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

Order Form

CALL-OFF REFERENCE: C207759

THE BUYER: NHS England

BUYER ADDRESS 7 & 8 Wellington Place, Leeds, LS1 4AP

THE SUPPLIER: Teleperformance Limited

SUPPLIER ADDRESS: registered address:

Spectrum House

Bond Street

Bristol

BS1 3LG

REGISTRATION NUMBER: 02060289

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract.

APPLICABLE FRAMEWORK CONTRACT RM6181- Outsourced Contact Centre and Business Services- Lot 1-Contact Centres

This Order Form is for the provision of the Call-Off Deliverables and dated [signature date to be inserted]

It's issued under the Framework Contract with the reference number **RM6181** for the provision of NHS Citizen Facing Contact Centre Services

Framework Ref: RM6181 Project Version: v2.0

Model Version: v3.7

CALL-OFF LOT(S): Lot 1-Contact Centres

CALL-OFF INCORPORATED TERMS

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

- 1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2. Joint Schedule 1(Definitions and Interpretation) RM6181
- 3. Paragraph 9 and Annex 2 of Framework Schedule 3 (Framework Prices).
- 4. Framework Special Terms
 - Special Term 1- Expenses
 - Special Term 2
 - Special Term 3
 - Special Term 4- Cyber Security Requirements
 - Special Term 5- Supplier Staff
 - Special Term 6- Intellectual Property Rights (IPRs)
 - Special Term 7- Execution and Counterparts
- 5. 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) shall apply for future subcontracting if applicable.
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 9 (Minimum Standards of Reliability)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for C99988 Call-Off reference number
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)

- Call-Off Schedule 7 (Key Supplier Staff) (A- Telephone Appointment line) (B- National Digital Channels)
- o Call-Off Schedule 8 (Business Continuity and Disaster Recovery
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 13 (Implementation Plan and Testing) (A-Telephone Appointment line) (B- National Digital Channels)
- Call-Off Schedule 14 (Service Levels) (A- Telephone Appointment line) (B- National Digital Channels)
- Call-Off Schedule 15 (Call-Off Contract Management) (A-Telephone Appointment line) (B- National Digital Channels)
- Call-Off Schedule 16 (Benchmarking)
- Call-Off Schedule 18 (Background Checks)
- Call-Off Schedule 20 (Call-Off Specification) (A- Telephone Appointment line) (B- National Digital Channels
- 6. CCS PSC Outsourcing Core Terms (Version 2)
- 7. Joint Schedule 5 (Corporate Social Responsibility) RM6181
- 8. 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 Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is

- (i) specified in this Contract; or
- (ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements.

Special Term 2 – For the period of one year commencing with the Start Date, Clause 2.8 of the Core Terms shall be deleted and replaced with the following:

- 2.8 "The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
 - (a) verify the accuracy of the Due Diligence Information; or
 - (b) properly perform its own adequate checks,

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unless, notwithstanding Clause 2.7, the Supplier demonstrates that its failure

would not have occurred but for an error, which was the responsibility of the Relevant Authority, in the Due Diligence Information. From the first anniversary of the Start Date. Clause 2.8 of the Core Terms v3.0.11 shall be reinstated."

Special Term 3 – Where, within one year of the Start Date, it is identified that there has been any error in the Due Diligence Information provided by the Authority to the Supplier, at the next meeting of the Operational Board (as defined in Call-Off Schedule 15 (Call-Off Contract Management)), the Operational Board shall discuss and agree any adjustments required to the Contract and/or the Due Diligence Information as a result of such error and shall appoint representatives of each of the Buyer and the Supplier to implement those adjustments. If the Operational Board cannot agree on the adjustments required, the matter shall be dealt with in accordance with the dispute resolution procedure set out in Clause 34 of the Core Terms.

Special Term 4 - Cyber Security Requirements

The following wording shall be included as a new Clause 3.4 of the Core Terms of the Call-Off Contract:

The Supplier warrants and represents that it has complied with and throughout the Contract Period will continue to comply with the Cyber Security Requirements. The "Cyber Security Requirements" means:

- a) compliance with the data security and protection toolkit (DSP Toolkit), an online self-assessment tool that allows organisations to measure their performance against the National Data Guardian's 10 data security standards and supports key requirements of the GDPR, which can be accessed fromhttps://www.dsptoolkit.nhs.uk/, as may be amended or replaced by the Buyer or the Department of Health and Social Care from time to time;
- b) Attachment 6-Security Requirements to be completed and compliant and shall apply to the final contract
- c) such requirements as are identified by the Buyer in its Security Policy (if applicable); and
- d) any other cyber security requirements relating to the Services notified to the Supplier by the Buyer from time to time;

Special Term 5 - Supplier Staff

The following wording shall be included as a new Clause 7.6 of the Core Terms of the Call-Off Contract:

7.6 Notwithstanding that Call-Off Schedule 9 (Security) has not been incorporated into this Order Form under the section headed "CALL-OFF INCORPORATED TERMS", paragraph 3.4.3 of Part B of Call-Off Schedule 9 (Security) shall apply to this Order Form in any event.

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Special Term 6 - Intellectual Property Rights (IPRs)

Clause 10.1 of the Core Terms of the Call-Off Contract – Delete this Clause and replace with:

- 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:
 - receive and use the Deliverables: and
 - make use of the deliverables provided by a Replacement Supplier for the purposes of transition to a Replacement Supplier.

The definition of Existing IPR in Joint Schedule 1 (Definitions) shall be amended for the purposes of this Call-Off Contract be amended to read as follows:

"Existing IPR"	any and all IPR that are owned by or licensed to either Party and
	which are or have been developed independently of the Contract
	(whether prior to the Start Date or otherwise) and is used for the
	Deliverables of this Contract;

Special Term 7 - Execution and Counterparts

The following wording shall be included as new Clause 38 of the Core Terms of the Call-Off Contract:

38 Execution and Counterparts

- 38.1 This Call-Off Contract may be executed in any number of counterparts (including by electronic transmission), each of which when executed shall constitute an original but all counterparts together shall constitute one and the same instrument.
- 38.2 Execution of this Call-Off Contract may be carried out in accordance with the Electronic Identification and Trust Services for Electronic Transactions Regulations 2016 (SI 2016/696) and the Electronic Communications Act 2000. In the event each Party agrees to sign this Call-Off Contract by electronic signature (whatever form the electronic signature takes) it is confirmed that this method of signature is as conclusive of each Party's intention to be bound by this Call-Off Contract as if signed by each Party's manuscript signature. In such situation, this Call-Off Contract shall be formed on the date on which both Parties have electronically signed the Call-Off Contract as recorded in the Buyer's electronic contract management system.

Special Term 8 - Execution and Counterparts

The following wording shall be included as new Clause 39 of the Core Terms of the Call-Off Contract:

39 Security Risk Assessment

- 39.1 The Buyer acknowledges and agrees that the Supplier will conduct an assessment ("Security Risk Assessment"), generally within one hundred and twenty (120) days of the Effective Date, and at least once per calendar year thereafter. The Security Risk Assessment will be performed at the Supplier's expense.
- 39.2 During the Security Risk Assessment, the Supplier will review how its systems and employees interact with the tools, programs, processes, data. infrastructure and applications provided by the Buyer (collectively "Buyer Systems") to the Supplier in connection with the Services. Once the Security Risk Assessment is complete, the Supplier will generate a Security Assessment Report with its findings and recommendations, and distribute that report to the Buyer, at no cost to the Buyer. The Security Risk Assessment is a non-intrusive "observation process" and at no time will tools, including but not limited to, application or network vulnerability scanning tools be used as part of the Security Risk Assessment. The intent of the Security Risk Assessment is to (i) proactively identify risks associated with excessive privileges, data, infrastructure, applications, security controls, or processes that could be easily manipulated or privacy risks associated with infrastructure and connectivity between the Supplier and the Buyer, and (ii) document and endeavour to implement recommended risk remediation measures.
- 39.3 If the Buyer disagrees with, or wants to discuss, any of the findings or recommendations in the Security Assessment Report, the Buyer will provide any points of disagreement or discussion ("Buyer Response") to the Supplier within seven (7) business days after receipt of the Security Assessment Report. The Buyer and the Supplier will discuss the Buyer Response and work in good faith to resolve the points raised in the Buyer Response within a reasonable period of time. Thereafter, the Supplier will incorporate mutually agreed upon revisions into a "Revised Security Assessment Report".
- 39.4 The Supplier will implement the recommendations in the Security Assessment Report—or, if applicable, the Revised Security Assessment Report—that are within the Supplier's control within a timeframe to be agreed upon by the Parties. The Supplier will be liable for security breaches resulting from the Supplier's failure to implement those recommendations within the agreed timeframe.
- 39.5 The Buyer will implement the recommendations in the Security Assessment Report—or, if applicable, the Revised Security Assessment Report—pertaining to the Buyer Systems as soon as reasonably practicable, based on the severity of the risk(s) associated with the recommendation(s).

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

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CALL-OFF START DATE: 1st October 2023

EFFECTIVE DATE 14th November 2023

SERVICE COMMENCEMENT DATE: 14th May 2024

CALL-OFF EXPIRY DATE: 13th May 2026

CALL-OFF INITIAL PERIOD: 2 years

CALL-OFF EXTENSIONS: 2 x 1 year extension periods available

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20A- Telephone Appointment Line and Call-Off Schedule 20B- National Digital Channels (Call-Off Specification)

MAXIMUM LIABILITY

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

CALL-OFF CHARGES

The Supplier's commercial bid is included in Annex 1 of Call Off Schedule 5 (Pricing Details) and shall apply during the Initial Period of the contract, as per the Commercial Effective Dates. The Call Off Extensions shall be discussed and agreed by both parties before the Call Off Initial Period end date. Any price changes requested by the Supplier for the Call Off Extensions shall not exceed the Consumer Price Index (CPI).

ESTIMATED INITIAL 2 YEAR TERM SPEND

Overall 2 year		
initial term	£10,427,016.00	
value		

OPTIONAL EXTENSIONS ESTIMATED CHARGES IF UTILISED



REIMBURSABLE EXPENSES Recoverable as stated in the Framework Contract- Clause 5.1

PAYMENT METHOD

Invoices should clearly quote the purchase order number, be addressed to NHS England, X24 Payables K005, PO Box 312, LEEDS LS11 1HP and be sent as a PDF attachment by email to the following email address; sbs.apinvoicing@nhs.net (one invoice per PDF) and emails must not exceed 10Mb and quote, 'T56 Invoice Scanning' in subject line or alternatively invoices can be sent via post to the above address.

Any queries regarding outstanding payments should be directed to NHS England's Accounts Payable section by email at financialaccounts@nhs.net

BUYER'S INVOICE ADDRESS:

NHS England, X24 Payables K005, PO Box 312, LEEDS LS11 1HP and be sent as a PDF attachment by email to the following email address; sbs.apinvoicing@nhs.net

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



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

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BUYER'S ENVIRONMENTAL POLICY

Greener NHS version 3.0 available online at: Greener NHS (england.nhs.uk)]

BUYER'S SECURITY POLICY

NHS England Information Security Policy version V2.0 August 2018 first issued available online at: information-security-policy-v4.0.pdf (england.nhs.uk)]
Appended at Call-Off Schedule 9-Security Long Form

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER



PROGRESS REPORT FREQUENCY On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

OTHER MEETINGS

Weekly meetings

Monthly business review meetings 10th working day of each month.

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information- Commercial Schedule

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 A- TAL & B-NDC (Service Levels).

The Service Credit Cap is as per requirements in Attachment 3- Statement of Requirements- Appendices 1 & 2.

The Service Period is a recurrent period of one Month during the Contract Period. as per requirements in Attachment 3- Statement of Requirements- Appendices 1 & 2.

A Critical Service Level Failure is: 20% of the total amount of Monthly Core Service Charge as per requirements in Attachment 3- Statement of Requirements-Appendices 1 & 2

ADDITIONAL INSURANCES

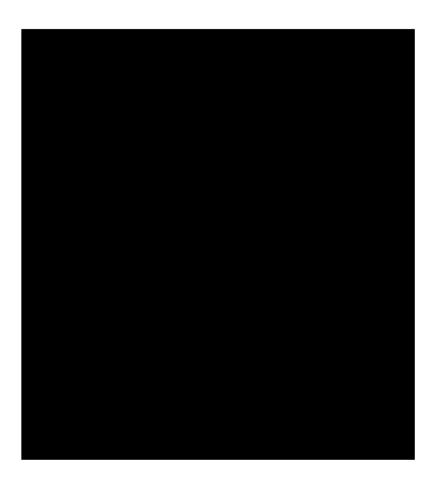
Not applicable- as per Framework terms

GUARANTEE

There's a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract

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 accordance with PPN 06/20 and responses to Social Value in Attachment 2- How to Bid



Call-Off Schedule 1 (Transparency Reports)
Call-Off Ref:
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Call-Off Schedule 1 (Transparency Reports)

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

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Model Version: v3.0

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Performance monitoring	Management Information to report on the SLAs and KPIs as agreed between both parties.	To be agreed within thirty (30) days of Call Off Start Date in line with the requirements set out in Attachment 3-Statement of Requirements Appendix 1 – Telephone Appointment Line and Appendix 2-National Digital Channels	To be agreed within thirty (30) days of Call Off Start Date in line with the requirements set out in Attachment 3-Statement of Requirements Appendix 1 – Telephone Appointment Line and Appendix 2-National Digital Channels
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.	To be agreed within thirty (30) days of Call Off Start Date in line with the requirements set out in Attachment 3-Statement of Requirements Appendix 1 – Telephone Appointment Line and Appendix 2-National Digital Channels	To be agreed within thirty (30) days of Call Off Start Date in line with the requirements set out in Attachment 3-Statement of Requirements Appendix 1 – Telephone Appointment Line and Appendix 2- National Digital Channels

Call-Off Ref:

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Open book profit reporting	Open book profit reporting from suppliers, providing detail on the profit levels achieved from this agreement.	To be agreed within thirty (30) days of Call Off Start Date in line with the requirements set out in Attachment 3-Statement of Requirements Appendix 1 – Telephone Appointment Line and Appendix 2-National Digital Channels	To be agreed within thirty (30) days of Call Off Start Date in line with the requirements set out in Attachment 3-Statement of Requirements Appendix 1 – Telephone Appointment Line and Appendix 2-National Digital Channels.
Audit Reports	To be agreed within thirty (30) days of Call Off Start Date in line with the requirements set out in Attachment 3-Statement of Requirements Appendix 1 – Telephone Appointment Line and Appendix 2-National Digital Channels	To be agreed within thirty (30) days of Call Off Start Date in line with the requirements set out in Attachment 3-Statement of Requirements Appendix 1 – Telephone Appointment Line and Appendix 2-National Digital Channels.	To be agreed within thirty (30) days of Call Off Start Date in line with the requirements set out in Attachment 3-Statement of Requirements Appendix 1 – Telephone Appointment Line and Appendix 2-National Digital Channels.
SME spends	Current supplier not an SME, if required in the	To be agreed within thirty (30) days of Call Off Start Date.	To be agreed within thirty (30) days of Call Off Start Date.

Call-Off Ref:

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	future the below applies. Suppliers spend on SMEs and time taken to pay invoices.		
Key Sub-Contractors	No sub- contractors currently apply, however if they are required in the future the below applies. List of all subcontractors used for current volumes and expected volumes for the next ninety (90) days in line with the ramp-up plan.	To be agreed within thirty (30) days of Call Off Start Date in line with the requirements set out in Attachment 3-Statement of Requirements Appendix 1 – Telephone Appointment Line and Appendix 2-National Digital Channels	To be agreed within thirty (30) days of Call Off Start Date in line with the requirements set out in Attachment 3-Statement of Requirements Appendix 1 – Telephone Appointment Line and Appendix 2-National Digital Channels
CRM Data	All CRM data captured by call centre agents via the relevant CRM tools.	To be agreed within thirty (30) days of Call Off Start Date in line with the requirements set out in Attachment 3-Statement of Requirements Appendix 1 – Telephone Appointment	Daily.

Call-Off Ref:

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		Line and Appendix 2- National Digital Channels	
Telephony Data	All telephony data captured by call centre agents via the relevant CRM tools.	To be agreed within thirty (30) days of Call Off Start Date in line with the requirements set out in Attachment 3-Statement of Requirements Appendix 1 – Telephone Appointment Line and Appendix 2-National Digital Channels	Daily.
Call Quality	[Reports on call quality KPIs agreed between the Customer and the Supplier within thirty (30) days of Call Off Start Date in line with the requirements set out in Appendix 1 – Telephone Appointment Line	To be agreed within thirty (30) days of Call Off Start Date in line with the requirements set out in Attachment 3-Statement of Requirements Appendix 1 – Telephone Appointment Line	Daily.

Call-Off Ref:

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Ticket Handling Data	All telephony data captured by call centre agents via the relevant CRM tools.	[To be agreed within thirty (30) days of Call Off Start Date in line with the requirements set out in Attachment 3-Statement of Requirements Appendix 2-National Digital Channels]	Daily.
Ticket Handling Quality	Reports on call quality KPIs agreed between the Customer and the Supplier within thirty (30) days of Call Off Start Date in line with the requirements set out in Appendix 2-National Digital Channels	To be agreed within thirty (30) days of Call Off Start Date in line with the requirements set out in Attachment 3-Statement of Requirements Appendix 2-National Digital Channels	Daily.
Complaints	All complaints received with the relevant customer and complaint details as per	To be agreed within thirty (30) days of Call Off Start Date in line with the requirements set	Daily.

Call-Off Ref:

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	the requirements set out in Attachment 3- Statement of Requirements Appendix 1 — Telephone Appointment Line and Appendix 2- National Digital Channels	out in Attachment 3- Statement of Requirements Appendix 1 – Telephone Appointment Line and Appendix 2- National Digital Channels.	
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Call-Off Ref:

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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

Framework Ref: RM6181 Project Version: v1.0 Model Version: v3.0

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Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

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- (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
 - 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (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.

Call-Off Schedule 3 (Continuous Improvement)
Call-Off Ref:
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Call-Off Schedule 5 (Pricing Details)
Call-Off Ref:
Crown Copyright 2021

Call-Off Schedule 5 (Pricing Details)

This Schedule will apply and shall be used be used to show further detailed pricing information, in addition to the pricing in the Order Form

Prices submitted for the Commercial Bid is included in Annex 1 of this schedule and shall apply during the initial term of the contract. The Option to extend shall be discussed and agreed by both parties before the initial Contract period end date. Any price change agreed for the Contract extension period shall not exceed the Consumer Price Index (CPI) as of <three months prior to initial term end date>.

Telephone Appointment Line- Rates Agreed as per Extension util 31st March 2024

Telephone Appointment Line-Commencing 1st April 2024



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National Digital Channels

Current rates apply until any implementation is completed.

