THE BUYER: The Secretary of State for Health and Social Care,
acting through the UK Health Security Agency,
Nobel House, Smith Square, London SW1P 3 JR,
as part of the Crown

BUYER ADDRESS Noble House, 17 Smith Square, London
SW1P 3JR

THE SUPPLIER: Hinduja Global Solutions UK Ltd trading as HGS
UK Ltd

SUPPLIER ADDRESS: 11th Floor West, Vantage London, Great West
Rd, London TW8 9AG

REGISTRATION NUMBER: 0301 7799

DUNS NUMBER: 777 547 712

SID4GOV ID:

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated
18 January 2022.

It's issued under the Framework Contract with the reference number RM6181, Lot
1 for the provision of Contact Centre Services.

CALL-OFF LOT(S):
Lot 1

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CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM 6181
3. Framework Special Terms
4. The following Schedules in equal order of precedence:

- **Joint Schedules for RM6181**

- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 9 (Minimum Standards of Reliability)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data) (as amended)
- Joint Schedule 12 (Supply Chain Visibility)

- **Call-Off Schedules for RM6181, Lot 1 (each as amended)**

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 2 (Staff Transfer)
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 4 (Call-Off tender)
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 6 (ICT Services)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 12 (Clustering)
- Call-Off Schedule 13 (Implementation Plan and Testing)
- Call-Off Schedule 14 (Service Levels)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 16 (Benchmarking)
- Call-Off Schedule 18 (Background Checks)
- Call-Off Schedule 20 (Call-Off Specification)
- [Call-Off Schedule 24 (Supplier Furnished Terms)

5. CCS PSC Outsourcing Core Terms (Version 1)

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6. Joint Schedule 5 (Corporate Social Responsibility) **RM6181**
7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

CALL-OFF SPECIAL TERMS

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

Special Term 1

The following new Clause 2A shall be added to the Core Terms:

2A.1 The Buyer does not guarantee the Supplier any exclusivity, quantity or value of work under this Call Off Contract.

2A.2 The Parties acknowledge that during the Call Off Contract Period the Buyer has appointed one other Supplier (known as the “**Collaboration Supplier**”) to deliver the full scope of its requirement outlined in the Specification. It may from time to time engage the Collaboration Supplier to fulfil the requirements.

2A.3 Subject to Clause 2A.1 above and without prejudice to the Buyer’s rights pursuant to 2A.6, the Buyer may on written notice to the Supplier reduce the scope of Services and Deliverables provided, or anticipated to be provided, by the Supplier and transfer this scope to the Collaboration Supplier. where:

- a) one or more of the circumstances in Clause 11.4.1 exist;
- b) the circumstances set out in Clause 11.4.2 or 11.4.3 apply;
- c) the Buyer considers that the Supplier will not be able to comply with the requirements of a Ramp Up Plan, in which case the Parties shall agree the appropriate changes to the Ramp Up plan to reflect the reduction in Scope of the Services and Deliverables to be provided by the Supplier; or
- d) by mutual agreement between the Parties

2A.4 Where the Buyer exercises its right pursuant to this Clause 2A.3, the Supplier shall offer such assistance as the replacement Collaboration Supplier may reasonably require to facilitate a smooth transition of the Services and Deliverables.

2A.5 The Buyer shall include comparable provisions to those set out in Clauses 2A.3 and 2A.4 in its call off contract with the Collaboration Supplier. Where the Buyer exercises its rights under a call off contract with a Collaboration Supplier to reduce the scope of services and deliverables provided by a Collaboration Supplier, the Supplier shall, where requested by the Buyer, submit a proposal for delivery of the

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additional scope of Services and Deliverables within the timescale set out by the Buyer. Following receipt of such proposal the Buyer may request, and the Supplier shall provide, additional information in support of the proposal. The Buyer may at the same time request proposals from the Collaboration Supplier. If the Collaboration Supplier's proposal is accepted by the Buyer then in accordance with Clause 2A.6 the Supplier shall assume responsibility for the provision of the additional scope.

2A.6 Ramp Up and Ramp Down Mechanism

(a) At each Forecasting and Planning Meeting (see Call-Off Schedule 15 (Call-Off Contract Management)):

- (i) the Buyer will present its forecast for the next four weeks starting on the Monday following the date of the meeting, setting out the number of Net Available Hours the Buyer requires the Supplier to provide and, as a consequence the number of FTE Agents the Supplier is likely to need to engage, for each week (the "Baseline" in respect of that week);
- (ii) the Parties will agree the plan to increase or decrease the number of FTE Agents providing the Service (a "Ramp Up Plan" or "Ramp Down Plan", as applicable) to meet the Baseline for each week in the forecast; and
- (iii) where the Ramp Up Plan or Ramp Down Plan identifies any necessary Variations to this Call-Off Contract, the Parties shall agree those Variations using the Variation Procedure

(b) The Buyer agrees that the Baseline for any week will not be more than 50% higher or 50% lower than the Baseline for the previous week.

(c) The Supplier must, for each week, have in place sufficient FTE Agents to meet the Baseline required for that week.

(d) The number of FTE Agents used to calculate the Maximum Weekly Billable Hours Cap in paragraph 5.3 of Call-Off Schedule 5 (Pricing Details) is the lower of:

- (i) the number of FTE Agents specified in the Baseline for the relevant week; or
- (ii) the actual number of FTE Agents engaged by the Supplier to provide the Services in the relevant week.

(e) The Supplier may, in accordance with paragraph 5.7 of Call-Off Schedule 5 (Call-Off Pricing), charge Training Charges in respect of each new Agent engaged to provide the Services as part of a Ramp Up Plan.

Special Term 2

The following new Clause 3.1.4 shall be added to the Core Terms

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In circumstances where a Collaboration Supplier's BCDR plan has failed such that it is not able to deliver services to the Buyer in whole or in part the Buyer may require the Supplier to:

- a) provide within 5 Working Days a plan for the Buyer's approval for the delivery of the services ("**Emergency Plan**") which shall include a timetable for service take-on together with any anticipated transition costs;*
- b) provide the services as required by the Buyer in accordance with the approved Emergency Plan.*

The Supplier shall provide the services in accordance with the Charges set out in Call Off Schedule 5 (Pricing Details). The Buyer shall pay any transition costs outlined in the Emergency Plan on completion of the transition activities.

Special Term 3

2.1 The following table includes the Key Roles that Key Staff will have under the Contract.

Key Role	Designated Key Staff	Description of Key Role	Response Requirements
Service Performance Manager	Redacted	The main point of contract for all matters relating to the performance of the Services	Manage performance of the Services against KPIs, risks and issues, challenges, and opportunities
Finance and Commercial Manager	Redacted	The main point of contract for all commercial pricing matters relating to delivery of ongoing or new services	Finance and Invoicing accuracy
Commercial Director	Redacted	Chief Revenues Officer	Executive leadership
Contract Manager	Redacted	Follow the Contract management plan throughout the Contract Period and manage change	Ensure that HGS and any subcontractors follow the Buyer's appropriate governance process
Account Director	Redacted (until such time that the Supplier appoints an individual	Day to Day HGS lead on commercial delivery and client services	Management of any subcontract and variation procedure requirements.

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	permanently to this role).		
Operations Lead	Redacted	Day to Day HGS lead on Operational Delivery of the different service lines	As services increase more operations leads will be advised.
Transitions Lead	Redacted	Project Implementation Lead	Overall responsibility for implementation project governance and introduction of services

2.2 In addition to the obligations as set out in Call-Off Schedule 7 (Key Supplier Staff), the Supplier shall ensure that Key Staff meet the 'Response Requirements' as set out in the table at 2.1 during the Contract Period.

Special Term 4

6.1 The Supply shall ensure that all Sites:

6.1.1 have appropriate PAC access measures in place for restricting access to Sites only to relevant Supplier Staff;

6.1.2 operate a strict no personal mobile phones policy for Supplier Staff when providing the Deliverables, except for Agents using their personal mobile phones as part of any multi-factor authentication required to access any ICT system used to provide the Services; and

6.1.3 operate a 'clean desk' policy for Supplier Staff providing the Deliverables.

Special Term 5

Clause 6.3 of the Core Terms shall be amended as follows:

“6.3 The Relevant Authority or an Auditor can at any time without prior notice Audit the Supplier during the relevant Contract Period and for up to 18 Months from the End Date of the Contract and, in the case of CCS, for up to 18 Months from the latest End Date to occur under any Call-Off Contract.”

Special Term 6

Clause 12.2 of the Core Terms shall be amended as follows and a new clause 12.2A added:

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~~"12.2 Each Party's~~ The Buyer's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is a sum equal to one hundred and twenty five percent (125%) of the Estimated Yearly Charges unless specified in the Call-Off Order Form.

The Supplier's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is a sum equal to one hundred and fifty percent (150%) of the Estimated Yearly Charges unless specified in the Call-Off Order Form."

Special Term 7

10.1 Clause 11.4.1(g) of the Core Terms shall be amended as follows:

"(g)there is a Default of ~~Clauses 2-10~~2.11, 6, 10, 15, 16, 28, 33 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;"

10.2 Clause 11.4.3 of the Core Terms shall be amended as follows:

"11.4.3 CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause ~~11.3.1~~ 11.4.1."

Special Term 8

The following new Clause 8.1.2 shall be added to the Core Terms:

8.1.2 All direct, indirect or consequential costs (including, but not limited to, any licensing fees) incurred in respect of, or in connection with, the Supplier appointing a Subcontractor shall be borne entirely by the Supplier and shall not be passed on to the Buyer.

Special Term 9

Clause 8.2.1 of the Core Terms shall be amended as follows:

8.2.1 The Supplier will ensure that all Sub-Contracts contain provisions that:

- a) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;*
- b) contain obligations no less onerous on the Subcontractor than those imposed on the Supplier in the Contract in respect of the Ramp Up or Ramp Down mechanisms, pay rates, training and data standards;*
- c) require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and*
- d) allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.*

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Special Term 10

Clause 9.3 of the Core Terms shall be amended as follows:

9.3 The Supplier indemnifies both CCS and every Buyer against each of the following:

- (a) wilful misconduct of the Supplier, any Subcontractor and/or any Supplier Staff that impacts the Contract;*
- (b) non-payment by the Supplier of any Tax or National Insurance; and*
- (c) any claims, damages, liabilities which CCS or the Buyer (as the case may be) incurs towards a Citizen, and any associated costs or expenses, as a result of or in connection with an Agent's negligence, or failure to follow appropriate scripts or procedures, in the course of delivering a Service Line ("Citizen Claims").*

The following new Clause 9.3.A shall be added to the Core Terms:

9.3.A The Buyer shall retain full conduct of any defence or counter-claim to any Citizen Claims. The Buyer shall consult with the Supplier in respect of each on-going Citizen Claim once every quarter.

Special Term 11

- (1) The Supplier may not provide any part of the Services that requires the Processing of Personal Data unless:
 - (a) the Buyer has:
 - (i) given notice in writing that it has in place a data protection impact assessment under the UK GDPR; and
 - (ii) communicated that assessment to the Supplier; and
 - (b) the Parties have agreed any necessary changes as a consequence of that assessment to Annex 1 (Processing Personal Data) of Joint Schedule 11 (Processing Data).
- (2) The Supplier may charge for costs it has incurred that are not otherwise recoverable from the Buyer where:
 - (a) The Supplier has not commenced to provide an Awarded Service Line by the relevant date specified in Annex 1 to Call Off Schedule 13 (Implementation and Testing);

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(b) The sole reason it has not done so is that the Buyer has not given notice under paragraph (1);

(c) Those costs relate solely to:

- (i) payments made to Agents who would have been engaged in providing the Awarded Service Line had it commenced on the relevant date; and
- (ii) any element of overhead that the Supplier would ordinarily have included in the Net Available Hours Rate payable in respect of those Agents;

but do not include any element of profit margin. In other words, the Supplier may charge the Net Available Hour Rate minus the Supplier's expected profit margin for the Agents' time.

(d) The Supplier has taken the steps agreed with the Buyer to mitigate those costs;

(e) Those costs do not contain any element of profit margin; and

(f) The Supplier fully evidences those costs and provides such evidence to the Buyer as requested.

CALL-OFF START DATE: 18 **January 2022**

CALL-OFF INITIAL PERIOD: **24 Months from the Call-Off Start Date**

CALL-OFF EXPIRY DATE: 23:59 on 18 January 2024 unless the Call Off Contract is extended by the Buyer pursuant to Clause 11.1.2. Where the Buyer exercises its option to extend, the Call Off Contract shall expire on expiry of the then current Extension Period;

CALL-OFF OPTIONAL EXTENSION PERIOD(S): Two periods of 12 months each

CALL-OFF DELIVERABLES

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

AWARDED SERVICE LINES

The Supplier shall provide the following Service Lines:

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- Positive Case Tracing
- Contact Tracing
- Trace Inbound Enquiries Support
- Complex Setting Contact Tracing
- Managed Quarantine of International Arrivals
- International Arrival Isolation Assurance Compliance
- Isolation Follow-up
- PCR Rescinds
- Managed Quarantine Service
- Venue Tracing
- Test Enquiries
- Test Bookings
- Enquiry, Complaints and Disputes
- Public Survey
- Operational Partner Support
- Institutional Setting Support (the “**Awarded Service Lines**”)

In addition to the Awarded Service Lines, the Supplier shall provide any Additional Service Lines as and when required by the Buyer. The Supplier may not propose any changes to the Call Off Contract Charges, except a decrease to those charges, when it provides any Additional Service Line.

The Buyer may, from time to time, require the Supplier to take on one or more New Service Lines. The provision of any New Service Lines shall be subject to the terms of this Call-Off Contract (unless the Parties agree otherwise), including but not limited to Call-Off Schedule 5 (Pricing Details) and Call-Off Schedule 14 (Service Levels). Any New Service Line must be implemented using the Variation Procedure.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 12.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£100,000,000 (one hundred million pounds Sterling)** Estimated Charges in the first 12 months of the Contract.

CALL-OFF CHARGES

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

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

- Benchmarking using Call-Off Schedule 16 (Benchmarking)

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REIMBURSABLE EXPENSES

None

PAYMENT METHOD

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

BUYER'S INVOICE ADDRESS:

All invoices must be sent to mb-paymentqueries@dhsc.gov.uk. To avoid delay in payment it is important that the invoice is compliant with the requirements set out in this Order Form and Call Off Schedule 5. Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

COLLABORATIVE WORKING PRINCIPLES

The Collaborative Working Principles apply to this Call-Off Contract.

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives apply to this Call-Off Contract.

BUYER'S AUTHORISED REPRESENTATIVE

Director, National Operations

Nobel House, 17 Smith Square, London, SW1P 3JR

BUYER'S ENVIRONMENTAL POLICY

Available online at:

<https://www.gov.uk/government/publications/environmental-and-sustainability-policy>

BUYER'S SECURITY POLICY

Available online at:

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

SUPPLIER'S AUTHORISED REPRESENTATIVE

Redacted

Chief Financial Officer

Redacted under the FOIA

HGS UK LTD

Vantage House

Great West Road

Brentford

TW8 9AG

SUPPLIER'S CONTRACT MANAGER

Redacted

Public Sector Development Director

Framework Ref: RM6181

Project Version: v1.0

Model Version: v3.7

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HGS UK LTD
Vantage House
Great West Road
Brentford
TW8 9AG

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

Redacted

Senior Operations Manager

Redacted under the FOIA

HGS UK LTD
Vantage House
Great West Road
Brentford
TW8 9AG

Redacted

Head of Business Finance and Pricing

Redacted under the FOIA

HGS UK LTD
Tulketh Mill
Balcarres Road
Ashton-on-Ribble
PRESTON
PR2 2DY

KEY SUBCONTRACTOR(S)

Trading Name: Marathon Information Services Ltd (07178633)

Reg Address: 2nd Fl, Stanford Gate, South Rd, Brighton, BN1 6SB

Redacted under the FOIA

Services provided: Marathon work with HGS to deliver desktop support and they support the maintenance of HGS IT infrastructure & Infosec.
Estimated value no more than 5%.

Trading Name: ResQ Ltd (07711754)

Reg Address: Criterion House, 75-81 George St, Kingston Upon Hull, HU1 3BA

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Services provided: Contact Centre Staff

Trading Name: The Contact Company LTD (05548951)

Reg Address: Queensgate, Grange Rd, East Birkenhead, CH41 5FD

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Services provided: Contact Centre Staff

Trading Name: TTEC (UK) Solutions Ltd (03180171)

Reg Address: 6 Braid Court, Lawford Rd, London, W4 3HS

Redacted under the FOIA

Services provided: Contact Centre Staff

Trading Name: NCO Europe Ltd (03122581)

Reg Address: New City House, 57-63 Ringway, Preston, PR1 1AF

Redacted under the FOIA

Services provided: Contact Centre Staff

Trading Name: go-centric Ltd (07377180)

Reg Address: St. Paul's House, 23 Park Square, Leeds, LS1 2ND

Redacted under the FOIA

Services provided: Contact Centre Staff

Trading Name: Ventrica (06908560)

Reg Address: Tylers House, Tylers Ave, Southend-On-Sea, SS1 2BB

Redacted under the FOIA

Services provided: Contact Centre Staff

Trading Name: Arvato Ltd (3923307)

Reg Address: One Fleet Place, London, EC4M 7WS

Redacted under the FOIA

Services provided: Contact Centre Staff

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information detailed in Joint Schedule 4, Commercially Sensitive Information.

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

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Model Version: v3.7

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The Service Credit Cap is: as set out in Call-Off Schedule 14 (Service Levels).

The Service Period is: as set out in Call-Off Schedule 14 (Service Levels)

A Critical Service Level Failure is: as set out in Call-Off Schedule 14 (Service Levels)

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender). In addition the Supplier shall, in accordance with the social value provisions in Call Off Schedule 20 (Specification):

1. The Supplier shall commit to ensuring all directly employed Agents are paid in line with the then current UK Real Living Wage.
2. The Supplier shall also ensure its Subcontractors pay their employees engaged in providing the Deliverables and based in the UK the then current UK Real Living Wage.
3. Where the Supplier has identified any zero/minimum hours contract and these are considered to be disadvantageous to the employee, the Supplier will undertake remedial action with the Buyer to improve terms within the employee contract.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	Redacted under the FOIA	Signature:	Redacted under the FOIA
Name:		Name:	
Role:	Chief Executive Officer (Europe)	Role:	Commercial Director
Date:	18 January 2022	Date:	18 January 2022

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Commercial
Service

Core Terms

1. Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

- 2.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
- 2.2 CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.
- 2.3 CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
- 2.4 If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:
- (a) make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules);
 - (b) create new Call-Off Schedules;
 - (c) exclude optional template Call-Off Schedules; and/or
 - (d) use Special Terms in the Order Form to add or change terms.
- 2.5 Each Call-Off Contract:
- (a) is a separate Contract from the Framework Contract;
 - (b) is between a Supplier and a Buyer;
 - (c) includes Core Terms, Schedules and any other changes or items in the completed Order Form; and
 - (d) survives the termination of the Framework Contract.
- 2.6 Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order.
- 2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.
- 2.8 The Supplier acknowledges that, subject to the Allowable Assumptions set out in Annex 2 of Framework Schedule 3 (if any), it has satisfied itself of all details relating to:
- (a) the Buyer's requirements for the Deliverables;
 - (b) the Buyer's operating processes and working methods; and
 - (c) the ownership and fitness for purpose of the Buyer Assets.
- 2.9 The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

- (d) verify the accuracy of the Due Diligence Information; or
- (e) properly perform its own adequate checks.

2.10 CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.

2.11 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate except to the extent that these have been superseded or varied by the Contract.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- (a) that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one);
- (b) to a professional standard;
- (c) using reasonable skill and care;
- (d) using Good Industry Practice;
- (e) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;
- (f) on the dates agreed; and
- (g) that comply with Law.

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

3.1.3 Where the Order Form states that the Collaborative Working Principles will apply, the Supplier must co-operate and provide reasonable assistance to any third party supplier providing Deliverables to the Buyer and act at all times in accordance with the following principles:

- (a) proactively leading on, mitigating and contributing to the resolution of problems or issues irrespective of its contractual obligations, acting in accordance with the principle of "fix first, settle later";
- (b) being open, transparent and responsive in sharing relevant and accurate information with Buyer Third Parties;
- (c) adopting common working practices, terminology, standards and technology and a collaborative approach to service development and resourcing with Buyer Third Parties;
- (d) providing cooperation, support, information and assistance to Buyer Third Parties in a proactive, transparent and open way and in a spirit of trust and mutual confidence; and
- (e) identifying, implementing and capitalising on opportunities to improve deliverables and deliver better solutions and performance throughout the relationship lifecycle.

3.2 Goods clauses

Core Terms

- 3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- 3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- 3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
- 3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- 3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- 3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform with Clause 3. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

- 3.3.1 Late Delivery of the Services will be a Default of a Call-Off Contract.
- 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions of the Buyer or third party suppliers.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.

- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4. Pricing and payments

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

goods or services used by the Supplier to provide the Deliverables, then CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.

- 4.10 If CCS or the Buyer uses Clause 4.9 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
- 4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

5. The buyer's obligations to the supplier

- 5.1 If Supplier Non-Performance arises from an Authority Cause:
- (a) neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
 - (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
 - (c) the Supplier is entitled to additional time needed to make the Delivery; and
 - (d) the Supplier cannot suspend the ongoing supply of Deliverables.
- 5.2 Clause 5.1 only applies if the Supplier:
- (a) gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
 - (b) demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
 - (c) mitigated the impact of the Authority Cause.

6. Record keeping and reporting

- 6.1 The Supplier must:
- (a) attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form; and
 - (b) where the Order Form states that Financial Transparency Objectives apply, co-operate with the Buyer to achieve the Financial Transparency Objectives and, to this end, will provide a Financial Report to the Buyer:
 - (i) on or before the Start Date;
 - (ii) at the end of each Contract Year; and
 - (iii) within 6 Months of the end of the Contract Period,

and the Supplier must meet with the Buyer if required within 10 Working Days of the Buyer receiving a Financial Report.

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6.2 The Supplier must keep and maintain full and accurate records and accounts, including the maintenance of Open Book Data, in accordance with Good Industry Practice and the Law on everything to do with the Contract:

- (a) during the Contract Period;
- (b) for 7 years after the End Date or such other date as agreed between the Parties; and
- (c) in accordance with UK GDPR,

including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1 and the Supplier shall make available its Financial Representative at reasonable times and on reasonable notice, during the Contract Period and up to 18 Months after the End Date, to answer questions that the Relevant Authority or an Auditor may have on those records and accounts, any Financial Report or Open Book Data.

6.3 The Relevant Authority or an Auditor can Audit the Supplier during the relevant Contract Period and for up to 18 Months from the End Date of the Contract and, in the case of CCS, for up to 18 Months from the latest End Date to occur under any Call-Off Contract.

6.4 During an Audit, the Supplier must:

- (a) allow the Relevant Authority or any Auditor access to:
 - (i) any Sites, equipment and Supplier's system used in the performance of the Contract to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
 - (ii) Supplier Staff; and
- (b) provide information within the permitted scope of the Audit to the Relevant Authority or to the Auditor and reasonable co-operation at their request.

6.5 Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority and the Relevant Authority shall use reasonable endeavours to ensure that its Auditor does not unreasonably disrupt the Supplier or its provision of the Deliverables, save insofar as the Supplier accepts and acknowledges that Audits carried out by Auditors are outside the control of the Relevant Authority.

6.6 If the Supplier:

- (a) is not providing any of the Deliverables, or is unable to provide them, it must immediately:
 - (i) tell the Relevant Authority and give reasons;
 - (ii) propose corrective action; and
 - (iii) provide a deadline for completing the corrective action; and
- (b) becomes aware of an event that has occurred or is likely to occur in the future which will have a material effect on the:

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- (i) Supplier's currently incurred or forecast future Costs; and
- (ii) forecast Charges for the remainder of the Contract;

then the Supplier must notify the Buyer in writing as soon as practicable setting out the actual or anticipated effect of the event.

- 6.7 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:
- (a) the methodology of the review;
 - (b) the sampling techniques applied;
 - (c) details of any issues; and
 - (d) any remedial action taken.
- 6.8 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline e.g. Head of Internal Audit/ Finance Director/ External Audit firm.
- 6.9 Each Self Audit Certificate should be based on tests completed against a representative sample of 10% of Orders carried out during the period being audited or 100 Orders (whichever is less) and should provide assurance that:
- (a) Orders are clearly identified as such in the order processing and invoicing systems and, where required, Orders are correctly reported in the MI Reports;
 - (b) all related invoices are completely and accurately included in the MI Reports;
 - (c) all Charges to Buyers comply with any requirements under a Contract or as otherwise agreed in writing with the Government on maximum mark-up, discounts, charge rates, fixed quotes (as applicable); and
 - (d) an additional sample of 5 public sector Orders identified from the Supplier's order processing and invoicing systems as orders not placed under the Contract have been correctly identified as such and that an appropriate and legitimately tendered procurement route has been used to place those orders, and those orders should not otherwise have been routed via centralised mandated procurement processes executed by CCS.
- 6.10 The Supplier must comply with the Buyer's reasonable instructions following an Audit, including:
- (a) correct any identified Default;
 - (b) rectify any error identified in a Financial Report; and
 - (c) repaying any Charges that the Relevant Authority has overpaid.
- 6.11 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a material Default by the Supplier, in which case the Supplier will repay the Relevant Authority's reasonable costs in connection with the Audit.

7. Supplier staff

- 7.1 The Supplier Staff involved in the performance of each Contract must:
- (a) be appropriately trained and qualified;
 - (b) be vetted using Good Industry Practice and the Security Policy; and
 - (c) comply with all conduct requirements when on the Buyer's Premises.
- 7.2 Where a Buyer decides one of the Supplier's Staff is not suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 28.
- 7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Supply chain

8.1 Appointing Subcontractors

- 8.1.1 The Supplier must exercise due skill and care when it selects and appoints Subcontractors to ensure that the Supplier is able to:
- (a) manage Subcontractors in accordance with Good Industry Practice;
 - (b) comply with its obligations under the Contract; and
 - (c) assign, novate or transfer its rights and/or obligations under the Sub-Contract to the Buyer or a Replacement Supplier.

8.2 Mandatory provisions in Sub-Contracts

- 8.2.1 The Supplier will ensure that all Sub-Contracts contain provisions that:
- (a) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
 - (b) require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
 - (c) allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.

8.3 When Sub-Contracts can be ended

- 8.3.1 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:

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- (a) there is a Change of Control of a Subcontractor which isn't pre-approved by the Buyer in writing;
- (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 11.4;
- (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;
- (d) the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or
- (e) the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Public Contracts Regulations 2015.

8.4 Ongoing responsibility of the Supplier

- 8.4.1 The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

9. Rights and protection

- 9.1 The Supplier warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform each Contract;
- (b) each Contract is executed by its authorised representative;
- (c) it is a legally valid and existing organisation incorporated in the place it was formed;
- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract;
- (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
- (f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
- (g) it is not impacted by an Insolvency Event;
- (h) it will comply with each Call-Off Contract; and
- (i) neither it nor, to the best of its knowledge the Supplier Staff, have committed a Prohibited Act prior to the Start Date or been subject to an investigation relating to a Prohibited Act.

- 9.2 The warranties and representations in Clauses 2.10 and 9.1 are repeated each time the Supplier provides Deliverables under the Contract.

- 9.3 The Supplier indemnifies both CCS and every Buyer against each of the following:

- (a) wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
- (b) non-payment by the Supplier of any Tax or National Insurance.

- 9.4 All claims indemnified under this Contract must use Clause 27.