Rates Applicable following implementation are below:



Ref: RM3830

Crown Copyright 2017



Implementation Charges Summary-

Item	Description	
A. IMPLEMENTATION COSTS - STAFF (excluding TUPE)- TAL	Cross-Skilling (TAL>NDC Staff)	
A. IMPLEMENTATION COSTS - STAFF (excluding TUPE)- NDC	New Hire Training / Onboarding	
A. IMPLEMENTATION COSTS - STAFF (excluding TUPE)- NDC	Training on New NDC services	
B. IMPLEMENTATION COSTS - NON- STAFF-TAL	New CXone telephony platform	

Ref: RM3830

Crown Copyright 2017



	,	
B.	Online learning	
IMPLEMENTATION	platform (TP	
COSTS - NON-	Simulation)	
STAFF-TAL		
B.	Gamification	
IMPLEMENTATION	platform (TP	
COSTS - NON-	Arcade)	
STAFF-TAL		
D	A	
B.	Agent support	
IMPLEMENTATION COSTS - NON-	Bot (Digital	
STAFF-TAL	Floorwalker)	
STAIT-TAL		
B.	ID&V	
IMPLEMENTATION	automation -	
COSTS - NON-	Core Solution	
STAFF-TAL		
В.	RPA to	
IMPLEMENTATION	transfer data	
COSTS - NON-	from IVR to	
STAFF-TAL	agent e-RS	
	session	
D	Online La contra	
B.	Online learning	
IMPLEMENTATION CHARGES - NON-	platform (TP Simulation)	
STAFF-NDC	Simulation)	
OTALL-NDO		
	Gamification	
	platform (TP	
	Arcade)	
	Agent support	
	Bot (Digital	
	Floorwalker)	

Ref: RM3830

Crown Copyright 2017



Management Costs Summary- already included in cost per call, mailing and cost per ticket

Service	Description	Cost per Month	Annual Cost
TAL	"Management Costs e.g. Ongoing costs associated with appropriate management of the service"		
TAL	"Recruitment & Training e.g. Ongoing costs associated with recruiting and training staff"		
TAL	"Technology e.g. Ongoing costs associated with hardware, software, services and telephony"		
TAL	"Premises e.g. Ongoing costs associated with		

Ref: RM3830

Crown Copyright 2017



	facilities such as rent and maintenance	
TAL	Overheads e.g., Ongoing costs associated with corporate overheads, insurance, other overheads	
TAL	Profit	
TAL	Depreciation	
NDC	"Management Costs e.g. Ongoing costs associated with appropriate management of the service"	
NDC	"Recruitment & Training e.g. Ongoing costs associated with recruiting and training staff"	
NDC	"Technology e.g. Ongoing costs associated with hardware, software, services and telephony"	
NDC	"Premises e.g. Ongoing costs associated with facilities such as rent and maintenance	
NDC	Overheads e.g., Ongoing costs associated with corporate overheads,	

Ref: RM3830

Crown Copyright 2017



	insurance, other overheads	
NDC	Profit	
NDC	Depreciation	

Future Live Services Requirements

Prices will be determined utilising the rate card below upon future requirement(s) needs, and volumes described in the commercial schedule shall be discussed with the supplier and agreed upon via the variation procedure utilising Joint Schedule 2-Variation Form.

Rate Card

Rates which may be used for any adhoc work during the life of the Contract . These rates will be used for future service lines required by NHS England.



Ref: RM3830

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Annual increases- the annual review of postal charges will be taken in line with Royal Mail's annual business mail price increases. This is a pass-through cost that will be accepted. As per the contract the remainder of the costs will be fixed for the duration of the contract

Ref: RM3830

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Annex 1-Copy of Suppliers Commercial Schedule and Commercial Schedule Guidance

NHS England

Commercial Schedule Guidance

Citizen Facing Contact Centres C99988

Ref: RM3830



Introduction

This document sets out how pricing proposals should be submitted via Atamis for the evaluation of the Commercial Envelope and the basis on which the Authority will make payment to the successful Supplier.

Attachment 4- Pricing Schedule of the Contract document will be populated based on the successful supplier's response to the Commercial Envelope.

Please read this document carefully. Ask any questions during the clarification window.

Costs and Commercial Envelope Evaluation

The table below sets out the elements of the Service for which a fee will be payable.

For the avoidance of doubt, all-inclusive means just that. The Authority (or a Participating Authority) will not be paying Supplier expenses, travel and/or subsistence costs.

Please populate the yellow cells with your all-inclusive fixed cost for each service element fee totalling up where indicated.

Upload your populated document along with Attachment 4- Pricing Schedule to Atamis in the Commercial Envelope.

The Commercial Envelope has a weighting overall. Of the costs to be entered into Commercial Envelope which are subject to evaluation:

- Implementation Costs (excluding TUPE)
- Implementation Costs (non-staff)
- Call Charges
- Ticket Charges
- Mailing Charges

The Authority will use the total from the table to calculate a weighted Commercial Envelope score from the costs you submit in the table below.

Please refer to the evaluation criteria document (Attachment 2- How to bid) for an explanation of how that will be applied.

The Supplier to invoice the Authority for the all-inclusive initial implementation fee on successful completion of that initial implementation to the satisfaction of the Authority.

• License Costs- Your license costs shall be all inclusive of implementation, System access, training, support, and all other Service elements/requirements.



- Hardware Costs will be allocated to individuals who will be delivering the services on the service lines for the Authority.
- Access permissions will be set by the Authority.

Please refer to the notes following the table for an explanation of what each of the chargeable service elements consists of. For clarity the notes you respond to below are for information only to support your evaluated costs.

Service Element		All-inclusive fixed fee net VAT (£)
A. Implementation (excluding TUPE)	Costs	
B. Implementation (non-staff)	Costs	
C. TUPE Costs- evaluated)	(Not	
D. Management Costs- (N evaluated)	ot	
E. Call Charges		
F. Ticket Charges		
G. Mailing Charges		
TOTAL		

Note:

- 1. The value in the 'Ticket Charges' cell in the table above excludes Ticket Charges Night Shift Hours to reflect the formula in the 'Evaluation' tab of 'Attachment 4 Pricing Schedule'.
- 2. The 'Total' above excludes the 'D. Management Costs' line, as management costs are built into the Call / Ticket / Mailing Charges and would cause double counting if included in the total.
- Notes for each element below:

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A. Implementation Costs (excluding TUPE)

Your proposed costs for implementation must include all initial overarching implementation and the onboarding of the service.

Please submit a response to the question below to explain your implementation costs and how it has been arrived at.

Implementation Breakdown	Costs	(excluding	TUPE)	Weight: N/A	
Question					
Your Implementation	plan expla	ained.			
Response Guidance					
Provide a fully itemise This should include ea and the rationale behi	ach eleme				
Your response to this evaluation.	question o	carries no weigh	ting and is	not subject to	
It is simply to give us	full visibili	ty of your propo	sed impler	mentation cos	ts.
Response Limit					
Your response to this	question	is limited to a m	aximum of	six (6) pages	
A page is defined as ominimum margin width		f A4, font size A	rial 11pt, s	ngle line spac	ing and

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As the incumbent supplier of the TAL and NDC services, our implementation activities and costs are based on the changes required to align the existing services to the scope of the ITT. Our solution leverages the significant investment and skills that we have amassed over the past 4+ years on TAL and 18 months on NDC and presents a value for money implementation for NHSE which protects historical investment and service-specific knowledge within our operation and support teams.

Teleperformance's staff-related implementation activities comprise the following key elements:

- A) Recruitment (including BPSS clearance) and training of staff to meet the NDC volume / staffing requirements (based upon the NHSE data provided). These costs are based on the additional staff headcount that we will need to recruit and train to scale up our existing NDC team.
- B) Training of existing NDC staff to handle the services that will be newly in scope for Teleperformance at the point of new contract Go Live (NHS Website and App Store Reviews).
- C) Cross-training of some existing TAL staff to handle NDC service interactions and NDC staff to handle TAL interactions.

A) Staff recruitment and onboarding

Our Implementation Plan and Pricing reflect the volume requirements for both the TAL and NDC services as set out in the Pricing Schedule and confirmed in NHSE's response to Clarification Question 185. As the incumbent service provider, we have considered the resource requirement at the point of new contract Go Live for each service (February 2024 for NDC and May 2024 for TAL), relative to the forecasted scale of our agent teams (for both services) and management and support teams prior to the Go Live of the new contract term.

For TAL, there will be no need for recruitment ahead of new contract Go Live. This is because the volume information is reflective of current TAL service volumes and resource requirements.

For NDC, the volume requirements in the Pricing Schedule at the point of new contract Go Live are

. This will drive an uplift in our current NDC resource level of 15 FTE from our expected baseline levels in early 2024.

As Teleperformance view there is some risk to these predicted volumes materialising (which are significantly higher than current service volumes), we have taken a view that we will only charge NHSE for the first 50% of this training requirement, and as such the cost of recruiting / training 7.7 FTE (10 staff) has been included in the Implementation Charges. In the event that these forecast volumes do materialise, Teleperformance will meet the cost of the additional training requirements up to 15 FTE.

Costs associated with this recruitment are:



B) Training of existing NDC staff on newly in-scope services

Based on the volumes in the response to (A) above, the existing staff supporting App ahead of new contract Go Live will be trained on the NHS Website and App Store Review services.

Costs associated with this training are:

C) Cross-training of staff on NDC / TAL services

Our proposal includes the cross-training of circa 30% of TAL staff on NDC services and circa 30% of NDC staff on TAL services. We will achieve this through:

Achieving the target 30% level of NDC staff cross-trained on TAL ahead of the
commencement of the new contract, in doing so, increasing the efficiency of the existing
NDC/App service. Cross-training TAL agents on NDC during the new contract Implementation
Phase. This cross-training will comprise 4 days core (existing) NDC services + 6 days NHS
Website and App Store Reviews = 10 days.

We anticipate that this cross-training activity will drive improved agility for the NHSE services. We will work with NHSE during the Implementation Phase to agree the best approach to delivering TAL>NDC cross-training whilst protecting existing service performance. This may include agreeing flexibility in the SLA / Service Credit regime during this short period of cross-training activity.

Once the 30% cross-trained levels are achieved, we will endeavour to maintain this level throughout the contract term.

The costs associated with this cross-skilling (initial ramp to 30% of agent population) are:



B. Implementation Costs (non-staff)

Your proposed costs for implementation must include all initial overarching implementation and the onboarding of the service.

Please submit a response to the question below to explain your implementation costs and how it has been arrived at.

I	mplementation Costs non-staff Breakdown	Weight: N/A

Question

Your implementation plan explained

Response Guidance

Provide a fully itemised breakdown of your proposed implementation costs. This should include each element of the total cost, the cost for each element and the rationale behind it.

Your response to this question carries no weighting and is not subject to evaluation.

It is simply to give us full visibility of your proposed implementation costs.

Response Limit

Your response to this question is limited to a maximum of six (6) pages.



C. TUPE Costs (not evaluated)

Your proposed costs for TUPE must include Further detail to follow during the ITT

Please submit a response to the question below to explain your implementation costs and how it has been arrived at.

TUPE Costs Breakdown	Weight: N/A		
Question			
Response Guidance			
Provide a fully itemised breakdown of your proposed	d TUPE Costs		
Your response to this question carries no weighting and is not subject to evaluation.			
t is simply to give us full visibility of your proposed TUPE costs.			
Response Limit			
Your response to this question is limited to a maxim	um of six (6) pages.		
A page is defined as one side of A4, font size Arial 1 minimum margin width of 2cm.	1pt, single line spacing and		



D. Management Costs Breakdown

Your proposed costs for implementation must include all initial overarching implementation and the onboarding of the service.

Please submit a response to the question below to explain your costs and how it has been arrived at.

Management Costs Breakdown	Weight: N/A

Question

Your Management Costs explained.

Response Guidance

Provide a fully itemised breakdown of your proposed management costs. This should include each element of the total cost, the cost for each element and the rationale behind it. See 'Management Costs' tab in Attachment 4- Pricing Schedule for guidance.

Your response to this question carries no weighting and is not subject to evaluation.

It is simply to give us full visibility of your proposed charges.

Response Limit

Your response to this question is limited to a maximum of six (6) pages.

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E. Call Charges Breakdown

Your proposed costs for Call Handling charges.

Please submit a response to the question below to explain your costs and how it has been arrived at.

Call Charges Breakdown	Weight: N/A

Question

Your Call Handling Charges explained.

Response Guidance

Provide a fully itemised breakdown of your proposed call handling charges. This is in 'Call charges' tab in Attachment 4- Pricing Schedule and in line with the requirements in Attachment 3- Statement of Requirements

Your response to this question carries no weighting and is not subject to evaluation.

It is simply to give us full visibility of your proposed charges.

Response Limit

Your response to this question is limited to a maximum of six (6) pages.

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Crown Commercial Service

F. Ticket Charges Breakdown

Your proposed costs for Ticket Handling charges.

Please submit a response to the question below to explain your costs and how it has been arrived at.

Ticket Cost Breakdown	Weight: N/A
-----------------------	-------------

Question

Your Ticket Handling charges explained.

Response Guidance

Provide a fully itemised breakdown of your proposed ticket handling charges. This should include each element of the total cost, the cost for each element and the rationale behind it.

Your response to this question carries no weighting and is not subject to evaluation.

It is simply to give us full visibility of your proposed ticket handling charges.

Response Limit

Your response to this question is limited to a maximum of six (6) pages.

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Crown Commercial Service

G. Mailing Charges Breakdown

Your proposed costs for Mailing charges.

Please submit a response to the question below to explain your costs and how it has been arrived at.

Mailing Charges Breakdown	Weight: N/A

Question

Your Mailing charges explained.

Response Guidance

Provide a fully itemised breakdown of your mailing charges. This should include each element of the total cost, the cost for each element and the rationale behind it.

Your response to this question carries no weighting and is not subject to evaluation.

It is simply to give us full visibility of your proposed mailing charges.

Response Limit

Your response to this question is limited to a maximum of six (6) pages.



• Discount Offering

You may, should you wish to do so, propose a discount offering. This is entirely optional and will not be evaluated.

Should you decide to include a discount offering in your tender submission, the nature and extent of it is something you have commercial freedom about.

Any discount offering you do include with your tender submission will, if accepted by the Authority, be populated into Schedule 5- Pricing Details of the Contract document.

Discount Offering	Weight: N/A
Question	
Your Discount offering.	
Response Guidance	
If you decide to offer a discount, please fully set thwork.	nis out and describe how it will
Response Limit	
Your response to this question is limited to a max	kimum of six (6) pages.
A page is defined as one side of A4, font size Aria minimum margin width of 2cm.	al 11pt, single line spacing and

Rate Card for future call off during the contract term.

During the lifetime of the contract a need may arise for occasional, new service lines, future technical development works at the request of the Authority. Should the situation arise, the Supplier will be asked for a costed proposal based on the rate card rates provided at the time of the tender submission, which will be subject to scrutiny and Approval by the Authority.

Please submit your proposed rates for ad hoc services and development work.

Rates will not be used for evaluation purposes but will be populated into Schedule 5- Pricing details of the Contract document and will be applied should the need for any requests that arise during the Term subject to a costed proposal being Approved by the Authority.

Rate Card Rates	Weight: N/A
-----------------	-------------

Question

Submit your rates for the listed line items in the 'Rate Card' tab of Attachment 4-Pricing Schedule.

Response Guidance

Please provide your all-inclusive hourly and daily rate for all listed lines. Part day rates or discount rates (as detailed in the above note) will be considered in the contract.

Please add in any additional lines into the 'Rate Card' tab that you feel would benefit the Authority during the term of the contract.

Your response to this question carries no weighting and is not subject to evaluation.

Response Limit

Your response to this question is limited to a maximum of six (6) pages.

Training & Recruitment Rates Weight: N/A

Question

Please complete the training and recruitment rates under the tab 'Rate Card'-Attachment 4-Pricing Schedule

Response Guidance

Please provide your all-inclusive hourly and daily rate for training & recruitment per employee, including materials, at a venue provided by your organisation.

Your response to this question carries no weighting and is not subject to evaluation.

Response Limit

Your response to this question is limited to a maximum of six (6) pages.

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, without prior agreement from The Buyer, 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 longterm 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.
 - 1.4.4 the Supplier's key staff secure a new role within the organisation as part of career progression.

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

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- together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
- 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Buyer, acting reasonably, 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.

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 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or longterm 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.
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- 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;
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- 1.6 The Buyer, acting reasonably, 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.

Definitions 1.

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"

2.3.2 of this Schedule;

has the meaning given to it in Paragraph

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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

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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;

"Critical National Infrastructure"

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"

Deliverables"

Resolution Commentary"

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.

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 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 the system embodied in the processes and procedures for restoring the provision of

procedures for restoring the provision of Deliverables following the occurrence of a

Disaster;

"Group Structure means the information relating to the SupplierInformation and 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 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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Supplier"

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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;

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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 At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "BCDR Plan"), which shall detail the processes and arrangements that the Supplier shall follow to:
 - 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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ect Version: v1.0

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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.

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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 (Pl'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.
- 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.

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/theoutsourcingplaybook 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 38(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:



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.

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

Part B: Long Form Security Requirements

1. Definitions

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

"Breach of	1 means the occurrence of:
Security"	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,
	2 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;
"ISMS"	3 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
"Security Tests"	4 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:
- 2.3.1
- 2.3.2
 - 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 cooperation 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;
 - 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)
 - f) takes account of guidance issued by the Centre for Protection of National Infrastructure (https://www.cpni.gov.uk)
 - g) complies with HMG Information Assurance Maturity Model and Assurance Framework (https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm)
 - h) meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;
 - i) addresses issues of incompatibility with the Supplier's own organisational security policies; and
 - j) complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph 7;
- 3.4.4 document the security incident management processes and incident response plans;
- 3.4.5 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and

- 3.4.6 be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Buyer in advance of issue of the relevant Security Management Plan).
- 3.5 Subject to Paragraph 2 the references to Standards, guidance and policies contained or set out in Paragraph 3.4 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.6 In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 3.4, the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.
- 3.7 If the bespoke ISMS submitted to the Buyer pursuant to Paragraph 3.3.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission of the ISMS to the Buyer. If the Buyer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph 3 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 3.4 to 3.6 shall be deemed to be reasonable.
- 3.8 Approval by the Buyer of the ISMS pursuant to Paragraph 3.7 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule.