- 9.5 The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.
- 9.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.
- 9.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

10. Intellectual Property Rights (IPRs)

- 10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:
- (a) receive and use the Deliverables; and
 - (b) make use of the deliverables provided by a Replacement Supplier.
- 10.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
- 10.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 10.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 10 or otherwise agreed in writing.
- 10.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 10.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- (a) obtain for CCS and the Buyer the rights in Clause 10.1 and 10.2 without infringing any third party IPR; or
 - (b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 10.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

11. Ending the contract or any subcontract

11.1 Contract Period

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

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

11.2 Ending the contract without a reason

11.2.1 CCS has the right to terminate the Framework Contract at any time without reason by giving the Supplier at least 30 days' written notice.

11.2.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 90 days' written notice.

11.3 Rectification plan process

11.3.1 If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan.

11.3.2 When the Relevant Authority receives a requested Rectification Plan it can either:

- (a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or
- (b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.

11.3.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:

- (a) must give reasonable grounds for its decision; and
- (b) may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

11.3.4 If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 11.4.3(a).

11.4 When CCS or the buyer can end a contract

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

- (a) there is a Supplier Insolvency Event or if the Supplier fails to notify the Relevant Authority of a Financial Distress Event;
- (b) the Supplier fails to notify the Relevant Authority in writing of any Occasion of Tax Non-compliance;
- (c) there is a Default that is not corrected in line with an accepted Rectification Plan;
- (d) there is any material Default of the Contract;

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- (e) there is a Default that occurs and the continues to occur on one or more occasions within 6 Months following the Relevant Authority serving a warning notice on the Supplier that it may terminate for persistent breach of the Contract;
- (f) there is any material Default of any Joint Controller Agreement relating to any Contract;
- (g) there is a Default of Clauses 2.10, 6, 10, 15, 16, 28, 33 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
- (h) there is a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management);
- (i) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
- (j) if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;
- (k) the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them; or
- (l) the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables.

11.4.2 The Relevant Authority also has the right to terminate its Contract in accordance with Clauses 21.3 and 25.3(b).

11.4.3 CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 11.3.1.

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

- (a) the Relevant Authority rejects a Rectification Plan;
- (b) there is a Variation which cannot be agreed using Clause 25 (Changing the contract) or resolved using Clause 36 (Resolving disputes);
- (c) if there is a declaration of ineffectiveness in respect of any Variation; or
- (d) the events in 73 (1) (a) of the Regulations happen.

11.5 When the supplier can end the contract

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

11.6 What happens if the contract ends

11.6.1 Where a Party terminates a Contract under any of Clauses 11.2.1, 11.2.2, 11.4.1, 11.4.2, 11.4.3, 11.4.4, 11.5 or 21.2 or a Contract expires all of the following apply:

- (a) The Buyer's payment obligations under the terminated Contract stop immediately.
- (b) Accumulated rights of the Parties are not affected.
- (c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in

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respect of Deliverables not provided by the Supplier as at the End Date.

- (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- (e) The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.
- (f) The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

11.6.2 In addition to the consequences of termination listed in Clause 11.6.1, where the Relevant Authority terminates a Contract under Clause 11.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

11.6.3 In addition to the consequences of termination listed in Clause 11.5.1, if either the Relevant Authority terminates a Contract under Clause 11.2.1 or 11.2.2 or a Supplier terminates a Call-Off Contract under Clause 11.5:

- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
- (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.

11.6.4 In addition to the consequences of termination listed in Clause 11.5.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.

11.6.5 The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 10, 12, 13.2, 15, 16, 17, 18, 19, 32.3, 36, 37 and any Clauses and Schedules which are expressly or by implication intended to continue.

11.7 Partially ending and suspending the contract

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

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

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

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

11.7.5 The Parties must agree any necessary Variation required by Clause 11.7 using the Variation Procedure, but the Supplier may not either:

- (a) reject the Variation; or
- (b) increase the Charges, except where the right to partial termination is under Clause 11.2.

11.7.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 11.7.

12. How much you can be held responsible for

- 12.1 Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £1,000,000.
- 12.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is a sum equal to one hundred and twenty five percent (125%) of the Estimated Yearly Charges unless specified in the Call-Off Order Form.
- 12.3 No Party is liable to the other for:
- (a) any indirect Losses; or
 - (b) Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 12.4 In spite of Clause 12.1 and 12.2, neither Party limits or excludes any of the following:
- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
 - (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
 - (c) any liability that cannot be excluded or limited by Law;
 - (d) its obligation to pay the required Management Charge or Default Management Charge.
- 12.5 In spite of Clauses 12.1 and 12.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 9.3(b), 10.5, 32.3 or Call-Off Schedule 2 (Staff Transfer) of a Contract.
- 12.6 In spite of Clauses 12.1, 12.2 but subject to Clauses 12.3 and 12.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 15.8 shall in no event exceed the Data Protection Liability Cap.
- 12.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.
- 12.8 When calculating the Supplier's liability under Clause 12.1 or 12.2 the following items will not be taken into consideration:
- (a) Deductions; and
 - (b) any items specified in Clauses 12.5 or 12.6.

12.9 If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

13. Obeying the law

13.1 The Supplier shall comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).

13.2 The Supplier shall comply with the provisions of:

- (a) the Official Secrets Acts 1911 to 1989; and
- (b) section 182 of the Finance Act 189.

13.3 To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.

13.4 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 13.1 and Clauses 28 to 33.

14. Insurance

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

15. Data protection

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

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

15.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.

15.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.

15.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.

15.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:

- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out

about the issue, whichever is earlier; and/or

(b) restore the Government Data itself or using a third party.

15.7 The Supplier must pay each Party's reasonable costs of complying with Clause 15.6 unless CCS or the Buyer is at fault.

15.8 The Supplier:

- (a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
- (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
- (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
- (d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and
- (e) indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 15 and any Data Protection Legislation.

16. What you must keep confidential

16.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) except as expressly set out in the Contract at Clauses 16.2 to 16.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
- (c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

16.2 In spite of Clause 16.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable Law, a regulatory body or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the Disclosing Party's Confidential Information;
- (f) on a confidential basis, to its auditors;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis; or
- (h) to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the

Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

- 16.3 In spite of Clause 16.1, the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.
- 16.4 In spite of Clause 16.1, CCS or the Buyer may disclose Confidential Information in any of the following cases:
- (a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
 - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;
 - (c) if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - (d) where requested by Parliament; or
 - (e) under Clauses 4.7 and 17.
- 16.5 For the purposes of Clauses 16.2 to 16.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 16.
- 16.6 Transparency Information is not Confidential Information.
- 16.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

17. When you can share information

- 17.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.
- 17.2 Within five (5) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:
- (a) publish the Transparency Information;
 - (b) comply with any Freedom of Information Act (FOIA) request; and/or
 - (c) comply with any Environmental Information Regulations (EIR) request.
- 17.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 17. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

18. Invalid parts of the contract

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

19. No other terms apply

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

20. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

21. Circumstances beyond your control

- 21.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:
- (a) provides a Force Majeure Notice to the other Party; and
 - (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 21.2 Any failure or delay by the Supplier to perform its obligations under a Contract that is due to a failure or delay by an agent, Subcontractor or supplier will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.
- 21.3 Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

22. Relationships created by the contract

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

23. Giving up contract rights

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

24. Transferring responsibilities

- 24.1 The Supplier cannot assign, novate, sub-contract or transfer a Contract or any part of a Contract or in any other way dispose of a Contract without the Relevant Authority's written consent.

- 24.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority.
- 24.3 When CCS or the Buyer uses its rights under Clause 24.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.
- 24.4 The Supplier can terminate a Contract novated under Clause 24.2 to a private sector body that is experiencing an Insolvency Event.
- 24.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 24.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
- (a) their name;
 - (b) the scope of their appointment;
 - (c) the duration of their appointment; and
 - (d) a copy of the Sub-Contract.

25. Changing the contract

- 25.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.
- 25.2 The Supplier must provide an Impact Assessment either:
- (a) with the Variation Form, where the Supplier requests the Variation; or
 - (b) within the time limits included in a Variation Form requested by CCS or the Buyer.
- 25.3 If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:
- (a) agree that the Contract continues without the Variation; or
 - (b) terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or
 - (c) refer the Dispute to be resolved using Clause 36 (Resolving Disputes).
- 25.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.
- 25.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.
- 25.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:

- (a) that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
- (b) of how it has affected the Supplier's costs.

25.7 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 25.1 to 25.4.

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

26. How to communicate about the contract

26.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.

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

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

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

27. Dealing with claims

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

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

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

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

27.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.

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

- 27.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 27.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
- (a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
 - (b) the amount the Indemnifier paid the Beneficiary for the Claim.

28. Preventing fraud, bribery and corruption

28.1 The Supplier must not during any Contract Period:

- (a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
- (b) do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

28.2 The Supplier must during the Contract Period:

- (a) create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
- (b) keep full records to show it has complied with its obligations under Clause 28 and give copies to CCS or the Buyer on request; and
- (c) if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 28, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

28.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 28.1 or 28.2 or has any reason to think that it, or any of the Supplier Staff, has either:

- (a) been investigated or prosecuted for an alleged Prohibited Act;
- (b) 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;
- (c) received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
- (d) suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.

28.4 If the Supplier notifies CCS or 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 in accordance with Clause 6.

28.5 In any notice the Supplier gives under Clause 27.3 it must specify the:

- (a) Prohibited Act;
- (b) identity of the Party who it thinks has committed the Prohibited Act; and
- (c) action it has decided to take.

29. Equality, diversity and human rights

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

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

29.2 The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

30. Health and safety

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

- (a) all applicable Law regarding health and safety; and
- (b) the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.

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

31. Environment

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

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

32. Tax

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

- 32.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:
- (a) the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
 - (b) other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need.
- 32.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:
- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
 - (b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 32.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
- (a) the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 32.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
 - (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
 - (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 32.3 or confirms that the Worker is not complying with those requirements; and
 - (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

33. Conflict of interest

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

34. Reporting a breach of the contract

- 34.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:
- (a) Law;
 - (b) Clause 13.1; or
 - (c) Clauses 28 to 33.
- 34.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 34.1 to the Buyer or a Prescribed Person.

35. Further Assurances

Each party will, at the request of the other Party, do all things which may be reasonably necessary to give effect to the meaning of the Contract.

36. Resolving disputes

- 36.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.
- 36.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 36.3 to 36.5.
- 36.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 36.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- (a) determine the Dispute;
 - (b) grant interim remedies; and/or
 - (c) grant any other provisional or protective relief.
- 36.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 36.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 36.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration

proceedings if they are started under Clause 36.4.

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

37. Which law applies

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

Call-Off Schedule 1 (Transparency Reports)

Call-Off Ref:

Crown Copyright 2021

Call-Off Schedule 1 (Transparency Reports)

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

Call-Off Schedule 1 (Transparency Reports)

Call-Off Ref:

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Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Performance monitoring	Management Information to report on the Service Levels and KPIs as agreed by the Parties.	Excel	Daily, weekly, monthly and quarterly, as appropriate
Gold Contract KPI Report	Report on the Supplier's achievement of the Gold KPIs (as set out, in Call-Off Schedule 14 (Service Levels)).	Excel	Daily
Utilisation Report	Report on utilisation of deployed resource to facilitate volume/FTE decision making by the Buyer on the basis of the Utilisation Rate defined as follows: Utilisation Rate is the percentage of Talk, Hold, Agreed Admin, Wrap and call preparation time when divided by the Net Available Hours (Headset On)	Excel	Daily and weekly
Net Available Hours	Report on the Net Available Hours per FTE deployed by Service Line	Excel	Daily
Social Value Report	A report:	Excel	Monthly

Framework Ref: RM6181

Project Version: v1.0

Model Version: v3.0

Call-Off Schedule 1 (Transparency Reports)

Call-Off Ref:

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Title	Content	Format	Frequency
	1. on the number of zero hour contracts for Agents (who are employees) and Sub-contractor personnel; 2. demonstrating how the Supplier is investing in: i. training for permanent staff ii. staff wellbeing iii. work/life balance iv. Real Living Wage		
Training progress and compliance reports	Training progress of all Agents in line with current agents and ramp-up plans for the next ninety (90) days.	Excel	Monthly
Open book profit reporting	Open book profit reporting from suppliers, providing detail on the profit levels achieved from this Call Off Contract.	Excel	Monthly
Audit Reports	To be agreed within thirty (30) days of Call Off Start Date.	Excel	Quarterly
SME spend	Supplier spend on SMEs and time taken to pay invoices.	Excel	Quarterly

Framework Ref: RM6181

Project Version: v1.0

Model Version: v3.0

Call-Off Schedule 1 (Transparency Reports)

Call-Off Ref:

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Title	Content	Format	Frequency
Key Sub-Contractors	List of all subcontractors used for current volumes and expected volumes for the next ninety (90) days in line with the ramp-up plan.	Excel	Quarterly
CRM Data	All CRM data captured by the Agents via the relevant CRM tools.	Excel	Daily
Telephony Data	All telephony data captured by Agents via the relevant CRM tools or any workforce optimisation tool (WFO) that is being used.	Excel	Daily
Call Quality	Reports on the Supplier's performance against the call quality Service Levels and KPIs agreed between the Buyer and the Supplier	Excel	Weekly
Complaints	All complaints received with the relevant customer and complaint details as per the requirements	Excel	Daily
Attrition	In respect of each Service Line, reports on the rate at which Agents leave the	Excel	Monthly, supported by a weekly update

Framework Ref: RM6181

Project Version: v1.0

Model Version: v3.0

Call-Off Schedule 1 (Transparency Reports)

Call-Off Ref:

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Title	Content	Format	Frequency
	Supplier workforce over a given period of time. This measure applies only to Agents who were at the time of leaving working in the live environment, and excludes any Agents who were being trained and have not yet participated in delivering any part of the Services. This measure applies to all circumstances giving rise to termination of an Agent's employment, including where the Agent has resigned or the termination was consensual (i.e. "natural attrition"), or where an employer has terminated on the grounds of failure to delivery any Services to a satisfactory standard (i.e. "forced attrition").		setting out attrition rates for the month to date

Call-Off Schedule 1 (Transparency Reports)

Call-Off Ref:

Crown Copyright 2021

Framework Ref: RM6181

Project Version: v1.0

Model Version: v3.0

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

Crown Copyright 2021

Call-Off Schedule 2 (Staff Transfer)

1. Definitions

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

“Acquired Rights Directive”

the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees’ rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;

"Employee Liability"

all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

Crown Copyright 2021

	f) employment claims whether in tort, contract or statute or otherwise; g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
"Former Supplier"	a supplier supplying services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);
"New Fair Deal"	the revised Fair Deal position set out in the HM Treasury guidance: <i>"Fair Deal for Staff Pensions: Staff Transfer from Central Government"</i> issued in October 2013 including: (i) any amendments to that document immediately prior to the Relevant Transfer Date; and (ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;
"Old Fair Deal"	HM Treasury Guidance <i>"Staff Transfers from Central Government: A Fair Deal for Staff Pensions"</i> issued in June 1999 including the supplementary guidance <i>"Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues"</i> issued in June 2004;
"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 11.4 (When CCS or the Buyer can end this contract) or 11.5 (When the Supplier can end the contract);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

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is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;

"Staffing Information"

in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement, gender and place of work;
- (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise and whether their working arrangements are fixed term, temporary, or permanent;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) the number of hours they work each week;
- (g) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (h) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);

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- (i) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (j) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (k) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

"Supplier's Final Supplier Personnel List" a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;

"Supplier's Provisional Supplier Personnel List" a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;

"Term" the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;

"Transferring Buyer Employees" those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;

"Transferring Former Supplier Employees" in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.

2. INTERPRETATION

- 2.1 Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier

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will be liable for satisfying any such claim as if it had provided the indemnity itself.

- 2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together “Third Party Provisions”) confer benefits on third parties (each such person a “Third Party Beneficiary”) and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.
- 2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Call-Off Contract has no right under the CRTPA to enforce any term of this Call-Off Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 2.5 Any amendments or modifications to this Call-Off Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

3. Which parts of this Schedule apply

Only the following parts of this Schedule shall apply to this Call Off Contract:

- Part B (Staff Transfer at the Start Date – Transfer from a Former Supplier)
- Part E (Staff Transfer on Exit)

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PART A: STAFF TRANSFER AT THE START DATE OUTSOURCING FROM THE BUYER

Not used

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

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PART B: STAFF TRANSFER AT THE START DATE

TRANSFER FROM A FORMER SUPPLIER

1. What is a relevant transfer

1.1 The Buyer and the Supplier agree that:

- 1.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and
- 1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Subcontractor and each such Transferring Former Supplier Employee.

1.2 The Buyer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and the Buyer shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

2. Indemnities given by the Former Supplier

2.1 Subject to Paragraph 2.2, the Buyer shall procure that each Former Supplier shall indemnify the Supplier and any Subcontractor against any Employee Liabilities arising from or as a result of:

- 2.1.1 any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;
- 2.1.2 the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Former Supplier Employees; and/or

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- (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;
 - 2.1.3 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier and/or any Subcontractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;
 - 2.1.4 a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;
 - 2.1.5 any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Subcontractor as appropriate may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
 - 2.1.6 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Subcontractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Subcontractor whether occurring or having its origin before, on

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or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:

- 2.2.1 arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Subcontractor to occur in the period from (and including) the Relevant Transfer Date; or
 - 2.2.2 arising from the failure by the Supplier and/or any Subcontractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by the Former Supplier as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Former Supplier as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
- 2.3.1 the Supplier shall, or shall procure that the Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer and in writing and, where required by the Buyer, notify the relevant Former Supplier in writing; and
 - 2.3.2 the Former Supplier may offer (or may procure that a third party may offer) employment to such person, or take such other steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law, within 15 Working Days of receipt of notice from the Supplier and/or the Subcontractor (as appropriate).
- 2.4 If an offer referred to in Paragraph 2.3.2 is accepted, , or if the situation has otherwise been resolved by the Former Supplier and/or the Buyer, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 2.5 If by the end of the 15 Working Day period referred to in Paragraph 2.3.2:
- 2.5.1 no such offer of employment has been made;
 - 2.5.2 such offer has been made but not accepted; or
 - 2.5.3 the situation has not otherwise been resolved,
- the Supplier and/or any Subcontractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person;
- 2.6 Subject to the Supplier and/or any Subcontractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law and subject also to Paragraph 2.7, the Buyer shall procure that the Former Supplier will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment pursuant to the provisions of Paragraph 2.5

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provided that the Supplier takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.7 The indemnity in Paragraph 2.6:**2.7.1 shall not apply to:****(a) any claim for:**

(i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees;

in any case in relation to any alleged act or omission of the Supplier and/or any Subcontractor; or

(b) any claim that the termination of employment was unfair because the Supplier and/or Subcontractor neglected to follow a fair dismissal procedure; and

2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Subcontractor (as appropriate) to the Buyer and, if applicable, the Former Supplier, within 6 months of the Start Date.

2.8 If Subcontract or any such person as is described in Paragraph 2.3 is neither re-employed by the Former Supplier nor dismissed by the Supplier and/or any Subcontractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Supplier and/or any Subcontractor and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Supplier must give and its obligations

3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Buyer and/or the Former Supplier against any Employee Liabilities arising from or as a result of:

3.1.1 any act or omission by the Supplier or any Subcontractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date;

3.1.2 the breach or non-observance by the Supplier or any Subcontractor on or after the Relevant Transfer Date of:

(a) any collective agreement applicable to the Transferring Former Supplier Employee; and/or

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- (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;
- 3.1.3 any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- 3.1.4 any proposal by the Supplier or a Subcontractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Subcontractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 3.1.5 any statement communicated to or action undertaken by the Supplier or a Subcontractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Buyer and/or the Former Supplier in writing;
- 3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier or a Subcontractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;

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- 3.1.7 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date;
 - 3.1.8 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13 of the Employment Regulations; and
 - 3.1.9 a failure by the Supplier or any Subcontractor to comply with its obligations under Paragraph 2.8 above
- 3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.
- 3.3 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.

4. Information the Supplier must give

The Supplier shall, and shall procure that each Subcontractor shall, promptly provide to the Buyer and/or at the Buyer's direction, the Former Supplier, in writing such information as is necessary to enable the Buyer and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Former Supplier shall promptly provide to the Supplier and any Subcontractor in writing such information as is

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necessary to enable the Supplier and any Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. Cabinet Office requirements

5.1 The Supplier shall, and shall procure that each Subcontractor shall, comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Former Supplier Employee as set down in:

5.1.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;

5.1.2 Old Fair Deal; and/or

5.1.3 The New Fair Deal.

5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Variation Procedure.

6. Limits on the Former Supplier's obligations

Notwithstanding any other provisions of this Part B, where in this Part B the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

7. Pensions

7.1 The Supplier shall, and shall procure that each Subcontractor shall, comply with:

7.1.1 the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff; ; and

7.1.2 Part D: Pensions (and its Annexes) to this Schedule.

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PART C: NO STAFF TRANSFER ON THE START DATE

Not used.

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PART D: PENSIONS

Not used.

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Part E: Staff Transfer on Exit**1. Obligations before a Staff Transfer**

1.1 The Supplier agrees that within 20 Working Days of the earliest of:

- 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
- 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
- 1.1.3 the date which is 12 Months before the end of the Term; and
- 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.

1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.

1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not, and agrees to procure that each Subcontractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Buyer (not to be unreasonably withheld or delayed):

- 1.5.1 replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

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- 1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Staff (including pensions and any payments connected with the termination of employment);
- 1.5.3 increase or reduce the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;

and shall promptly notify, and procure that each Subcontractor shall promptly notify, the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or relevant Subcontractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

- 1.6 On or around each anniversary of the Start Date and up to six times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 15 Working Days of receipt of a written request the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer such information as the Buyer may reasonably require relating to the manner in which the Services are organised, which shall include:
 - 1.6.1 the numbers of employees engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
 - 1.6.3 the organisational structure of the employees engaged in providing the Services;
 - 1.6.4 a summary of the training which each employee has received in connection with the Services;
 - 1.6.5 the equipment which is provided to all employees who are home-based;
 - 1.6.6 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable

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- scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) (as appropriate); and
- 1.6.7 a description of the nature of the work undertaken by each employee by location.
- 1.7 In the event that the Buyer or any Replacement Supplier raises questions regarding the number of Supplier Staff on the Supplier's Provisional Supplier Personnel List or the Supplier's Final Personnel List, the Supplier shall provide all reasonable cooperation and assistance to the Buyer or any Replacement Supplier in explaining the basis on which they have been included on such list and shall provide supporting evidence as appropriate.
- 1.8 The Supplier shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
- 1.8.1 the most recent month's copy pay slip data;
 - 1.8.2 details of cumulative pay for tax and pension purposes;
 - 1.8.3 details of cumulative tax paid;
 - 1.8.4 tax code;
 - 1.8.5 details of any voluntary deductions from pay; and
 - 1.8.6 bank/building society account details for payroll purposes.
- 1.9 Where Supplier Staff are engaged by a temporary work agency, the Supplier shall take all reasonable steps to ensure that the Buyer or any Replacement Supplier is provided with the option (but not an obligation) to novate or enter into new arrangements with such agency in relation to the provision of those Supplier Staff following the Service Transfer Date.

2. Staff Transfer when the contract ends

- 2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of the relevant Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Buyer and the

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Supplier agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disappplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.

- 2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:
 - 2.3.1 any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;
 - 2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;
 - 2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor

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- to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
- 2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
 - (b) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
- 2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
- 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
- 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.

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2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date including any Employee Liabilities:

2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or

2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.

2.5 If any person who is not identified in the Supplier's Final Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:

2.5.1 the Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing; and

2.5.2 the Supplier may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor.

2.6 If such offer of is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, Buyer shall procure that the Replacement Supplier shall, or procure that the and/or Replacement Subcontractor shall, immediately release or procure the release the person from his/her employment or alleged employment;

2.7 If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:

2.7.1 no such offer has been made:

2.7.2 such offer has been made but not accepted; or

2.7.3 the situation has not otherwise been resolved

the Buyer shall advise the Replacement Supplier and/or Replacement Subcontractor (as appropriate) that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;

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2.8 Subject to the Replacement Supplier's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.9 The indemnity in Paragraph 2.8:

2.9.1 shall not apply to:

(a) any claim for:

- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

In any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, or

(b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure; and

2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Supplier and/or Replacement Subcontractor to the Supplier within 6 months of the Service Transfer Date..

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Subcontractor nor dismissed by the Replacement Supplier and/or Replacement Subcontractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee. .

2.11 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and

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outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

- (b) the Supplier and/or any Subcontractor; and
- (c) the Replacement Supplier and/or the Replacement Subcontractor.

2.12 The Supplier shall, and shall procure that each Subcontractor shall, promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

2.13 Subject to Paragraph 2.14, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:

2.13.1 any act or omission of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;

2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:

(a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or

(b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;

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- 2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- 2.13.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

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- (b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
 - 2.13.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
 - 2.13.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.
- 2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations.

Call-Off Schedule 3 (Continuous Improvement)

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Call-Off Schedule 3 (Continuous Improvement)

1. Buyer's Rights

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

2. Supplier's Obligations

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 2.3.1 identifying the emergence of relevant new and evolving technologies;
 - 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

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- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
 - 2.8.1 the Supplier shall implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio. An illustrative gainshare model and principles are set out in Annex 1.
- 2.13 The Supplier, together with its third-party suppliers (partners) will challenge, practice and nurture thought leadership to maximise benefits through a SRM programme, which shall be mutual agreed including but not limited to the following:

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

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2.13.1 pilots related to policy, innovation, and service enhancement;

2.13.2 operational thought leadership for the Buyer on quality initiatives to improve Citizen experience;

2.13.3 speech analytics platforms:

- (a) enhanced MI and reporting to show comparative delivery (if applicable); and
- (b) quality assessment and fraud protection (if applicable); and

2.13.4 provision of improved MI and reporting.

Call-Off Schedule 3 (Continuous Improvement)

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Annex 1: Illustrative Gainsharing Model & Principles



Gainshare Paper
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Outsourced Provider's support the principles of gain share. For gain share to be successful it is vital for both parties to understand the critical reliance on each other and (potentially) external parties, and that all opportunities are modelled and jointly reviewed so that realistic targets can be set, and effective measures of success can be agreed.

The primary objective of any gain share model is to drive the right behaviours from everyone to deliver the right outcomes for all parties and critically for your customer 'partner'. It isn't just about creating a mechanism that reduces cost, it's also designed to deliver value and ensure that a client's strategy and vision is delivered. It has to be a jointly devised mechanism between client and supplier that encourages all parties to drive business change that provides a 'cost to serve' benefit to CLIENT. The entire approach is based on partnering and the resulting model needs to be mutually beneficial and ultimately delivering the CLIENT strategic objectives.

In the absence of having a Public Sector example, this Illustrative example of Gainshare agreement for a retail client has been developed with an outsourced provider, delivering services to the Public Sector.

Typically the design and agreement of a gain share mechanism is part of the contract agreement phase (**post contract award**) with the mutual development of a model to benefit both parties with the delivery of initiatives that positively impact the metrics of:

- ❖ Customer Impact
- ❖ Contact to order
- ❖ Average Handling Time (AHT)

Ultimately driving down cost to serve, generating revenue and improving customer experience.

Any financial benefits of these initiatives are split between the CLIENT and Outsourced Provider within the first 12 months following full live launch of the initiative. Typically this is split 60/40 between the CLIENT and outsourced Provider but that may change depending on the investment funding approach.

In subsequent years 100% of the benefit for the specific initiative will be received by CLIENT.

For the purposes of contracting Gain Share is defined as:

'The principle that the Parties will share the benefit derived ("Benefit Derived") from a project, task, or initiative, agreed between both Parties in writing in advance, which is intended to provide cost savings or generate revenue for the Client.'

These initiatives will be delivered in addition to the normal provision of the Services and may require investment in specialist resources and technologies to drive incremental savings and revenue generation.

On a case by case basis either Party may present to the other Party proposals for gain share or where the proposal is approved by both parties, they will agree any investment amount for the initiative and the methodology for measuring the success of the initiative and the amount of benefit associated.

Gain Share Payments

Gain share payments would be payments made to Outsourced Provider's under the following principles.

The calculation of gain share payments is split into 2 parts:

1. Investment Recovery;

and

2. Net Benefit Share,

Investment Recovery

For each initiative, the Parties will agree an investment amount for each Party. The investment amount made by each Party is recoverable before any net benefit is shared.

For each initiative, investments will be categorised into one (1) of three (3) types as set out below:

1. An upfront investment ("Upfront Investment") – an amount of cost incurred upfront such as a short term project resource
2. An on-going investment ("On-Going Investment") e.g. a monthly resource or license cost or,
3. A fixed recovery period investment ("Fixed Recovery Period Investment") - An investment that is agreed to be recovered over a set period of time such as a capex investment recovered over 12 months.

An individual initiative may have more than one investment type and investments could be placed into more than one category. The Parties will agree on a case by case basis how investments will be categorised.

On a case by case basis each Party will recover the investment amounts from the balance of the Benefit Derived for each initiative.

Recovery of investment for each initiative shall be tracked for each Party as an investment recovery to date ("Investment Recovery to Date") for the initiative.

How costs and benefits will be calculated.

In order for any benefit to be underwritten by Outsourced Provider's we would require each initiative to be subject to a base-lining exercise at contract commencement, and then prior to each financial year, to establish run rate by service line and current cost to serve.

This will result in the creation of the 'initiative programme', the benefits of which will be defined on an initiative by initiative basis, agreed between the parties, and will take into account:

- ❖ Realisation of the overall business strategy
- ❖ Impact of digital transformation
- ❖ Customer impact
- ❖ ROI
- ❖ Cost of delivery
- ❖ Complexity of delivery
- ❖ Lead times
- ❖ Seasonality
- ❖ Technical development and change

All of these factors will be considered when defining the programme and will take into account the balance between cost and service improvement.

The budgeting process that will follow will review a number of factors from the previous 12 months. It will also take into account any strategic changes that have taken place, or are planned that may affect the make-up of the programme and ensure we are constantly aligning with your strategic direction. Additional factors we would look to include would be:

- ❖ Average cost to serve
- ❖ Average contact to order ratio
- ❖ Past years Peak requirements
- ❖ Changes in contact arrival patterns
- ❖ Customer value measure v contact channel
- ❖ Revenue generation

It will also take into account the future growth expectations of the CLIENT business to build a 12 month view and budget that both parties will sign-off. The applicable benefit for that year will then be applied to identify the target budget for the year.

The process will require the agreement to a shared investment model, and the programme should be self-funding and phased to allow for reinvestment into the programme.

Investment Costs and delivered benefits will be calculated on an initiative by initiative basis upfront, with benefits clearly defined vs the current run rate as one or more of:

- ❖ Reduction in AHT
- ❖ Reduction in contact to order ratio
- ❖ Reduction in contacts by channel
- ❖ Improvement in Net Promoter Score (NPS)

In order for this to be achieved, we propose that the full programme of improvement initiatives must have the benefits agreed by both parties.

Within the programme the business case and benefits of each initiative will be calculated based on

- ❖ Outsourced Provider's or CLIENT clear evidence (e.g. guaranteed reduction in technology or asset costs)
- ❖ Outsourced Provider's or CLIENT confidence / experience to deliver outcomes

This programme will be comprised of initiatives falling into 2 categories:

1. **Bottom-up** – e.g. dealing with contacts in a more productive way. The ownership is primarily with Outsourced Provider with agreement sought from CLIENT. This would include process changes driven by CIET requiring little or no technical support that can be delivered through insight driven by data, and agent training and empowerment initiatives.

2. **Top down** - treating the root cause of the contact. Identification, Analysis and recommendations will come from Outsourced Provider however the ownership may primarily sit with CLIENT or one of its technical suppliers to deliver these initiatives. Where Outsourced Provider can deliver a technology based solution in a method that enhances the all-party technology roadmap it will do so and provide costs.

Illustrative / Sample Gainsharing Model & Principles

These initiatives will have their origins in Outsourced Provider, CLIENT and 3rd party IT suppliers, however each initiative will still require its business case to be documented in accordance with a structured approach, stating clearly

- ❖ Cost of implementation
- ❖ Measurement metric to be used eg. Elapsed time, or number of contacts
- ❖ Formula used to calculate the metric
- ❖ Method of implementation
- ❖ Assumptions
- ❖ Dependencies
- ❖ Total benefit
- ❖ Timescales

The documentation of each initiative in this manner will allow the initiative programme to be fully costed, with benefits clearly attributed in a manner clearly measurable. This can be fully approved by all parties removing ambiguity in method and outcomes.

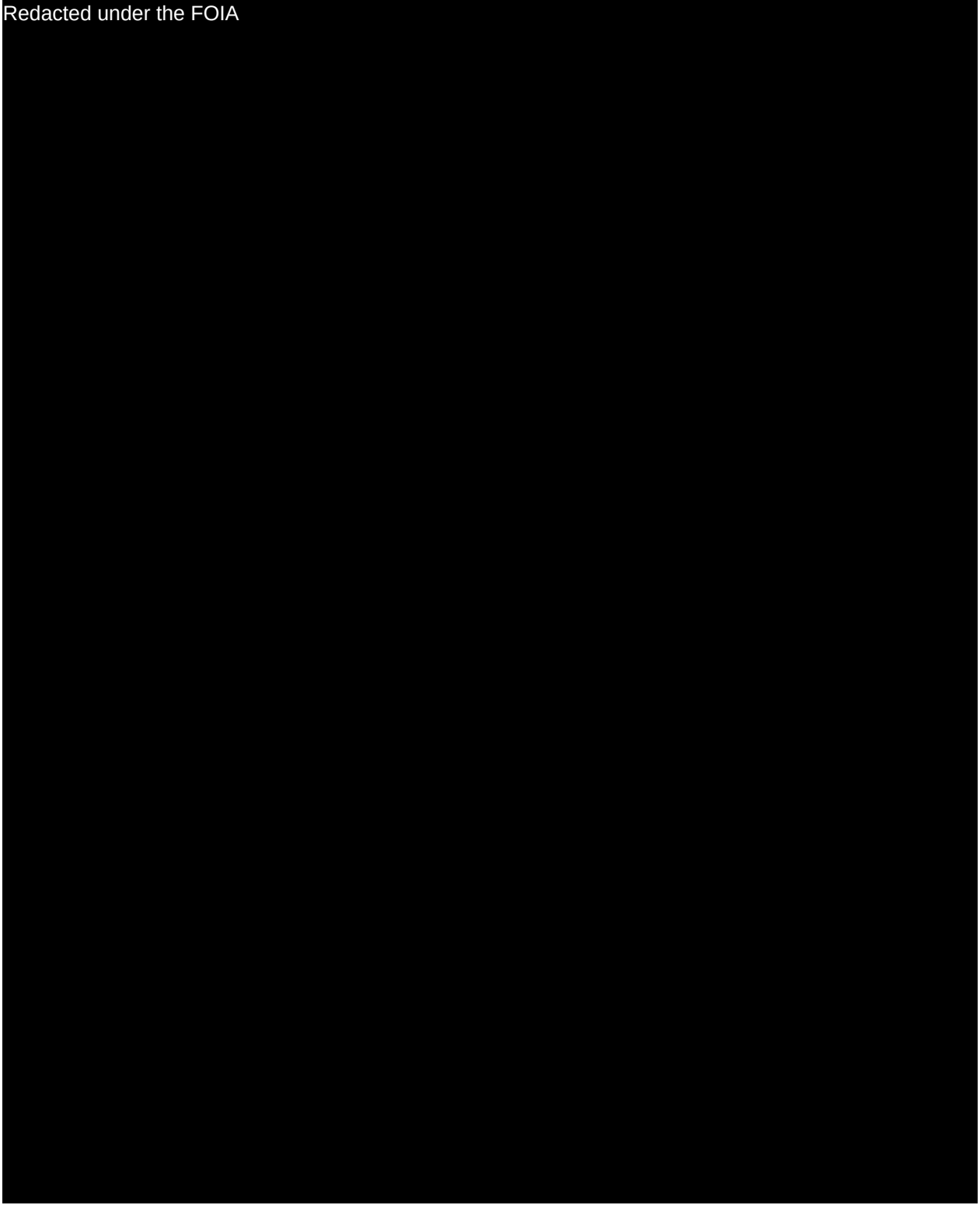
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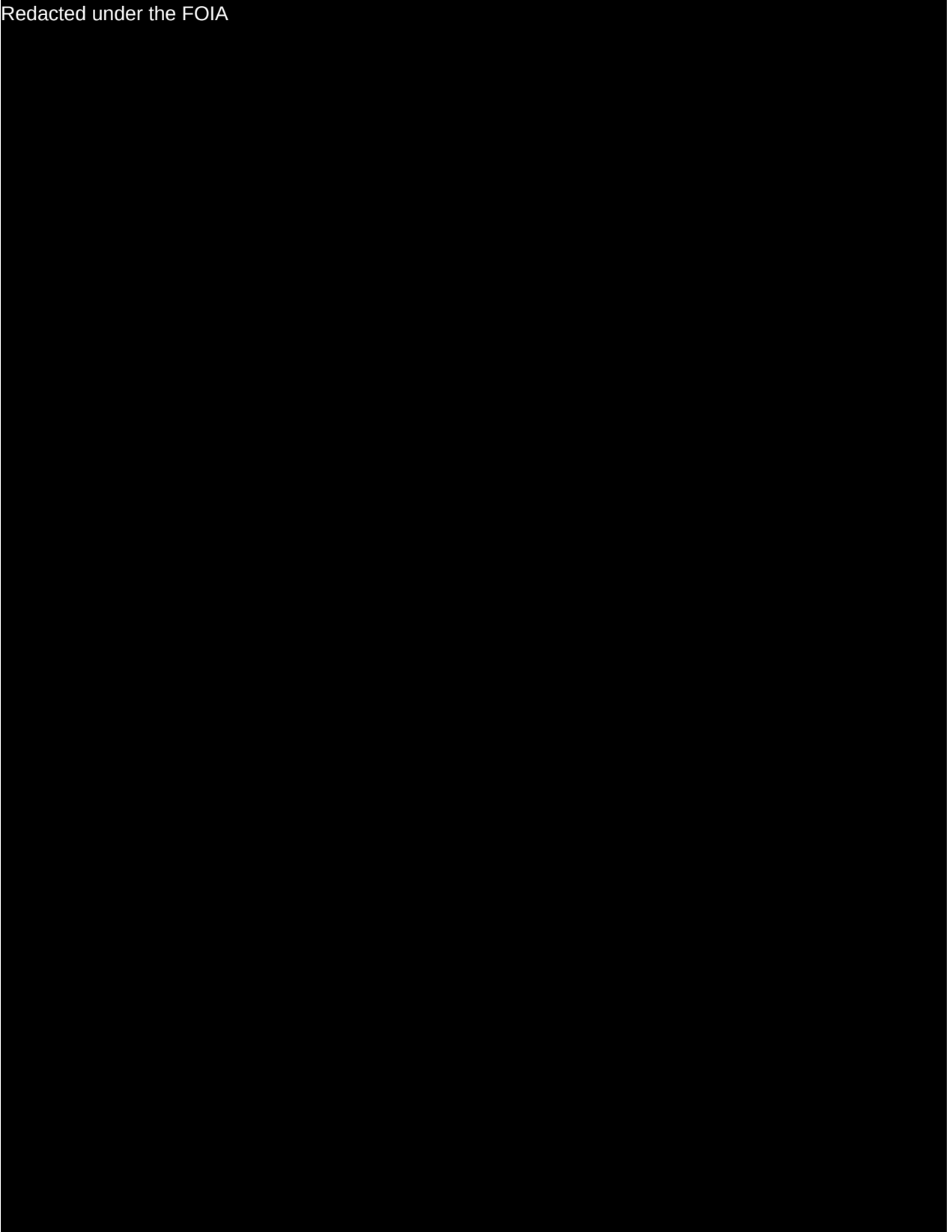
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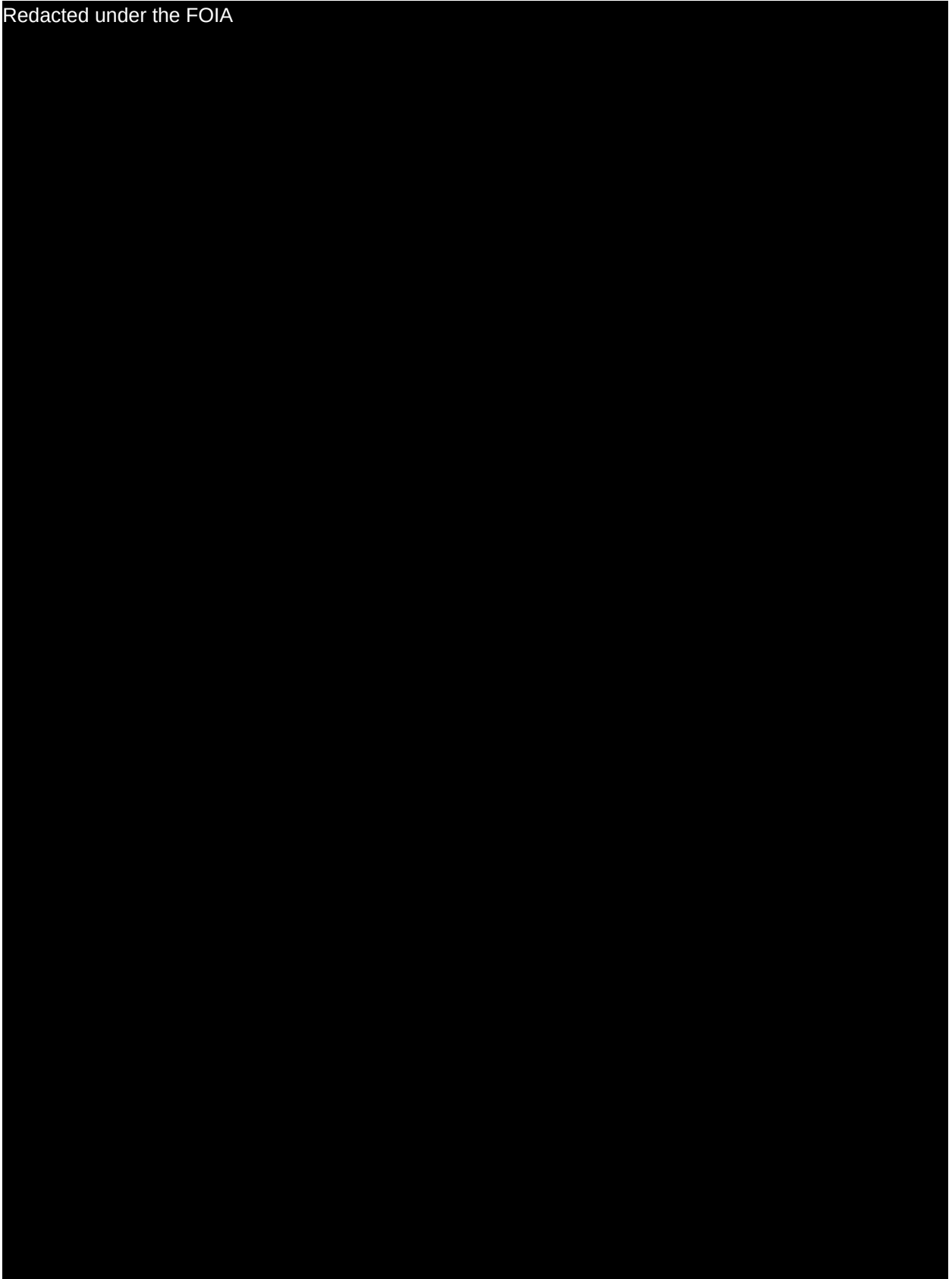
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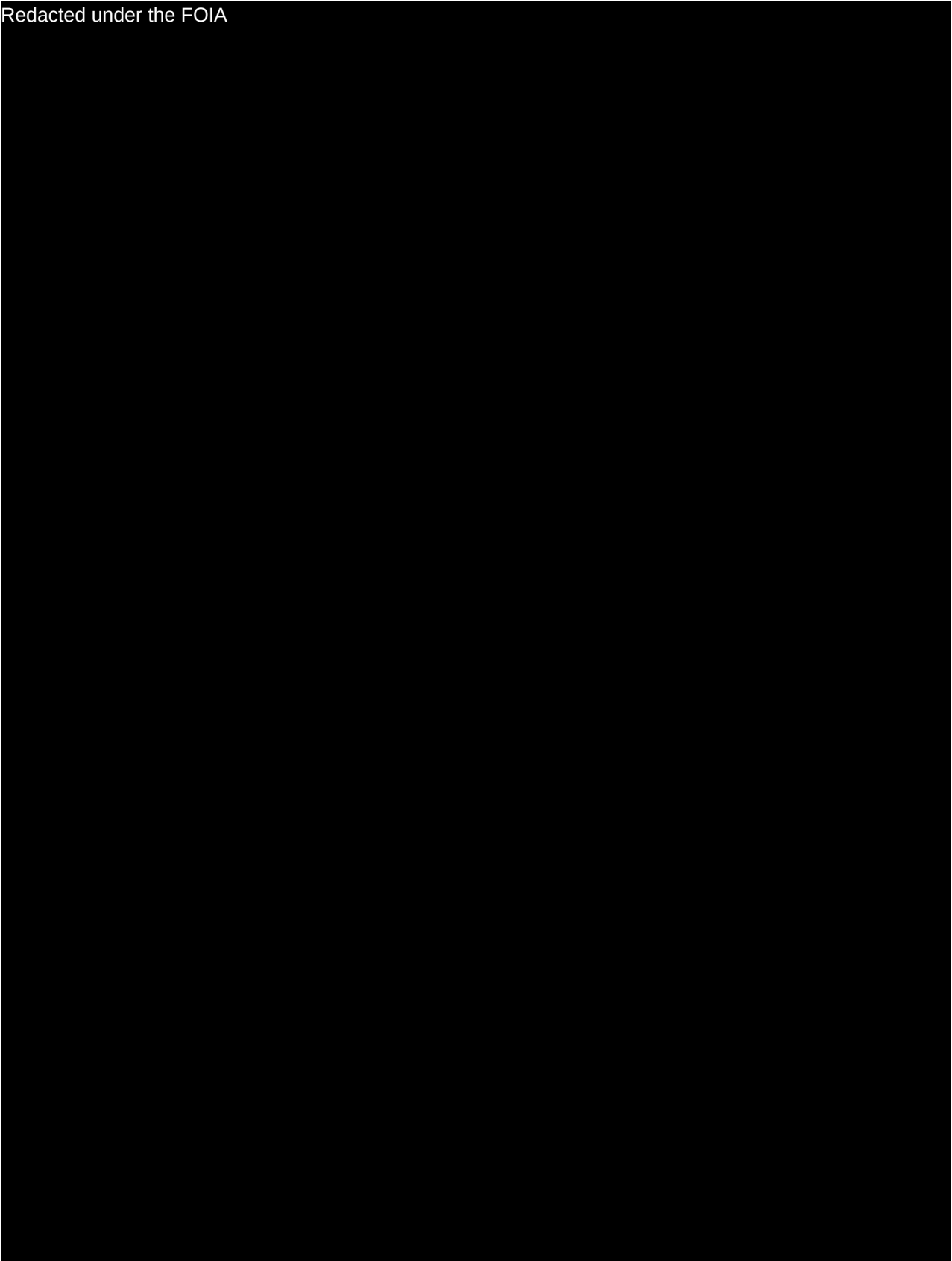
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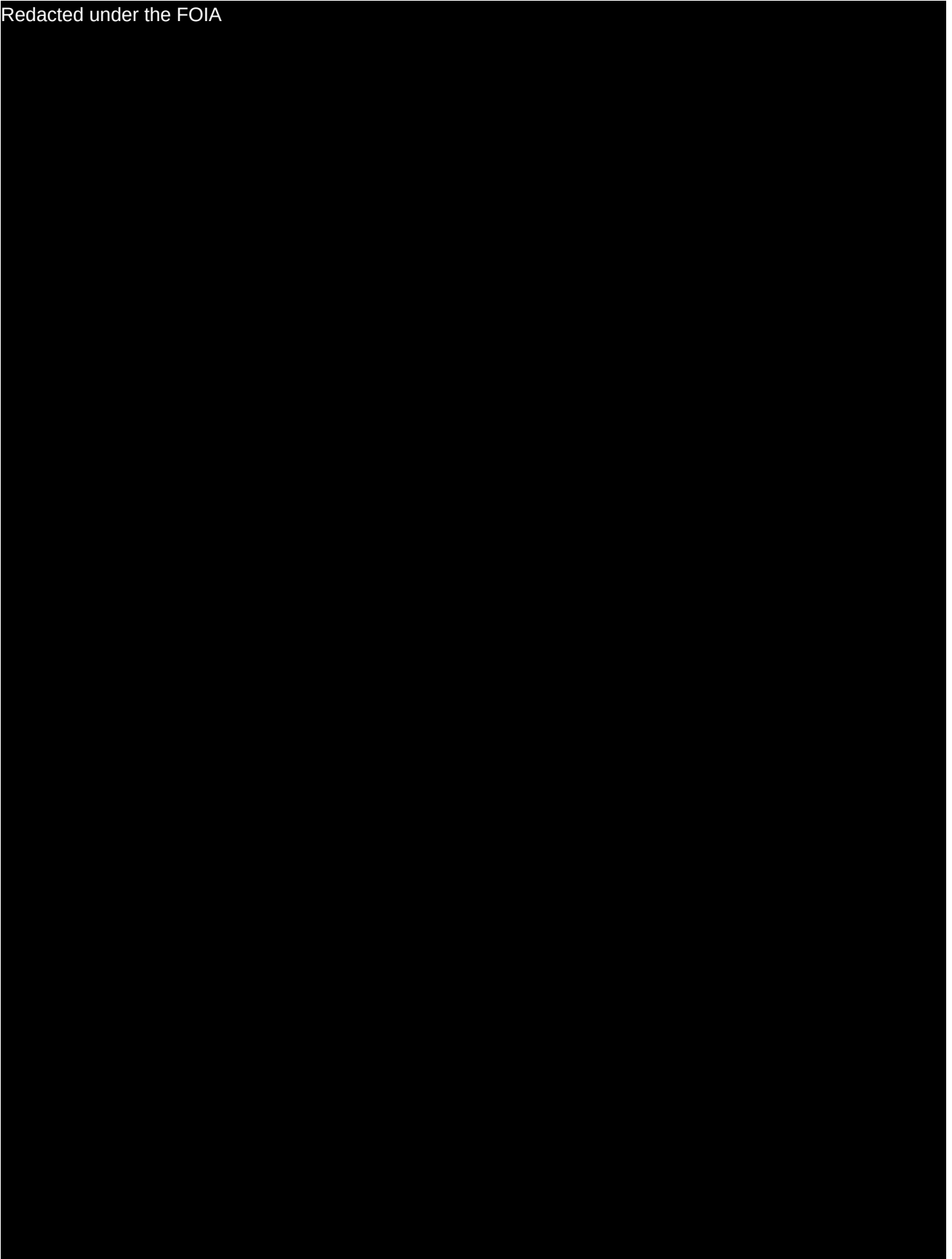
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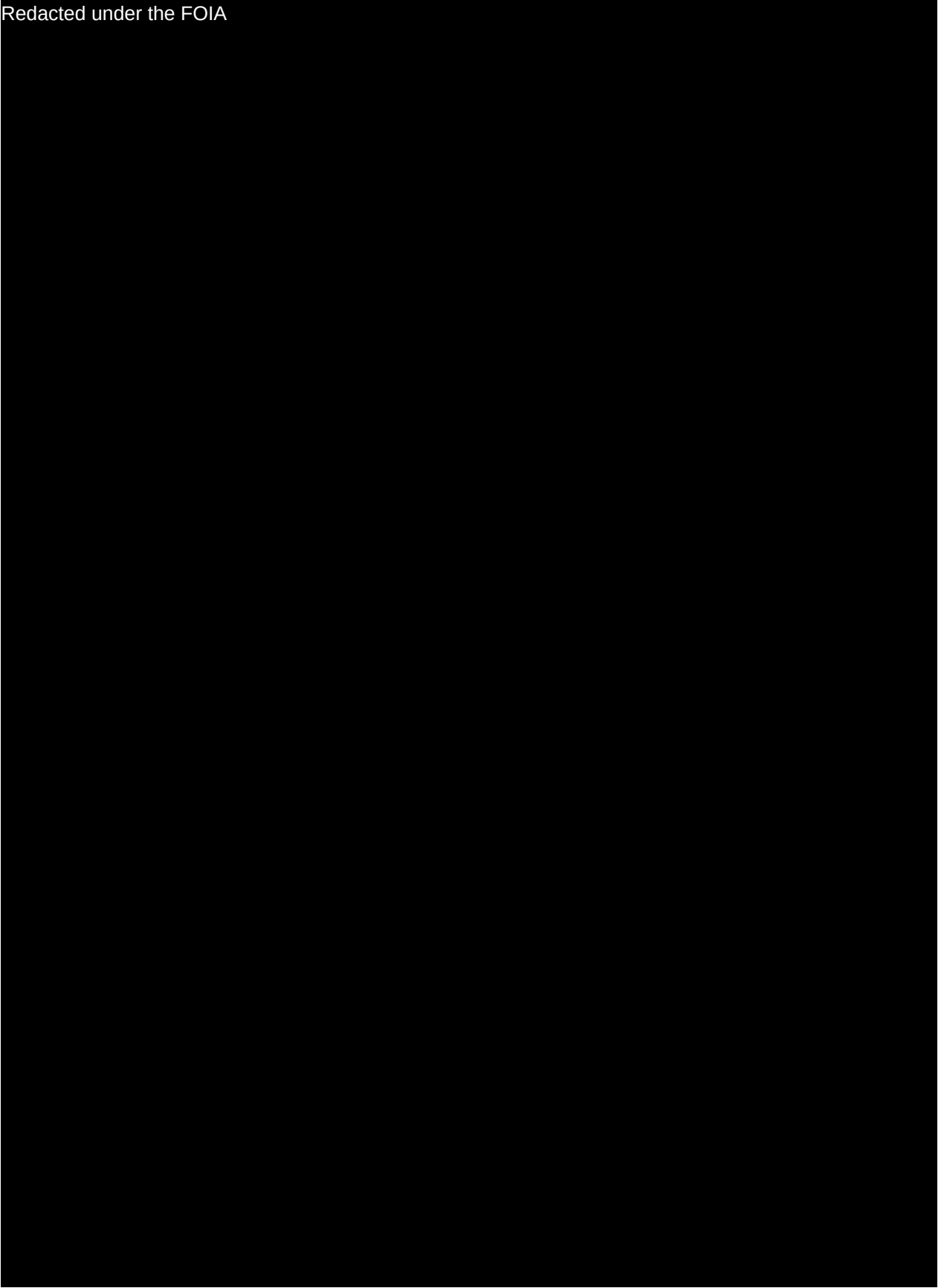
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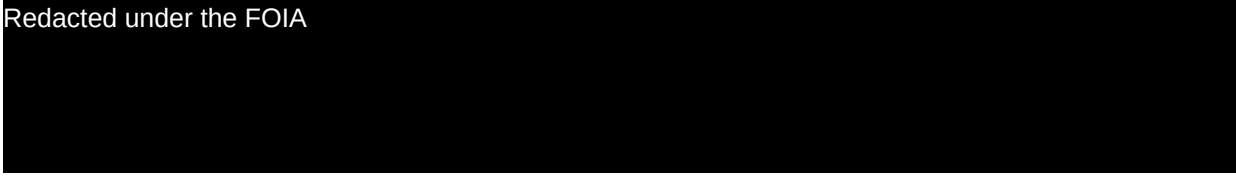
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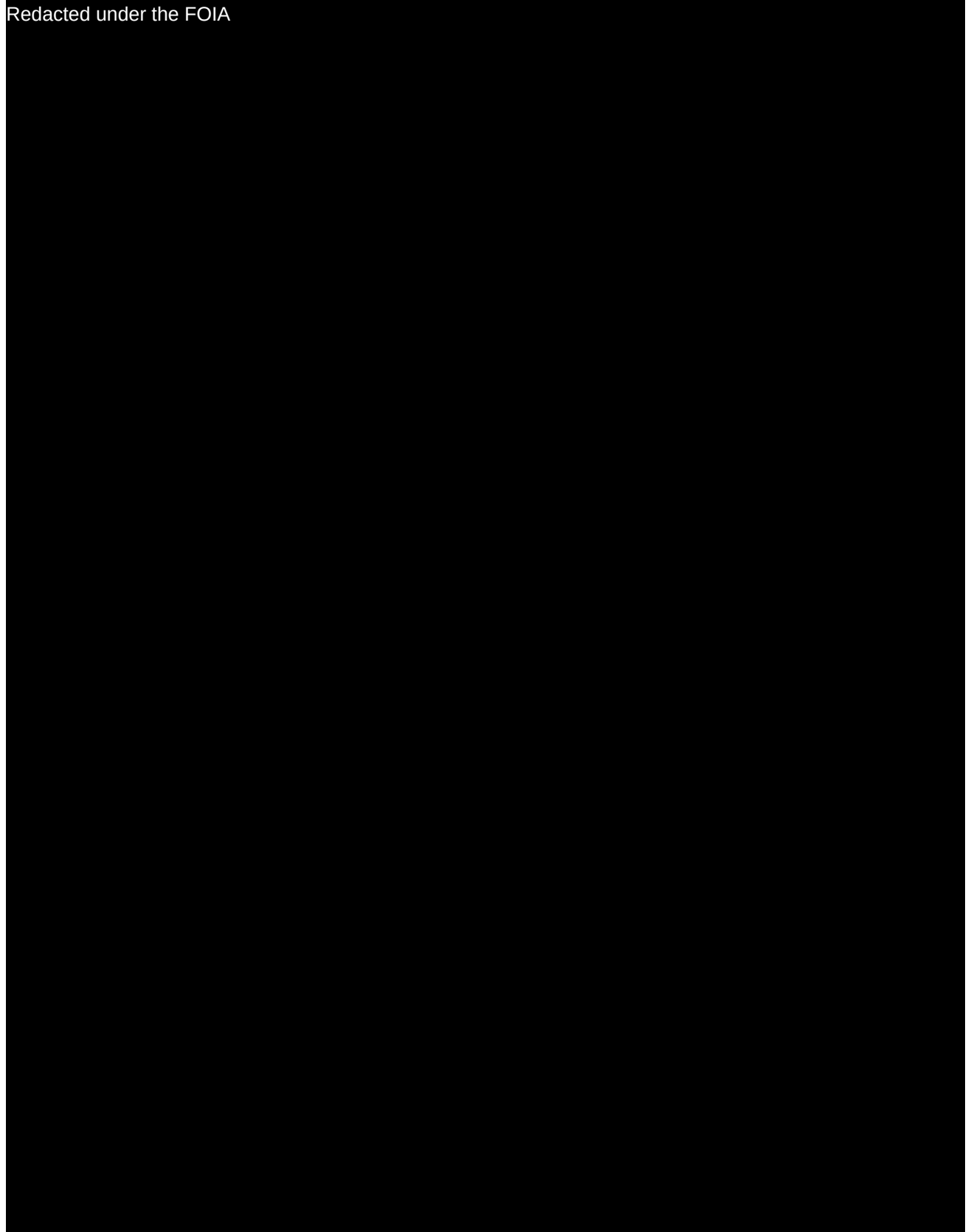
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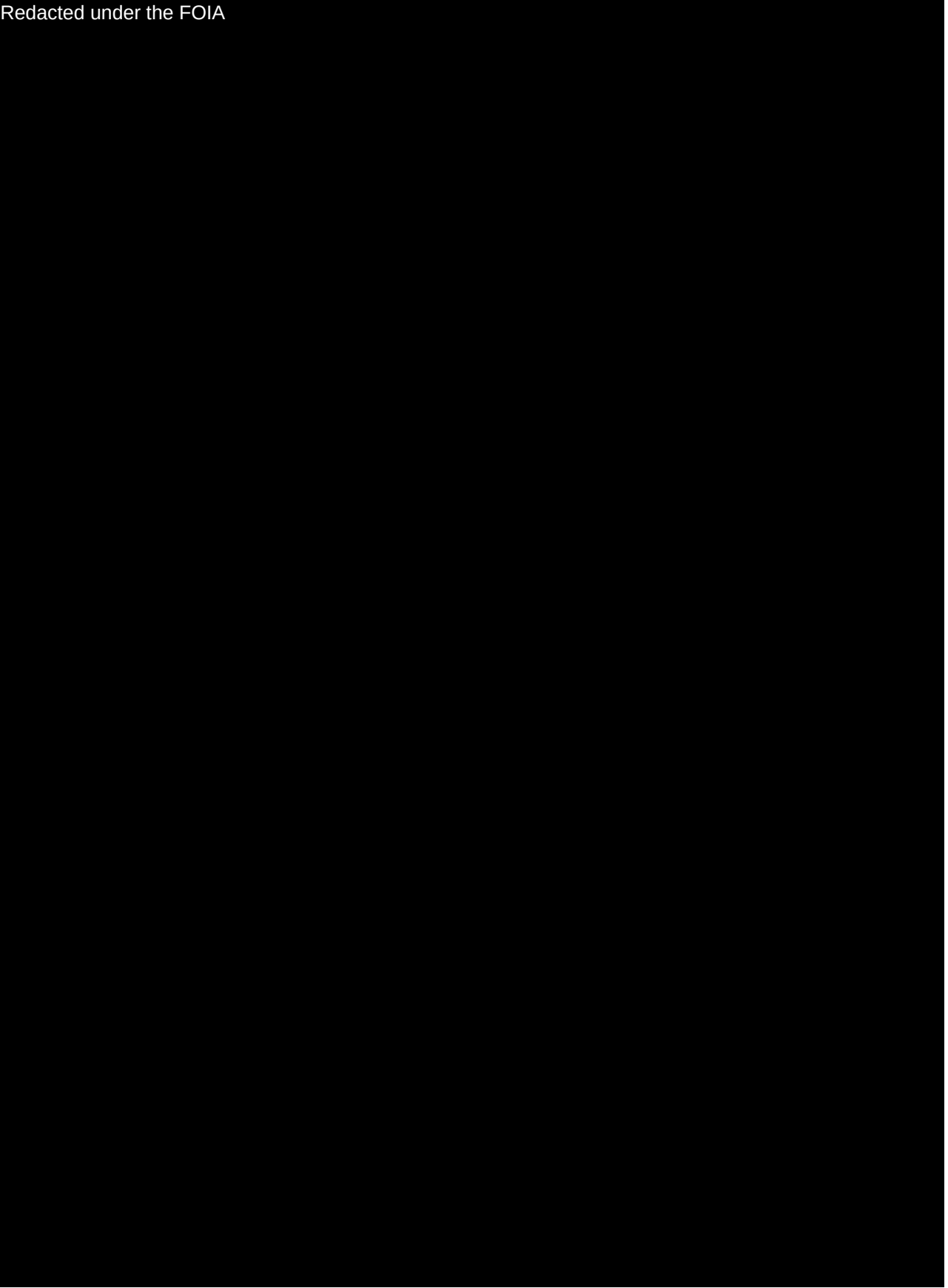
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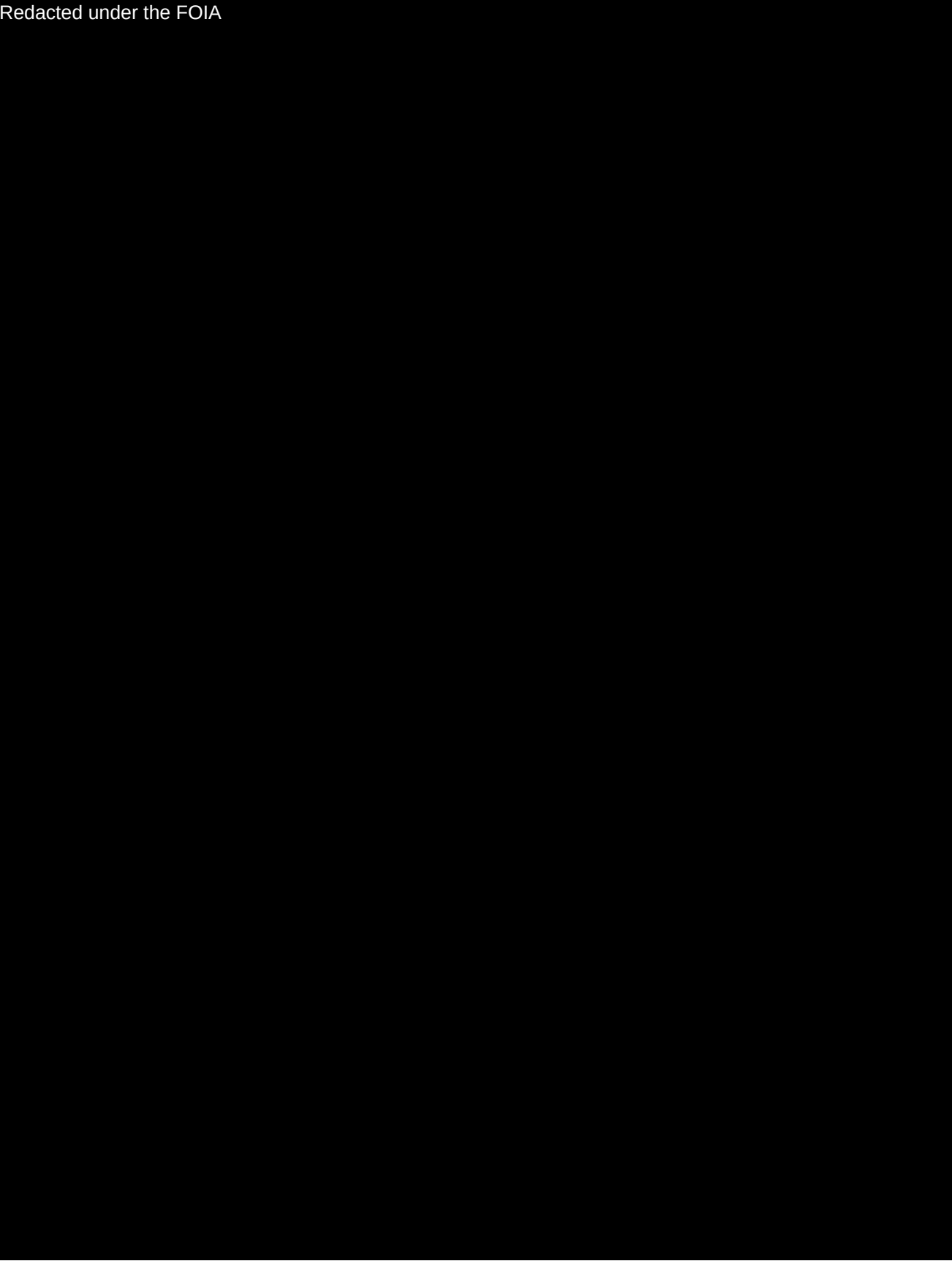
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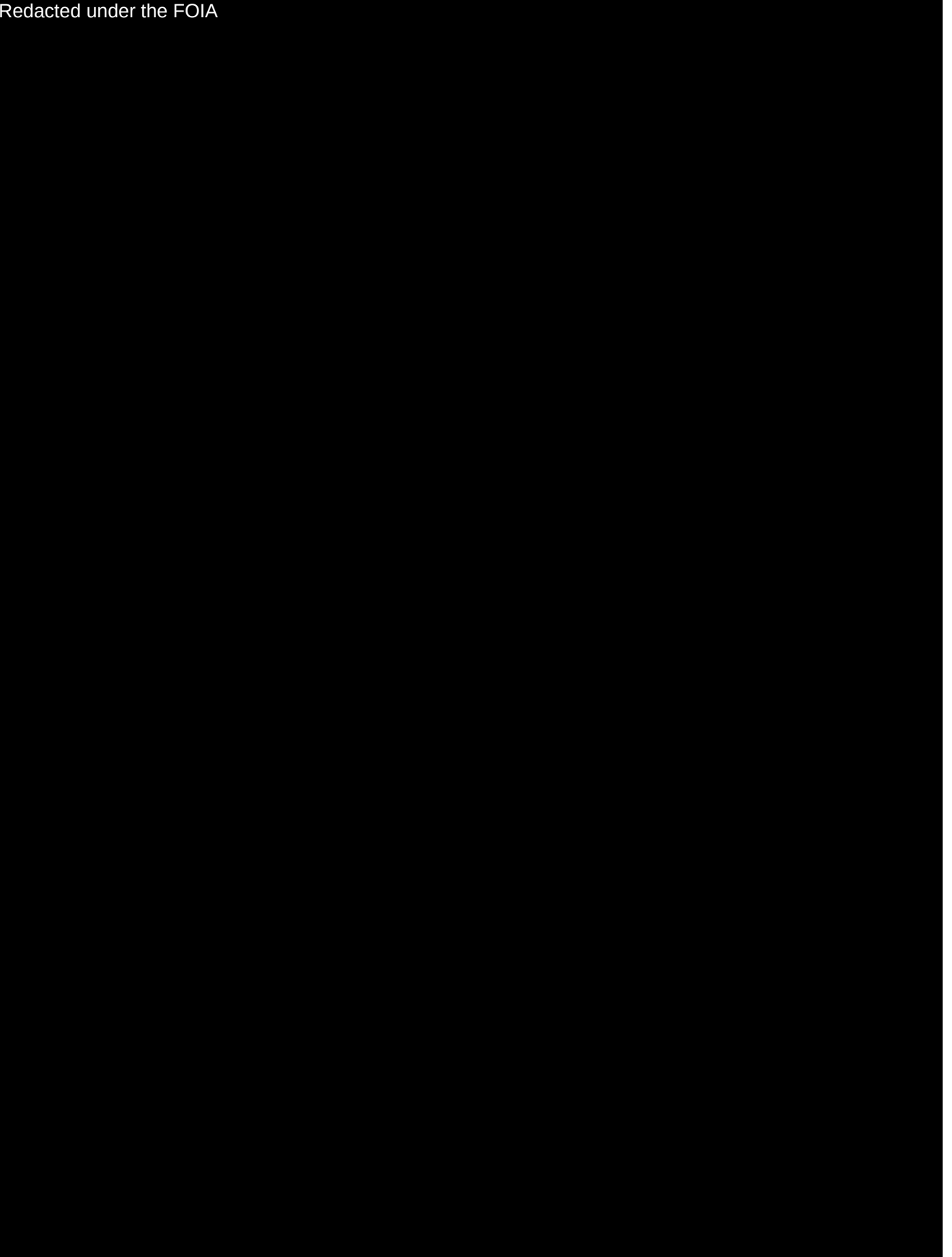
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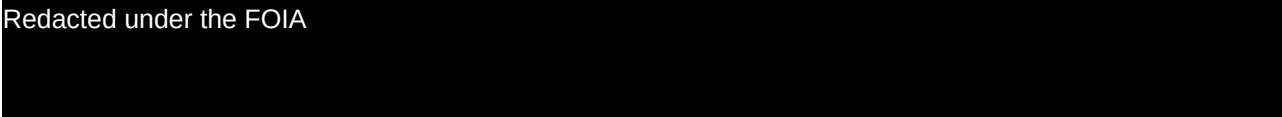
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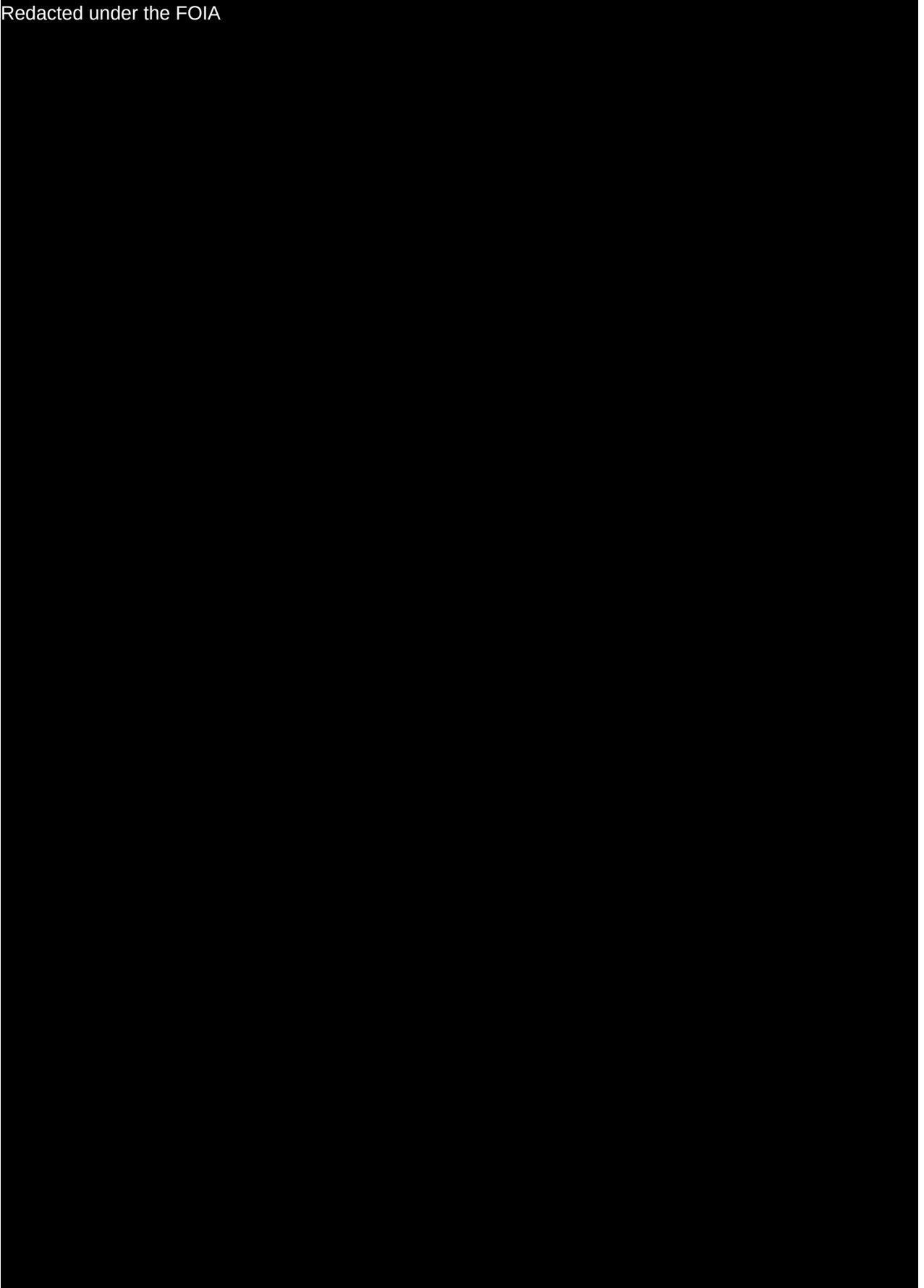
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Call-Off Schedule 5 (Pricing Details)