4. Security Management Plan

- 4.1 Within twenty (20) Working Days after the Start Date, the Supplier shall prepare and submit to the Buyer for Approval in accordance with Paragraph 4 fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 4.2.
- 4.2 The Security Management Plan shall:
 - 4.2.1 be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);
 - 4.2.2 comply with the Baseline Security Requirements and, where specified by the Buyer in accordance with paragraph 3.4.3 d, the Security Policy;
 - 4.2.3 identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;
 - 4.2.4 detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential

- Information and the Government Data) and any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;
- 4.2.5 unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Deliverables and all processes associated with the delivery of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- 4.2.6 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the delivery of the Deliverables and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Schedule (including the requirements set out in Paragraph 3.4);
- 4.2.7 demonstrate that the Supplier's approach to delivery of the Deliverables has minimised the Buyer and Supplier effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);
- 4.2.8 set out the plans for transitioning all security arrangements and responsibilities from those in place at the Start Date to those incorporated in the ISMS within the timeframe agreed between the Parties;
- 4.2.9 set out the scope of the Buyer System that is under the control of the Supplier;
- 4.2.10 be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and
- 4.2.11 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the Deliverables and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.
- 4.3 If the Security Management Plan submitted to the Buyer pursuant to Paragraph 4.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the 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 (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 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 Where any Security Test carried out pursuant to Paragraphs 6.2 or 6.3 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Buyer's prior written Approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Buyer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Baseline Security Requirements) to this Schedule) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Buyer.
- 6.4 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 but no more than once annually, in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001 and/or the Security Policy where such compliance is required in accordance with paragraph 3.4.3 d.
- 7.2 If, on the basis of evidence provided by such security audits, it is the Buyer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy are not being achieved by the Supplier, then the Buyer shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time then the Buyer shall have the right to obtain an independent audit against these standards in whole or in part.
- 7.3 If, as a result of any such independent audit as described in Paragraph the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Buyer in obtaining such audit.

8. Security Breach

8.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.

- 8.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 8.1, the Supplier shall:
 - 8.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
 - 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 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 handle Buyer information classified SECRET or TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Supplier shall seek additional specific guidance from the Buyer.

2. End user devices

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

3. Data Processing, Storage, Management and Destruction

- 3.1 The Supplier and Buyer recognise the need for the Buyer's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Government Data will be subject to at all times.
- 3.2 The Supplier shall agree any change in location of data storage, processing and administration with the Buyer in accordance with Clause 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 ceasing to trade;
- 3.3.3 securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and

3.3.4 securely erase any or all Government Data held by the Supplier when requested to do so by the Buyer.

4. Ensuring secure communications

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

5. Security by design

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

6. Security of Supplier Staff

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

7. Restricting and monitoring access

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

8. Audit

- 8.1 The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:
 - 8.1.1 Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.
 - 8.1.2 Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.
- 8.2 The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
- 8.3 The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least 6 Months.

Part B – Annex 2 - Security Management Plan

Attachment 6- Security and Cyber Checklist

NHS	Digital	Design	Tool	Requirements

Ref	Level 1	Level 2	Level 3	Level 4	Priority	Requirement	Response type	Supplier Response
Sec 01	Regulations & security	Security	Security governance	Named board- level person responsible for service security	MUST	Do you have a board level person who is responsible for service security?	Yes/No with evidence	
Sec 02	Regulations & security	Security	Security governance	Named DPO	MUST	Do you have a Data Protection Officer (DPO) to ensure compliance with the Data Protection Act (DPA) 2018 ?	Yes/No with evidence	
Sec 03	Regulations & security	Security	Security governance	Information security policies and processes	MUST	Do you have an information security policy framework supported by defined processes?	Yes/No with evidence	
Sec 04	Regulations & security	Security	Security governance	Information security policies and processes	MUST	Do you have a security management plan?	Yes/No with evidence	
Sec 05	Regulations & security	Security	Operational security	Incident management approach	MUST	Do you have an incident reporting and management procedure?	Yes/No with evidence	
Sec 06	Regulations & security	Security	Standards and certifications	Certifications	SHOULD	Do you hold any Security Certifications, for example ISO27001 Information Security Management System, that are externally audited?	Yes/No with evidence	

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Sec 07	Regulations & security	Security	Standards and certifications	ISO/IEC 27001 certification	SHOULD	The Supplier SHOULD hold and maintain certification to ISO 27001 and be able to demonstrate certification was performed by a suitably qualified expert party such as those certified under the CREST scheme and the accreditation date.	Standards with evidence	
Sec 08	Regulations & security	Security	Operational security	Encryption	MUST	Is all data at rest and in transit encrypted to AES256 as a minimum?	Yes/No with evidence	
Sec 09	Regulations & security	Security	Operational security	Access Control	MUST	Is all access control granted using the principles of Least Privilege and Need to Know?	Yes/No with evidence	
Sec 10	Regulations & security	Security	Operational security	Access Control	MUST	Do you have a Joiners, Movers and Leavers Process?	Yes/No with evidence	
Sec 11	Regulations & security	Security	Asset protection	DSPT	MUST	You must have a current Data Security and Protection Toolkit (DSPT) in place at Standards Met or above.	Standards with evidence	
Sec 12	Regulations & security	Security	Operational security	Vulnerability Management	MUST	Do you have a patching policy with an SLA based on the Common Vulnerability Scoring System (CVSS) Score?	Yes/No with evidence	
Sec 13	Regulations & security	Security	Operational security	Vulnerability Management	MUST	Do you have a policy that requires the use of supported software and hardware only?	Yes/No with evidence	
Sec 14	Regulations & security	Security	Asset protection	Vulnerability Management	MUST	Do you undertake regular Penetration Testing. As a minimum annually	Yes/No with evidence	
Sec 15	Regulations & security	Security	Asset protection	Vulnerability Management	MUST	The Supplier MUST provide proof that penetration tests are undertaken by an independent, CREST or CHECK approved organisation.	Standards with evidence	

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Sec 16	Regulations & security	Security	HR	Security Clearance	MUST	Are all staff BPSS-cleared?	Yes/No with evidence	
Sec 17	Regulations & security	Security	HR	Training	MUST	Do staff receive Information Security Training at induction and annually thereafter?	Yes/No with evidence	
Sec 18	Regulations & security	Security	Third Party Suppliers	Suppliers	MUST	Do you undertake information Security Assessments of suppliers?	Yes/No with evidence	
Sec 19	Regulations & security	Security	Third Party Suppliers	Suppliers	MUST	Do you include information security requirements in contracts with suppliers?	Yes/No with evidence	
Sec 20	Regulations & security	Security	End of contract	End of contract data extraction	MUST	Do you have an End-of-contract process.	Yes/No with evidence	

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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" 1 Supplier Assets used exclusively by the

Supplier or a Key Subcontractor in the

provision of the Deliverables;

"Exit Information" 2 has the meaning given to it in

Paragraph 3.1 of this Schedule;

"Exit Manager" 3 the person appointed by each Party to

manage their respective obligations under

this Schedule;

"Exit Plan" 4 the plan produced and updated by the

Supplier during the Initial Period in accordance with Paragraph 4 of this

Schedule;

"Net Book Value" 5 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" 6 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" 7 the register and configuration database

referred to in Paragraph 2.2 of this

Schedule;

"Replacement Goods" 8 any goods which are substantially similar

to any of the Goods and which the 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" 9 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, whether those goods are provided by the Buyer internally and/or by any third party;

"**Termination Assistance**" 10 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"

11 has the meaning given to it in Paragraph 5.1 of this Schedule;

"Termination Assistance Period"

12 the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule:

"Transferable Assets"

13 Exclusive Assets which are capable of legal transfer to the 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 15 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 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.
- 2.2 During the Contract Period, the Supplier shall promptly:
- 2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Subcontracts and other relevant agreements required in connection with the Deliverables; and
- 2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables

("Registers").

- 2.3 The Supplier shall:
- 2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
- 2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the

Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

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

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

4. Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
- 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
- 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 providing the Buyer or a Replacement Supplier copies of all relevant documentation relating to the use and operation of the Deliverables and required for their continued use;

- 4.3.5 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
- 4.3.6 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
- 4.3.7 proposals for the disposal of any redundant Deliverables and materials;
- 4.3.8 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
- 4.3.9 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
 - 4.4 The Supplier shall:
- 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every six (6) months throughout the Contract Period; and
 - (b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a
 Termination Assistance Notice, and in any event no
 later than ten (10) Working Days after the date of
 the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material changes 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.
 - 4.6A 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.
 - 5.2The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
- 5.2.1 no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and
- 5.2.2 the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.
 - 5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
 - 5.4 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

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

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

10. Dividing the bills

- 10.1 All 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.

Annex 1-Teleperformance Exit Plan



NHS England – Citizen Facing Contact Centre Services Exit Management Plan





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Document List

Document Information

	Documer	nt Information
Unique ref no:		
Master Location:		
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Document Change History

	Document History		
Version	State / Changes	Date	Author
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Document Review Table

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Name	Review Role
	All sections
	All sections



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Approval Record

Ар	proval Record		
Customer Name:	<mark>NHSE</mark>	Teleperformance	
Representative Name:	Representative	Representative Name:	
Approval Date:		Approval Date:	

Glossary of Terms

Term	Description
Teleperformance	Teleperformance Ltd
ccs	Crown Commercial Services
NDC	National Digital Channels
NHSD	NHSE
CR	Change Request
FTE	Full Time Equivalent
ICM	Intelligent Call Management
IN	Intelligent Network
IVR	Interactive Voice Recording
RS	Replacement Supplier
ITHC	Information Technology Health Check
DDL	Due Diligence Library
IPR	Intellectual Property Rights

Document Reference Table

	Document Reference		
Version	Title or Description of Publication	Date	Author

Call-Off Schedule 13 (Implementation Plan and Testing)

Part A - Implementation

1. Definitions

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

"Delay"

a) a delay in the Achievement of a Milestone by its Milestone Date; or

 b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan:

"Deliverable Item" 1 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" 2 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;

1

Implementation Period" 3 has the meaning given to it in Paragraph

7.1;

2. Agreeing and following the Implementation Plan

- 2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan 30 days after the Effective Date.
- 2.2 The draft Implementation Plan:
 - 2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
 - 2.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 2.3 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

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roject Version: v1.0

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- of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 2.4 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.
- 2.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

3. Reviewing and changing the Implementation Plan

- 3.1 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.
- 3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 3.3 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
- 3.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.

4. Security requirements before the Start Date

- 4.1 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 Service Commencement Date. The Supplier shall ensure that this is reflected in their Implementation Plans.
- 4.2 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.
- 4.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
- 4.4 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.

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- 4.5 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.
- 4.6 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.

5. What to do if there is a Delay

- 5.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
 - 5.1.1 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;
 - 5.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
 - 5.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
 - 5.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

6. Compensation for a Delay

- 6.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the 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:
 - 6.1.1 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;
 - 6.1.2 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;
- 6.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved:
- 6.1.4 no payment or other act or omission of the 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
- 6.1.5 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).

7. Implementation Plan

- 7.1 The Implementation Period will be a six (6) Month period.
- 7.2 During the Implementation Period, the Supplier shall retain full responsibility for the existing TAL service, until the Service Commencement Date or as otherwise formally agreed with the Buyer. The Supplier's new service obligations for the Call Off Deliverables shall commence on the Service Commencement Date as set out in Order Form.
- 7.3 In accordance with the Implementation Plan, the Supplier shall:
 - 7.3.1 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;
 - 7.3.2 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;
 - 7.3.3 liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and
 - 7.3.4 produce a Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
 - 7.4 The Implementation Plan will include detail stating:
 - 7.4.1 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
 - 7.4.2 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.

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

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7.5 In addition, the Supplier shall:

- 7.5.1 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;
- 7.5.2 mobilise all the Services specified in the Specification within the Call-Off Contract;
- 7.5.3 produce a 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) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 7.5.4 manage and report progress against the Implementation Plan;
- 7.5.5 construct and maintain a 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;
- 7.5.6 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
- 7.5.7 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.]

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Annex 1: Implementation Plan-Not used

The Implementation Plan is set out below and the Milestones to be Achieved are identified below:

Milest one	Delive rable Items	Duration	Miles tone Date	Buyer Responsibi lities	Milestone Payments	Delay Payments

The Milestones will be Achieved in accordance with this Call-Off Schedule 13: (Implementation Plan and Testing)

For the purposes of Paragraph 9.1.2 the Delay Period Limit shall be **14 days**.

Part B - Testing

1. Definitions

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

meanings and they shall supplement Joint Schedule 1 (Definitions):					
"Component"	4 any constituent parts of the Deliverables;				
"Material Test Issue"	5 a Test Issue of Severity Level 1 or Severity Level 2;				
"Satisfaction Certificate"	6 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"	7 the level of severity of a Test Issue, the criteria for which are described in Annex 1;				
"Test Issue Management Log"	8 a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule;				
"Test Issue Threshold"	9 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"	the reports to be produced by the Supplier setting out the results of Tests;				
"Test Specification"	11 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"	12 a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule;				
"Test Success Criteria"	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" 14 any person appointed by the

Buyer pursuant to Paragraph 9 of this

Schedule; and

"Testing 15 the applicable testing

Procedures" 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 Effective Date but in any case no later than twenty (20) Working Days after the Effective 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.

Framework Ref: RM6181 Project Version: v1.0 Model Version: v3.3

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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.

Framework Ref: RM6181 Project Version: v1.0

15 Model Version: v3.3

Call-Off Ref:

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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]

Part A - Implementation

1. Definitions

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

"Delay"

a) a delay in the Achievement of a Milestone by its Milestone Date; or

b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation

Plan:

"Deliverable Item" 1 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" 2 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;

> > 1

Implementation Period" 3 has the meaning given to it in Paragraph

7.1;

2. Agreeing and following the Implementation Plan

- 2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan 30days after the Effective Date.
- 2.2 The draft Implementation Plan:
 - 2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
 - 2.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 2.3 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

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- of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 2.4 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.
- 2.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

3. Reviewing and changing the Implementation Plan

- 3.1 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.
- 3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 3.3 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
- 3.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.

4. Security requirements before the Start Date

- 4.1 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 Service Commencement Date. The Supplier shall ensure that this is reflected in their Implementation Plans.
- 4.2 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.
- 4.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
- 4.4 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.

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- 4.5 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.
- 4.6 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.

5. What to do if there is a Delay

- 5.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
 - 5.1.1 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;
 - 5.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
 - 5.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
 - 5.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

6. Compensation for a Delay

- 6.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the 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:
 - 6.1.1 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;
 - 6.1.2 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;
- 6.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved:
- 6.1.4 no payment or other act or omission of the 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
- 6.1.5 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).

7. Implementation Plan

- 7.1 The Implementation Period will be a three (3) Month period.
- 7.2 During the Implementation Period, the Supplier shall retain full responsibility for the existing NDC service until the Service Commencement Date or as otherwise formally agreed with the Buyer. The Supplier's new service obligations for the Call Off Deliverables shall commence on the Service Commencement Date as set out in Order Form.
- 7.3 In accordance with the Implementation Plan, the Supplier shall:
 - 7.3.1 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;
 - 7.3.2 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;
 - 7.3.3 liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and
 - 7.3.4 produce a Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
 - 7.4 The Implementation Plan will include detail stating:
 - 7.4.1 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
 - 7.4.2 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.

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7.5 In addition, the Supplier shall:

- 7.5.1 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:
- 7.5.2 mobilise all the Services specified in the Specification within the Call-Off Contract;
- 7.5.3 produce a 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) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 7.5.4 manage and report progress against the Implementation Plan;
- 7.5.5 construct and maintain a 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;
- 7.5.6 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
- 7.5.7 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.]

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Annex 1: Implementation Plan-Not used

The Implementation Plan is set out below and the Milestones to be Achieved are identified below:

Milest one	Delive rable Items	Duration	Miles tone Date	Buyer Responsibi lities	Milestone Payments	Delay Payments

The Milestones will be Achieved in accordance with this Call-Off Schedule 13: (Implementation Plan and Testing)

For the purposes of Paragraph 9.1.2 the Delay Period Limit shall be **14 days**.

Part B - Testing

1. Definitions

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

meanings and they shall supplement Joint Schedule 1 (Definitions):					
"Component"	4 any constituent parts of the Deliverables;				
"Material Test Issue"	5 a Test Issue of Severity Level 1 or Severity Level 2;				
"Satisfaction Certificate"	6 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"	7 the level of severity of a Test Issue, the criteria for which are described in Annex 1;				
"Test Issue Management Log"	8 a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule;				
"Test Issue Threshold"	9 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"	the reports to be produced by the Supplier setting out the results of Tests;				
"Test Specification"	11 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"	12 a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule;				
"Test Success Criteria"	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" 14 any person appointed by the

Buyer pursuant to Paragraph 9 of this

Schedule; and

"Testing 15 the applicable testing

Procedures" 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 Effective Date but in any case no later than twenty (20) Working Days after the Effective 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.

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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]

1. **Definitions**

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

"Critical Service Level Failure"	has the meaning given to it in the Order Form;
"Service Credits"	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Credit Cap"	has the meaning given to it in the Order Form;
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
"Service Level Threshold"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

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

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit 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 meet any Service Level Performance Measure.

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- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
 - 2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
 - 2.4.2 the Service Level Failure:
 - (a) exceeds the relevant Service Level Threshold;
 - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
 - (c) results in the corruption or loss of any Government Data; and/or
 - (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
 - the Buyer is entitled to or does terminate this Contract pursuant to Clause 11.4 (CCS and Buyer Termination Rights).
- 2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
 - 2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
 - 2.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
 - 2.5.3 there is no change to the Service Credit Cap.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("Compensation for Critical Service Level Failure"),

provided that the operation of this paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

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

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

- 1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
- 1.2.2 instruct the Supplier to comply with the Rectification Plan Process;
- 1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
- 1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

2. Service Credits

- 2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with the relevant calculation formula below.

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Part B: Performance Monitoring

3. Performance Monitoring and Performance Review

- 3.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 3.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 3.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 3.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 3.2.3 details of any Critical Service Level Failures;
 - 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 3.2.6 such other details as the Buyer may reasonably require from time to time.
- 3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 3.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.

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- 3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 3.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

4. Satisfaction Surveys

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

Annex 1- Telephone Appointment Line SLA's

1. SERVICE LEVELS

- 1.1 The Customer will measure the quality of the Supplier's delivery by the Service Levels below.
- 1.2 The Supplier shall provide a Contract Manager to ensure that all Service Levels are achieved to the highest standard throughout, respectively, the Contract Period.
- 1.3 The Supplier shall provide a managed Service through the provision of a dedicated Contract manager where required on matters relating to:
 - 1.3.1 Supply performance.
 - 1.3.2 Quality of Services.
 - 1.3.3 Customer support.
 - 1.3.4 Complaints handling; and
 - 1.3.5 Accurate and timely invoices.
 - 1.4 The Supplier accepts and acknowledges that failure to meet the Service Level Performance Measures set out in table 17.18 below shall result in Service Credits being issued to the Customer.
 - 1.5 The objectives of the Service Levels and Service Credits are to:
 - 1.5.1 ensure that the Services are of a consistently high quality and meet the requirements of the Customer.