Call-Off Ref:

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Call-Off Schedule 5 (Pricing Details)

1. Definitions

- 1.1. The following terms used in this Call Off Schedule 5 shall have the following meanings:

“Additional Charges”	means those matters for which the Supplier may invoice the Buyer in accordance with Paragraph 11 of this Call Off Schedule 5 (Pricing Details);
“Breakage Costs”	means any Costs, including redundancy costs, incurred by the Supplier arising out of or in connection with termination of this Call-off Contract. For the avoidance of doubt, “Breakage Costs” shall not include those charges anticipated by Paragraph 9.2 of Call-Off Schedule 10 (Exit Management);
“Implementation Charges”	means the charges for the implementation of the Services;
“Licence”	means a licence for an individual Agent to use the software in the provision the Services, as set out in Annex 2 to this Call Off Schedule 5 (Pricing Details);
“Licence Costs”	means the costs incurred by the Supplier to provide the Licences;
“Maximum Weekly Net Available Hours Cap”	has the meaning given to it in Paragraph 5.3;
“Net Available Hours Rate” or “NAHR”	means the rates designated as such in Annex 1 to this Call Off Schedule 5 (Pricing Details);
“Operational Charges” or “OC”	means the charges for the provision of the Deliverables (excluding the Implementation

Call-Off Schedule 5 (Call-Off Pricing)
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	Charges) calculated in accordance with Paragraph 5 of this Call Off Schedule 5;
“Pass Through Costs”	means a cost incurred by the Supplier to a third-party, for example, for DBS checks, and including in respect of any language translation services;
“Rate Card”	means the rate card for Technology Implementation Charges set out in Annex 4 of this Call Off Schedule 5 (Pricing Details);
“Shrinkage Factor”	means <u>Redacted under the FOIA</u> [Redacted] [Redacted] [Redacted]
“Technology Implementation Charges”	means the charges levied by the Supplier in accordance with Paragraph 12 of this Call Off Schedule 5 (Pricing Details) to implement changes to the Supplier System
“Training Charges”	means the charges levied by the Supplier in accordance with Paragraph 7 of this Call Off Schedule 5 (Pricing Details) for training new and existing Agents;
“Valid Invoice”	means an invoice issued by the Supplier to the Buyer that complies with the requirements of this Call Off Schedule 5 (Pricing Details) and the invoicing procedure in Paragraph 14 of this Call Off Schedule 5 (Pricing Details);

Call-Off Schedule 5 (Call-Off Pricing)

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2. When this Schedule should be used

2.1. This Schedule details:

- 2.1.1. the Call Off Contract Charges for the Goods and/or Services under this Call Off Contract;
- 2.1.2. the invoicing procedures; and
- 2.1.3. the procedure applicable for any adjustment to the Call Off Contract Charges.

3. Call Off Contract Charges

3.1. The Call Off Contract Charges comprise:

- 3.1.1. the Implementation Charges;
- 3.1.2. the Operational Charges;
- 3.1.3. the Training Charges;
- 3.1.4. the Pass Through Costs;
- 3.1.5. the Licence Costs;
- 3.1.6. the Additional Charges; and
- 3.1.7. the Technology Implementation Charges.

3.2. The Supplier acknowledges and agrees that:

- 3.2.1. the only matters for which the Supplier may charge the Buyer are those costs and charges set out in Paragraph 3.1.
- 3.2.2. save in respect of those matters set out in paragraph 3.3 below, the Call Off Contract Charges (other than Pass Through Costs) cannot be increased during the Call Off Contract Period; and
- 3.2.3. it shall not be entitled to any Breakage Costs.

3.3. The Call Off Contract Charges contain all costs and expenses relating to the Goods and/or Services and/or Supplier's performance of its obligations under this Call Off Contract and no further amounts shall be payable by the Buyer to the Supplier in respect of such Goods, Services or performance.

3.4. The Supplier shall not be entitled to be reimbursed by the Buyer for Reimbursable Expenses.

3.5. Notwithstanding paragraphs 5.4(xxiv) and 5.4(xxv) of Call-Off Schedule 20 (Specification), the Supplier may, using the Variation Procedure, request an increase in the Call Off Contract Charges where:

Call-Off Schedule 5 (Call-Off Pricing)

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- 3.5.1. the Supplier has identified a Service efficiency which is financially, operationally and commercially reasonable but which has been declined by the Buyer; and
- 3.5.2. the Supplier has complied with the “Attrition” Service Level, provided that:

Call-Off Schedule 5 (Call-Off Pricing)

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- 3.5.3. any request to increase the Call Off Contract Charges is reflective of increases in Agent salary due to increases in the Real Living Wage;
 - 3.5.4. the Supplier fully evidences the requirement for an increase in the Call Off Contract Charges and forecasts costs associated with such an increase and provides such evidence and forecast to the Buyer as part of the Supplier's request; and
 - 3.5.5. any such request to increase the Call Off Contract Charges is subject to Paragraph 15 of this Call-Off Schedule 5.
- 3.6. The Parties agree that:
- 3.6.1. the Buyer may, using the Variation Procedure, implement any enhancements or improvements to any Awarded Service Line or Additional Service Line; and
 - 3.6.2. the Parties may agree that the Buyer's requirements for an Awarded Service Line go beyond those set out in the Statement of Requirements (each an **"Enhancement"**).
- 3.7. In the case of an Enhancement, the Supplier may propose as part of the Variation additional Implementation Charges, Operational Charges, Training Charges, Technology Implementation Charges and/or Pass Through Costs relating to the Enhancement (together, the **"Enhancement Charges"**) where:
- 3.7.1. the Enhancement was not provide for in any documents or information provided to the Supplier before it submitted its Call-Off Tender;
 - 3.7.2. the proposed Enhancement Charges reflect an increase in costs incurred by the Supplier due to the Enhancement;
 - 3.7.3. the Supplier fully evidences the requirement for the proposed Enhancement Charges and forecasts costs associated with the proposed Enhancement Charges and provides such evidence and forecast to the Buyer as requested; and
 - 3.7.4. in the case of an Enhancement which increases the efficiency of delivering a Service Line and, as a result, reduces any of the Supplier's costs in delivering that Service Line, the cost savings are either:
 - 3.7.4.1. passed on to the Buyer in accordance with paragraph 2.1 of Call-Off Schedule 3 (Continuous Improvement); or
 - 3.7.4.2. subject to a gainshare agreed in accordance with paragraph 2.12 of Call-Off Schedule 3 (Continuous Improvement).
- 3.8. The Supplier may, using the Variation Procedure request an increase to one or more of the NAHRs set out in Annex 1 where:
- 3.8.1. there is a Relevant Transfer (as defined in Call-Off Schedule 2) in relation to Transferring Former Supplier Employees (as defined in Call-Off Schedule 2);

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- 3.8.2. the Transferring Former Supplier Employees are subject to terms and conditions of employment or working conditions that are more favourable to employees than the terms and conditions of employment or working conditions of the Supplier's Agents (such difference being the "**Difference of Terms**");
- 3.8.3. any request to increase the NAHRs is reflective of increases in costs to the Supplier arising as a direct result of the Difference of Terms;
- 3.8.4. those increases in costs were not reasonably foreseeable based on any information or data disclosed by the Buyer to the Supplier prior to the date of the Supplier's Tender; and
- 3.8.5. in addition to the Impact Assessment required by the Variation Procedure, the Supplier fully evidences to the Buyer's reasonable satisfaction:
 - 3.8.5.1. the requirements set out in Paragraph 3.8.3;
 - 3.8.5.2. the requirement for an increase in the Call Off Contract Charges and forecasts costs associated with such an increase; and
 - 3.8.5.3. that the proposed changes to the NAHR will not see the Supplier obtain any greater profit margin from this Agreement than it anticipated when it entered into this Agreementand provides such evidence to the Buyer as part of the Supplier's request.
- 3.9. The Supplier must provide such additional information in support of the request under Paragraph 3.8 as the Buyer may reasonably request.
- 3.10. In the event the Buyer requires the Supplier to migrate the Services to the Buyer's Technology Platform, the Buyer Authorised Representative and Supplier Authorised Representative shall, during the Transition Period meet to discuss in good faith whether any changes to the Call-Off Contract Charges are required with any such changes being subject to Paragraph 15 of this Call-Off Schedule 5.

4. Implementation Charges

- 4.1. The Supplier may not charge for any costs or expenses it may incur in respect of activities relating to the implementation of any Awarded Service Lines or any Additional Service Line.
- 4.2. The Supplier may charge for any costs or expenses it may incur in respect of activities relating to the implementation of any New Service Lines or any Enhancement, including, but not limited to, any project management costs or expenses incurred prior to the Call-Off Start Date.

5. Operational Charges

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5.1. The Operational Charges comprise:

5.1.1. the charges payable for Agent time in accordance with the prevailing capacity profile and calculated by reference to the Net Available Hours worked by an Agent as described in Paragraph 5.2;

5.1.2. the charges for agreed hours worked in excess of the prevailing capacity profile as described in Paragraph 5.6, and
are calculated as described in this Paragraph and payable monthly in arrears.

5.2. Save as set out in Paragraph 5.6, the Operational Charges will be calculated as follows:

The Operational Charges are calculated on a weekly basis in arrears, with each week starting on a Monday, using the following formula:

$$OC = TAH \times NAHR$$

Where

OC is the Operational Charge for the week;

TAH is the sum of:

TH x SF; and

the lesser of either:

total number of Net Available Hours delivered by the Supplier in that week; or

the number of Net Available Hours ordered by the Buyer in that week; and

TH is the total number of training hours delivered to new Agents; SF is the Shrinkage Factor;

NAHR is, subject to paragraphs 6.2 and 6.4, the figure in the column labelled "Net Available Hourly Rate" of the table in Annex 1 that corresponds to TAH.

By way of example.

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Refer to Annex 6 for Agent waterfall.

- 5.3. Subject to Paragraph 5.6 below, the Supplier must ensure that the number of Net Available Hours used to calculate the Operational Charge is any week is no greater than the number of Net Available Hours ordered by the Buyer in that week ("**Maximum Weekly Available Hours Cap**"). For the avoidance of doubt, save as provided in Paragraph 5.6, any hours delivered in excess of the Maximum Weekly Billable Hours Cap will not be chargeable to DHSC.
- 5.4. Where, due to an indicated increase in demand, it is anticipated that there will be a gap between demand and the prevailing forecasted FTE capacity the Supplier shall, with prior written approval from the Buyer, provide additional resource to support the increased demand, either through additional Agent hours (overtime) or additional Agents. The Supplier shall provide details as to how it will meet the increased demand requirement to the Buyer for approval.
- 5.5. Where the additional resource capacity is to be facilitated by way of overtime the Supplier shall provide full transparency and reporting regarding and/or (where appropriate) compliance in the following areas:
- 5.5.1. the minimum and maximum overtime capability in a week.
 - 5.5.2. the total number of additional/overtime hours provided from the Agent resource by the Supplier.
- 5.6. Where Paragraphs 5.4 and 5.5 apply, the Maximum Weekly Net Available Hours Cap will not apply, for such period as the Buyer may determine.

6. Additional Agent payments

- 6.1. The Supplier must pay each Agent who works at any time on either Christmas Day or New Year's Day a rate for that time equal to twice the amount that Agent would normally receive on any other business day;

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- 6.2. The relevant NAHR for the calculation of the Operational Charges for Christmas Day and New Year's Day is the figure in column F of the table in Annex 1 that corresponds to the number of Net Available Hours delivered to which shall be added:
 - 6.2.1. the prevailing rate for the Real Living Wage on the relevant date; and
 - 6.2.2. any additional costs incurred by the Supplier that are solely related to the increased hourly rate paid to the Agent, for example any increased employer's pension or national insurance contributions.
- 6.3. The Supplier may pay Agents an additional sum per hour for any time that they work during Unsociable Hours.
- 6.4. The relevant NAHR for the calculation of the Operational Charges for any Available Hour delivered during Unsociable Hours is the figure in column F of the table in Annex 1 that corresponds to the number of Net Available Hours delivered in the relevant week to which shall be added:
 - 6.4.1. the additional sum per hour paid to the Agents working during that period;
 - 6.4.2. any additional costs incurred by the Supplier that are solely related to the increased hourly rate paid to the Agent, for example any increased employer's pension or national insurance contributions.
- 6.5. The relevant NAHR calculated under Paragraph 6.4 cannot exceed [REDACTED].
- 6.6. Where the Buyer considers that it will require Agents to work during Unsociable Hours in significant numbers, for an extended period, or for both reasons, the Buyer and Supplier shall agree a long-term NAHR for Unsociable Hours that:
 - 6.6.1. takes into account
 - 6.6.1.1. any actual additional costs incurred by the Supplier in providing the Services during Unsociable Hours compared to providing the Services at other times;
 - 6.6.1.2. the increased hourly rate paid to an Agent for working Unsociable Hours; but which
 - 6.6.2. is less than the amount in Paragraph 6.5.

7. Increased productivity

- 7.1. The Supplier may, at any time, propose a Variation to implement operational efficiencies that increase either the Net Available Hours per FTE Agent per week (as set out in the table in Paragraph 5.2) or the utilisation rate during those Net Available Hours.
- 7.2. The Impact Assessment accompanying such a proposed Variation must show, in addition to any other requirements:
 - 7.2.1. the impact on the number of FTE Agents required to provide a given number of Net Available Hours or perform a given number of activities;

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7.2.2. Show how the benefits of the decreased costs of those FTE or those activities will be passed to the Buyer;

7.2.3. Propose reduced Net Available Hours Rates to reflect that sharing of efficiencies.

8. Training Charges

- 8.1. The Supplier may charge the Training Charges for training provided to new and existing Agents in accordance with this Paragraph 8.
- 8.2. For the purposes of this Paragraph 8 and the calculation of the Training Charges, a new Agent does not include any Agent recruited by the Supplier as result of Attrition.
- 8.3. The Training Charges are calculated on a weekly basis in arrears, with each week starting on a Monday, using the following formula:

$$TC = TH \times THR$$

Where

TC is the Training Charge for the week;

TH is the total number of hours' training delivered in that week, where the number of hours in respect of any individual agent cannot exceed [REDACTED] hours;

THR is the figure in column labelled "Training Rate" of the table in Annex 1 that corresponds to TAH + (TH x SF); and

SF is the Shrinkage Factor (ie, [REDACTED]).

A worked example showing the calculation of the Training Charges and Operational Charges is set out in Paragraph 5.2.

Note: The Shrinkage Factor is applied to the number of training hours provided to take into account that training is provided on a [REDACTED] hours per day and [REDACTED] hours per week basis and Net Available Hours are provided on a [REDACTED] hours per day and [REDACTED] hours per week basis. The Shrinkage Factor "adjusts down" the training hours to express them on the same basis as the Net Available Hours.

The Shrinkage Factor value of [REDACTED] is the outcome of the following calculation:

[REDACTED] (ie, the Bid Net Available Hours for an FTE agent per week) ÷ [REDACTED] (ie, the number of hours' training that could be provide to a new Agent in one week)

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- 8.4. The Buyer and the Supplier will from time to time agree:
- 8.4.1. the training to be provided to new Agents on any individual Service Line; and
 - 8.4.2. any ongoing training to be provided to Agents above that provided for in the table in Annex 6 in respect of coaching and briefings.
- 8.5. The Supplier must provide the agreed training to new and existing Agents.
- 8.6. Except as set out in Paragraphs 8.4 and **Error! Reference source not found.**, the Supplier may not charge for any training delivered to Agents.

9. Pass Through Costs

- 9.1. The Supplier may not invoice for any Pass Through Costs other than with the prior written permission of the Buyer.
- 9.2. The Supplier may not add any margin or overhead to any Pass Through Cost invoiced to the Buyer.
- 9.3. The Supplier must ensure that any invoice it submits containing a request for the payment of Pass Through Costs is accompanied by:
- 9.3.1. The written permission of the Buyer permitting for those Pass Through Costs to be invoiced; and
 - 9.3.2. Both:
 - 9.3.2.1. the relevant invoice, and any other relevant information or data provided by the relevant third party to the Supplier, relating to the Pass Through Costs; and
 - 9.3.2.2. proof of payment of that invoice.

10. Licence Costs

- 10.1. The Supplier may invoice for the Licence Costs set out in Annex 2 of this Call Off Schedule 5.
- 10.2. The part of any particular Licence Costs that relates to support and maintenance provided by the Supplier may not change during the Term.
- 10.3. The part of any particular Licence Costs that relates to a software licence provided by a third party may change to reflect the prevailing charges for that software licence.
- 10.4. The Supplier must ensure that at any one time it purchases the minimum number of Licences required in order to provide the Services.
- 10.5. The Supplier may only invoice for Licences of the type set out in Annex 2 of this Call Off Schedule 5 (Pricing Details).
- 10.6. The Supplier must invoice the actual costs for the Licences to it together with the relevant support and maintenance charges set out in Annex 2 of this Call Off Schedule 5 (Pricing Details).
- 10.7. The Supplier must ensure that any invoice it submits containing a request for the payment of Pass Through Costs is accompanied by:

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10.7.1. Such information as the Buyer may require to demonstrate compliance with Paragraph 10.4; and

10.7.2. Both:

10.7.2.1.the relevant invoice relating to the Licence Costs; and

10.7.2.2.proof of payment of that invoice.

11. Additional Costs

11.1. With the prior written agreement of the Buyer, the Supplier may invoice for Additional Costs.

11.2. The Supplier may invoice only:

11.2.1. for Additional Costs of the type set out in Annex 3 to this Call Off Schedule; and

11.2.2. for the maximum amount in respect of that type of Additional Cost in the relevant period set out in Annex 3 to this Call Off Schedule.

11.3. Where the Additional Costs relate to the activity of one or more individuals, those Additional Costs must be calculated to the nearest day.

11.4. Any invoice submitted that includes a request for payment of Additional Costs must be supported by sufficient evidence that:

11.4.1. the costs have actually been incurred;

11.4.2. the day in respect of the Additional Costs is consistent with the Rate Card.

12. Technology Implementation Charges

12.1. The Buyer may, at any time, instruct the Supplier, using the Change Control Process, to implement changes to the Supplier System:

12.1.1. to better interface with the Buyer System; or

12.1.2. as a consequence of planned technology changes in the Buyer System.

12.2. The Supplier may invoice the Technology Implementation Charges.

12.3. Where the Technology Charges relate to the activity of one or more individuals, those Technology Implementation Costs must be calculated to the nearest half-day.

12.4. Any invoice submitted that includes a request for payment of Technology Implementation Charges must be supported by sufficient evidence that:

12.4.1. the Technology Implementation Charges incurred are provided for in the relevant Contract Change Note;

12.4.2. the costs have actually been incurred;

12.4.3. each day or half-day invoiced for in respect of the Technology Implementation Charges uses the relevant rate set out in the Rate Card.

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13. New Service Lines

- 13.1. The Buyer and the Supplier may from time to time agree to introduce New Service Lines using the Variation Procedure.
- 13.2.
- 13.3. When calculating any proposed charges for New Service Line for the purpose of the Impact Assessment, the Supplier:
- 13.3.1. May propose:
 - 13.3.1.1. an increase or decrease to the NAHR for Operational Charges relating to that New Service Line;
 - 13.3.1.2. additional charges of the types set out in Paragraph 3.1; or
 - 13.3.1.3. any new type of Call Off Contract Charges.
 - 13.3.2. Must use the prices in the Rate Card, or such lower prices as the Supplier may submit, when proposing any Implementation Charges for the New Service Line, but not for any other purpose; and
 - 13.3.3. Must either:
 - 13.3.3.1. provide for all required licences to be provided as Pass Through Charges to the Buyer; or
 - 13.3.3.2. provide full details of any overhead or margin applied to the required licences.
- 13.4. Where the Supplier makes a proposal for new or additional Call Off Contract Charges under Paragraph 13.3, the Supplier must fully evidence to the Buyer's reasonable satisfaction that the proposed changes to the Call Off Contract Charges will not see the Supplier obtain any greater profit margin from this Agreement than it anticipated when it entered into this Agreement.

14. Invoicing Procedure

- 14.1. This Paragraph 13 is subject to Annex 5: Invoice Process of this Call Off Schedule 5 (Pricing Details).
- 14.2. The Buyer shall pay all sums properly due and payable to the Supplier in cleared funds within thirty (30) days of receipt of a Valid Invoice, submitted to the address specified in the Order Form and in accordance with the provisions of this Call Off Contract. However, the Buyer shall use its reasonable endeavours to pay such undisputed invoices sooner in accordance with any applicable government prompt payment targets.
- 14.3. The Supplier shall accept the Government Procurement Card as a means of payment for the Goods and/or Services where such card is agreed with the Customer to be a suitable means of payment. The Supplier shall be solely liable to pay any merchant fee levied for using the Government Procurement Card and shall not be entitled to recover this charge from the Buyer
- 14.4. The Supplier shall ensure that each invoice:

Call-Off Schedule 5 (Call-Off Pricing)

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14.4.1. contains:

14.4.1.1.all appropriate references, including the information set out in Clause 4.5, the unique order reference number set out in the Call Off Order Form, a valid PO Number, PO item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager); and

14.4.1.2.a detailed breakdown of the Delivered Goods and /or Services, including the Milestone(s) (if any) and Deliverable(s) within this Call Off Contract to which the Delivered Goods and/or Services relate, against the applicable due and payable Call Off Contract Charges; and

14.4.2. shows separately:

14.4.2.1.any Service Credits due to the Buyer;

14.4.2.2.the VAT added at the prevailing rate to the due and payable Call Off Contract Charges; and

14.4.3. is exclusive of any Management Charge (and the Supplier shall not attempt to increase the Call Off Contract Charges or otherwise recover from the Buyer as a surcharge the Management Charge levied on it by CCS);

14.4.4. is supported by any other documentation:

14.4.4.1.required as set out in this Schedule 5 (Payment Details); and

14.4.4.2.reasonably required by the Buyer to substantiate that the invoice is a Valid Invoice.

14.5. Pass Through Costs shall be invoiced separately with supporting source documentation provided.

14.6. The Supplier shall submit invoices directly to the Buyer's billing address set out in the Call Off Order Form.

14.7. The Supplier shall comply with any improvement initiatives of the Buyer in relation to purchase-to-pay processes and systems throughout the life of the Call Off Contract.

15. Adjustment to Call Off Contract Charges

15.1. The Call Off Contract Charges shall only be varied where:

15.1.1. all or part of the Call Off Contract Charges are reduced as result of a review of the Call Off Contract Charges in accordance with Call Off Schedule 16 (Benchmarking);

15.1.2. all or part of the Call Off Contract Charges are varied as a result of Paragraphs 3.5, 3.6 or 3.8 of this Call-Off Schedule 5;

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15.1.3. all or part of the Call Off Contract Charges are varied as a result of Paragraph 13 of this Call-Off Schedule 5.

15.2. Variations in accordance with the provisions of this Call Off Schedule 5 to all or part of the Call Off Contract Charges (as the case may be) shall be made by the Buyer subject to review in accordance with Call Off Schedule 16 (Benchmarking) where an adjustment to the Call Off Contract Charges is made in accordance with Paragraph 15.1 above.

Call-Off Schedule 5 (Pricing Details)

Call-Off Ref:

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Annex 1: Net Available Hours Rates

Framework Ref: RM6181

Project Version: v1.0

Model Version: v3.1

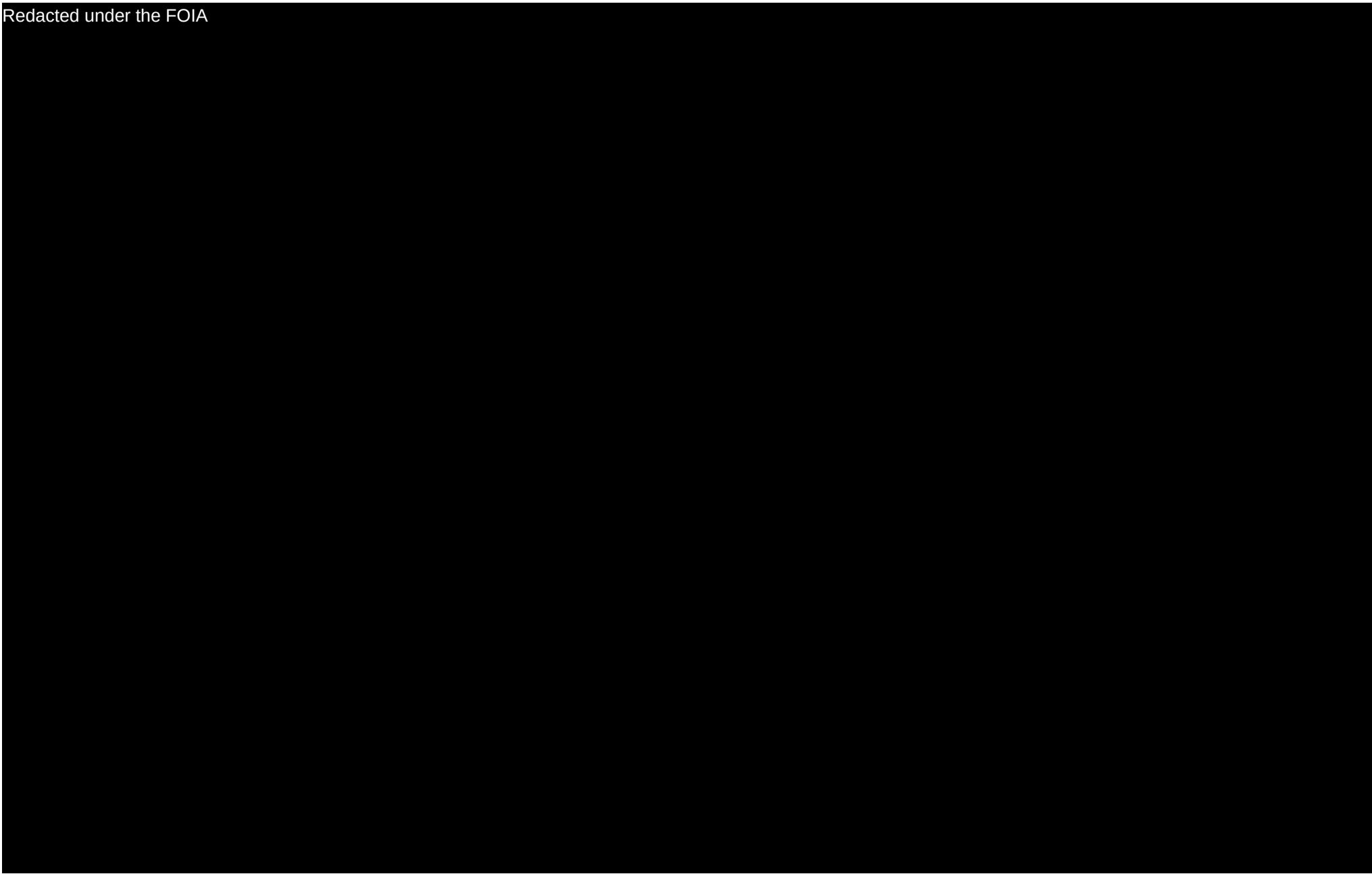
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Annex 2: Licence Costs

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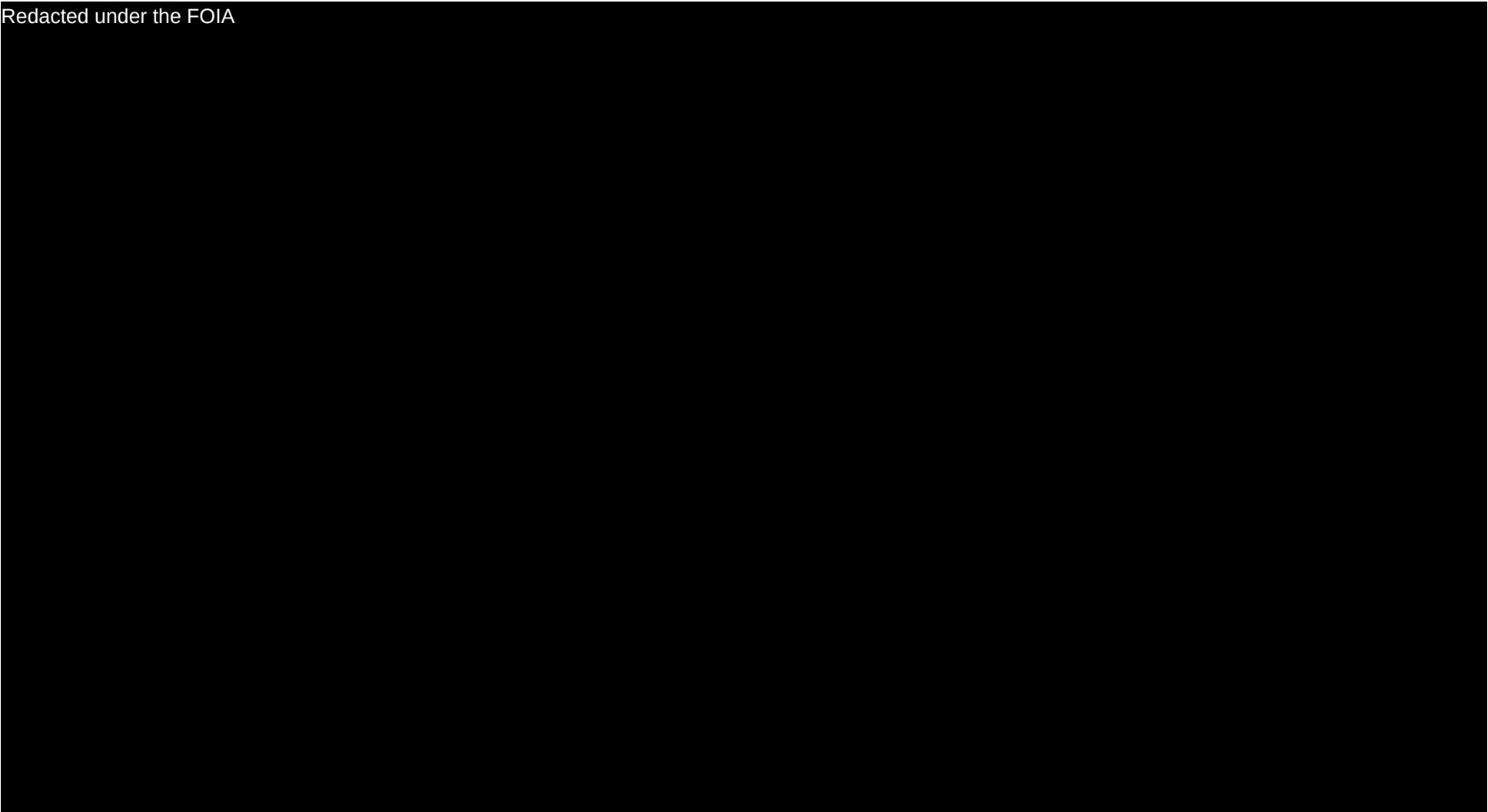
FM Project Version: 1.A

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Annex 3: Additional Costs

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Annex 4: Rate Card

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FM Project Version: 1.A

Call-Off Schedule 5 (Pricing Details)

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Annex 5: Invoice Process



Invoicing
Process.docx

Invoice Receipting Process

1. Supplier shall send the invoice and backup source data to Trace Invoicing (Trace.Invoicing@dhsc.gov.uk), and CC the authority Contract Manager and Service Operations Lead.
2. UKHSA Commercial, Trace Invoicing and Operations will check the hours and ancillary costs to ensure that they are contractually acceptable, and within the agreed limit. The hours must fall within the cumulative total of the individual weekly caps for each invoicing week of that month within the invoicing period. They will also check that all elements of the invoice match up to the backup data provided by the supplier.
3. If there has been an overprovision of hours, or the ancillary costs exceed an agreed limit, or if the invoice does not match up with the backup data, UKHSA Commercial or Trace Invoicing will flag the discrepancy to the supplier. If two or more errors are found within invoices within a single month, this will result in a Service Credit in accordance with the Service Levels and Service Credit Regime in Call Off Schedule 14.
4. Once all checks are completed and approval is provided by Commercial, Operations and Trace Invoicing, Trace Invoicing will email the budget holder for senior approval along with the backup and invoice assessment summary.
5. Once senior approval is provided, Trace Invoicing will receipt the total value of the invoice (excluding VAT) on the MaPS system.
6. Trace Invoicing will update the Invoice Tracker to record the invoice status.
7. Trace Invoicing will then send the invoice to Payables@phe.gov.uk
8. Payment will then be made within 3-5 days via BACs. All of the checks and payment will be made within the 30-day payment term as per Paragraph 14.2 of Call off Schedule 5.

Call-Off Schedule 5 (Call-Off Pricing)
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Annex 6: Agent Waterfall Hours

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Call-Off Schedule 6 (ICT Services)

Call-Off Ref:

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Call-Off Schedule 6 (ICT Services)

1. Definitions

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

"Buyer Property"	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;
"Buyer Software"	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
"Buyer System"	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;
"Commercial off the shelf Software" or "COTS Software"	Non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms
"Defect"	any of the following: a) any error, damage or defect in the manufacturing of a Deliverable; or b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant

Call-Off Schedule 6 (ICT Services)

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Deliverable from passing any Test required under this Call Off Contract; or

- d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;

"Emergency Maintenance"

ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;

"ICT Environment"

the Buyer System and the Supplier System;

"Licensed Software"

all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Call Off Contract, including any COTS Software;

"Maintenance Schedule"

has the meaning given to it in paragraph 8 of this Schedule;

"Malicious Software"

any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;

"New Release"

an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;

"Open Source Software"

computer software that has its source code made available subject to an open-source licence under which the owner of the copyright

Call-Off Schedule 6 (ICT Services)

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	and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
"Operating Environment"	means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or c) where any part of the Supplier System is situated;
"Permitted Maintenance"	has the meaning given to it in paragraph 8.2 of this Schedule;
"Quality Plans"	has the meaning given to it in paragraph 6.1 of this Schedule;
"Sites"	has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;
"Software"	Specially Written Software COTS Software and non-COTS Supplier and third party Software;
"Software Supporting Materials"	has the meaning given to it in paragraph 9.1 of this Schedule;
"Source Code"	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
"Specially Written Software"	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third

Call-Off Schedule 6 (ICT Services)

Call-Off Ref:

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party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;

"Supplier System"

the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);

2. When this Schedule should be used

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

3. Buyer due diligence requirements

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

Call-Off Schedule 6 (ICT Services)

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4. Licensed software warranty

4.1. The Supplier represents and warrants that:

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

5. Provision of ICT Services

5.1. The Supplier shall:

- 5.1.1. ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;
- 5.1.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
- 5.1.3. ensure that the Supplier System will be free of all encumbrances;
- 5.1.4. ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;
- 5.1.5. minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables;

6. Standards and Quality Requirements

- 6.1. The Supplier shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 6.2. The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them.

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Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.

- 6.3. Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
- 6.4. The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:
 - 6.4.1. be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;
 - 6.4.2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
 - 6.4.3. obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

7. ICT Audit

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

8. Maintenance of the ICT Environment

- 8.1. If specified by the Buyer in the Order Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.
- 8.2. Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
- 8.3. The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance.
- 8.4. The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

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9. Intellectual Property Rights in ICT**9.1. Assignments granted by the Supplier: Specially Written Software**

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

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

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

9.1.2. The Supplier shall:

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

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

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

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

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

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

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

9.2.2. Where the Buyer Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grants to the Buyer a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.