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- 1.5.2 provide a mechanism whereby the Customer can attain meaningful recognition of inconvenience and/or loss resulting from the Suppliers failure to deliver the level of Service for which it has contracted to deliver; and
- 1.5.3 incentivise the Supplier to comply with and to expeditiously remedy any failure to comply with the Service Levels.
- 1.6 The Supplier shall monitor its performance of delivering the Contract by reference to the relevant performance criteria for achieving the Service Levels shown in section 17.18 and include this within the Monthly Report detailing the level of Service achieved.
- 1.7 The Supplier shall, at all times, provide the Services in such a manner that the Service Levels performance measures in the SLA table below are achieved.
- 1.8 If the level of performance of the Supplier of any element of the provision by it of the Services during the Contract Period:
 - 1.8.1 is likely to or fails to meet any Service Level Performance Measure or
 - 1.8.2 is likely to cause or causes a Critical Service Failure to occur,
- 1.9 The Supplier shall immediately notify the Customer in writing and the Customer, in its absolute discretion and without prejudice to any other of its rights howsoever arising, may:
 - 1.9.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Customer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring; and
 - 1.9.2 if the action taken under paragraph 17.9.1 above has not already prevented or remedied the Service Level Failure or Critical Service Level Failure, the Customer shall be entitled to instruct the Supplier to comply with the Rectification Plan Process; or
 - 1.9.3 if a Service Level Failure has occurred, deduct from the Contract Charges the applicable Service Level Credits payable by the Supplier to the Customer, or if a Critical Service Level Failure has occurred, exercise its right to compensation for Critical Service Level Failure.
 - 1.9.4 When the Supplier is required to develop a Rectification Plan it is to be delivered to the Customer within 5 working days, and should contain the following information as a minimum. The cause and impact, if known, of the performance failure the steps that the Supplier has taken and intends to take to rectify the situation including the following steps that will be taken to ensure the performance failure will not re-occur:
 - 1.9.4.1 the time that it will take to fully implement the plan.
 - 1.9.4.2 the reporting frequency of progress against the plan
 - 1.9.4.3 the person responsible implementing the plan.

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- 1.10 The Supplier shall be deemed to be "operating under a Rectification Plan" until the Customer accepts that it has been fully implemented and that stable and acceptable performance has been delivered.
- 1.11 The Supplier shall be deemed to be "operating under a Rectification Plan" until the Customer accepts that it has been fully implemented and that stable and acceptable performance has been delivered.
- 1.12 Approval and implementation by the Customer of any Rectification Plan shall not relieve the Supplier of any continuing responsibility to achieve the Service Levels, or remedy any failure to do so, and no estoppels or waiver shall arise from any such approval and/or implementation by the Customer.
- 1.13 Section 17.18 sets out the formula used to calculate a Service Credit payable to the Customer as a result of a Service Level Failure in a given Service period which, for the purpose of this, shall be a recurrent period of one Month during the Contract Period.
- 1.14 Section 17.18 includes details of each Service Credit available to each Service Level Performance Criterion if the applicable Service Level Performance Measure is not met by the Supplier.
- 1.15 The Customer shall use the Monthly Report supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each relevant Service Period.
- 1.16 Service Credits are a reduction of the amounts payable in respect of the Services and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in Section 17.18.
- 1.17 The Supplier confirms that it has modelled the Service Credits and has taken them into account in setting the level of the Contract Charges. Both Parties agree that the Service Credits are a reasonable method of price adjustment to reflect poor performance.
- 1.18 SLA Table.



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- 1.19.2.2 the Customer has been provided with a workaround in relation to the Service Incident, and the workaround has been accepted by the Customer.
- 1.19.3 For the avoidance of doubt, where the Supplier was notified of a Service Incident via email or via their web-portal, the Supplier shall be deemed to have been notified of the Service Incident from the point the email or web-portal submission was received by the Supplier's help desk mailbox or web-portal tool, and the not the point at which the Supplier logs the Service Incident or responds to the submission.
- 1.19.4 Fix Times for all Service Incidents shall be measured in Opening Hours.
- 1.19.5 The Supplier shall measure Fix Times as part of its service management responsibilities and report periodically to the on-Fix Times as part of the Monthly Service Report.

1.20 SLA 1 - HIGH SEVERITY SERVICE INCIDENT

- 1.20.1 A "High Severity Service Incident" is a Service Incident which, in the reasonable opinion of the Customer has the potential to:
 - 1.20.1.1 have a major adverse impact on the delivery of the Service but does not result in a Total Service Failure; and/or
 - 1.20.1.2 cause a disruption to the Customer which is more than trivial but less severe than the disruption described in the definition of a Total Service Failure.
- 1.20.2 Non-exhaustive examples of a High Severity Service Incident are:
 - 1.20.2.1 some of the telephone lines in a Site are unavailable resulting in some Calls not being Answered; or
 - 1.20.2.2 a security threat which exposes as risk sensitive information of the Customer or its patients; or
 - 1.20.2.3 a loss of power to a site causing failure of the Services; or
 - 1.20.2.4 denial of access to a site (i.e security incident).
 - 1.20.2.5 Measurement of SLA 1 will be the Fix Time of the High Severity Service Incident.

1.21 SLA 2 - COMPLETE SERVICE OUTAGE

- 1.21.1 A "Total Service Failure" is a Service Incident which in the reasonable opinion of the Customer:
 - 1.21.1.1 constitutes a loss of the Service which prevents any Calls from being Answered; and/or
 - 1.21.1.2 causes significant disruption to the Customer.

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- 1.21.2 Non-exhaustive examples of a Total Service Failure are:
 - 1.21.2.1 a loss of power to a Site causing failure of the Services; or
 - 1.21.2.2 denial of access to all Sites.
- 1.21.3 Measurement of SLA2 shall be the Fix Time of the Total Service Failure.
- 1.22 SLA 3 CALLS ANSWERED WITHIN 45 SECONDS (MONTHLY AVERAGE)
 - 1.22.1 Measurement of SLA 3 shall be based on the number of Calls that are Answered within 45 seconds of being Offered as a percentage of total Calls that are Offered in the Service Period.
- 1.23 SLA 4 CALLS ANSWERED WITHIN 45 SECONDS (DAILY AVERAGE)
 - 1.23.1 Measurement of SLA 4 shall be based on the number of Calls that are Answered within 45 seconds of being Offered as a percentage of total Calls that are Offered in that Service Day. Where the percentage is less than 75.00% for one or more days in a Service Period, Service Credits shall accrue.

1.24 SLA 5 - ABANDONMENT RATE

1.24.1 Measurement of SLA 5 shall be based on the number of Calls that are Abandoned as a percentage of total Calls that are Offered in the Service Period.

1.25 SLA 6 - COMPLAINTS

- 1.25.1 Measurement of SLA 6 shall be based on the number of Complaints as a percentage of total Calls that are Answered in the Service Period.
- 1.25.2 A "Complaint" is an expression of dissatisfaction that requires further action which cannot be dealt with whilst the Call is still in progress.
- 1.26 SLA 7 Service availability
 - 1.26.1 Measurement of SLA 7 will be based on the time the TAL Services are Available as a percentage of the total time in the Opening Hours in the Service Period.

1.27 SLA 7 - MAIL DISPATCHED WITHIN 2 WORKING DAYS OF FILE GENERATION

- 1.27.1 Measurement of SLA 7 shall be based on the number of letters that are dispatched to the appropriate recipient within two Working Days of the mailing file being produced by the NHS e-RS system in accordance with the Mailing Services as a percentage of the total number of letters produced in the Service Period.
- 1.28 The Service Credits shall be calculated on the following basis:

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- 1.28.1 Service performance against each Service Level Performance Criterion is assessed daily and an average performance is calculated across the Service Period.
- 1.28.2 Service Level Threshold failure 1 when measured over the entire Service Period shall incur Service Credits on a sliding scale for that Service Level Performance Criterion as set out in the table above.
- 1.28.3 Service Level Threshold failure 2 when measured over the entire Service Period shall incur Service Credits on a sliding scale for that Service Level Performance Criterion as set out in the table above.
- 1.28.4 A Critical Service Level Failure shall be:
 - 1.28.4.1 as set out in the table above; or
 - 1.28.4.2 in the event performance against any Service Level Performance Criterion calculated across the Service Period is below the Service Level Threshold for five or more Service Periods in any rolling 12 Month period; or
 - 1.28.4.3 in the event performance against any Service Level Performance Criterion calculated on any day is below the Service Level Threshold for five or more days in any Service Period.
- 1.29 Without prejudice to any other rights and remedies of the Customer, where there are multiple Service Level Failures in a Service Period, then the total Service Credits that may be deducted against the Monthly Core Service Charge for that Service Period is capped at a level of:
 - 1.29.1 10%. of the total amount of the Monthly Core Service Charge where there are only Failure Level 1 failures in the relevant Service Period: or
 - 1.29.2 15% of the total amount of Monthly Core Service Charge where there are any Service Level Threshold failures in the relevant Service Period; or
 - 1.29.3 20% of the total amount of Monthly Core Service Charge where there are any Critical Service Failures in relation to KP1 or where there is a Total Service Failure.
- 1.30 Without prejudice to any of the other Customer's rights and remedies, where the Supplier has incurred either a Service Level Threshold failure or a Critical Service Failure the Customer may, at its discretion, request the Supplier to produce a Rectification Plan, such Rectification Plan shall contain the following information as a minimum:
 - 1.30.1 the cause and impact, if known, of the Service Level Threshold failure or a Critical Service Failure.
 - 1.30.2 the steps that the Supplier has taken and intends to take to rectify the situation.

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- 1.30.3 the steps that will be taken to ensure the Service Level Threshold failure or a Critical Service Failure will not re-occur.
- 1.30.4 the name of the person who will be responsible for monitoring the effectiveness of the Correction Plan:
- 1.30.5 the time that it will take to fully implement the plan; and
- 1.30.6 any other information reasonably required by the Customer.
- 1.31 When daily Calls Offered exceeds daily forecast Calls Offered by above 10% then measurements against SLA 3, SLA 4 and SLA 5 shall not apply for that specific day.

2. PERFORMANCE MONITORING

- 2.1 This section provides the methodology for monitoring the provision of the Services:
 - 2.1.1 to ensure that the Supplier is complying with the Service Levels; and
 - 2.1.2 for identifying any failures to achieve Service Levels in the performance of the Supplier and/or provision of the Services.
- 2.2 Within twenty (20) Working Days of the Contract Commencement Date the Supplier shall provide the Customer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 2.3 The Supplier shall report all failures to achieve Service Levels and any Critical Service Level Failure to the Customer in accordance with the above.
- 2.4 The Supplier shall provide the Customer with Monthly Reports in accordance with the process and timescales agreed pursuant to paragraph above which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 2.4.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period.
 - 2.4.2 a summary of all failures to achieve Service Levels that occurred during that Service Period.
 - 2.4.3 any Critical Service Level Failures and details in relation thereto.
 - 2.4.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence.
 - 2.4.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 2.4.6 such other details as the Customer may reasonably require from time to time.
- 2.5 The Parties shall attend meetings to discuss Performance Monitoring Reports on a monthly basis (unless otherwise agreed). The Performance Review Meetings will be

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the forum for the review by the Supplier and the Customer of the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):

- 2.5.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier.
- 2.5.2 take place at such location and time (within normal business hours) as the Customer shall reasonably require unless otherwise agreed in advance.
- 2.5.3 be attended by the Supplier's Representative and the Customer's Representative; and
- 2.5.4 be fully minuted by the Supplier. The prepared minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Customer's Representative and any other recipients agreed at the relevant meeting. The minutes of the preceding month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Customer's Representative at each meeting.
- 2.6 The Customer shall be entitled to raise any additional questions and/or request any further information regarding any failure to achieve Service Levels.
- 2.7 The Supplier shall provide to the Customer such supporting documentation as the Customer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.
- 2.8 In order to assess the level of performance of the Supplier, the Customer may undertake satisfaction surveys in respect of the Supplier's provision of the Services.
- 2.9 The Customer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Services which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.
- 2.10 All other suggestions for improvements to the provision of Services shall be dealt with as part of the continuous improvement programme.

1. **Definitions**

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

"Critical Service Level Failure"	has the meaning given to it in the Order Form;
"Service Credits"	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Credit Cap"	has the meaning given to it in the Order Form;
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
"Service Level Threshold"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

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

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit 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 meet any Service Level Performance Measure.

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- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
 - 2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
 - 2.4.2 the Service Level Failure:
 - (a) exceeds the relevant Service Level Threshold;
 - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
 - (c) results in the corruption or loss of any Government Data; and/or
 - (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
 - the Buyer is entitled to or does terminate this Contract pursuant to Clause 11.4 (CCS and Buyer Termination Rights).
- 2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
 - 2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
 - the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
 - 2.5.3 there is no change to the Service Credit Cap.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("Compensation for Critical Service Level Failure"),

provided that the operation of this paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

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

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

- 1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
- 1.2.2 instruct the Supplier to comply with the Rectification Plan Process;
- 1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
- 1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

2. Service Credits

- 2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with the relevant calculation formula below.

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Part B: Performance Monitoring

3. Performance Monitoring and Performance Review

- 3.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 3.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 3.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 3.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 3.2.3 details of any Critical Service Level Failures;
 - 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 3.2.6 such other details as the Buyer may reasonably require from time to time.
- 3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 3.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.

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- 3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 3.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

4. Satisfaction Surveys

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

Annex 1- National Digital Channels SLA's

7. SERVICE LEVELS AND PERFORMANCE

The Authority will measure the quality of the Supplier's delivery in accordance with the service levels and KPIs below;

- 14.1 The Supplier shall provide a Contract Manager to ensure that all Service Levels are achieved to the highest standard throughout, respectively, the Contract Period.
- 14.2 The Supplier shall provide a managed Service through the provision of a dedicated Contract manager where required on matters relating to:
 - 14.2.1 Supply performance;
 - 14.2.2 Quality of Services;
 - 14.2.3 Customer support;
 - 14.2.4 handling; and
 - 14.2.5 Accurate and timely invoices.
 - 14.3 The Supplier accepts and acknowledges that failure to meet the Service Level Performance Measures set out in the table below shall result in Service Credits being issued to the Customer.
 - 14.4 The objectives of the Service Levels and Service Credits are to:
 - 14.4.1 ensure that the Services are of a consistently high quality and meet the requirements of the Customer;

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- 14.4.2 provide a mechanism whereby the Customer can attain meaningful recognition of inconvenience and/or loss resulting from the Suppliers failure to deliver the level of Service for which it has contracted to deliver; and
- 14.4.3 incentivise the Supplier to comply with and to expeditiously remedy any failure to comply with the Service Levels.
- 14.4.4 The Supplier shall monitor its performance of delivering the Contract by reference to the relevant performance criteria for achieving the Service Levels shown in section 14.15 and include this within the Monthly Report detailing the level of Service achieved.
- 14.4.5 The Supplier shall, at all times, provide the Services in such a manner that the Service Levels performance measures in the SLA table below are achieved.
- 14.4.6 If the level of performance of the Supplier of any element of the provision by it of the Services during the Contract Period:
- 14.4.7 is likely to or fails to meet any Service Level Performance Measure or
- 14.4.8 is likely to cause or causes a Critical Service Failure to occur,
- 14.5 The Supplier shall immediately notify the Customer in writing and the Customer, in its absolute discretion and without prejudice to any other of its rights howsoever arising, may:
- 14.6 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Customer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring; and
 - 14.6.1 if the action taken under paragraph 14.6 above has not already prevented or remedied the Service Level Failure or Critical Service Level Failure, the Customer shall be entitled to instruct the Supplier to comply with the Rectification Plan Process; or
 - 14.6.2 if a Service Level Failure has occurred, deduct from the Contract Charges the applicable Service Level Credits payable by the Supplier to the Customer, or if a Critical Service Level Failure has occurred, exercise its right to compensation for Critical Service Level Failure.
 - 14.6.3 When the Supplier is required to develop a Rectification Plan it is to be delivered to the Customer within 5 working days, and should contain the following information as a minimum. The cause and impact, if known, of the performance failure the steps that the Supplier has taken and intends to take to rectify the situation including the following steps that will be taken to ensure the performance failure will not re-occur:

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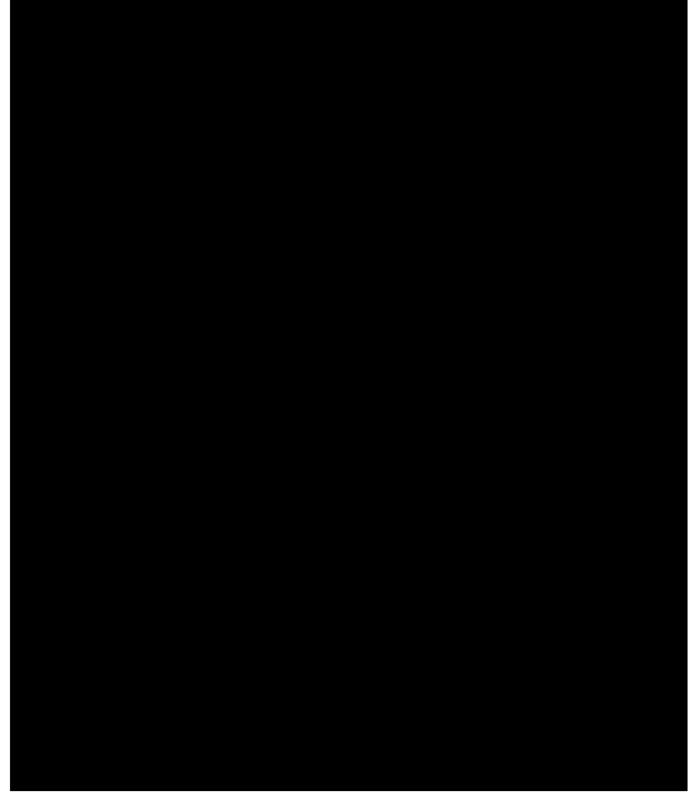
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- (a) the time that it will take to fully implement the plan
- (b) the reporting frequency of progress against the plan
- (c) the person responsible implementing the plan
- 14.7 The Supplier shall be deemed to be "operating under a Rectification Plan" until the Customer accepts that it has been fully implemented and that stable and acceptable performance has been delivered.
- 14.8 The Supplier shall be deemed to be "operating under a Rectification Plan" until the Customer accepts that it has been fully implemented and that stable and acceptable performance has been delivered.
- 14.9 Approval and implementation by the Customer of any Rectification Plan shall not relieve the Supplier of any continuing responsibility to achieve the Service Levels, or remedy any failure to do so, and no estoppels or waiver shall arise from any such approval and/or implementation by the Customer.
- 14.10 Section 14.15 sets out the formula used to calculate a Service Credit payable to the Customer as a result of a Service Level Failure in a given Service period which, for the purpose of this, shall be a recurrent period of one Month during the Contract Period.
- 14.11 Section 14.15 includes details of each Service Credit available to each Service Level Performance Criterion if the applicable Service Level Performance Measure is not met by the Supplier.
- 14.12 The Customer shall use the Monthly Report supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each relevant Service Period.
- 14.13 Service Credits are a reduction of the amounts payable in respect of the Services and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in Section 14.15.
- 14.14 The Supplier confirms that it has modelled the Service Credits and has taken them into account in setting the level of the Contract Charges. Both Parties agree that the Service Credits are a reasonable method of price adjustment to reflect poor performance.