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

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

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

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

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

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

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- 9.3.1. The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 9.3.2. Where the Supplier owns the COTS Software it shall make available the COTS software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 9.3.3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 9.3.4. The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:
 - 9.3.4.1. will no longer be maintained or supported by the developer; or
 - 9.3.4.2. will no longer be made commercially available

9.4. Buyer's right to assign/novate licences

- 9.4.1. The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 9.2 (to:
 - 9.4.1.1. a Central Government Body; or
 - 9.4.1.2. to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.
- 9.4.2. If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in paragraph 9.2.

9.5. Licence granted by the Buyer

- 9.5.1. The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer Software and the Specially Written Software solely to the extent necessary for providing the Deliverables in accordance with this Contract, including the right to grant sub-licences to Sub-Contractors provided that any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 16 (What you must keep confidential).

9.6. Open Source Publication

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

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

9.6.1.2. based on Open Standards (where applicable),

and the Buyer may, at its sole discretion, publish the same as Open Source.

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

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

9.6.2.2. have been developed using reasonable endeavours to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them;

9.6.2.3. do not contain any material which would bring the Buyer into disrepute;

9.6.2.4. can be published as Open Source without breaching the rights of any third party;

9.6.2.5. will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the date notified by the Buyer to the Supplier; and

9.6.2.6. do not contain any Malicious Software.

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

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

9.6.3.2. include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on

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such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer's ability to publish such other items or Deliverables as Open Source.

9.7. Malicious Software

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

10. Supplier-Furnished Terms**10.1. Software Licence Terms**

- 10.1.1.1. Terms for licensing of non-COTS third party software in accordance with Paragraph 9.2.3 are detailed in Call-Off Schedule 24.
- 10.1.1.2. Terms for licensing of COTS software in accordance with Paragraph 9.3 are detailed in Call-Off Schedule 24.

10.2. Software as a Service Terms

- 10.2.1.1. Additional terms for provision of a Software as a Service solution are detailed in Call-Off Schedule 24.

10.3. Software Support & Maintenance Terms

- 10.3.1.1. Additional terms for provision of Software Support & Maintenance Services are detailed in Call-Off Schedule 24.

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

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

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- (a) ensure the individual has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she is intended to replace;
- (b) provide the Buyer with a curriculum vitae and any other information about the individual as reasonably requested by the Buyer; and
- (c) introduce the individual to the Buyer and provide the Buyer with an opportunity to interview the individual. The Buyer will notify the Supplier within one (1) Working Day after being introduced to that individual if it reasonably objects to the appointment of that individual to the relevant Key Role, together with its reasons for such objection.

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

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

1. Definitions

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

“Annual Revenue”	means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the Supplier or, as appropriate, the Supplier Group in its most recent published accounts, subject to the following methodology: figures for accounting periods of other than 12 months should be scaled pro rata to produce a proforma figure for a 12 month period; and where the Supplier, the Supplier Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to British Pound Sterling at the closing exchange rate on the Accounting Reference Date;
“Appropriate Authority” or “Appropriate Authorities”	means the Buyer and the Cabinet Office Markets and Suppliers Team or, where the Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team;
“Associates”	means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;
"BCDR Plan"	has the meaning given to it in Paragraph 2.2 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.3.2 of this Schedule;

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“Class 1 Transaction”	has the meaning set out in the listing rules issued by the UK Listing Authority;
“Control”	the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly;
“Corporate Change Event”	means: any change of Control of the Supplier or a Parent Undertaking of the Supplier; any change of Control of any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Deliverables; any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Deliverables; a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier whose shares are listed on the main market of the London Stock Exchange plc; an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Supplier or any Parent Undertaking of the Supplier; payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding 25% of the Net Asset Value of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any 12 month period; an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group; any member of the Supplier Group stopping payment of its debts generally or becoming

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

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“Critical National Infrastructure”

unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of the Supplier Group;

the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Supplier Group; and/or

any process or events with an effect analogous to those in paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales;

means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in:

major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social impacts; and/or

significant impact on the national security, national defence, or the functioning of the UK;

“Critical Service Contract”

a service contract which the Buyer has categorised as a Gold Contract or which the Buyer otherwise considers should be classed as a Critical Service Contract;

“CRP Information”

means, together, the:

Group Structure Information and Resolution Commentary; and

UK Public Sector and CNI Contract Information;

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“Dependent Parent Undertaking”	means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into the Contract, including for the avoidance of doubt the provision of the Deliverables in accordance with the terms of the Contract;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
“Group Structure Information and Resolution Commentary”	means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 3 to 5 and Appendix 1 to Part B of Annex 1;
“Parent Undertaking”	has the meaning set out in section 1162 of the Companies Act 2006;
“Public Sector Dependent Supplier”	means a supplier where that supplier, or that supplier’s group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule;

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“Subsidiary Undertaking”	has the meaning set out in section 1162 of the Companies Act 2006;
“Supplier Group”	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule;
“UK Public Sector Business”	means any goods, service or works provision to UK public sector bodies, including Central Government Departments and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations;
“UK Public Sector / CNI Contract Information”	means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 3 to 5 and Appendix 2 of Part B of Annex 1;

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

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Part A: BCDR Plan**1. BCDR Plan**

- 1.1 The Buyer and the Supplier recognise that, where specified in Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 1.2 Within one (1) month of the Call-Off Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Supplier shall follow to:
 - 1.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
 - 1.2.2 the recovery of the Deliverables in the event of a Disaster
- 1.3 The BCDR Plan shall be divided into four sections:
 - 1.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 1.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**");
 - 1.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**"); and
 - 1.3.4 Section 4 which shall relate to an Insolvency Event of the Supplier, and Key-Subcontractors and/or any Supplier Group member (the "**Insolvency Continuity Plan**").
- 1.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

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

- 2.1 Section 1 of the BCDR Plan shall:
 - 2.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 2.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
 - 2.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;

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- 2.1.4 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;
- 2.1.5 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;
- 2.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - (d) a business impact analysis of different anticipated failures or disruptions;
- 2.1.7 provide for documentation of processes, including business processes, and procedures;
- 2.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 2.1.9 identify the procedures for reverting to "normal service";
- 2.1.10 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;
- 2.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan;
- 2.1.12 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;
- 2.1.13 set out how the business continuity and disaster recovery elements of the BCDR Plan link to the Insolvency Continuity Plan, and how the Insolvency Continuity Plan links to the business continuity and disaster recovery elements of the BCDR Plan;
- 2.1.14 contain an obligation upon the Supplier to liaise with the Buyer and (at the Buyer's request) any Related Supplier with respect to issues concerning insolvency continuity where applicable; and
- 2.1.15 detail how the BCDR Plan links and interoperates with any overarching and/or connected insolvency continuity plan of the Buyer and any of its other Related Service Suppliers in each case as notified to the Supplier by the Buyer from time to time.

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

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- 2.2 The BCDR Plan shall be designed so as to ensure that:
- 2.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 2.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 2.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 2.2.4 it details a process for the management of disaster recovery testing.
- 2.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 2.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

3. Business Continuity (Section 2)

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

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4. Disaster Recovery (Section 3)

- 4.1 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.
- 4.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
- 4.2.1 loss of access to the Buyer Premises;
 - 4.2.2 loss of utilities to the Buyer Premises;
 - 4.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 4.2.4 loss of a Subcontractor;
 - 4.2.5 emergency notification and escalation process;
 - 4.2.6 contact lists;
 - 4.2.7 staff training and awareness;
 - 4.2.8 BCDR Plan testing;
 - 4.2.9 post implementation review process;
 - 4.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
 - 4.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
 - 4.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
 - 4.2.13 testing and management arrangements.

5. Insolvency Continuity Plan (section 4)

- 5.1 The Insolvency Continuity Plan shall be designed by the Supplier to permit continuity of the business operations of the Buyer supported by the Deliverables through continued provision of the Deliverables following an Insolvency Event of the Supplier, any Key Sub-contractor and/or any Supplier Group member with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Insolvency Continuity Plan shall include the following:
- 5.2.1 communication strategies which are designed to minimise the potential disruption to the provision of the Deliverables, including key contact details in respect of the supply chain and key contact details for

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operational and contract Supplier Staff, Key Sub-contractor personnel and Supplier Group member personnel;

- 5.2.2 identification, explanation, assessment and an impact analysis of risks in respect of dependencies between the Supplier, Key Subcontractors and Supplier Group members where failure of those dependencies could reasonably have an adverse impact on the Deliverables;
- 5.2.3 plans to manage and mitigate identified risks;
- 5.2.4 details of the roles and responsibilities of the Supplier, Key Subcontractors and/or Supplier Group members to minimise and mitigate the effects of an Insolvency Event of such persons on the Deliverables;
- 5.2.5 details of the recovery team to be put in place by the Supplier (which may include representatives of the Supplier, Key Subcontractors and Supplier Group members); and
- 5.2.6 sufficient detail to enable an appointed insolvency practitioner to invoke the plan in the event of an Insolvency Event of the Supplier.
- 5.2.7 In addition to the provisions of Paragraph 2.1 of this Call-Off Schedule 8, Section 1 of the BCDR Plan shall:
- 5.2.8 The Insolvency Continuity Plan element of the BCDR Plan, including any linked elements in other parts of the BCDR Plan, shall be invoked by the Supplier:
 - (a) where an Insolvency Event of a Key Sub-contractor and/or Supplier Group member (other than the Supplier) could reasonably be expected to adversely affect delivery of the Deliverables; and/or
 - (b) where there is an Insolvency Event of the Supplier and the insolvency arrangements enable the Supplier to invoke the plan.

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 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.

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

7. Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:
 - 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the Deliverables
 - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.

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- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
- 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

- 8.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.
- 8.2 The Insolvency Continuity Plan element of the BCDR Plan, including any linked elements in other parts of the BCDR Plan, shall be invoked by the Supplier:
- 8.2.1 where an Insolvency Event of a Key Sub-contractor and/or Supplier Group member (other than the Supplier) could reasonably be expected to adversely affect delivery of the Deliverables; and/or
 - 8.2.2 where there is an Insolvency Event of the Supplier and the insolvency arrangements enable the Supplier to invoke the plan.

9. Circumstances beyond your control

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

10. Amendments to this Schedule in respect of Bronze Contracts

- 10.1 Where a Buyer's Call-Off Contract is a Bronze Contract, if specified in the Order Form, the following provisions of this Call-Off Schedule 8, shall be disapplied in respect of that Contract:
- 10.1.1 Paragraph 1.3.4 of Part A so that the BCDR plan shall only be required to be split into the three sections detailed in paragraphs 1.3.1 to 1.3.3 inclusive;
 - 10.1.2 Paragraphs 2.1.13 to 2.1.15 of Part A, inclusive;

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- 10.1.3 Paragraph 5 (Insolvency Continuity Plan) of Part A;
- 10.1.4 Paragraph 8.2 of Part A; and
- 10.1.5 The entirety of Part B of this Schedule;
- 10.2 Where a Buyer's Call-Off Contract is a Bronze Contract, if specified in the Order Form, the following definitions in Paragraph 1 of this Call-Off Schedule 8, shall be deemed to be deleted:
 - 10.2.1 Annual Review;
 - 10.2.2 Appropriate Authority or Appropriate Authorities;
 - 10.2.3 Associates;
 - 10.2.4 Class 1 Transaction;
 - 10.2.5 Control;
 - 10.2.6 Corporate Change Event;
 - 10.2.7 Critical National Infrastructure;
 - 10.2.8 Critical Service Contract;
 - 10.2.9 CRP Information;
 - 10.2.10 Dependent Parent Undertaking;
 - 10.2.11 Group Structure Information and Resolution Commentary;
 - 10.2.12 Parent Undertaking;
 - 10.2.13 Public Sector Dependent Supplier;
 - 10.2.14 Subsidiary Undertaking;
 - 10.2.15 Supplier Group;
 - 10.2.16 UK Public Sector Business; and
 - 10.2.17 UK Public Sector/CNI Contract Information.

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Part B: Corporate Resolution Planning**1. Service Status and Supplier Status**

- 1.1 This Contract is a Critical Service Contract.
- 1.2 The Supplier shall notify the Buyer in writing within 5 Working Days of the Effective Date and throughout the Call-Off Contract Period within 120 days after each Accounting Reference Date as to whether or not it is a Public Sector Dependent Supplier.

2. Provision of Corporate Resolution Planning Information

- 2.1 Paragraphs 3 to 5 of this Part B shall apply if the Contract has been specified as a Critical Service Contract under Paragraph 2.1 of this Part B or the Supplier is or becomes a Public Sector Dependent Supplier.
- 2.2 Subject to Paragraphs 3.6, 3.10 and 3.11 of this Part B:
 - 2.2.1 where the Contract is a Critical Service Contract, the Supplier shall provide the Appropriate Authority or Appropriate Authorities with the CRP Information within 60 days of the Effective Date; and
 - 2.2.2 except where it has already been provided in accordance with Paragraph 11.2(a) of this Part B, where the Supplier is a Public Sector Dependent Supplier, it shall provide the Appropriate Authority or Appropriate Authorities with the CRP Information within 60 days of the date of the Appropriate Authority's or Appropriate Authorities' request.
- 2.3 The Supplier shall ensure that the CRP Information provided pursuant to Paragraphs 3.2, 3.8 and 3.9 of this Part B:
 - 2.3.1 is full, comprehensive, accurate and up to date;
 - 2.3.2 is split into two parts:
 - (a) Group Structure Information and Resolution Commentary;
 - (b) UK Public Service / CNI Contract Information and is structured and presented in accordance with the requirements and explanatory notes set out at Annex I of the latest published version of the Resolution Planning Guidance published by the Cabinet Office Government Commercial Function and available at <https://www.gov.uk/government/publications/the-outsourcingplaybook> and contains the level of detail required (adapted as necessary to the Supplier's circumstances);
 - 2.3.3 incorporates any additional commentary, supporting documents and evidence which would reasonably be required by the Appropriate Authority or Appropriate Authorities to understand and consider the information for approval;
 - 2.3.4 provides a clear description and explanation of the Supplier Group members that have agreements for goods, services or works provision

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in respect of UK Public Sector Business and/or Critical National Infrastructure and the nature of those agreements; and

- 2.3.5 complies with the requirements set out at Appendix 1 (Group Structure Information and Resolution Commentary) and Appendix 2 (UK Public Sector / CNI Contract Information) respectively.
- 2.4 Following receipt by the Appropriate Authority or Appropriate Authorities of the CRP Information pursuant to Paragraphs 3.2, 3.8 and 3.9 of this Part B, the Buyer shall procure that the Appropriate Authority or Appropriate Authorities shall discuss in good faith the contents of the CRP Information with the Supplier and no later than 60 days after the date on which the CRP Information was delivered by the Supplier either provide an Assurance to the Supplier that the Appropriate Authority or Appropriate Authorities approves the CRP Information or that the Appropriate Authority or Appropriate Authorities rejects the CRP Information.
- 2.5 If the Appropriate Authority or Appropriate Authorities rejects the CRP Information:
- 2.5.1 the Buyer shall (and shall procure that the Cabinet Office Markets and Suppliers Team shall) inform the Supplier in writing of its reasons for its rejection; and
- 2.5.2 the Supplier shall revise the CRP Information, taking reasonable account of the Appropriate Authority's or Appropriate Authorities' comments, and shall re-submit the CRP Information to the Appropriate Authority or Appropriate Authorities for approval within 30 days of the date of the Appropriate Authority's or Appropriate Authorities' rejection. The provisions of paragraph 3.3 to 3.5 of this Part B shall apply again to any resubmitted CRP Information provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure under Clause 34 of the Core Terms at any time.
- 2.6 Where the Supplier or a member of the Supplier Group has already provided CRP Information to a Department or the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely to the Cabinet Office Markets and Suppliers Team) and has received an Assurance of its CRP Information from that Department and the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely from the Cabinet Office Markets and Suppliers Team), then provided that the Assurance remains Valid (which has the meaning in paragraph 3.7 below) on the date by which the CRP Information would otherwise be required, the Supplier shall not be required to provide the CRP Information under Paragraph 3.2 if it provides a copy of the Valid Assurance to the Appropriate Authority or Appropriate Authorities on or before the date on which the CRP Information would otherwise have been required.
- 2.7 An Assurance shall be deemed Valid for the purposes of Paragraph 3.6 of this Part B if:
- 2.7.1 the Assurance is within the validity period stated in the Assurance (or, if no validity period is stated, no more than 12 months has elapsed since

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it was issued and no more than 18 months has elapsed since the Accounting Reference Date on which the CRP Information was based); and

- 2.7.2 no Corporate Change Events or Financial Distress Events (or events which would be deemed to be Corporate Change Events or Financial Distress Events if the Contract had then been in force) have occurred since the date of issue of the Assurance.
- 2.8 If the Contract is a Critical Service Contract, the Supplier shall provide an updated version of the CRP Information (or, in the case of Paragraph 3.8(c) of this Part B its initial CRP Information) to the Appropriate Authority or Appropriate Authorities:
- 2.8.1 within 14 days of the occurrence of a Financial Distress Event (along with any additional highly confidential information no longer exempted from disclosure under Paragraph 3.11 of this Part B) unless the Supplier is relieved of the consequences of the Financial Distress Event under Paragraph 7.1 of Annex 3 to Joint Schedule 7 (Financial Distress) (if applicable);
- 2.8.2 within 30 days of a Corporate Change Event unless not required pursuant to Paragraph 3.10;
- 2.8.3 within 30 days of the date that:
- (a) the credit rating(s) of each of the Supplier and its Parent Undertakings fail to meet any of the criteria specified in Paragraph 3.10; or
 - (b) none of the credit rating agencies specified at Paragraph 3.10 hold a public credit rating for the Supplier or any of its Parent Undertakings; and
- 2.8.4 in any event, within 6 months after each Accounting Reference Date or within 15 months of the date of the previous Assurance received from the Appropriate Authority (whichever is the earlier), unless:
- (a) updated CRP Information has been provided under any of Paragraphs 3.8(a) 3.8(b) or 3.8(c) since the most recent Accounting Reference Date (being no more than 12 months previously) within the timescales that would ordinarily be required for the provision of that information under this Paragraph 3.8(d); or
 - (b) unless not required pursuant to Paragraph 3.10.
- 2.9 Where the Supplier is a Public Sector Dependent Supplier and the Contract is not a Critical Service Contract, then on the occurrence of any of the events specified in Paragraphs 3.8(a) to (d) of this Part B, the Supplier shall provide at the request of the Appropriate Authority or Appropriate Authorities and within the applicable timescales for each event as set out in Paragraph 3.8 (or such longer timescales as may be notified to the Supplier by the Buyer), the CRP Information to the Appropriate Authority or Appropriate Authorities.

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- 2.10 Where the Supplier or a Parent Undertaking of the Supplier has a credit rating of either:

2.10.1 Aa3 or better from Moody's;

2.10.2 AA- or better from Standard and Poors;

2.10.3 AA- or better from Fitch;

the Supplier will not be required to provide any CRP Information unless or until either (i) a Financial Distress Event occurs (unless the Supplier is relieved of the consequences of the Financial Distress Event under Paragraph 7.1 of Annex 3 to Joint Schedule 7 (Financial Distress), if applicable) or (ii) the Supplier and its Parent Undertakings cease to fulfil the criteria set out in this Paragraph 3.10, in which cases the Supplier shall provide the updated version of the CRP Information in accordance with paragraph 3.8.

- 2.11 Subject to Paragraph 5, where the Supplier demonstrates to the reasonable satisfaction of the Appropriate Authority or Appropriate Authorities that a particular item of CRP Information is highly confidential, the Supplier may, having orally disclosed and discussed that information with the Appropriate Authority or Appropriate Authorities, redact or omit that information from the CRP Information provided that if a Financial Distress Event occurs, this exemption shall no longer apply and the Supplier shall promptly provide the relevant information to the Appropriate Authority or Appropriate Authorities to the extent required under Paragraph 3.8.

3. Termination Rights

- 3.1 The Buyer shall be entitled to terminate the Contract if the Supplier is required to provide CRP Information under Paragraph 3 of this Part B and either:

3.1.1 the Supplier fails to provide the CRP Information within 4 months of the Effective Date if this is a Critical Service Contract or otherwise within 4 months of the Appropriate Authority's or Appropriate Authorities' request; or

3.1.2 the Supplier fails to obtain an Assurance from the Appropriate Authority or Appropriate Authorities within 4 months of the date that it was first required to provide the CRP Information under the Contract,

which shall be deemed to be an event to which Clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply accordingly.

4. Confidentiality and usage of CRP Information

- 4.1 The Buyer agrees to keep the CRP Information confidential and use it only to understand the implications of an Insolvency Event of the Supplier and/or Supplier Group members on its UK Public Sector Business and/or services in respect of CNI and to enable contingency planning to maintain service continuity for end users and protect CNI in such eventuality.

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- 4.2 Where the Appropriate Authority is the Cabinet Office Markets and Suppliers Team, at the Supplier's request, the Buyer shall use reasonable endeavours to procure that the Cabinet Office enters into a confidentiality and usage agreement with the Supplier containing terms no less stringent than those placed on the Buyer under paragraph 5.1 of this Part B and Clause 15 of the Core Terms.
- 4.3 The Supplier shall use reasonable endeavours to obtain consent from any third party which has restricted the disclosure of the CRP Information to enable disclosure of that information to the Appropriate Authority or Appropriate Authorities pursuant to Paragraph 3 of this Part B subject, where necessary, to the Appropriate Authority or Appropriate Authorities entering into an appropriate confidentiality agreement in the form required by the third party.
- 4.4 Where the Supplier is unable to procure consent pursuant to Paragraph 5.3 of this Part B, the Supplier shall use all reasonable endeavours to disclose the CRP Information to the fullest extent possible by limiting the amount of information it withholds including by:
- 4.4.1 redacting only those parts of the information which are subject to such obligations of confidentiality;
 - 4.4.2 providing the information in a form that does not breach its obligations of confidentiality including (where possible) by:
 - (a) summarising the information;
 - (b) grouping the information;
 - (c) anonymising the information; and
 - (d) presenting the information in general terms
- 4.5 The Supplier shall provide the Appropriate Authority or Appropriate Authorities with contact details of any third party which has not provided consent to disclose CRP Information where that third party is also a public sector body and where the Supplier is legally permitted to do so.

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Appendix 1: Group structure information and resolution commentary

1. The Supplier shall:
 - 1.1 provide sufficient information to allow the Appropriate Authority to understand the implications on the Supplier Group's UK Public Sector Business and CNI contracts listed pursuant to Appendix 2 if the Supplier or another member of the Supplier Group is subject to an Insolvency Event;
 - 1.2 ensure that the information is presented so as to provide a simple, effective and easily understood overview of the Supplier Group; and
 - 1.3 provide full details of the importance of each member of the Supplier Group to the Supplier Group's UK Public Sector Business and CNI contracts listed pursuant to Appendix 2 and the dependencies between each.

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Appendix 2: UK Public Sector / CNI Contract Information

1. The Supplier shall:

1.4 provide details of all agreements held by members of the Supplier Group where those agreements are for goods, services or works provision and:

1.4.1 are with any UK public sector bodies including: central Government departments and their arms-length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police fire and rescue, education bodies and the devolved administrations;

1.4.2 are with any private sector entities where the end recipient of the service, goods or works provision is any of the bodies set out in paragraph 1.1.1 of this Appendix 2 and where the member of the Supplier Group is acting as a key sub-contractor under the agreement with the end recipient; or

1.4.3 involve or could reasonably be considered to involve CNI;

1.5 provide the Appropriate Authority with a copy of the latest version of each underlying contract worth more than £5m per contract year and their related key sub-contracts, which shall be included as embedded documents within the CRP Information or via a directly accessible link.

Call-Off Schedule 9 (Security)

1. Definitions

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

"Breach of Security"	means the occurrence of: a) any unauthorised access to or use of the Goods and/or Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, in either case as more particularly set out in the security requirements in the Security Policy where the Buyer has required compliance therewith in accordance with Paragraph 3.4.3 d;
"Buyer Specific Security Requirements"	means the Buyer's specific security requirements set out in Annex 2 to this Schedule;
"ICT Environment"	means any ICT systems used by the Supplier or any Subcontractor to provide the Services;
"ISMS"	the information security management system and process developed by the Supplier in accordance with Paragraph 3 (ISMS) as updated from time to time in accordance with this Schedule; and
"Logical Office Environment"	means that soft copy documents should not be downloaded onto Supplier Equipment (including

equipment used by Subcontractors) from any of the Buyer's Assets;

"Security Tests" tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.

2. Security Requirements

- 2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Contract will be met.
- 2.3 The Parties shall each appoint a security representative to be responsible for Security. The initial security representatives of the Parties are:

Redacted under the FOIA

- 2.4 The Buyer shall clearly articulate its high level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.
- 2.5 Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.
- 2.6 The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Government Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Government Data remains under the effective control of the Supplier at all times.
- 2.7 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Buyer.
- 2.8 The Buyer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Buyer's security provisions represents an unacceptable risk to the Buyer requiring immediate communication and co-operation between the Parties.

3. Information Security Management System (ISMS)

- 3.1 The Supplier shall develop and submit to the Buyer, within twenty (20) Working Days after the Start Date, an information security management system for the purposes of this Contract and shall comply with the requirements of Paragraphs 3.4 to 3.6.

3.2 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.

3.3 The Buyer acknowledges that;

- 3.3.1 If the Buyer has not stipulated during a Further Competition that it requires a bespoke ISMS, the ISMS provided by the Supplier may be an extant ISMS covering the Services and their implementation across the Supplier's estate; and
- 3.3.2 Where the Buyer has stipulated that it requires a bespoke ISMS then the Supplier shall be required to present the ISMS for the Buyer's Approval.

3.4 The ISMS shall:

- 3.4.1 if the Buyer has stipulated that it requires a bespoke ISMS, be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract;
- 3.4.2 meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph 7;
- 3.4.3 at all times provide a level of security which:
 - a) is in accordance with the Law and this Contract;
 - b) complies with the Baseline Security Requirements and Buyer Specific Security Requirements (in the event of any inconsistency between the Baseline Security Requirements and Buyer Specific Security Requirements, the Buyer Specific Security Requirements shall prevail);
 - c) as a minimum demonstrates Good Industry Practice;
 - d) where specified by a Buyer that has undertaken a Further Competition - complies with the Security Policy and the ICT Policy;
 - e) complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4)
(<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>)
 - f) takes account of guidance issued by the Centre for Protection of National Infrastructure
(<https://www.cpni.gov.uk>)

- g) complies with HMG Information Assurance Maturity Model and Assurance Framework (<https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm/articles/hmg-ia-maturity-model-iamm>);
 - h) meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;
 - i) addresses issues of incompatibility with the Supplier's own organisational security policies; and
 - j) complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph 7;
- 3.4.4 document the security incident management processes and incident response plans reflecting the escalation requirements set out in Part B Annex 4;
- 3.4.5 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and
- 3.4.6 be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Buyer in advance of issue of the relevant Security Management Plan).
- 3.5 Subject to Paragraph 2 the references to Standards, guidance and policies contained or set out in Paragraph 3.4 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.6 In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 3.4, the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.
- 3.7 If the bespoke ISMS submitted to the Buyer pursuant to Paragraph 3.3.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first

submission of the ISMS to the Buyer. If the Buyer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph 3 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 3.4 to 3.6 shall be deemed to be reasonable.

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

4. Security Management Plan

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

4.2 The Security Management Plan shall:

- 4.2.1 comply with the Baseline Security Requirements, Buyer Specific Security Requirements and, where specified by the Buyer in accordance with paragraph 3.4.3 d, the Security Policy;
- 4.2.2 identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;
- 4.2.3 detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;
- 4.2.4 unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Deliverables and all processes associated with the delivery of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- 4.2.5 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the delivery of the Deliverables and at all times comply with and specify security measures and procedures

which are sufficient to ensure that the Deliverables comply with the provisions of this Schedule (including the requirements set out in Paragraph 3.4);

- 4.2.6 demonstrate that the Supplier's approach to delivery of the Deliverables has minimised the Buyer and Supplier effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);
- 4.2.7 set out the plans for transitioning all security arrangements and responsibilities from those in place at the Start Date to those incorporated in the ISMS within the timeframe agreed between the Parties;
- 4.2.8 set out the scope of the Buyer System that is under the control of the Supplier;
- 4.2.9 be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and
- 4.2.10 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the Deliverables and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 If the Security Management Plan submitted to the Buyer pursuant to Paragraph 4.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission to the Buyer of the Security Management Plan. If the Buyer does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

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

5. Amendment of the ISMS and Security Management Plan

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

- 5.1.1 emerging changes in Good Industry Practice;
- 5.1.2 any change or proposed change to the Supplier System, the Deliverables and/or associated processes;
- 5.1.3 any new perceived or changed security threats;
- 5.1.4 where required in accordance with paragraph 3.4.3 d, any changes to the Security Policy;
- 5.1.5 any new perceived or changed security threats; and
- 5.1.6 any reasonable change in requirement requested by the Buyer.

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

- 5.2.1 suggested improvements to the effectiveness of the ISMS;
- 5.2.2 updates to the risk assessments;
- 5.2.3 proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and
- 5.2.4 suggested improvements in measuring the effectiveness of controls.

5.3 Subject to Paragraph 5.4, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to Paragraph 5.1, a Buyer request, a change to Annex 1 or Annex 2 (Security) or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Buyer.

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

6. Security Testing

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

Security Tests adversely affect the Supplier's ability to deliver the Deliverables so as to meet the Service Levels and KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.

- 6.2 The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable after completion of each Security Test.
- 6.3 Without prejudice to any other right of audit or access granted to the Buyer pursuant to this Contract, the Buyer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Buyer may notify the Supplier of the results of such tests after completion of each such test. If any such Buyer's test adversely affects the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Buyer's test.
- 6.4 Where any Security Test carried out pursuant to Paragraphs 6.2 or 6.3 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Buyer's prior written Approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Buyer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Baseline Security Requirements) and Annex 2 (Buyer Specific Security Requirements) to this Schedule) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Buyer.
- 6.5 If any repeat Security Test carried out pursuant to Paragraph 6.4 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Contract.

7. Complying with the ISMS

- 7.1 The Buyer shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001 and/or the Security Policy where such compliance is required in accordance with paragraph 3.4.3 d.
- 7.2 If, on the basis of evidence provided by such security audits, it is the Buyer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy are not being

achieved by the Supplier, then the Buyer shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time then the Buyer shall have the right to obtain an independent audit against these standards in whole or in part.

- 7.3 If, as a result of any such independent audit as described in Paragraph the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Buyer in obtaining such audit.

8. Security Breach

- 8.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS and the escalation timescales upon becoming aware of any breach of security or any potential or attempted Breach of Security. In the event of a breach of security, the Supplier shall notify the Customer Commercial and Operational Lead along with Redacted under the FOIA and complete the Data Breach/Security Template at Part B Annex 5.

- 8.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 8.1, the Supplier shall:

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

- a) minimise the extent of actual or potential harm caused by any Breach of Security;
- b) remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Buyer Property and/or Buyer Assets and/or ISMS to the extent that this is within the Supplier's control;
- c) apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Deliverables so as to meet the relevant Service Level Performance Indicators, the Supplier shall be granted relief against any resultant under-performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;
- d) prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and

- e) supply any requested data to the Buyer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Buyer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
- f) as soon as reasonably practicable provide to the Buyer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.

8.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the ISMS with the Security Policy (where relevant) or the requirements of this Schedule, then any required change to the ISMS shall be at no cost to the Buyer.

9. Vulnerabilities and fixing them

9.1 The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the ICT Environment will be discovered which unless mitigated will present an unacceptable risk to the Buyer's information.

9.2 The severity of threat vulnerabilities for Commercial Off The Shelf (COTS) Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the ISMS and using the appropriate vulnerability scoring systems including:

9.2.1 the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST <http://nvd.nist.gov/cvss.cfm>); and

9.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.

9.3 The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as 'Critical' within 14 days of release, 'Important' within 30 days of release and all 'Other' within 60 Working Days of release, except where:

9.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the Supplier within the above timescales if the vulnerability becomes exploitable within the context of the Service;

9.3.2 the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer; or

9.3.3 the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS.

9.4 The Specification and Mobilisation Plan (if applicable) shall include provisions for major version upgrades of all COTS Software to be upgraded within 6 Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the 'n-1 version') throughout the Term unless:

9.4.1 where upgrading such COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within 12 Months of release of the latest version; or

9.4.2 is agreed with the Buyer in writing.

9.5 The Supplier shall:

9.5.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;

9.5.2 ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;

9.5.3 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the Contract Period;

9.5.4 pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 3.3.5;

9.5.5 from the date specified in the Security Management Plan provide a report to the Buyer within five (5) Working Days of the end of each Month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;

9.5.6 propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;

9.5.7 remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and

9.5.8 inform the Buyer when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.

9.6 If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 9, the Supplier shall immediately notify the Buyer.

9.7 A failure to comply with Paragraph 9.3 shall constitute a Default, and the Supplier shall comply with the Rectification Plan Process.

Part B – Annex 1:

Baseline security requirements

1. Handling Classified information

1.1 The Supplier shall not, and shall ensure that any Subcontractor shall not, handle Buyer information classified SECRET or TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Supplier shall seek additional specific guidance from the Buyer. In case of any Supplier Staff accessing information classified SECRET or TOP SECRET, the Supplier shall at all times comply with paragraph 2.3 , Part B of Annex 2 to this Schedule 9.

2. End user devices

2.1 When Government Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the National Cyber Security Centre ("NCSC") to at least Foundation Grade, for example, under the NCSC Commercial Product Assurance scheme ("CPA").

2.2 Devices used to access or manage Government Data and services must be under the management authority of Buyer or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Buyer. Unless otherwise agreed with the Buyer in writing, all Supplier devices are expected to meet the set of security requirements set out in the End User Devices Security Guidance (<https://www.ncsc.gov.uk/guidance/end-user-device-security/guidance/end-user-device-security>). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Buyer and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the NCSC guidance, then this should be agreed in writing on a case by case basis with the Buyer.

3. Data Processing, Storage, Management and Destruction

3.1 The Supplier and Buyer recognise the need for the Buyer's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Government Data will be subject to at all times, including in respect of its Subcontractors.

3.2 The Supplier shall agree any change in location of data storage, processing and administration with the Buyer in accordance with Clause 15 (Data protection).

3.3 The Supplier shall:

- 3.3.1 provide the Buyer with all Government Data on demand in an agreed open format;
- 3.3.2 have documented processes to guarantee availability of Government Data in the event of the Supplier, or any Subcontractor, ceasing to trade;
- 3.3.3 securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and
- 3.3.4 securely erase any or all Government Data held by the Supplier, or any Subcontractor, when requested to do so by the Buyer.

4. Ensuring secure communications

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

5. Security by design

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

6. Security of Supplier Staff

- 6.1 All Agents shall, at the cost of the Supplier, be subject to:
 - 6.1.1 BPSS Vetting;
 - 6.1.2 Such other pre-employment screening equivalent to BPSS Vetting and agreed to by the Buyer; or
 - 6.1.3 to the extent agreed by the Buyer in relation to any overseas Supplier Staff, BPSS-Equivalent Vetting, before going live on any Service Line.

6.2 In addition to the requirements of paragraph 6.1 above, if required the Supplier shall also ensure that, prior to going live on any Service Line relating to the NPFS National Pandemic Flu Service, each Agent shall be in receipt of either:

6.2.1 an Enhanced DBS certificate (or certificate documenting equivalent vetting); or

6.2.2 a cleared Fast Track Adult & Child Barring certificate, provided that an Enhanced DBS certificate has been applied for. If the Enhanced DBS certificate has not been received within twenty eight (28) days of the Agent beginning work in the live environment, the Agent must be removed from the Service Line(s) relating to the NPFS National Pandemic Flu Service and shall only return once clearance has been obtained.

6.3 The Buyer may require additional security checks (such as Enhanced DBS) in respect of certain Service Lines.

6.4 The Supplier shall agree on a case by case basis Supplier Staff roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Government Data.

6.5 The Supplier shall prevent Supplier Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where agreed with the Buyer in writing.

6.6 All Supplier Staff that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.

6.7 Where the Supplier or Subcontractors grants increased ICT privileges or access rights to Supplier Staff, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

7. Restricting and monitoring access

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

8. Audit

8.1 The Supplier shall, and shall ensure any Subcontractor shall, collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective

monitoring and forensic readiness such Supplier, and Subcontractor, audit records should (as a minimum) include:

- 8.1.1 Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.
- 8.1.2 Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.

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

8.3 The Supplier shall, and shall ensure any Subcontractor shall, retain audit records collected in compliance with this Paragraph 8 for a period of at least 6 Months.

Part B – Annex 2 – Buyer Specific Security Requirements

1. Personnel Clearance

1.1 All Agents shall, at the cost of the Supplier, be subject to:

- 1.1.1 BPSS Vetting;
- 1.1.2 Such other pre-employment screening equivalent to BPSS Vetting and agreed to by the Buyer; or
- 1.1.3 to the extent agreed by the Buyer in relation to any overseas Supplier Staff, BPSS-Equivalent Vetting, before going live on any Service Line.

1.2 In addition to the requirements of paragraph 1.1 above, if required the Supplier shall also ensure that, prior to going live on any Service Line relating to the NPFS National Pandemic Flu Service, each Agent shall be in receipt of either:

- 1.2.1 an Enhanced DBS certificate (or certificate documenting equivalent vetting); or
- 1.2.2 a cleared Fast Track Adult & Child Barring certificate, provided that an Enhanced DBS certificate has been applied for. If the Enhanced DBS certificate has not been received within twenty eight (28) days of the Agent beginning work in the live environment, the Agent must be removed from the Service Line(s) relating to the NPFS National Pandemic Flu Service and shall only return once clearance has been obtained.

1.3 The Buyer may require additional security checks (such as Enhanced DBS) in respect of certain Service Lines.

1.4 The Buyer will identify key roles that will require security check (SC) or developed vetting (DV) vetting.

2. Classification and Access to Documents

2.1 Supplier Staff who are at BPSS or BPSS-Equivalent level will have access to only those documents that are deemed necessary to carry out their role and at no higher than OFFICIAL-SENSITIVE. OFFICIAL-SENSITIVE Electronic and hard copy documents must not be removed from the Buyer's Logical Office Environment unless specifically an SCS level Civil Servant in the Buyer gives explicit agreement in writing.

2.2 Overseas Supplier Staff who passed BPSS-Equivalent Vetting may have access to OFFICIAL documents and OFFICIAL-SENSITIVE documents.

2.3 Only those UK resident Supplier Staff with SC vetting may have access to SECRET documents unless the Buyer give specific permission for other Supplier Staff to access. All SECRET documents will remain within the Buyer's office environments.

3. Overseas working

- 3.1 Buyer equipment, such as but not limited to laptops or phones, must not be taken overseas without explicit written permission from the Buyer security team. Failure to comply will result in immediate access withdrawal from all Buyer systems.
- 3.2 Access to the Buyer operational systems in production environments must be limited to personnel accessing from within the UK.

4. Administrator Access

- 4.1 Privileged administrator access to the Buyer's production systems must be limited to UK residents with SC vetting using the Buyer's equipment. (Privileged administrator access includes those that have the rights to create, modify and delete, identities and access rights unless there is an agreed supervisory control).
- 4.2 Direct access to aggregated or mass customer data must be limited to UK residents with SC clearance using the Buyer's equipment. (Aggregated customer data refers to data pulled together from various sources/systems that contains statistical data about several individuals that has been combined to show general trends or values. Mass customer data refers to data sets containing more than 100,000 records or any data sets containing sensitive personal data as defined by the UK Data Protection Act 2018).

5. Development

- 5.1 Access to development environments and developer collaboration tools is permitted using non-Buyer equipment that has been certified to Cyber Essentials Plus but any code developed on this equipment must be fully assured to a standard agreed by the Buyer before deployment to production.
- 5.2 Developers may work overseas at contractually defined locations and must use an agreed route to access the Buyer's environments.
- 5.3 Suppliers must regularly provide the Buyer with a list of all Supplier Staff working outside of the UK and their domicile locations, these Supplier Staff must not access the Buyer environments from other locations.

6. Environments

- 6.1 All cloud environments must be in the UK region.
- 6.2 All development and test environments must only contain dummy test data.
- 6.3 User Acceptance Testing or Pre-production environments must only contain anonymised data suitable for testing.
- 6.4 All production environments must undergo Buyer assurance prior to the integration of Government Data.

7. Exceptions

- 7.1 Exceptions to the requirements detailed above require formal written agreement by the Buyer's Chief Information Security Officer (CISO) or nominated representative.

8. Information and Cyber Security

8.1 The Supplier must provide the Buyer with a valid Cyber Essentials Plus certificate required for the Services before the Start Date. The Supplier must further ensure that any Subcontractor has a valid Cyber Essentials plus certificate prior to entering into any Subcontract and must be able to produce any Subcontractor's Cyber Essentials Plus certificate to the Buyer on demand.

8.2 Supplier shall, and shall ensure that any Subcontractor shall, maintain in place security policies and practices in respect of the Government Data no less stringent than those agreed from time to time between the parties via Risk Ledger (the "Reference Practices"). If Buyer ceases use of Risk Ledger during the Term, the Reference Practices from that point shall be those in place at the time of such cessation, as updated by mutual agreement between the parties from time to time.

Risk Ledger: means the third party risk management tool provided by Risk Ledger Limited (a company incorporated in England having its registered office at Adam House 7-10 Adam Street, London WC2N 6AA) comprising an assessment completed by Supplier prior to Start Date and where no such assessment is completed, at the Buyer's subsequent direction save for where expressly waived under the terms of Call Off Contract.

9. Penetration Testing

- 9.1 The Supplier shall conduct regular penetration testing as part of the Service delivery on an annual basis (at minimum), at the Supplier's cost and share the full results with the Buyer. Notwithstanding Paragraph 6.3 (Security Testing) of this Call-Off Schedule 9, the Buyer shall be entitled, at its sole option, to (i) require the Supplier to reconduct any penetration testing, or (ii) conduct its own penetration testing either by itself or its authorised representative), in the event that the Buyer is not satisfied, acting reasonably with the scope or results of the Supplier's penetration testing. In the event the Buyer conducts its own penetration testing in accordance with (ii) above, the Buyer may notify the Supplier of the results of such tests after completion of each such test. If any such Buyer's test adversely affects the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Buyer's test.
- 9.2 The Buyer may, from time to time, conduct penetration testing on the ICT Environment. The Buyer need not seek the Supplier's permission to, but shall give the Supplier 24 hours' notice of, any such penetration testing.
- 9.3 Where the Supplier has recently completed a satisfactory (in the Buyer's reasonable opinion) penetration test (no more than 9 months old), this can be presented to the Buyer as a current penetration test outcome.
- 9.4 Where Paragraph 9.2 of this Part B, Annex 2 of Call-Off Schedule 9 does not apply the Supplier will be required to complete a penetration test within 3 months of the Call-Off Start Date.
- 9.5 The Supplier shall implement all recommendations from the penetration testing and demonstrate to the Buyer the evidence of implementing such recommendations.

Part B – Annex 3 – Escalation timescales

Severity	Notification method and timeframes		
	Impact (current or imminent)	In-hours (7am – 7pm Mon – Fri)	Out of hours
1	- Critical impact to 'mission' (e.g. inability of 10,000+ people to book tests) - Significant operational impact (e.g. entire call centre outage or loss of tracing data) 3+ days of UKHSA's Test, Trace, Contain and Enable ("TTCE") programme effort lost (e.g. 100+ staff unable to work for 12+ hours) - Exposure or breach of significant volumes (1000+ records) of sensitive PII data - Significant negative publicity (reputational harm) - Immediate resolution planning required / S2 which will become S1 if left until next Working Day	Email to [REDACTED] and CDOC [REDACTED] within thirty (30) minutes and call to (in the below order): [REDACTED] Redacted under the FOIA Email must be labelled as high importance and clearly state "S1 incident" in the title.	Call to CDOC on [REDACTED] CDOC will escalate to CISO team (and ITSM if required) as per agreed rota.
2	As above but with rapid resolution / mitigation plan - Critical impact to 'mission' – e.g. affecting 1000-10,000 people - Major operational failure (e.g. reduction in capability of critical system but not full outage) 1-2 days of TTCE programme effort lost (e.g. 50+ staff unable to work for 24+ hours) - Breach of 100 - 1000 sensitive PII records - Moderate negative publicity - Resolution planning required within four (4) hours	Email to [REDACTED] and CDOC [REDACTED] within one (1) hour and call to (in the below order): [REDACTED] Redacted under the FOIA Email must be labelled as high importance and clearly state "S2 incident" in the title.	Call to CDOC on [REDACTED] CDOC will escalate to CISO team (and ITSM if required) as per agreed rota.
3	Minor loss of functionality to non-critical systems – or	Email to [REDACTED] within four (4) working hours	N/A

Severity	Notification method and timeframes		
	Impact (current or imminent)	In-hours (7am – 7pm Mon – Fri)	Out of hours
	temporary larger lost with a rapid resolution • Minor breach of non-sensitive data (e.g. will not cause any reputational impact, no personal data) • Low risk of negative publicity • Minor impact to non-critical staff working • Breach of <100 PII records • Resolution planning required within one (1) day	<i>(CDOC team will handle these and provide a weekly summary to the CISO team)</i>	
4	• No loss of functionality to TTCE systems • Minor impact to 1-2 staff working	Email to [REDACTED] within one (1) day	N/A

Part B – Annex 5 – Data Breach/Security Template



Department
of Health &
Social Care

Data Breach Notification Template

Reporting member of staff

Name:

Team:

Directorate:

Email:



Date:

Please provide as much detail as possible to the following questions

1.	Details of breach discovery: a) Date & Time b) Location (internal or external breach) c) Identities of those involved d) Information Asset Owner/Manager (if known)	
2.	Type of Breach involved and assessment of sensitivity (see Annex 1 of the Data Breach Notification Policy)	
3.	Is a breach of personal data involved?	
4.	If Yes, please provide: a) The number of individuals or records that may be at risk b) Consider whether there is potential or actual harm to a data subject/s interests & rights, e.g.: - Physical safety; - Emotional wellbeing; - Reputation; - Finances;	

	- Identity theft/fraud; - Or a combination of these and other private aspects of their life?	
5.	Please provide a full description of the nature of the breach, e.g.: a) Theft (hack); b) Accidental loss (procedural, human error); c) Inappropriate disclosure (leak); d) Unauthorised disclosures (e.g. outside the terms of a data sharing agreement); e) Cyber attack; f) Other (please specify)	
6.	Who are the individuals whose data has been compromised – e.g.: a) Employees; b) Job applicants; c) Customers; d) Suppliers; e) Patients / public; f) Other (please specify)	
7.	Please confirm whether: a) The individuals concerned have been informed; b) A decision has been taken not to inform; c) This has not yet been decided; d) Any other mitigation/ containment or recovery action has taken place. NB: If in doubt, the Information and Security Team should be consulted	
8.	How was the information stored – e.g.: a) Hard copy / paper; b) Memory stick or other external storage; c) Laptop;	

	d) Tablet / mobile device e) Other (please specify)	
9.	If in digital format, was the data encrypted? If yes, please provide the encryption format.	
10.	Is the media currently involved or is there potential for media interest?	
11.	Are there any wider consequences to consider - e.g.? a) A risk to public health; b) Loss of public confidence in an important service we provide? c) Other (please describe)	
12.	Who has been informed at the time of reporting? a) Line management b) Information and Security Team / DHSC Data Protection Officer b) Senior Information Risk Owner c) Accounting Officer d) Caldicott Guardian e) Police, Counter Fraud Branch, etc.	

Please send the completed form to: **Redacted under the FOIA**

Call-Off Schedule 10 (Exit Management)

Call-Off Ref:

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Call-Off Schedule 10 (Exit Management)**1. Definitions**

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

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Exit Plan"	the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;
"Registers"	the register and configuration database referred to in Paragraph 2.3 of this Schedule;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date,

Call-Off Schedule 10 (Exit Management)

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	whether those goods are provided by the Buyer internally and/or by any third party;
"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2. Supplier must always be prepared for contract exit

- 2.1 The Supplier shall prepare for its exit from the Contract in good faith and complete any expected activities in accordance with timeframes set out in this Call-Off Schedule 10 (Exit Management).
- 2.2 The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.3 During the Contract Period, the Supplier shall promptly:
 - 2.3.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and

Call-Off Schedule 10 (Exit Management)

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Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and

- 2.3.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables

("Registers").

- 2.4 The Supplier shall:

- 2.4.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and

- 2.4.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

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

3. Assisting re-competition for Deliverables

- 3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").
- 3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

Call-Off Schedule 10 (Exit Management)

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4. Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Call-Off Start Date, deliver to the Buyer an Exit Plan which is in the form set out in Annex A, complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
 - 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
 - 4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
 - 4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
 - 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
 - 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
 - 4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
 - 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
 - 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period;
 - 4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier; and
 - 4.3.11 insofar as not set out above, the matters specified in Annex B.
- 4.4 The Supplier shall:
 - 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every six (6) months throughout the Contract Period; and

Call-Off Schedule 10 (Exit Management)

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- (b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
- 4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

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

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Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
- 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
 - 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
 - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
 - 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
 - 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
- 7.2.1 vacate any Buyer Premises;

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- 7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
- 7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
 - (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
 - (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
- 7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

8. Assets, Sub-contracts and Software

- 8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
 - 8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
 - 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.
- 8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:
 - 8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
 - 8.2.2 which, if any, of:
 - (a) the Exclusive Assets that are not Transferable Assets; and
 - (b) the Non-Exclusive Assets,
 the Buyer and/or the Replacement Supplier requires the continued use of; and

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- 8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the **"Transferring Contracts"**),
- in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.
- 8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
- 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
- 8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 8.7 The Buyer shall:
- 8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
- 8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims

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made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 20 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

9. No charges

- 9.1 Subject to Paragraph 9.2, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.
- 9.2 Where the Termination Assistance provided under Paragraph 6.1 includes the continued provision of all or part of the Deliverables and/or Services throughout any part of the Termination Assistance Period, the Supplier may continue to charge for those Deliverables and/or Services as it charged for them before the start of the Termination Assistance Period.

10. Dividing the bills

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

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ANNEX A: FORM OF EXIT PLAN

The content within this template is provided by way of example only. The timescales run from the date on which the Buyer or Supplier serves notice terminating the Call-Off Contract.

Ref	Activity	Timescale
1.	The Buyer shall appoint a manager (" Buyer's Exit Manager ") responsible for liaising with the Supplier's Exit Manager (referred to below). Such Buyer Exit Manager shall be appropriately skilled and have the requisite Buyer to manage the Buyer's responsibilities in relation to the Activity Matrix.	1 day
2.	The Supplier shall appoint a manager ("Supplier's Exit Manager") who should be responsible for managing and co-ordinating implementation of the Activity Matrix by the Supplier. The Supplier Exit Manager shall be appropriately skilled and have the requisite Buyer to manage the Supplier's responsibilities in relation to the Activity Matrix. The responsibilities of the Supplier's Exit Manager shall include but not be limited to: • participating in the planning and resourcing of Activity Matrix for transferring responsibility for the provision of the [contracted provision] to the Buyer or the Replacement Supplier; • managing the Supplier's involvement in the implementation of the Activity Matrix, including managing the Supplier's Resources allocated for its implementation and the timescales as contained wherein.	1 day
3.	The Buyer shall advise the Supplier whether the Buyer intends to migrate the [contracted provision] to a Replacement Supplier or to the Buyer.	1 day
4.	Both the Supplier and the Buyer shall meet and agree in good faith working diligently together a detailed project plan in respect of the performance of all of their obligations set out in this Activity Matrix, such agreement not to be unreasonably withheld or delayed. The plan should contain as a minimum: 1. timescales including but not be limited to: a. timescales for provision of all the Records b. timescales for completion of all the tasks detailed in the Activity Matrix 2. Resource allocation for each specified task	20 days from notification of whether [contracted provision] are to be migrated to Replacement Supplier or the Buyer

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Ref	Activity	Timescale
5.	<i>Provide the Buyer or the Replacement Supplier sufficient skills transfer in so far as such relates to the [contracted provision]</i> The Buyer shall use reasonable endeavours to ensure that personnel of the Buyer and Replacement Supplier who attend such workshops have sufficient training and experience to benefit from the provision of the workshops.	No earlier than 2 months and no later than 1 month prior to Expiry Date
6.	The Supplier shall transfer copies of the Records in an agreed electronic format (where possible) or such other available format to the Buyer and make the same available at the Buyer's request to the Replacement Supplier.	No earlier than 2 months and no later than 1 month prior to Expiry Date
7.	On completion of the migration of the [contracted provision] to the Buyer or Replacement Supplier, the Supplier shall cease to use all Buyer Data and, at the direction of the Buyer, destroy all copies of the Buyer Data within the timescale agreed with the Buyer at that time and shall certify to the Buyer that it has complied with this obligation.	Within one month of the Expiry Date or as agreed with the Buyer
8.	The Buyer shall return all items exclusively belonging to the Supplier and which the Buyer is not entitled to retain under the terms of the [contract].	Within one month of the Expiry Date or as agreed with the Buyer
9.	The Supplier shall return all items exclusively belonging or transferred to the Buyer under the agreements made as part of the Activity Matrix, and which the Supplier is not entitled to retain under the terms of the [contract], including all relevant certificates, warranties, licenses and leases.	Within one month of the Expiry Date or as agreed with the Buyer

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Ref	Activity	Timescale
10.	The Supplier will participate in all relevant consultation and negotiation meetings relating to TUPE of relevant Supplier's Staff to the Buyer or the Replacement Supplier	In accordance with applicable law or such other timescale as agreed

Call-Off Schedule 10 (Exit Management)

Call-Off Ref:

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ANNEX B: MATTERS TO BE INCLUDED IN EXIT PLAN

Area	Activity/ Consideration
Resourcing	Appoint an Exit Manager in accordance with the timescales if any in the agreement.
	Where appropriate, set up a team with responsibility for exit-related activities (e.g. review and monitoring of the financial aspects, monitoring impacts to service quality and service levels during exit, technical experts, software experts, HR, etc.)
	Consider what internal and external exit governance arrangements must be resourced.
Timing	Ensure that the timelines set out in the exit plan dovetail with the Buyer's transition and re-procurement timelines
Information Gathering	Make sure all required registers, manuals, documentation etc are up to date and provide these to the Buyer. These may include the following: • business process manuals • project specific IPR registers • bespoke developments registers • list of all key sub-contracts • copies of key sub-contracts • copies of all orders • change management records • operational procedures developed by the Supplier and Buyer • financial records of the services • team structure • technical infrastructure documents (e.g. designs, etc.) • interface specifications • service reports/ problem logs etc to assist in determining what the future services will need to look like, areas for improvement, and also determining what service credits/liabilities are owed and must be settled prior to termination • details of any live disputes
Assets	Review the asset register (if any) and the currency of its contents, e.g.: • technical specification of the asset - a general description of the asset (e.g. type, make, model and serial number); • location of the asset - details of and information relating to the use of the assets in the provision of the services and details of each asset's condition and physical location (e.g. site, building, floor or desk); • exclusivity - whether each asset is an exclusive asset or a non-exclusive asset;

Call-Off Schedule 10 (Exit Management)

Call-Off Ref:

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Area	Activity/ Consideration
	- financial information about the asset – a statement to say whether the asset is fully paid up or whether it is to be depreciated over the term and, if it is to be depreciated over the term, the purchase price of such asset and the depreciation policy to enable the calculation of the net book value; - the nature of possession of the asset - whether it is owned, licensed or leased; - the date the asset was acquired - date of purchase, licence or lease; and - details of leasing arrangements (if appropriate) including, but not limited to, the type of lease, expiry date and any option to purchase after its expiry. Make the necessary arrangements for transfer of any Assets to the Replacement Contractor/Buyer. This make include executing any necessary transfer documentation.
Personnel	Understand the size and scope of the personnel who may be in scope to transfer. Allow sufficient time to collate together any staff information together and provide this to the Buyer in accordance with the timescales set out in the Agreement (if stipulated) and as may be required by law.
Third Party Contracts	Consider: - if any key sub-contracts need to transfer to the Buyer or the Replacement Contractor and begin making arrangements for assignment/novation; - the expiry dates of the key sub-contracts and other subcontracts; - whether any contracts (including key-subcontracts and subcontracts) need to be extended to enable service delivery during any termination assistance period; - consider the above in respect of software/ hosting/ licences etc and what third party licences/services the Buyer may need to contract for in order to continue providing the services
Premises (if applicable)	Collate and provide a list of premises where services are currently provided from/to. Collate and provide a list of leases.
IPR & Software	Determine what IPR/materials/software are owned by the Buyer and prepare necessary assignment documentation is not already transferred. Determine what IPR/software will continue to be licensed to the Buyer after termination. Prepare a list of To what Supplier background IPR on which the services are reliant and provide costings for granting a licence to the Buyer/Replacement Contractor. Prepare for migration of the services on to Replacement Contractor systems.