14.15 SLA Table.

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14.16 DEFINITIONS

14.16.1 A "Service Incident" is a reported occurrence of a failure to deliver any part of the Services in accordance with the relevant Customer's Statement of Requirements or the Service Levels.

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- 14.16.2 "Fix Time" of a Service Incident is the period from the time that the Service Incident has been reported to the Supplier or that the Supplier becomes aware of by any other method, or the time at which the Supplier could reasonably have been expected to have identified the Service Incident; to the point of its Resolution and "Resolution" means in relation to a Service Incident either:
 - (a) the underlying reason for the occurrence of the Service Incident has been removed and the Services are being provided in accordance with the Customer's Statement of Requirements and Service Levels; or
 - (b) the Customer has been provided with a workaround in relation to the Service Incident, and the workaround has been accepted by the Customer.
- 14.16.3 For the avoidance of doubt, where the Supplier was notified of a Service Incident via email or via their web-portal, the Supplier shall be deemed to have been notified of the Service Incident from the point the email or web-portal submission was received by the Supplier's help desk mailbox or web-portal tool, and the not the point at which the Supplier logs the Service Incident or responds to the submission.
- 14.16.4 Fix Times for all Service Incidents shall be measured in Opening Hours.
- 14.16.5 The Supplier shall measure Fix Times as part of its service management responsibilities and report periodically to the on Fix Times as part of the Monthly Service Report.

14.17 SLA 1 - HIGH SEVERITY SERVICE INCIDENT

- 14.17.1 A "High Severity Service Incident" is a Service Incident which, in the reasonable opinion of the Customer has the potential to:
 - (a) have a major adverse impact on the delivery of the Service but does not result in a Total Service Failure; and/or
 - (b) cause a disruption to the Customer which is more than trivial but less severe than the disruption described in the definition of a Total Service Failure.
- 14.17.2 Non-exhaustive examples of a High Severity Service Incident are:
- 14.17.3 some of the data lines in a Site are unavailable resulting in some tickets not being Answered; or
- 14.17.4 security threat which exposes as risk sensitive information of the Customer or its patients; or
 - 14.17.5 loss of power to a site causing failure of the Services; or

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- 14.17.6 denial of access to a site (i.e security incident).
- 14.18 Measurement of SLA 1 will be the Fix Time of the High Severity Service Incident.

14.19 SLA 2 - COMPLETE SERVICE OUTAGE

- 14.19.1 A "Total Service Failure" is a Service Incident which in the reasonable opinion of the Customer:
 - 14.19.1.1 constitutes a loss of the Service which prevents any Tickets from being Answered; and/or
 - 14.19.1.2 causes significant disruption to the Customer.
- 14.19.2 Non-exhaustive examples of a Total Service Failure are:
 - 14.19.2.1 a loss of power to a Site causing failure of the Services; or
 - 14.19.2.2 denial of access to all Sites.
- 14.19.3 Measurement of SLA2 shall be the Fix Time of the Total Service Failure.

14.20 SLA 6 - COMPLAINTS

- 14.20.1 Measurement of SLA 6 shall be based on the number of Complaints Upheld as a percentage of total tickets that are Answered in the Service Period.
- 14.20.2 A "Complaint" is an expression of dissatisfaction that requires further action which cannot be dealt with whilst the Call is still in progress.
- 14.21 The Service Credits shall be calculated on the following basis:
 - 14.21.1 Service performance against each Service Level Performance Criterion is assessed daily and an average performance is calculated across the Service Period.
 - 14.21.2 Service Level Threshold failure 1 when measured over the entire Service Period shall incur Service Credits on a sliding scale for that Service Level Performance Criterion as set out in the table above.
 - 14.21.3 Service Level Threshold failure 2 when measured over the entire Service Period shall incur Service Credits on a sliding scale for that Service Level Performance Criterion as set out in the table above.
 - 14.21.4 A Critical Service Level Failure shall be:
 - 14.21.4.1 as set out in the table above; or
 - 14.21.4.2 in the event performance against any Service Level Performance Criterion

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- calculated across the Service Period is below the Service Level Threshold for five or more Service Periods in any rolling 12 Month period; or
- 14.21.4.3 in the event performance against any Service Level Performance Criterion calculated on any day is below the Service Level Threshold for five or more days in any Service Period.
- 14.22 Without prejudice to any other rights and remedies of the Customer, where there are multiple Service Level Failures in a Service Period, then the total Service Credits that may be deducted against the Monthly Core Service Charge for that Service Period is capped at a level of:
 - of the total amount of the Monthly Core Service Charge where there are only Failure Level 1 failures in the relevant Service Period: or
 - 14.22.2 of the total amount of Monthly Core Service Charge where there are any Service Level Threshold failures in the relevant Service Period; or
 - of the total amount of Monthly Core Service Charge where there are any Critical Service Failures in relation to KP1 or where there is a Total Service Failure.
- 14.23 Without prejudice to any of the other Customer's rights and remedies, where the Supplier has incurred either a Service Level Threshold failure or a Critical Service Failure the Customer may, at its discretion, request the Supplier to produce a Rectification Plan, such Rectification Plan shall contain the following information as a minimum:
 - 14.23.1 the cause and impact, if known, of the Service Level Threshold failure or a Critical Service Failure:
 - 14.23.2 the steps that the Supplier has taken and intends to take to rectify the situation.
 - 14.23.3 the steps that will be taken to ensure the Service Level Threshold failure or a Critical Service Failure will not re-occur.
 - 14.23.4 the name of the person who will be responsible for monitoring the effectiveness of the Correction Plan;
 - 14.23.5 the time that it will take to fully implement the plan; and
 - 14.23.6 any other information reasonably required by the Customer.
 - 15. SECURITY AND CONFIDENTIALITY REQUIREMENTS
 - 15.1 Insert requirements across all services.

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- 15.1.1 The supplier will be responsible for the redaction of Personal Identifiable Information (PID) from the Zendesk system, this includes but is not limited to Address, NHS Number, medical information, screenshots of the NHS App.
- 15.1.2 Staff will be BPSS cleared, with responsibility for ensuring all user data is kept secure at all times.
- 15.1.3 Incidents that are either relating to user security, or platform security, should be reported to NHS England immediately.

1. DEFINITIONS

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

"Operational the board established in accordance with paragraph

Board" 4.1 of this Schedule;

"Project Manager" the manager appointed in accordance with

paragraph 2.1 of this Schedule;

2. PROJECT MANAGEMENT

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

3. Role of the Supplier Contract Manager

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

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

4. ROLE OF THE OPERATIONAL BOARD

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

5. Contract Risk Management

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - 5.2.1 the identification and management of risks;
 - 5.2.2 the identification and management of issues;
 - 5.2.3 monitoring and controlling project plans; and
 - 5.2.4 monitoring and disclosing to the Buyer any risks allocated by the Supplier to their supply chain.
- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.

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5.4 The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer's and the Supplier have identified.

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Annex: Contract Boards

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

Details of additional boards to be inserted upon contract signature if required.

Call-Off Schedule 15 (Call-Off Contract Management)
Call-Off Ref:
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1. DEFINITIONS

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

"Operational the board established in accordance with paragraph

Board" 4.1 of this Schedule;

"Project Manager" the manager appointed in accordance with

paragraph 2.1 of this Schedule;

2. PROJECT MANAGEMENT

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

3. Role of the Supplier Contract Manager

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

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oject Version: v1.0

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

4. ROLE OF THE OPERATIONAL BOARD

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

5. Contract Risk Management

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - 5.2.1 the identification and management of risks;
 - 5.2.2 the identification and management of issues;
 - 5.2.3 monitoring and controlling project plans; and
 - 5.2.4 monitoring and disclosing to the Buyer any risks allocated by the Supplier to their supply chain.
- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.

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5.4 The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer's and the Supplier have identified.

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Annex: Contract Boards

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

Details of additional boards to be inserted at contract signature if required.

Call-Off Schedule 15 (Call-Off Contract Management)
Call-Off Ref:
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Call-Off Schedule 16 (Benchmarking)-To be finalised upon contract award

1. DEFINITIONS

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

"Benchmark Review"

1 a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value:

"Benchmarked Deliverables"

2 any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;

"Comparable Rates"

3 the Charges for Comparable Deliverables;

"Comparable Deliverables"

4 deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;

"Comparison Group"

5 a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;

"Equivalent Data"

6 data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;

"Good Value"

7 that the Benchmarked Rates are within the Upper Quartile; and

"Upper Quartile"

8 in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in

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terms of best value for money for the recipients of Comparable Deliverables.

2. When you should use this Schedule

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

3. Benchmarking

3.1 How benchmarking works

- 3.1.1 The 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.
- 3.1.2 The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.
- 3.1.3 The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Commencement Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 3.1.4 The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.
- 3.1.5 The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.
- 3.1.6 Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.
- 3.1.7 The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review

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demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

3.2 Benchmarking Process

- 3.2.1 The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:
 - (a) a proposed cost and timetable for the Benchmark Review;
 - (b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
 - (c) a description of how the benchmarker will scope and identify the Comparison Group.
- 3.2.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.
- 3.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.
- 3.2.4 Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.
- 3.2.5 Once it has received the Approval of the draft plan, the benchmarker shall:
 - (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:
- (i) market intelligence;
- (ii) the benchmarker's own data and experience;
- (iii) relevant published information; and
- (iv) pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;

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- (b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
- (c) using the Equivalent Data, calculate the Upper Quartile;
- (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- 3.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.
- 3.2.7 In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:
- (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
- (b) exchange rates;
- (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

3.3 **Benchmarking Report**

- 3.3.1 For the purposes of this Schedule "Benchmarking Report" shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;
- 3.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:
 - include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
 - (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
 - (c) include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.

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3.3.3 The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 25 (Changing the contract).

Call-Off Schedule 18 (Background Checks)

1. When you should use this Schedule

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

2. Definitions

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

3. Relevant Convictions

- 3.1.1 The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.
- 3.1.2 Notwithstanding Paragraph 2.1.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):
 - (a) conduct thorough questioning regarding any Relevant Convictions; and
 - (b) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

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

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Model Version: v3.0

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Call-Off Schedule 18 (Background Checks) Call-Off Ref: Crown Copyright 2021

Annex 1 – Relevant Convictions

The Supplier shall ensure all staff are BPSS cleared and trained at the Suppliers own expense.

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

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

Clarifications issued during the tendering period are included in Annex 1 of this Schedule. The full list of Clarifications are specified in the final version 6 issued during the tender process. Responses to clarification questions take precedence over the content of this schedule where there is a conflict.

Appendix 1 Telephone Appointment Line will be applicable to this Schedule and apply under this contract.

Appendix 1- Telephone Appointment Line- e-Referrals Service

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1. REQUIREMENT OVERVIEW

1.1 NHS England (formerly NHS Digital) (here after referred to as "The Customer") requires a Contact Centre Service to deliver the Customer's Telephone Appointment Line (TAL) service for England.

2. BACKGROUND TO THE E-RS PROGRAMME

- 2.1 e-RS went live in June 2015 and replaced the Choose and Book system, which had been live since 2004. It comprises 2 applications:
- NHS e-RS Professional application, used by NHS professionals to publish health care services, exchange information, and refer patients.
- NHS e-RS Patient application, used by patients to book, change or cancel their referral appointments into health care services (Manage Your Referral).
- 2.2 An assisted digital service is provided by the Telephone Appointment Line (TAL) to support patients to book, change or cancel their appointments. The TAL is in scope for this procurement as outlined below.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 The TAL is a service that supports Callers in the completion or updating of referral bookings into services as published on the e-Referrals Service (e-RS) professional application. Callers that are either incapable of using the e-RS Caller application 'Manage Your Referral' (MYR) (for example, due to disability, technical inability or lack of access to appropriate technology) or that are unwilling to use MYR (due to preference) are able to telephone the TAL, whose agents will then complete or update the booking of a referral on behalf of the Caller, using the e-RS professional application.
- 3.2 The TAL effectively provides the e-RS Programme's assisted digital service for the overall e-RS service capability. It currently handles c.30,000 Caller telephone calls per week.
- 3.3 The e-RS is a national service that combines an electronic referral booking capability with a choice of place, date and time for first hospital or clinic appointments.

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- 3.4 The key functions of the e-RS are as follows:
- 3.4.1 Commissioned services are published, by service suppliers, on the NHS e-RS Directory of Services.
- 3.4.2 Services are delivered by supplier organisations, typically secondary care organisations i.e., hospitals, but other services are also available.
- 3.4.3 Referrers short list available services to meet the care requirements of Callers.
- 3.4.4 Appointment bookings in to selected services can be completed by:
- 3.4.4.1 Referrers e.g., GPs, in the presence of the Caller, using the Professional Application.
- 3.4.4.2 Callers, in their own time, using the Caller Web Application; or
- 3.4.4.3 Callers calling the e-RS TAL service, who will book the appointment on behalf of the Caller, as well as providing non-clinical information and signposting.
- 3.5 The e-RS website can be found at the following link: https://digital.nhs.uk/referrals.
- 3.6 The e-RS end-to-end process design includes a provision for a mailing service to, amongst other things, remind Callers to arrange their appointments following referral (Mailing Service). Historic mailing volume information is set out in Annex 1, please note this for information only and is non-contractual nor a commitment of volume.

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4. **DEFINITIONS**

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Expression or Acronym	Definition	
e-RS	means NHS Referral Service to book outpatient appointments for a range of conditions and treatments, from allergies to x-rays.	
Supplier	means a Potential Provider with whom the Customer has concluded a Contract.	
Service	means (Telephone Appointment Line) a call centre Service that supports patients in the completion or updating of referral bookings in to services as published on the NHS e-Referrals Service (e-RS).	
TAL	means (Telephone Appointment Line) a call centre Service that supports patients in the completion or updating of referral bookings in to services as published on the NHS e-Referrals Service (e-RS).	
HSCN Network	means Health & Social Care Network, a network will connect the health and social care system by providing a reliable, efficient and flexible way for organisations to access and exchange patient records and other electronic information. Further information can be obtained at: https://digital.nhs.uk/health-social-care-network/suppliers	
NHS	means National Health Service.	
MYR	means Manage Your Referral application, which is the public facing element of the wider e-Referral Service (e-RS).	
Call Guidelines	Means a set of outline call flows that guide call handlers through calls from patients for a range of different queries and circumstances. They are not exhaustive and do not specify all the exact wording but provide a flow to the desired call outcome.	
Mailing Service	means a facility to merge extracts of patients details with pre-set letter templates so that an individual mailing is produced and posted for each patient on the extract.	

Telephone Lines	means a single-user circuit on a telephone communication system. Telephone lines are used to deliver landline telephone Service and Digital subscriber line (DSL) phone cable Service to the premises.	
Opening Times	Means 08:00 to 20:00 Monday to Friday, 08:00 to 16:00 weekends and English public holidays, closed on Christmas Day.	
Caller	means a person receiving or registered to receive medical treatment.	
TexBox	means a proprietary software that allows a Text Telephone (TTY) call to be received on a PC. The TTY facility is designed for use by hearing-impaired callers and allows telephone conversions to be conducted by typing, rather than using voice and hearing. TexBox is named for example purposes, but other software is available that provides the same functionality.	
Call Handler	means the individual that manages inbound or outbound telephone calls.	
Reminder Letter	means an appointment reminder issued by or printed communication, sent in an envelope by post.	
Cancellation Letter	means a cancellation notification issued by or printed communication, sent in an envelope by post.	
Rejection Letter	means a rejection notification issued by or printed communication, sent in an envelope by post.	
BPSS-cleared	means employment clearance to Baseline Personnel Security Standard.	
Back Busying	means messages are played to encourage callers to wait to be answered because calls can be queued and never give a busy tone.	
IVR	means Interactive Voice Response.	
BAU	means Business as Usual.	
ACT	means Average Call Time.	

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Technology	means Information and communication technology.	
LAN	means Local Area Network.	
IP Packets	means Internet Protocol.	
NHS Choices	means the award-winning, comprehensive health information Service with thousands of articles, videos and tools, helping callers make the best choices about health and lifestyle, as well as making the most of NHS and social care services in England.	
Calls offered to service	means the number of times signalling from public telephony networks informs the Supplier's systems that a Caller is attempting to make a connection.	
Ineffective Calls	means the number of calls where a call receives "ring tone, no reply" or busy tone at the request of the Supplier's telephony systems (back busying) or busy tone due to insufficient exchange line capacity between the Supplier and the public network.	
Calls Accepted	means the number of calls where the Supplier's systems signal to public telecommunications networks to apply ringing tone to the Caller or signal that confirm the call has been answered either by a Call Handler or by systems messages.	
Calls Abandoned	means those "Calls accepted" where the Caller "hangs up" before receiving service from a member of staff.	
Calls Answered	means those "Calls accepted" where the Caller receives service from a Call Handling.	
Time to answer / Answer waiting time	means the elapsed time between a Caller completing an IVR transaction or listening to a mandatory message and being offered to the Supplier's systems and the call being put through to a member of staff to receive service, for each call answered, and have these measurements available for use in reporting.	

Calls answered within threshold	means the number of Calls Answered that have a Time to answer equal to or less than 5, 10, 20, 30, 45, 60, 90 and 120 (and so on) seconds or other threshold specified, and maintain a continual time series of this distribution for use in reporting.	
Calls terminating in engaged tone	means those calls that result in the telephone network applying a busy signal to the Caller, and calculate the percentage of calls offered that are terminated in engaged tone.	
Continual time series	means are obtained when observations are recorded over some time interval.	
Patient Satisfaction Survey	means a digital survey offered to callers in which they are asked to respond to a set of questions as defined by the Customer.	
CSL	means Critical Service Level; the level of service provided is deemed to have a critical effect on business performance and/or the patient experience.	
OSL	means Operational Service Level; the performance actually achieved against a service level.	
WES	means Warranted Environment Software, the Customer's definition of the client environments supported, which the Supplier must meet.	
ACD	means Automatic Call Distributor – a device which directs incoming calls to a telephony system.	
Rectification Plan	means a plan to be populated by the supplier to capture the cause and impact, if known, of a performance failure.	
Available	means the TAL Services are "Available" when Calls to the Telephone Lines (as defined in Schedule 2) are being Answered and dealt with in accordance with the Call Handling Guidelines.	
Call	means a Call when a patient/health care professional dials one of the Telephone Lines.	