Call-Off Schedule 10 (Exit Management)

Call-Off Ref:

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Area	Activity/ Consideration
	Determine if any third party IPR/software needs to be novated or transferred from the Supplier to the Buyer (or a Replacement Contractor). Prepare cost lists relating to the transfer of any third party licences to the Buyer/Replacement Contractor and any necessary transfer documentation.
	Determine if there are any legacy licensing issues (whether these were present at time of contract entry, or whether these will arise at contract exit).
	Convert any software to open source (where required) and into a format required by the Buyer.
In Flight Projects/Services	Identify which projects may be in flight at the time of transition.
	Consider and report on the impact of contract termination before starting new projects or on in-progress projects.
	Identify exit risks and issues associated with each work stream/service.
Knowledge Transfer	Determine key knowledge areas for the transition team/technical team/future service management team at the Buyer. Consider whether training is required or manuals need to be written and how knowledge transfer will be provided.
	Assist the Buyer with any re-tendering process or handover to Replacement Contractor, including providing access to personnel, IT systems and premises.
Data	Provide any Buyer data in the required format within any timescales set out in the agreement (if any).
	Appoint a single point of responsibility for ensuring there is no data loss and a smooth migration to the Buyer/Replacement Contractor.
	Consider whether the agreement requires the destruction of Buyer data and any other consequences from ending the contract in respect of data.
	Consider whether any of the data is personal data and in what capacity it is held (e.g. controller, processor, as set out in the agreement). If the Replacement Contractor or Buyer requires this data, how will transfer be dealt with, depending on the capacity?
Transitional Services Arrangement	You may be required to enter into a transitional services agreement if this is required you will need to make the necessary arrangements to ensure that the transitional services can be provided
	In respect of the transitional service agreement, consider:

Call-Off Schedule 10 (Exit Management)

Call-Off Ref:

Crown Copyright 2018

Area	Activity/ Consideration
	• provision for early exit of the whole of the contract or in respect of individual services • whether there are any dependencies on the Buyer for providing transitional services • whether exit management and provision of transitional services will have any impact on the other and how these should be integrated to ensure a smooth exit.

Call-Off Schedule 11 (Installation Works)
Call-Off Ref:
Crown Copyright 2021

Call-Off Schedule 11 (Installation Works)

1. When this Schedule should be used

- 1.1. This Schedule is designed to provide additional provisions necessary to facilitate the provision Deliverables requiring installation by the Supplier.

2. How things must be installed

- 2.1. Where the Supplier reasonably believes, it has completed the Installation Works it shall notify the Buyer in writing. Following receipt of such notice, the Buyer shall inspect the Installation Works and shall, by giving written notice to the Supplier:
 - 2.1.1. accept the Installation Works, or
 - 2.1.2. reject the Installation Works and provide reasons to the Supplier if, in the Buyer's reasonable opinion, the Installation Works do not meet the requirements set out in the Call-Off Order Form (or elsewhere in this Contract).
- 2.2. If the Buyer rejects the Installation Works in accordance with Paragraph 2.1.2, the Supplier shall immediately rectify or remedy any defects and if, in the Buyer's reasonable opinion, the Installation Works do not, within five (5) Working Days of such rectification or remedy, meet the requirements set out in the Call-Off Order Form (or elsewhere in this Contract), the Buyer may terminate this Contract for material Default.
- 2.3. The Installation Works shall be deemed to be completed when the Supplier receives a notice issued by the Buyer in accordance with Paragraph 2.2.1 Notwithstanding the acceptance of any Installation Works in accordance with Paragraph 2.2), the Supplier shall remain solely responsible for ensuring that the Goods and the Installation Works conform to the specification in the Call-Off Order Form (or elsewhere in this Contract). No rights of estoppel or waiver shall arise as a result of the acceptance by the Buyer of the Installation Works.
- 2.4. Throughout the Contract Period, the Supplier shall have at all times all licences, approvals and consents necessary to enable the Supplier and the Supplier Staff to carry out the Installation Works.

Call-Off Schedule 11 (Installation Works)

Call-Off Ref:

Crown Copyright 2021

Call-Off Schedule 12 (Clustering)

Call-Off Ref:

Crown Copyright 2021

Call-Off Schedule 12 (Clustering)

1. When you should use this Schedule

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

2. Definitions

- 2.1 **“Buyer”** for the purposes of this schedule, may also mean the specific contracting entity formed on behalf of the cluster.

- 2.2 **“Cluster Member”** means:

2.2.1 any council in the United Kingdom, including, but not limited to, any county council, district council, county borough council, community council, London borough council, unitary council, metropolitan council, and parish council; and

2.2.2 any person named as such in the Annex A to this Schedule which shall be incorporated into the Order Form.

- 2.3 **“DHSC Related Bodies”** means the following entities:

2.3.1 NHS England;

2.3.2 NHS Improvement;

2.3.3 Care Quality Commission;

2.3.4 National Institute for Health and Care Excellence;

2.3.5 NHS Digital;

2.3.6 Health Education England;

2.3.7 Health Research Authority;

2.3.8 NHS Blood and Transplant;

2.3.9 Medicines and Healthcare products Regulatory Agency (MHRA);

2.3.10 NHS Business Services Authority;

2.3.11 NHS Resolution (NHS Litigation Authority);

2.3.12 Human Fertilisation and Embryology Authority;

2.3.13 Human Tissue Authority (HTA);

2.3.14 NHS Counter Fraud Authority;

2.3.15 any successor bodies of the entities listed above; and

Call-Off Schedule 12 (Clustering)

Call-Off Ref:

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2.3.16 any entity not listed above but described for time to time as agency or partner organisation of the Department for Health and Social Care as stated on the gov.uk website;

3. Cluster Members benefits under the Contract

- 3.1 The Buyer has entered into this Call-Off Contract both for its own benefit and for the benefit of the Cluster Members.
- 3.2 The Cluster Members who are to benefit under the Call-Off Contract are identified Annex 1 to this Schedule which shall be included into Order Form.
- 3.3 Cluster Members shall have all of the rights granted to the Buyer under a Call-Off Contract. Accordingly, where the context requires in order to assure the Cluster Members rights and benefits under a Call-Off Contract, and unless the Buyer otherwise specifies, references to the Buyer in a Call-Off Contract (including those references to a Party which are intended to relate to the Buyer) shall be deemed to include a reference to the Cluster Members.
- 3.4 Each of the Cluster Members will be a third party beneficiary for the purposes of the CRTPA and may enforce the relevant provisions of a Call-Off Contract pursuant to CRTPA.
- 3.5 The Parties to a Call-Off Contract (being the Buyer and Supplier and not including a Cluster Member) may in accordance with its provisions vary, terminate or rescind that Call-Off Contract or any part of it, without the consent of any Cluster Member.
- 3.6 The enforcement rights granted to Cluster Members under Paragraph 1.4 are subject to the following provisions:
 - 3.6.1 the Buyer may enforce any provision of a Call-Off Contract on behalf of a Cluster Member;
 - 3.6.2 any claim from a Cluster Member under the CRTPA to enforce a Call-Off Contract shall be brought by the Buyer if reasonably practicable for the Buyer and Cluster Member to do so; and
 - 3.6.3 the Supplier's limits and exclusions of liability in the Call-Off Contract shall apply to any claim to enforce a Call-Off Contract made by the Buyer on behalf of a Cluster Member and to any claim to enforce a Call-Off Contract made by a Cluster Member acting on its own behalf.
- 3.7 Notwithstanding that Cluster Members shall each receive the same Services from the Supplier; the following adjustments will apply in relation to how the Call-Off Contract will operate in relation to the Buyer and Cluster Members:
 - 3.7.1 Services will be provided by the Supplier to each Cluster Member and Buyer separately;
 - 3.7.2 the Supplier's obligation in regards to reporting will be owed to each Cluster Member and Buyer separately;
 - 3.7.3 the Buyer and Cluster Members shall be entitled to separate invoices in respect of the provision of Deliverables;

Call-Off Schedule 12 (Clustering)

Call-Off Ref:

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- 3.7.4 the separate invoices will correlate to the Deliverables provided to the respective Buyer and Cluster Members;
- 3.7.5 the Charges to be paid for the Deliverables shall be calculated on a per Cluster Member and Buyer basis and each Cluster Member and the Buyer shall be responsible for paying their respective Charges;
- 3.7.6 the Service Levels and corresponding Service Credits will be calculated in respect of each Cluster Member and Buyer, and they will be reported and deducted against Charges due by each respective Cluster Member and Buyer; and
- 3.7.7 such further adjustments as the Buyer and each Cluster Member may notify to the Supplier from time to time and any change to the Services will be implemented through the Variation Procedure.

Call-Off Schedule 12 (Clustering)

Call-Off Ref:

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Annex A – Cluster Members

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

Name of Cluster Member	Services to be provided	Duration	Special Terms
Department of Health and Social Care	To be confirmed by the Buyer.	To be confirmed by the Buyer.	To be confirmed by the Buyer.
DHSC Related Bodies	To be confirmed by the Buyer.	To be confirmed by the Buyer.	To be confirmed by the Buyer.
Department of Health and Social Services, Wales	To be confirmed by the Buyer.	To be confirmed by the Buyer.	To be confirmed by the Buyer.
Health and Social Care Directorates, Scotland	To be confirmed by the Buyer.	To be confirmed by the Buyer.	To be confirmed by the Buyer.
Department for Communities, Northern Ireland	To be confirmed by the Buyer.	To be confirmed by the Buyer.	To be confirmed by the Buyer.
NHS Wales	To be confirmed by the Buyer.	To be confirmed by the Buyer.	To be confirmed by the Buyer.
NHS Scotland	To be confirmed by the Buyer.	To be confirmed by the Buyer.	To be confirmed by the Buyer.
NHS Northern Ireland	To be confirmed by the Buyer.	To be confirmed by the Buyer.	To be confirmed by the Buyer.
Public Health Scotland	To be confirmed by the Buyer.	To be confirmed by the Buyer.	To be confirmed by the Buyer.
Public Health Wales	To be confirmed by the Buyer.	To be confirmed by the Buyer.	To be confirmed by the Buyer.

Call-Off Schedule 12 (Clustering)

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Name of Cluster Member	Services to be provided	Duration	Special Terms
Public Health Northern Ireland	To be confirmed by the Buyer.	To be confirmed by the Buyer.	To be confirmed by the Buyer.
Home Office	To be confirmed by the Buyer.	To be confirmed by the Buyer.	To be confirmed by the Buyer.
National Crime Agency	To be confirmed by the Buyer.	To be confirmed by the Buyer.	To be confirmed by the Buyer.
Department For Transport	To be confirmed by the Buyer.	To be confirmed by the Buyer.	To be confirmed by the Buyer.
Department of Education	To be confirmed by the Buyer.	To be confirmed by the Buyer.	To be confirmed by the Buyer.
Ministry of Justice	To be confirmed by the Buyer.	To be confirmed by the Buyer.	To be confirmed by the Buyer.
Foreign Common Wealth Development Office	To be confirmed by the Buyer.	To be confirmed by the Buyer.	To be confirmed by the Buyer.
Department for Culture Media and Sport	To be confirmed by the Buyer.	To be confirmed by the Buyer.	To be confirmed by the Buyer.

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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Call-Off Schedule 13 (Implementation Plan and Testing)

Part A - Introduction

1. Accelerated Implementation

- 1.1 This Paragraph 1 applies notwithstanding anything in this Call Off Schedule 13 (Implementation Plan and Testing).
- 1.2 The Parties acknowledge and agree that:
 - 1.2.1 the proposed Implementation Period is inconsistent with many of the requirements of this Call Off Schedule 13 (Implementation Plan and Testing);
 - 1.2.2 It is not possible or practicable for either Party to comply with all of the requirements concerning documentation and timescales provided for in this Call Off Schedule 13 (Implementation Plan and Testing);
- 1.3 Accordingly, the Parties
 - 1.3.1 shall comply with the requirements of this Call Off Schedule 13 (Implementation Plan and Testing) only to the extent to which they agree it is reasonable and practicable to do so in the circumstances;
 - 1.3.2 will agree appropriate governance for both implementation and testing focusing on the essential measures that must be in place to ensure the successful implementation of the Services;
 - 1.3.3 agree timings for implementation and testing that are consistent with the Implementation Period; and
 - 1.3.4 in implementing and testing the Services comply as far as practicable with the principles established by this Call Off Schedule 13 (Implementation Plan and Testing).

Part B - Implementation

2. Definitions

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

"Delay"	a) a delay in the Achievement of a Milestone by its Milestone Date; or
	b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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"Deliverable Item"	an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;
"Milestone Payment"	a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone;
"Implementation Period"	has the meaning given to it in Paragraph 8.1;

3. Agreeing and following the Implementation Plan

- 3.1 A draft of the Implementation Plan is set out in Annex 1 to Part B of this Schedule. The Supplier shall provide a further draft Implementation Plan fourteen (14) days after the Call-Off Start Date.
- 3.2 The draft Implementation Plan:
 - 3.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
 - 3.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 3.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 3.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.
- 3.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

4. Reviewing and changing the Implementation Plan

- 4.1 Subject to Paragraph 4.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- 4.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.

Call-Off Schedule 13: (Implementation Plan and Testing)

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- 4.3 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
- 4.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.

5. Security requirements before the Start Date

- 5.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Call-Off Start Date. The Supplier shall ensure that this is reflected in their Implementation Plans.
- 5.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.
- 5.3 The Supplier shall be responsible for facilitating security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements in accordance with Call-Off Schedule 9 (Security).
- 5.4 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Call-Off Contract.
- 5.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services necessary for the Supplier Staff and Subcontractors to access the Buyer Premises.
- 5.6 If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

6. What to do if there is a Delay

- 6.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
 - 6.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;

Call-Off Schedule 13: (Implementation Plan and Testing)

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- 6.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
- 6.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
- 6.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

7. Compensation for a Delay

- 7.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:
 - 7.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;
 - 7.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
 - (a) the Buyer is entitled to or does terminate this Contract pursuant to Clause 11.4 (When CCS or the Buyer can end this contract); or
 - (b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;
 - 7.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
 - 7.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
 - 7.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 12 (How much you can be held responsible for).

8. Implementation Plan

- 8.1 The Implementation Period will end on 31 March 2022, unless another date is agreed in writing between the Parties..
- 8.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Call-Off Start Date or as otherwise formally agreed with the Buyer. The Supplier's full

Call-Off Schedule 13: (Implementation Plan and Testing)

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service obligations shall formally be assumed on the Call-Off Start Date as set out in Order Form.

8.3 In accordance with the Implementation Plan, the Supplier shall:

- 8.3.1 work cooperatively and in partnership with the Buyer, incumbent supplier, and other Framework Supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
- 8.3.2 work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
- 8.3.3 liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and
- 8.3.4 produce a Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.

8.4 The Implementation Plan will include detail stating:

- 8.4.1 how the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data ; and
- 8.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.

8.5 In addition, the Supplier shall:

- 8.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
- 8.5.2 mobilise all the Services specified in the Specification within the Call-Off Contract;
- 8.5.3 produce an Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:
 - (a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and
 - (b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20)

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

- 8.5.4 manage and report progress against the Implementation Plan;
- 8.5.5 construct and maintain an Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
- 8.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
- 8.5.7 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.

9. IMPLEMENTATION SERVICES

- 9.1 The Supplier shall, at no cost to the Buyer, provide the implementation services set out in Annex 2 to Part B of this Schedule to implement the Awarded Service Lines and any Additional Service Lines.
- 9.2 Where the Supplier considers that the requirements provided by the Buyer for any Awarded Service Lines or Additional Service Lines as part of implementation amount to an Enhancement (as that term is defined in Call Off Schedule 5 (Pricing Details) of that Awarded Service Line or Additional Service Line, it may seek an increase in the Call Off Contract Charges using the process in paragraph 3.6 of Call Off Schedule 5 (Pricing Details).

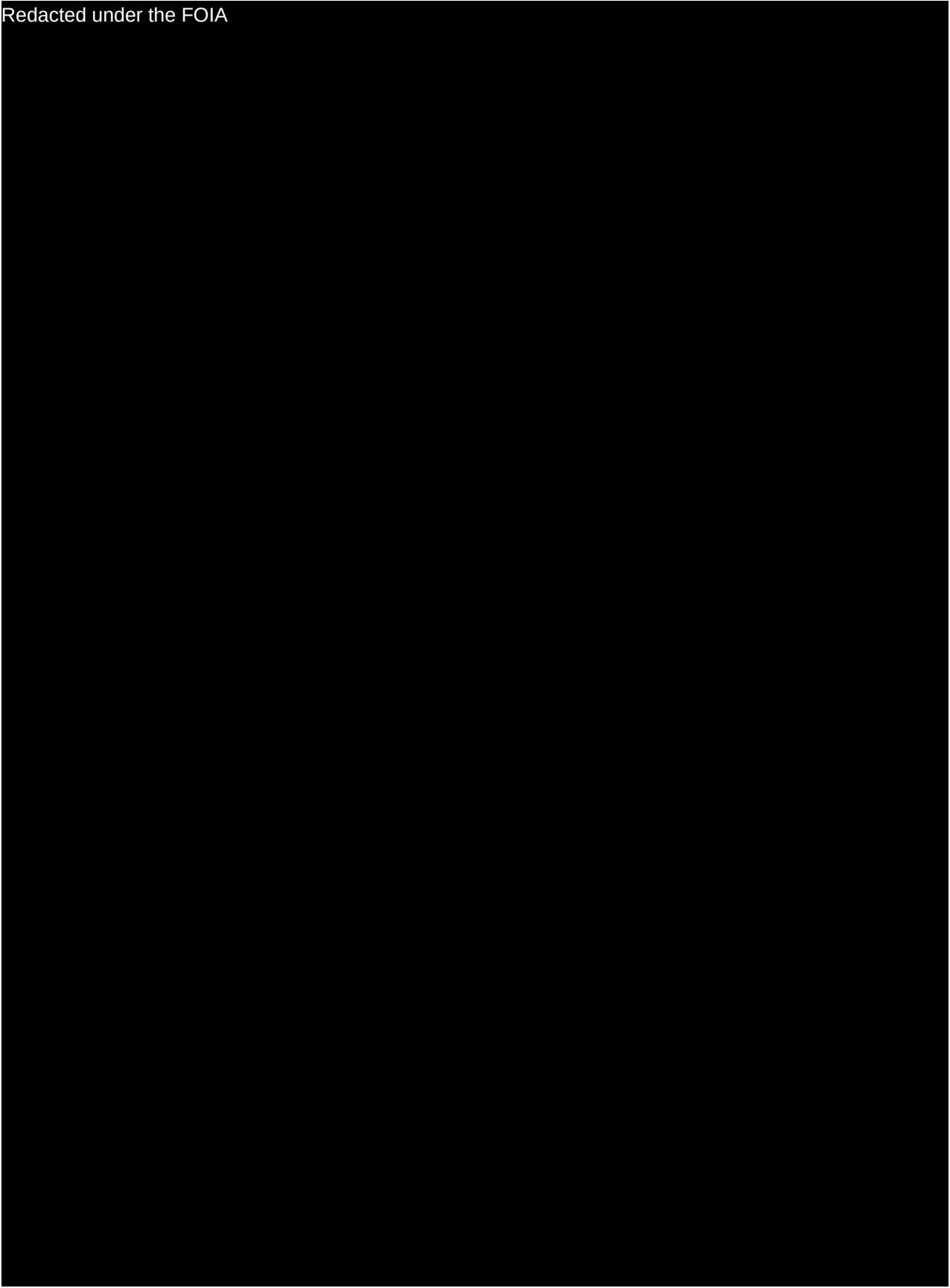
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Annex 1: Implementation Plan

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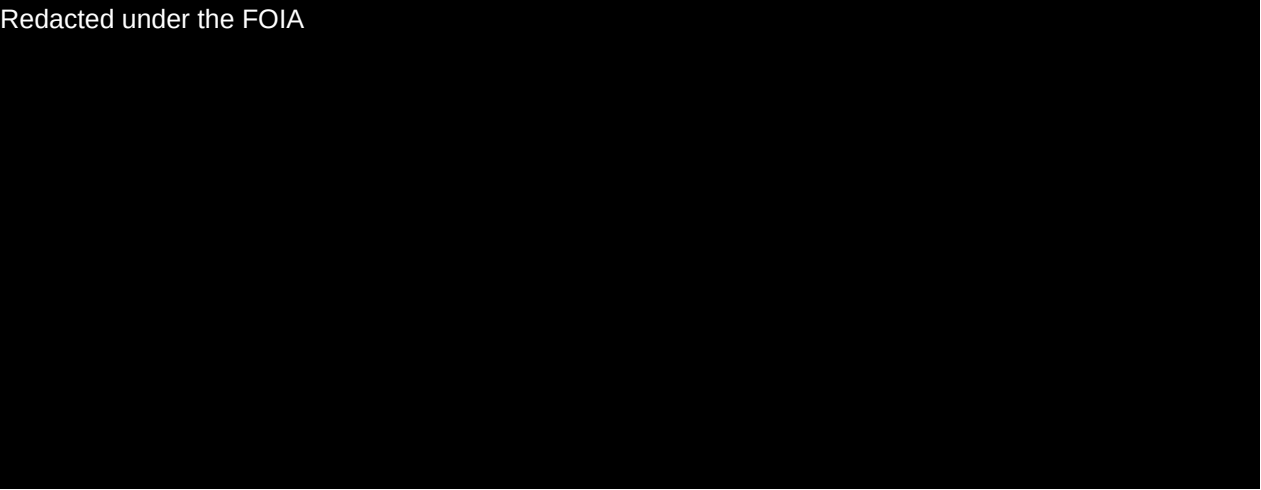


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Call-Off Ref:

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Annex 2: Implementation Services

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Part C - Testing**1. Definitions**

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

"Component"	1 any constituent parts of the Deliverables;
"Material Test Issue"	2 a Test Issue of Severity Level 1 or Severity Level 2;
"Satisfaction Certificate"	3 a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
"Severity Level"	4 the level of severity of a Test Issue, the criteria for which are described in Annex 1;
"Test Issue Management Log"	5 a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule;
"Test Issue Threshold"	6 in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
"Test Reports"	7 the reports to be produced by the Supplier setting out the results of Tests;
"Test Specification"	8 the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of this Schedule;
"Test Strategy"	9 a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule;
"Test Success Criteria"	10 in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule;

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"Test Witness"

11 any person appointed by the Buyer pursuant to Paragraph 9 of this Schedule; and

"Testing Procedures"

12 the applicable testing procedures and Test Success Criteria set out in this Schedule.

2. How testing should work

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

3. Planning for testing

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

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- 3.2.6 the names and contact details of the Buyer and the Supplier's Test representatives;
- 3.2.7 a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;
- 3.2.8 the technical environments required to support the Tests; and
- 3.2.9 the procedure for managing the configuration of the Test environments.

4. Preparing for Testing

- 4.1 The Supplier shall develop Test Plans and submit these for Approval as soon as practicable but in any case no later than twenty (20) Working Days prior to the start date for the relevant Testing as specified in the Implementation Plan.
- 4.2 Each Test Plan shall include as a minimum:
 - 4.2.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and
 - 4.2.2 a detailed procedure for the Tests to be carried out.
- 4.3 The Buyer shall not unreasonably withhold or delay its approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of the Buyer in the Test Plan.

5. Passing Testing

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

6. How Deliverables will be tested

- 6.1 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).
- 6.2 Each Test Specification shall include as a minimum:
 - 6.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;
 - 6.2.2 a plan to make the resources available for Testing;
 - 6.2.3 Test scripts;

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

6.2.5 expected Test results, including:

- (a) a mechanism to be used to capture and record Test results; and
- (b) a method to process the Test results to establish their content.

7. Performing the tests

- 7.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.
- 7.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3.
- 7.3 The Supplier shall notify the Buyer at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.
- 7.4 The Buyer may raise and close Test Issues during the Test witnessing process.
- 7.5 The Supplier shall provide to the Buyer in relation to each Test:
 - 7.5.1 a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and
 - 7.5.2 the final Test Report within 5 Working Days of completion of Testing.
- 7.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
 - 7.6.1 an overview of the Testing conducted;
 - 7.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;
 - 7.6.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
 - 7.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and
 - 7.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.

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- 7.7 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
- 7.8 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 7.9 If the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

8. Discovering Problems

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

9. Test witnessing

- 9.1 The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 9.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 9.3 The Test Witnesses:
 - 9.3.1 shall actively review the Test documentation;
 - 9.3.2 will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an

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informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;

- 9.3.3 shall not be involved in the execution of any Test;
- 9.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
- 9.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;
- 9.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
- 9.4 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

10. Auditing the quality of the test

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

11. Outcome of the testing

- 11.1 The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.

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- 11.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:
 - 11.2.1 the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
 - 11.2.2 the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
 - 11.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.3 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
- 11.4 The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
 - 11.4.1 the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
 - 11.4.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.
- 11.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).
- 11.6 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.
- 11.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.
- 11.8 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion

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(without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:

11.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within 10 Working Days of receipt of the Buyer's report pursuant to Paragraph 10.5); and

11.9.2 where the Buyer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

12. Risk

12.1 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:

12.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Deliverable or Milestone; or

12.1.2 affect the Buyer's right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

13. Alternative provisions for a shorter Implementation Period

In the event that the Buyer requests an Implementation Period that is a period shorter than three (3) months, the Parties may agree through the Variation Procedure to follow an alternative process and set of requirements in relation to Testing, to apply in lieu of the provisions of this Part B.

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Annex 1: Test Issues – Severity Levels

1. Severity 1 Error

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

2. Severity 2 Error

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

3. Severity 3 Error

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

but for which, as reasonably determined by the Buyer, there is a practicable workaround available;

4. Severity 4 Error

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

5. Severity 5 Error

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

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Annex 2: Satisfaction Certificate

To: [insert name of Supplier]

From: [insert name of Buyer]

[insert Date dd/mm/yyyy]

Dear Sirs,

Satisfaction Certificate

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

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

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

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

[OR]

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

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

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Buyer]