Competent Authority	means the public authority(ies) or similar regulatory authority(ies) designated as being competent by the UK Government to be responsible for the implementation of the NIS Directive and ensuring compliance with its provisions.
Controller or Data Controller	has the meaning given to it in the Data Protection Laws.
CSR Laws	means Laws relating to corporate social responsibility issues (e.g. anti-bribery and corruption, health and safety, the environmental and sustainable development, equality and diversity), including but not limited to the Modern Slavery Act 2015, the Public Services (Social Value) Act 2012, the Public Contracts Regulations 2015 and Article 6 of the Energy Efficiency Directive 2012/27/EU, from time to time in force.
CSR Policies	means the Customer's policies, including, without limitation, anti-bribery and corruption, health and safety, the environmental and sustainable development, equality and diversity, and any similar policy notified to the Supplier by the Customer from time to time, and "CSR Policy" shall mean any one of them.
Cyber Security Requirements	means: a) compliance with the DSP Toolkit; b) compliance with schedule 19 (Cyber Security Attack); and c) any other cyber security requirements relating to the Services notified to the Supplier by the Customer from time to time.
Data Protection Impact Assessment	means an assessment by the Buyer of the impact of the envisaged processing on the protection of Personal Data.
Detailed Transition and Implementation Plan	means the plan developed and revised from time to time in accordance with the Transition and Implementation Plan.

DSP Toolkit	means the data security and protection toolkit, an online self-assessment tool that allows organisations to measure their performance against the National Data Guardian's 10 data security standards and supports key requirements of the GDPR, which can be accessed from https://www.digitalsocialcare.co.uk/data-security-protecting-my-information/national-policy/ , as may be amended or replaced by the Supplier or the Department of Health and Social Care from time to time.	
Mailing Sent	means a letter required to be sent pursuant to the Mailing Services that is dispatched to its intended recipient via an appropriate mailing or courier service provider.	
Mailing Services	means the mailing services to be provided by the Supplier to the Customer as Services.	
Monthly Core Service Charge	means the sum of the Call Costs and Mailing Costs within that month.	
NIS Directive	means the award-winning, comprehensive health information Service with thousands of articles, videos and tools, helping callers make the best choices about health and lifestyle, as well as making the most of NHS and social care services in England.	
Offered	means a Call is "Offered" when it has been Received, any initial greeting message required by the Customer has been played in full and the Call has then been queued for Answer.	
Outline Transition and Implementation Plan	means the outline plan set out at Transition and Implementation Plan.	
Patient Satisfaction Survey	means a digital survey offered to callers in which they are asked to respond to a set of questions as defined by the Customer.	

Personal Data Breach	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.	
Received	means a Call is "Received" when it is delivered to the Supplier's telephony infrastructure and "Receive" shall be interpreted accordingly.	
Relevant Communication	means as defined in Clause 34.5 (Protection of Personal Data).	
Reportable Incident	shall have the meaning given to it in the NIS Directive.	
Service Day	means any day on which the Telephone Lines are open as required in the Customer's Statement of Requirements.	
Service Level Threshold	means a failure to meet the Service Level Performance Measure in respect of a Service Level Performance Criterion and 'exceeding' a Service Level Threshold shall mean the same.	
Standard Contractual Clauses	means the standard contractual clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of protection as set out in Commission Decision C (2010) 593 and reference to the standard contractual clauses shall be to the clauses as updated, amended, replaced or superseded from time to time by the European Commission.	
Sub-Processor	means any appointed third party sub-contractor to Process the Personal Data.	
TAL Services	means the Services to be provided by the Supplier to the Customer, excluding the Mailing Services.	
Technology	means Information and communication technology.	
WES	means Warranted Environment Software, the Customer's definition of the client environments supported, which the Supplier must meet.	

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5. SCOPE OF REQUIREMENT

- 5.1 This section sets out an overview of the Customer's requirements, which are described in more detail in section 6.
- 5.2 TAL call handling.
- 5.2.1 There are three advertised telephone numbers on which users can contact the existing TAL Service (such numbers and any replacements thereto, being the "Telephone Lines"), which are as follows:
- 5.2.1.1 Main Patient line 0345 6088888.
- 5.2.1.2 Health Care Professionals (HCP) line
- 5.2.1.3 Text phone Patient line for Hearing-Impaired Callers 0345 8502250.
- 5.2.2 All three lines shall be hosted and paid for by the Supplier's telephony provider.
- 5.2.3 The Supplier shall be responsible for answering all calls to the Telephone Lines in accordance with the Contract during the Contract Period.
- 5.2.4 All contact centre staff and any other staff with access to Caller identifiable data will require minimum BPSS clearance. The Supplier shall ensure that non BPSS cleared staff or others do not have access to or visibility of patient data.
- 5.2.5 All contact centre capacity and data storage shall be provided within England, and all Personal Data shall be stored and processed within the United Kingdom.
- 5.2.6 The Supplier shall provide the Services from a UK site(s) only, this should include business continuity planning and may include multi-sites and/or home working. The Supplier shall demonstrate how the continuity and resilience of the service is maintained in order to meet the requirements of SLA 1 (Section 17).
- 5.2.7 The Supplier shall maintain in place such technical or organisational interfaces (including compliance with this Statement of Requirements) in order to provide the Services and in particular to ensure that the Site(s) are properly connected to the Customer's System (where required) and all necessary reports can be generated.
- 5.2.8 The Supplier shall not perform the Services (or part thereof) from locations other than the approved Sites with the Customer (including, but not limited to, mobile or home working) unless approved in advance by the Customer.

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5.2.9 The Supplier shall ensure that each of the Telephone Lines are open every day of the year apart from 25th December, as follows such times being the Opening Times.

Day	Telephone Lines Open	Telephone Lines Close
Monday	08:00	20:00
Tuesday	08:00	20:00
Wednesday	08:00	20:00
Thursday	08:00	20:00
Friday	08:00	20:00
Saturday	08:00	16:00
Sunday	08:00	16:00
English Public Holidays	08:00	16:00
Christmas Day	Closed	Closed

- 5.2.10 The Supplier shall ensure that calls are handled in accordance with the call guidelines outline script (Call Guidelines) as notified from the Customer to the Supplier from time-to-time and at Contract commencement as set out in Annex 2.
- 5.2.11 Where a Caller wishes to converse in a language other than English, the Supplier shall use the services of Language Line (www.languageline.com), who shall provide an interpreter to conduct third party interpretation. If an interpreter is not instantly available, then it is the responsibility of the Supplier to arrange to call the Caller back. The costs of Language Line services shall be borne by the Supplier. The Supplier shall be responsible for contracting with Language Line to provide the necessary services.

5.3 TAL recruitment and training.

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- 5.3.1 The Supplier shall recruit and train all staff receiving calls on the Telephone Lines (Call Handlers) in accordance with a policy approved by the Customer to be reviewed as part of the overall transition plan.
- 5.3.2 The Supplier shall be required to source the training material from the incumbent.
- 5.4 TAL monitoring and forecasting.
- 5.4.1 Call forecasts shall be owned, resourced for, and provided by the Supplier.
- 5.4.2 Historic call volume information is set out in Annex 3, please note this for information only and is non-contractual nor a volume commitment. This is provided for illustration only and is not a representation or a commitment by the Customer of any future volumes.
- 5.5 TAL Caller satisfaction and complaints.
- 5.5.1 The Supplier shall provide an automated digital mechanism for offering and capturing responses to Caller satisfaction questions provided by the Customer.
- 5.6 TAL data storage.
- 5.6.1 The Supplier shall ensure that its data retention process is in accordance with Section 18, Data Security.
- 5.7 Mailing Service.
- 5.7.1 The Supplier shall provide a mailed reminder/notification to Callers where required by the e-RS Service, including in circumstances such as:
- 5.7.1.1 The Caller has not yet booked an appointment following referral (such notification a Reminder Letter);
- 5.7.1.2 After booking an appointment, it has been cancelled (such notification a Cancellation Letter); or
- 5.7.1.3 The Service provider has rejected the referral request (such notification a Rejection Letter).
- 5.7.2 The Supplier shall ensure that the appropriate letter template (as set out in Annex 4) are adhered to.
- 5.7.3 Historic mailing volumes are also attached in Annex 1. These are provided for information only and are non-contractual nor a volume commitment.

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5.8 Management information.

- 5.8.1 The Supplier shall provide management information as required by the Customer which shall include as a minimum, the following:
- 5.8.1.1 Monthly service report. Including:
- (a) Executive summary.
- (b) Monthly performance against KPIs, showing rolling 6 months.
- (c) Commentary on monthly performance against KPIs.
- (d) Service availability.
- (e) Review of incidents.
- (f) Service point deductions.
- (g) Call forecasting and profiling.
- (h) Staffing levels, attrition and training activity.
- (i) IVR message usage.
- (j) Mailing volumes and returned mail.
- (k) Satisfaction scores.
- (I) Complaints and feedback.
- 5.8.1.2 Monthly financial report.
- (a) Using template provided by Customer to be agreed with the successful Supplier.
- 5.8.1.3 Customer access to the Supplier's live telephony reporting system to be able to report on call arrival and answering volumes by day, and time interval within day, for the duration of the contract period.
- 5.8.1.4 Weekly performance tracker. To review performance over the last week including:
- (a) Call forecasting and actual calls offered.
- (b) Staffing levels required, planned and actual.
- (c) Using a template to be provided by the Customer.

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- 5.8.1.5 Mailing Report.
- (a) Daily tracker of performance for each day in the month, against non-mail Service Level Performance Criteria. Used to forecast month-end performance and contribute to monthly service report. Format in an Excel spreadsheet, updated daily, issued monthly.
- 5.9 Governance meetings.
- 5.9.1 The Supplier shall attend governance meetings as required by the Customer which shall include the following:
- 5.9.1.1 Monthly Service Review face to face as required by the Customer.
- 5.9.1.2 Weekly Progress Meetings by tele/video conference as required by the Customer.
- 5.9.1.3 Quarterly Business Review (as may be required by the Customer). The Customer will inform the Supplier when this report is required.
- 5.9.2 Meetings for the transition period will be defined separately as part of the transition plan.

6. THE REQUIREMENT

- 6.1 TAL general.
- 6.1.1 All calls received on the Telephone Lines during the Opening Times shall be processed by the Supplier.
- 6.1.2 The Supplier shall provide call handling, supervisory and management staff to ensure the delivery of the Service to the standards required, including operating forecasting, scheduling and resource allocation processes to ensure sufficient staff are allocated to meet demand, and operate personnel management processes to ensure adherence to the scheduling required to meet forecast demand.
- 6.1.3 The Supplier shall deliver an administrative and information service only, it must not provide a Service that could be construed in any way as providing advice or personal views and must design and implement process controls that will maintain the administrative nature of the Service during the Contract.

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- 6.1.4 The Supplier shall maintain issue and risk registers including but not limited to any impacts on service delivery and reputation. The Supplier shall ensure that for each risk or issue identified, impacts are fully understood and mitigating actions are proposed, and are shared with and approved by the Customer within one day for performance affecting issues and risks and one week for others.
- 6.1.5 The Supplier shall ensure actions to mitigate risks and issue are implemented within timescales agreed on a case by case basis.
- 6.1.6 The Supplier shall ensure that the Service is capable of supporting variants of services and processes, in a timely and efficient manner, which are introduced through the change control mechanisms.
- 6.1.7 The Supplier shall ensure that the Service is capable throughout the Contract Period of processing the forecasted call demand presented to it during any period of the day, meeting the required Service Levels.
- 6.1.8 The Supplier shall establish effective change management processes within its operations to enable changes to the scope and scale of services, technology, policy etc to be implemented on the request of the Customer.
- 6.1.9 The Supplier shall establish effective Service management processes to enable the Customer to supervise it, co-ordinate its performance and implement any changes that may be required.
- 6.1.10 The Supplier shall establish its own capacity management process for people and infrastructure and be responsible for managing capacity upwards and downwards as demand changes over time.

6.2 TAL call handling.

- 6.2.1 The Supplier shall operate processes and controls to ensure that the Telephone Lines are open for receipt of calls by Call Handlers during the Opening Times each day.
- 6.2.2 The Supplier shall ensure that any calls made to the Telephone Lines within the Opening Times are delivered to Call Handlers (including where a call is queued such that it is no longer within the Opening Times).
- 6.2.3 The Supplier shall ensure than any calls in progress with a Call Handler that are received during the Opening Times are fully concluded in accordance with the Call Guidelines, including where such call continues outside the Opening Times.

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- 6.2.4 The Supplier shall ensure that when the Telephone Lines are closed a message will be played to callers advising them of the Opening Times of the Service, and reminding them that they can also book online at the following link: www.nhs.uk/referrals.
- 6.2.5 In delivering the Service, the Supplier shall provide to Callers (whose identities are successfully verified) information on the choices available, and book appointments for the chosen option, dealing with any exceptions in line with Call Handling Guidelines.
- 6.2.6 The Supplier shall provide the Service (as described in this Statement of Requirements) to callers that call via the Telephone Lines or that are transferred to the Service, and correctly identify and verify the caller using the Call Handling Guidelines.
- 6.2.7 The Supplier shall provide the Service (as described in this Statement of Requirements) to healthcare professionals that choose not to call their dedicated access number, but who call and correctly identify and verify the caller using the prescribed processes.
- 6.2.8 The Supplier shall, for each call, use the e-RS system to verify the Caller's identity using unique booking reference numbers and passwords, obtain and provide information on choice options, and make appointments based on the Caller's selection.
- 6.2.9 The Supplier shall answer each call received and apply the correct procedure for each transaction types detailed in the Call Guidelines at Annex 2.
- 6.2.10 The Supplier shall answer, interact and deliver an output for each call from Callers and healthcare professionals received, including calls that may arise from time to time for which there is no scripted response or clear process or Call Handling Guidelines.
- 6.2.11 The Supplier shall on receipt of a call from a Caller or healthcare professional:
- 6.2.11.1 wishing to make a booking, but not requiring information on the choice options available, make the requested booking (or ensure the patient details are passed to the chosen provider in order for a booking to be made);
- 6.2.11.2 calling to make a booking, and asking for information on some or all of choice options available to the Caller, provide information on the choices available to the Caller, and make any requested booking (or ensure the patient details are passed to the chosen provider in order for a booking to be made);

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- 6.2.11.3 requesting a booking at a facility that cannot be booked directly via the e-RS system (indirect booking), provide the Caller with the relevant information, and direct the Caller to phone the facility directly to make any appointment;
- 6.2.11.4 requesting both a booking at a facility which cannot be booked via the e-RS system and requiring information, the Caller is provided with information on choice options and is directed to phone the facility directly to make any appointment;
- 6.2.11.5 requesting cancellation, cancel the appointment;
- 6.2.11.6 requesting a change to an existing appointment, cancel the original appointment, provide choice information and make any new appointment requested by the Caller;
- 6.2.11.7 making an inquiry on the booking status about an existing appointment, provide the Caller with such information; and
- 6.2.11.8 who has tried to make a booking by other channels or whose booking cannot be completed due to technical or process problem, note the details of the Caller and the situation, and resolve the situation using the Customer's policy in force at the time.
- 6.2.12 Unless agreed otherwise by the Customer in writing the Supplier shall not use:
- 6.2.12.1 Additional voice recording in respect of any calls other than that specified in this Statement of Requirements; or
- 6.2.12.2 computer screen capture; or
- 6.2.12.3 recording in respect of the Call Handlers' use of the Customer's System.
- 6.2.13 The Supplier shall improve and protect the Caller's experience by developing and maintaining a process for capturing and reporting issues that may arise from time to time and that become apparent through changes to calling patterns and types. It will provide qualitative and quantitative data to the Customer, to assist in resolving any underlying issues and assist in root cause analysis. Where the Supplier observes a pattern of unscripted calls, it shall proactively develop and agree a scripted response, collaborating with the Customer as required to obtain an agreed solution.

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- 6.2.14 The Supplier shall support the Customer's policies on equity of access to callers that are non-English speaking, by ensuring it supports all the languages spoken in England through access to a translation service, and upon receipt of a call from a non-English speaking caller, ensure that its staff will set up a three-way call to the Language Line interpreter service which will provide an appropriate interpreter. Call Handlers must not converse with Callers in any language other than English.
- 6.2.15 The Supplier shall ensure that in the case of a call from the Customer's chosen provider of interpreter services for hearing impaired people, that it processes those calls to the same standard as those which do not require an interpreter.
- 6.2.16 The Supplier shall handle calls in accordance with the Customer's confidentiality and any other relevant policies and procedures.
- 6.2.17 The Supplier shall ensure that each Call Handler has signed the confidentiality agreement contained at Annex 5 prior to being involved in the provision of the Services and/or receiving training in preparation for providing the Services.

6.3 TAL recruitment and training

- 6.3.1 The Supplier shall establish sufficient numbers of qualified call handling, supervisor and management staff to enable its operations to meet the agreed criteria of operational readiness testing and deliver within the Transition and Implementation Plan.
- 6.3.2 The Supplier shall develop, and deliver, a recruitment and training plan which shall be agreed with the Customer to support the growth and steady state phases anticipated during the operation of the Contract Period and ensure competent staff are in place to meet demand.
- 6.3.3 The Supplier shall ensure that its staff and management are aware of their responsibilities regarding use of applications and data to which they will have access, and the associated service credits.
- 6.3.4 The Supplier shall be required to provide details of a recruitment and training strategy, during both initiation of the Service and BAU activities including attrition backfill. The Supplier shall provide an adequate level of high quality BPSS-cleared and trained staff.
- 6.3.5 The Supplier shall ensure that all Call Handlers are appropriately quality assured and supervised in accordance with good industry practice. This shall include but shall not be limited to:

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- 6.3.5.1 ensuring that Call Handlers are trained and approved in delivering the requirement, including testing their ability by call listening (where appropriate) and quality monitoring; and
- 6.3.5.2 having sufficient numbers of team leaders in place proportionate to Call Handlers.
- 6.3.6 The Supplier shall ensure that all Call Handlers are sufficiently trained and aware of relevant legislation and required compliance with:
- 6.3.6.1 Safeguarding children.
- 6.3.6.2 Information Governance and Data Protection; and
- 6.3.6.3 Equality and diversity.
- 6.3.7 In addition, the Supplier shall provide training to Call Handlers to support the delivery of the Services covering, but not limited to:
- 6.3.7.1 Desktop training.
- 6.3.7.2 Data protection training.
- 6.3.7.3 Customer/The Supplier Background training.
- 6.3.7.4 Service training.
- 6.3.7.5 Customer handling skills; and
- 6.3.7.6 Compliance to relevant policies on race, sex, age and disability discrimination and any other related codes of conduct.
- 6.4 TAL monitoring and forecasting
- 6.4.1 The Supplier shall maintain during the Contract an accurate estimated time series for each transaction types of volumes of calls received, their durations and outcomes. The Supplier shall implement a method that will obtain estimates for each transaction types of volumes of calls received, the duration of each call and the outcome. For example, for all calls or for a relevant periodic sample, record the transaction type, caller type and outcome) and make this information available.
- 6.4.2 The Supplier shall measure and maintain a continual time series on the number of:

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- 6.4.2.1 "Calls offered to service", defined as the number of times signalling from public telephony networks informs the Supplier's systems that a Caller is attempting to make a connection.
- 6.4.2.2 "Calls accepted", defined as the number of calls where the Supplier's systems signal to public telecommunications networks to apply ringing tone to the Caller or signal to confirm the call has been answered either by a Call Handler or by the IVR system.
- 6.4.2.3 "Calls Abandoned", defined as those "Calls accepted" where the Caller "hangs up" before receiving service from a member of staff.
- 6.4.2.4 "Calls Answered", defined as those "Calls accepted" where the Caller receives service from a Call Handling.
- 6.4.2.5 The "Time to answer" (Answer waiting time), defined as the elapsed time between a Caller completing an IVR transaction or listening to a mandatory message and being offered to the Supplier's systems and the call being put through to a member of staff to receive service, for each call answered, and have these measurements available for use in reporting.
- 6.4.2.6 The number of "Calls answered within threshold", defined as the number of Calls Answered that have a Time to answer equal to or less than 5, 10, 20, 30, 45, 60, 90,120 and greater than 120 seconds or other threshold specified, and maintain a continual time series of this distribution for use in reporting.
- 6.4.2.7 The number of "Calls abandoned", defined as the number of calls where a Caller hangs up after hearing the mandatory greeting, and prior to being answered by a Call Handler, and calculate the percentage calls offered to that skill set that are so abandoned.
- 6.4.2.8 The number of "Calls terminating in engaged tone", defined as those calls that result in the telephone network applying a busy signal to the Caller, and calculate the percentage of calls offered that are terminated in engaged tone.
- 6.4.2.9 The number of "Calls resulting in escalation to superiors or complaints".
- 6.4.2.10 The number of "Calls resulting in transfers within or outside the Supplier" and calculate the percentage of calls offered that result in transfers.
- 6.4.3 The Supplier shall ensure that the Service is capable of changing its Call Handler work position capacity, facilities and Technology, and its human resources capacity efficiently and effectively to adapt to both medium term and day-to-day operational fluctuations or trends in demand.

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- 6.4.4 The Supplier shall develop and maintain continually throughout the Contract a detailed Rolling Activity Plan of forecast service demand (i.e. call volumes) for each capacity requirement schedule for at least six weeks in advance, and a rolling forecast of peak demand for capacity planning purposes, for a year in advance.
- 6.4.5 The Supplier shall convert its forecasts of demand into a capacity requirement schedule and maintain and share the forecasts and schedule with the Customer at both weekly and monthly meetings.
- 6.4.6 The Supplier shall ensure and demonstrate on a monthly basis to the Customer that any risks of excess, or insufficient capacity, within its Service are either negligible or have been mitigated by its capacity management processes.
- 6.4.7 The Supplier shall ensure sufficient resources are in place to meet demand at the required Service Levels at any time during the Contract by using its forecasts to make appropriate decisions on recruitment, training, scheduling, and deployment of staff.
- 6.4.8 The Supplier shall, using the forecast information and any other relevant experience from delivering the Services, suggest improvements to the delivery of the Services for the Customer's consideration.
- 6.5 TAL Caller satisfaction and complaints.
- 6.5.1 The Supplier shall process any complaint calls that it receives in accordance with the Customer's policies and procedures and at all times in accordance with the Complaints Handling Guidelines (provided in Annex 6).
- 6.5.2 The Supplier shall support any efforts led by the Customer to analyse and resolve complaints by providing upon request to the Customer or its delegate access to any call recordings, notes emails, or correspondence, personnel and personnel record that may be of use in handling a complaint case.
- 6.5.3 The Supplier shall ensure that at the end of each call with a Call Handler, Callers are offered a digital survey in which they are asked to respond to a set of questions as defined by the Customer ("Patient Satisfaction Survey").
- 6.5.4 The Supplier shall issue the results of the Patient Satisfaction Survey to the Customer monthly as part of the Monthly Service Report.
- 6.6 TAL Data storage.

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- 6.6.1 The Supplier shall always vigorously maintain Caller confidentiality through the development of appropriate processes, a disciplinary code, and conditions of employment. Building, implementing, and maintaining these processes, procedures throughout the Contract or for however long it has access to such data, whichever is greater.
- 6.6.2 The Supplier shall ensure that its use of data collected from Callers is only used to the benefit of Callers, and not for commercial gain or in any way could give rise for grounds for complaints. For example it is acceptable to use recordings of calls to train or coach staff to provide a better Caller experience or resolve complaints, however it is not acceptable to use it for coaching to improve efficiency unless that happens to be a side effect of the coaching.
- 6.6.3 The Supplier shall not be required to retain call records for longer than twelve months but may elect to retain records for a longer period subject to storage capacity.
- 6.6.4 The Supplier shall maintain auditable records of the work that it performs, including volumes of calls processed, Service Level measurements and Service Level assessments.

6.7 Mailing.

- 6.7.1 The e-RS system automatically produces extract files on a daily basis for mailing. The Supplier shall obtain these on a daily basis (Monday to Friday, excluding English Public Holidays), create letters by merging with the appropriate letter template produced by the Customer and send for mailing within two (2) working days of the extract file being created by the e-RS system (each letter sent being a "Mailing").
- 6.7.2 The Supplier shall ensure Mailings are released in an orderly schedule to meet SLA requirements.
- 6.7.3 The Supplier shall detect any qualitative and practical issues with the operation of the mailing process, for example due to letters being sent to inappropriate people, addresses etc. The Supplier shall bring forward any proposals to improve the process through mailing management techniques such as mail streaming.
- 6.7.4 The Supplier shall provide a Service enabling the return of Mailings sent to incorrect addresses to a return address and report usage volumes of such service to the Customer. Returned Mailings are to be securely destroyed by the Supplier and unopened.

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- 6.7.5 The Supplier shall ensure that Mailings are sent by 2nd class mail (or equivalent). The Supplier shall use single sided printing in black and white, on A4 sized paper and use paper quality 80gsm.
- 6.7.6 The Supplier shall ensure that all Mailings are able to be produced in the following (as dictated by the extract file):
- 6.7.6.1 Braille in English language only
- 6.7.6.2 Standard and Large print in each of the following languages:
- 6.7.6.3 English
- 6.7.6.4 Albanian
- 6.7.6.5 Arabic
- 6.7.6.6 Bengali
- 6.7.6.7 French
- 6.7.6.8 Greek
- 6.7.6.9 Gujarati
- 6.7.6.10 Hindi
- 6.7.6.11 Hungarian
- 6.7.6.12 Italian
- 6.7.6.13 Kurdish Sorani
- 6.7.6.14 Lithuanian
- 6.7.6.15 Persian (Farsi)
- 6.7.6.16 Polish
- 6.7.6.17 Portuguese
- 6.7.6.18 Punjabi
- 6.7.6.19 Romanian
- 6.7.6.20 Russian

6.7.6.21 Slovak

6.7.6.22 Somali

- 6. Spanish7. Tamil
- 8. Turkish
- 9. Urdu

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6.8 Management information.

- 6.8.1 The Supplier shall present its operational and SLAs report to the Customer once a month, with the report including performance against targets, forecasts of calls and resources for the following month, proposals for change requests, progress on authorized change requests and any issues requiring resolution.
- 6.8.2 The Supplier shall ensure that management information and/or reports relating to call volumes include all calls made by health care professionals and Callers to the Telephone Lines and not just calls delivered to the Supplier's telephony system.
- 6.8.3 The Supplier shall provide access permissions for the Customer's users to obtain formatted reports (as required by the Customer) from the Supplier's telephony system.
- 6.8.4 The Supplier agrees that in the event of any reasonable doubts, concerns, or disputes over the accuracy of how transactions have been recorded by business as usual (BAU) processes, the results from an independent audit shall have precedence over any information provided by the Supplier.
- 6.8.5 The Supplier shall also measure and report within the monthly report.
- 6.8.5.1 The "number of occasions where standard processes and dialogue has not been used", by using BAU call monitoring on a sample of calls and reporting results.
- 6.8.5.2 The proportion of calls offered where language accessibility support is needed and the proportion of calls receiving and not receiving such support.
- 6.8.5.3 The number of calls that cannot be serviced by the Service and require another part of the Customer and the number successfully redirected.
- 6.8.6 The Supplier shall operate to a monthly cycle for reports and invoices for Services rendered preparing a report on Service levels and auditable calculation of performance metrics for use in determining performance factors.

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6.9 Governance meetings.

- 6.9.1 The Supplier will, at a minimum, participate in meetings with the Customer once every month to plan and co-ordinate operations, review Service issues and improvement opportunities, changes and other matters required for a seamless caller experience to be delivered.
- 6.9.2 The Supplier will agree to make personnel available to meet with the Customer or its delegates upon any reasonable request and aim to comply with these requests on a timely basis.
- 6.9.3 The Supplier will attend a monthly meeting with the Customer with a consistent agenda covering performance in the last month, progress against Service issues that have previously been identified, changes that need to be made, and decisions required. The meeting agenda will satisfy the Customer each month on the following key questions:
- 6.9.3.1 Is the Caller experience satisfactory?
- 6.9.3.2 Are Service Levels being met?
- 6.9.3.3 Are changes required to maintain performance or optimize cost?
- 6.9.3.4 Should this invoice be paid?
- 6.9.3.5 Are the Services continually improving?
- 6.9.3.6 Are the Services aligned to policy over the short and medium term?
- 6.9.3.7 Are business continuity and disaster recovery plans up to date and actionable?

6.10 Technology Requirements.

- 6.10.1 The Supplier shall establish infrastructure on a sufficient basis and scale to meet the anticipated demand profile and fund investments required in a way that does not require the Customer to pay capital or one-off revenue costs, demonstrating to the Customer through operational readiness testing and site visits that it has sufficient capacity in place to meet the forecasts.
- 6.10.2 The Supplier shall ensure its people have appropriate access to the Customer's systems by ensuring effective use of the processes in place to authorize access to the Customer's systems and interface to the organization nominated by the Customer for such purposes.

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- 6.10.3 The Supplier shall provide a telecommunication system to distribute calls efficiently to its Call Handlers, capture real time and historic data on performance, and deliver availability characteristics ("uptime") that enables Service Levels to be achieved.
- 6.10.4 The Supplier shall put in place processes and systems to record all calls, use them to coach staff and assess quality, and provide a secure archive for audit purposes.
- 6.10.5 The Supplier shall record all calls; must be able to obtain access to and use the call records that are less than three months old, for operational purposes, within 24 hours of need.
- 6.10.6 The Supplier shall be able to obtain access to and use the records that are less than twelve months old, for operational purposes, call recordings must be available for use within 72 hours of a request to access.
- 6.10.7 The Supplier shall not send signals to public telecommunication network to cause callers to receive an engaged tone (back busying) unless the Customer's permission has been granted to use this demand management mechanism.
- 6.10.7.1 The Supplier shall ensure the Service Level impact of such occurrences are clearly reported to the Customer during the monthly reporting cycle.
- 6.10.8 The Supplier shall provide its staff with access to the e-RS booking system and intranet-based support tools to enable effective Service delivery, using computers that comply with 6.18.8.1 in place for the Customer,
- 6.10.8.1 Computers will have the capability of reading smart cards, either via a keyboard swipe or using a USB attached peripheral reader and running an associated application.
- 6.10.9 The Supplier shall implement a process to capture suggestions for improvement to the application, understand the impact of any new releases of the e-RS system upon its Services and operations, and where appropriate participate in the testing of new releases and liaise with the Customer. In the case of new releases of the application requiring changes to the technology infrastructure, suitable change controls will be raised to enable the changes to be implemented.
- 6.10.10 The Supplier shall assess peak transaction volumes, and design and implement its technology to deliver a response time consistent with a good Caller experience.

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- 6.10.11 The Supplier shall protect its sites from total loss of Service and confirm it has done so during operational readiness testing.
- 6.10.12 The Supplier shall protect its sites from total loss of voice Service by providing full resilience and full Business Continuity and Disaster Recovery planning.
- 6.10.13 The Supplier shall provide secure internet or HSCN connections from its technology to the NHS e-RS service.
- 6.10.14 The Supplier shall implement a local area network (LAN) that provides resilient Service, such that the impact of a single failure on the LAN is minimised. Transit times between the router and desktop for incoming and outgoing IP packets should be such that end-to-end response time is dominated by the performance of the e-RS Application.
- 6.10.15 The Supplier shall ensure that it is able to receive calls pre-routed in public telecoms networks between its sites and the Customer's sites.
- 6.10.16 The Supplier shall interconnect its ACD system to the 0345-telecommunication service. Supplier to provide performance information to enable the 0345 telecommunications service to apply such data in its call routing algorithms and implement this requirement by liaising with the Customer to make the necessary preparations. If the Supplier's Services are to be operated from more than one site, it will participate in any detailed design of the call routing plan required to deliver calls to its sites.
- 6.10.17 The Supplier shall develop as part of the Transition and Implementation Plan with the Customer and agree call routing plans for business continuity and disaster recovery scenarios and to cover its opening hours.
- 6.10.18 The Supplier shall use the Customers Service desk facility and integrate their use into its processes and complying with the associated procedures and policies.
- 6.10.19 The Supplier shall provide an internal help desk (during the Opening Times) to manage fulfilment of Call Handler requests for credentials (username, pass code/word and smart cards) and to provide first line support for its call handling, supervisory and management staff, enabling them to report faults and request changes. The help desk will perform a "triage" on faults and issues to determine if the reported problem is caused by user error on log in, faults on PCs, smartcard readers and the Supplier LAN, faults within the HSCN service or faults within the e-RS.

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- 6.10.20 The Supplier shall be responsible for the continuity of internet, HSCN (as applicable) and telephony services and the associated processes for changes and reporting faults on internet, HSCN (as applicable) and telephony interconnection services. The Customer shall not be liable for these services.
- 6.10.21 The Supplier shall use the customer Service desk facility provided by the Customer for managing and reporting faults on the e-RS system.
- 6.10.22 The Supplier shall maintain a log of the time a fault on any of these services is reported, the time it is resolved, and details of any fault references provided by the service supplier.
- 6.10.23 The Supplier shall provide a telephony platform that provides the following features:
- 6.10.23.1 Receives all calls made to the Telephone Lines.
- 6.10.23.2 Be capable of using call scripting and Interactive Voice Response messaging ("IVR Messaging"), as provided by the Customer, to route the caller to Call Handlers across the operational sites and an appropriate message for calls received outside of Opening Times.
- 6.10.23.3 All calls are encrypted, recorded, and stored for at least 12 months.
- 6.10.23.4 Individual call recordings must be retrievable, at the request of the Customer on the provision of a Caller reference number or a specific time and date of call.
- 6.10.24 The Supplier shall provide IVR Messaging that provides the following features and as dictated to the Supplier by the Customer:
- 6.10.24.1 The telephony system is required to play a recorded "welcome" message to callers, in English only, announcing the Service that they have called and that all calls are recorded.
- 6.10.24.2 Depending on real-time telephony performance, this message can be varied to indicate waiting times.
- 6.10.24.3 The Caller should be given strong advice to book online if they are able to, in order to reduce the number of calls answered by the TAL service.
- 6.10.24.4 The Caller should be given options to hear about how to find the user's password, data protection policy, and NHS Choices.
- 6.10.24.5 The Caller should be able to repeat the IVR options on demand.

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- 6.10.24.6 The Supplier is required to use voice recognition or keypad input for the Caller to be able to validate their identity via their Booking Reference Number or NHS Number, thereby reducing talk time with Call Handlers.
- 6.10.24.7 The Supplier shall report within the Monthly Report information detailing volumes of calls that have been presented with each of the variable messages, and the number and percentage of calls that have terminated after each message.
- 6.10.25 The Supplier is responsible for procuring a resilient internet or HSCN connection which shall be of sufficient capacity to meet its obligations under this Contract. There is an expectation that over time (timescale to be agreed with the Customer), the Supplier should move to an internet facing solution.
- 6.10.26 The Supplier must meet the requirements of the Customer's current, Warranted Environment Software (WES), which can be found at https://digital.nhs.uk/spine/technical-information-warranted-environment-specification.
- 6.10.27 The Supplier shall ensure that a TexBox facility (or equivalent textphone technology) is available to hearing-impaired Callers who dial the dedicated Telephone Line for this Service. Therefore, Callers who use a keyboard will be able to engage directly with a Call Handler.
- 6.10.28 The Supplier shall provide a facility to produce Smartcards, under an appropriate Registration Customer governance regime (this will be external assurance). Details can be found at https://digital.nhs.uk/Registration-Authorities-and-Smartcards.
- 6.10.29 The Supplier shall ensure that all technical issues relating to local hardware infrastructure and applications are managed through the Supplier's own helpdesk or support structure. Any issues affecting the Services which relate to the Customer System shall be reported by the Supplier to the Customer through the channels notified by the Customer to the Supplier upon award (as updated from time to time) as soon as reasonably practicable.

7. KEY MILESTONES

Potential Provider's should note the following project milestones:

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Should the Supplier fail to achieve operation service Go-Live by the contractual go-live date, the Supplier shall pay the sum of after this contractual go-live date. Go Live date refers to Full Go Live date when the Supplier will manage the service without support from the incumbent and will take all live patient calls (and progress them to booking) and manage all mailing activity.

1. TRANSITION AND IMPLEMENTATION PLAN

- 1.1 The Outline Transition and Implementation Plan shall be provided by Potential Providers.
- 1.2 All changes to the Outline Transition and Implementation Plan shall be subject to the Variation Procedure provided that the Supplier shall not attempt to postpone any of the Milestones using the Variation Procedure or otherwise.
- 1.3 APPROVAL OF THE DETAILED TRANSITION AND IMPLEMENTATION PLAN
- 1.3.1 The Supplier shall submit a final draft of the Detailed Transition and Implementation Plan to the Customer for approval within 30 Working Days of the Contract Commencement Date.
- 1.3.2 The Supplier shall ensure that the final draft Detailed Transition and Implementation Plan:
- 1.3.2.1 incorporates all of the Milestones and Milestone Dates set out in the Outline Transition and Implementation Plan.
- 1.3.2.2 includes (as a minimum) the Supplier's proposed timescales in respect of the following for each of the Milestones:
- (a) the completion of each design document.
- (b) the completion of the build phase.
- (c) the completion of any Testing to be undertaken in accordance with the Terms and Conditions (Appendix C); and
- (d) recruitment, training, and roll-out activities.
- 1.3.2.3 clearly outlines all the steps required to implement the Milestones to be achieved in conformity with the Customer Requirements.
- 1.3.2.4 clearly outlines the required roles and responsibilities of both parties, including staffing requirements; and
- 1.3.2.5 is produced using a software tool as specified, or agreed by, the Customer.

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- 1.3.3 Prior to the submission of the final draft Detailed Transition and Implementation Plan to the Customer in accordance with paragraph 8.3.1, the Customer shall have the right:
- 1.3.3.1 to review any documentation produced by the Supplier in relation to the development of the Detailed Transition and Implementation Plan, including:
- (a) details of the Supplier's intended approach to the Detailed Transition and Implementation Plan and its development.
- (b) copies of any drafts of the Detailed Transition and Implementation Plan produced by the Supplier; and
- (c) any other work in progress in relation to the Detailed Transition and Implementation Plan; and
- 1.3.3.2 to require the Supplier to include any reasonable changes or provisions in the Detailed Transition and Implementation Plan.
- 1.3.4 Following receipt of the final draft Detailed Transition and Implementation Plan from the Supplier, the Customer shall:
- 1.3.4.1 review and comment on the draft Detailed Transition and Implementation Plan as soon as reasonably practicable; and
- 1.3.4.2 notify the Supplier in writing that it approves or rejects the final draft Detailed Transition and Implementation Plan no later than 20 Working Days after the date on which the final draft Detailed Transition and Implementation Plan is first delivered to the Customer.
- 1.3.5 If the Customer rejects the final draft Detailed Transition and Implementation Plan:
- 1.3.5.1 the Customer shall inform the Supplier in writing of its reasons for its rejection; and
- 1.3.5.2 the Supplier shall then revise the final draft Detailed Transition and Implementation Plan (taking reasonable account of the Customer's comments) and shall re-submit a revised final draft Detailed Transition and Implementation Plan to the Customer for the Customer's approval within 10 Working Days of the date of the Customer's notice of rejection. The provisions of paragraph 8.3.4 and this paragraph 8.3.5 shall apply again to any resubmitted draft Detailed Transition and Implementation Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
- 1.3.6 If the Customer approves the final draft Detailed Transition and Implementation Plan, it shall replace the Outline Transition and Implementation Plan from the date of the Customer's notice of approval.

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2. CUSTOMER'S RESPONSIBILITIES

2.1 To ensure the successful delivery of the Contract, the Customer will make reasonable endeavours to provide a point of contact for information.

3. VOLUMES

- 3.1 Historic call volume information is set out in Annex 3, please note this for information only and is non-contractual nor a volume commitment. This is provided for illustration only and is not a representation or a commitment by the Customer of any future volumes.
- 3.2 Historic mailing volumes are also attached in Annex 1. These are provided for information only and are non-contractual nor a volume commitment.

4. CONTINUOUS IMPROVEMENT

- 4.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 4.2 The Supplier should present new ways of working to the Customer during quarterly Contract review meetings.
- 4.3 Changes to the way in which the Services are to be delivered must be brought to the Customer's attention and agreed prior to any changes being implemented.

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5. QUALITY

- 5.1 The Supplier shall establish sufficient numbers of qualified call handling, supervisor and management staff to enable its operations to meet the criteria of operational readiness testing and deliver against the Implementation Plan.
- 5.2 The Supplier's Process' shall adhere to the following standards:
- 5.2.1 ISO 9000; ISO 9001: 2015 Quality Management.
- 5.2.2 DSP Toolkit (as detailed in https://www.dsptoolkit.nhs.uk/);BS ISO 22301:2012 Societal security Business Continuity management systems Requirements;
- 5.2.3 BS ISO 27001: 2005 Information and Data Security.
- 5.2.4 BS ISO/IEC 27002:2013 Information technology Security techniques Code of practice for information security controls.
- 5.2.5 Compliance with the NHS Health and Social Care Information Centre site Health and Safety and Access processes and procedures.
- 5.2.6 British HMG Infosec Standard 5, Baseline Standard.
- 5.2.7 British HMG Infosec Standard 5, Enhanced Standard.
- 5.2.8 '10 Steps to Cyber Security' guidance. https://www.ncsc.gov.uk/guidance/10-steps-cyber-security; and
- 5.3 Other standards and requirements may be agreed between the Customer to the Supplier (including successor standards and requirements).

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6. PRICE

- 6.1 Bidders are required to provide prices to deliver the requirements in accordance with the SLAs detailed in Section 17 and in conjunction with the requirements mentioned in the commercial envelope.
- 6.2 Pricing shall be inclusive of all expenses and exclusive of VAT.
- 6.3 The Supplier will be entitled to a price review of call handling charges in the final year of the contract term only and any change will be in line with the latest CPI rate published at that time and with the agreement of the Customer. Price changes will not be permitted before the final year.
- 6.4 The Supplier will be entitled to review mailing charges annually on the date of Royal Mail's annual business mail price increases, and any charges will be on the basis of these being a pass-through cost (relating to second class mailing).

7. STAFF AND CUSTOMER SERVICE

- 7.1 The Customer requires the Potential Provider to provide a sufficient level of resource throughout the duration of the Telephone Appointment Contract in order to consistently deliver a quality Service to all Parties.
- 7.2 Potential Provider's staff assigned to the Telephone Appointment Line Contract shall have the relevant qualifications and experience to deliver the Contract.
- 7.3 The Potential Provider shall ensure that staff understand the Customer's vision and objectives and will provide excellent customer Service to the Customer throughout the duration of the Contract.
- 7.4 If home working staff are to be used, the Supplier shall demonstrate how they are to be trained, monitored, and supported in order to maintain the required service levels.

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8. GOVERNANCE MEETINGS AND REVIEWS

8.1 Monthly Performance

- 8.1.1 Monthly Business Review meetings shall be held monthly, by the 10th working day of each month. These shall usually be attended in person and held at the premises of the Customer or the Supplier (by agreement), but on occasion may be conducted by means of a conference call.
- 8.1.2 The remit of the Monthly Business Review shall be:
- 8.1.2.1 for the Supplier to report on operational performance against Service Level Performance Criteria during the previous monthly period, as detailed in the Monthly Service Report and supported by the Performance Tracker.
- 8.1.2.2 Performance to be formally reviewed by the Customer.
- 8.1.2.3 Identification and reporting of Remediation activities as required.
- 8.1.2.4 Monitoring and agreeing forecasts for workload activity, including inbound calls and whitemail volumes.
- 8.1.2.5 Receipt of feedback, including escalation of issues into the NHS e-RS Programme Delivery Board regarding commercial delivery and financial management.
- 8.1.2.6 Monitor delivery of NHS e-RS in line with wider government procurement strategy and Government Digital Service.
- 8.1.2.7 Presentation and discussion of any other activities
- 8.1.2.8 Review and update of previous actions, and addition of new actions
- 8.1.3 The Monthly Business Review meetings shall be attended by the Customer's representatives for the NHS e-RS Programme, Service Management, Commercial Management and Finance, with equivalent Supplier Representatives as appropriate.
- 8.2 Weekly Performance
- 8.2.1 Weekly Performance meetings will be held weekly on Wednesday by means of a conference call.
- 8.2.2 The remit of the Weekly Performance meetings shall be for the Supplier to present performance in the month to date, as evidenced by the Performance Tracker, predict monthly performance against SLAs, and identify actions required to prevent any Service Level Failure. Any Remediation activities in progress should also be presented.
- 8.2.3 The Weekly Performance meetings shall be attended by operational representatives of the Customer and Supplier.

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- 8.3 Ad hoc
- 8.3.1 Ad hoc meetings will be held as required at the request of the Customer to address any other issues arising.
- 8.3.2 Ad hoc meetings shall be attended by appropriate representatives of the Customer and Supplier as determined by the subject matter.

1. SERVICE LEVELS

- 1.1 The Customer will measure the quality of the Supplier's delivery by the Service Levels below.
- 1.2 The Supplier shall provide a Contract Manager to ensure that all Service Levels are achieved to the highest standard throughout, respectively, the Contract Period.
- 1.3 The Supplier shall provide a managed Service through the provision of a dedicated Contract manager where required on matters relating to:
 - 1.3.1 Supply performance.
 - 1.3.2 Quality of Services.
 - 1.3.3 Customer support.
 - 1.3.4 Complaints handling; and
 - 1.3.5 Accurate and timely invoices.
 - 1.4 The Supplier accepts and acknowledges that failure to meet the Service Level Performance Measures set out in table 17.18 below shall result in Service Credits being issued to the Customer.
 - 1.5 The objectives of the Service Levels and Service Credits are to:
 - 1.5.1 ensure that the Services are of a consistently high quality and meet the requirements of the Customer.
 - 1.5.2 provide a mechanism whereby the Customer can attain meaningful recognition of inconvenience and/or loss resulting from the Suppliers failure to deliver the level of Service for which it has contracted to deliver; and
 - 1.5.3 incentivise the Supplier to comply with and to expeditiously remedy any failure to comply with the Service Levels.
 - 1.6 The Supplier shall monitor its performance of delivering the Contract by reference to the relevant performance criteria for achieving the Service Levels shown in section 17.18 and include this within the Monthly Report detailing the level of Service achieved.

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- 1.7 The Supplier shall, at all times, provide the Services in such a manner that the Service Levels performance measures in the SLA table below are achieved.
- 1.8 If the level of performance of the Supplier of any element of the provision by it of the Services during the Contract Period:
 - 1.8.1 is likely to or fails to meet any Service Level Performance Measure or
 - 1.8.2 is likely to cause or causes a Critical Service Failure to occur,
- 1.9 The Supplier shall immediately notify the Customer in writing and the Customer, in its absolute discretion and without prejudice to any other of its rights howsoever arising, may:
 - 1.9.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Customer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring; and
 - 1.9.2 if the action taken under paragraph 17.9.1 above has not already prevented or remedied the Service Level Failure or Critical Service Level Failure, the Customer shall be entitled to instruct the Supplier to comply with the Rectification Plan Process; or
 - 1.9.3 if a Service Level Failure has occurred, deduct from the Contract Charges the applicable Service Level Credits payable by the Supplier to the Customer, or if a Critical Service Level Failure has occurred, exercise its right to compensation for Critical Service Level Failure.
 - 1.9.4 When the Supplier is required to develop a Rectification Plan it is to be delivered to the Customer within 5 working days, and should contain the following information as a minimum. The cause and impact, if known, of the performance failure the steps that the Supplier has taken and intends to take to rectify the situation including the following steps that will be taken to ensure the performance failure will not re-occur:
 - 1.9.4.1 the time that it will take to fully implement the plan.
 - 1.9.4.2 the reporting frequency of progress against the plan
 - 1.9.4.3 the person responsible implementing the plan.
- 1.10 The Supplier shall be deemed to be "operating under a Rectification Plan" until the Customer accepts that it has been fully implemented and that stable and acceptable performance has been delivered.
- 1.11 The Supplier shall be deemed to be "operating under a Rectification Plan" until the Customer accepts that it has been fully implemented and that stable and acceptable performance has been delivered.
- 1.12 Approval and implementation by the Customer of any Rectification Plan shall not relieve the Supplier of any continuing responsibility to achieve the Service Levels, or

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remedy any failure to do so, and no estoppels or waiver shall arise from any such approval and/or implementation by the Customer.

- 1.13 Section 17.18 sets out the formula used to calculate a Service Credit payable to the Customer as a result of a Service Level Failure in a given Service period which, for the purpose of this, shall be a recurrent period of one Month during the Contract Period.
- 1.14 Section 17.18 includes details of each Service Credit available to each Service Level Performance Criterion if the applicable Service Level Performance Measure is not met by the Supplier.
- 1.15 The Customer shall use the Monthly Report supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each relevant Service Period.
- 1.16 Service Credits are a reduction of the amounts payable in respect of the Services and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in Section 17.18.
- 1.17 The Supplier confirms that it has modelled the Service Credits and has taken them into account in setting the level of the Contract Charges. Both Parties agree that the Service Credits are a reasonable method of price adjustment to reflect poor performance.

1.18 SLA Table.



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1.19 DEFINITIONS

- 1.19.1 A "Service Incident" is a reported occurrence of a failure to deliver any part of the Services in accordance with the relevant Customer's Statement of Requirements or the Service Levels.
- 1.19.2 "Fix Time" of a Service Incident is the period from the time that the Service Incident has been reported to the Supplier or that the Supplier becomes aware of by any other method, or the time at which the Supplier could reasonably have been expected to have identified the Service Incident; to the point of its Resolution and "Resolution" means in relation to a Service Incident either:
 - 1.19.2.1 the underlying reason for the occurrence of the Service Incident has been removed and the Services are being provided in accordance with the Customer's Statement of Requirements and Service Levels; or
 - 1.19.2.2 the Customer has been provided with a workaround in relation to the Service Incident, and the workaround has been accepted by the Customer.
- 1.19.3 For the avoidance of doubt, where the Supplier was notified of a Service Incident via email or via their web-portal, the Supplier shall be deemed to have been notified of the Service Incident from the point the email or web-portal submission was received by the Supplier's help desk mailbox or web-portal tool, and the not the point at which the Supplier logs the Service Incident or responds to the submission.
- 1.19.4 Fix Times for all Service Incidents shall be measured in Opening Hours.
- 1.19.5 The Supplier shall measure Fix Times as part of its service management responsibilities and report periodically to the on-Fix Times as part of the Monthly Service Report.

1.20 SLA 1 - HIGH SEVERITY SERVICE INCIDENT

1.20.1 A "High Severity Service Incident" is a Service Incident which, in the reasonable opinion of the Customer has the potential to:

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- 1.20.1.1 have a major adverse impact on the delivery of the Service but does not result in a Total Service Failure; and/or
- 1.20.1.2 cause a disruption to the Customer which is more than trivial but less severe than the disruption described in the definition of a Total Service Failure.
- 1.20.2 Non-exhaustive examples of a High Severity Service Incident are:
 - 1.20.2.1 some of the telephone lines in a Site are unavailable resulting in some Calls not being Answered; or
 - 1.20.2.2 a security threat which exposes as risk sensitive information of the Customer or its patients; or
 - 1.20.2.3 a loss of power to a site causing failure of the Services; or
 - 1.20.2.4 denial of access to a site (i.e security incident).
 - 1.20.2.5 Measurement of SLA 1 will be the Fix Time of the High Severity Service Incident.

1.21 SLA 2 - COMPLETE SERVICE OUTAGE

- 1.21.1 A "Total Service Failure" is a Service Incident which in the reasonable opinion of the Customer:
 - 1.21.1.1 constitutes a loss of the Service which prevents any Calls from being Answered; and/or
 - 1.21.1.2 causes significant disruption to the Customer.
- 1.21.2 Non-exhaustive examples of a Total Service Failure are:
 - 1.21.2.1 a loss of power to a Site causing failure of the Services; or
 - 1.21.2.2 denial of access to all Sites.
- 1.21.3 Measurement of SLA2 shall be the Fix Time of the Total Service Failure.
- 1.22 SLA 3 CALLS ANSWERED WITHIN 45 SECONDS (MONTHLY AVERAGE)
 - 1.22.1 Measurement of SLA 3 shall be based on the number of Calls that are Answered within 45 seconds of being Offered as a percentage of total Calls that are Offered in the Service Period.
- 1.23 SLA 4 CALLS ANSWERED WITHIN 45 SECONDS (DAILY AVERAGE)
 - 1.23.1 Measurement of SLA 4 shall be based on the number of Calls that are Answered within 45 seconds of being Offered as a percentage of total Calls that are Offered in that Service Day. Where the percentage is less than 75.00% for one or more days in a Service Period, Service Credits shall accrue.

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1.24 SLA 5 - ABANDONMENT RATE

1.24.1 Measurement of SLA 5 shall be based on the number of Calls that are Abandoned as a percentage of total Calls that are Offered in the Service Period.

1.25 SLA 6 - COMPLAINTS

- 1.25.1 Measurement of SLA 6 shall be based on the number of Complaints as a percentage of total Calls that are Answered in the Service Period.
- 1.25.2 A "Complaint" is an expression of dissatisfaction that requires further action which cannot be dealt with whilst the Call is still in progress.

1.26 SLA 7 - Service availability

1.26.1 Measurement of SLA 7 will be based on the time the TAL Services are Available as a percentage of the total time in the Opening Hours in the Service Period.

1.27 SLA 7 - MAIL DISPATCHED WITHIN 2 WORKING DAYS OF FILE GENERATION

- 1.27.1 Measurement of SLA 7 shall be based on the number of letters that are dispatched to the appropriate recipient within two Working Days of the mailing file being produced by the NHS e-RS system in accordance with the Mailing Services as a percentage of the total number of letters produced in the Service Period.
- 1.28 The Service Credits shall be calculated on the following basis:
 - 1.28.1 Service performance against each Service Level Performance Criterion is assessed daily and an average performance is calculated across the Service Period.
 - 1.28.2 Service Level Threshold failure 1 when measured over the entire Service Period shall incur Service Credits on a sliding scale for that Service Level Performance Criterion as set out in the table above.
 - 1.28.3 Service Level Threshold failure 2 when measured over the entire Service Period shall incur Service Credits on a sliding scale for that Service Level Performance Criterion as set out in the table above.
 - 1.28.4 A Critical Service Level Failure shall be:
 - 1.28.4.1 as set out in the table above; or
 - 1.28.4.2 in the event performance against any Service Level Performance Criterion calculated across the Service Period is below the Service Level Threshold for five or more Service Periods in any rolling 12 Month period; or

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- 1.28.4.3 in the event performance against any Service Level Performance Criterion calculated on any day is below the Service Level Threshold for five or more days in any Service Period.
- 1.29 Without prejudice to any other rights and remedies of the Customer, where there are multiple Service Level Failures in a Service Period, then the total Service Credits that may be deducted against the Monthly Core Service Charge for that Service Period is capped at a level of:
 - of the total amount of the Monthly Core Service Charge where there are only Failure Level 1 failures in the relevant Service Period: or
 - 1.29.2 of the total amount of Monthly Core Service Charge where there are any Service Level Threshold failures in the relevant Service Period; or
 - 1.29.3 of the total amount of Monthly Core Service Charge where there are any Critical Service Failures in relation to KP1 or where there is a Total Service Failure.
- 1.30 Without prejudice to any of the other Customer's rights and remedies, where the Supplier has incurred either a Service Level Threshold failure or a Critical Service Failure the Customer may, at its discretion, request the Supplier to produce a Rectification Plan, such Rectification Plan shall contain the following information as a minimum:
 - 1.30.1 the cause and impact, if known, of the Service Level Threshold failure or a Critical Service Failure.
 - 1.30.2 the steps that the Supplier has taken and intends to take to rectify the situation.
 - 1.30.3 the steps that will be taken to ensure the Service Level Threshold failure or a Critical Service Failure will not re-occur.
 - 1.30.4 the name of the person who will be responsible for monitoring the effectiveness of the Correction Plan;
 - 1.30.5 the time that it will take to fully implement the plan; and
 - 1.30.6 any other information reasonably required by the Customer.
- 1.31 When daily Calls Offered exceeds daily forecast Calls Offered by above 10% then measurements against SLA 3, SLA 4 and SLA 5 shall not apply for that specific day.

2. PERFORMANCE MONITORING

- 2.1 This section provides the methodology for monitoring the provision of the Services:
 - 2.1.1 to ensure that the Supplier is complying with the Service Levels; and
 - 2.1.2 for identifying any failures to achieve Service Levels in the performance of the Supplier and/or provision of the Services.

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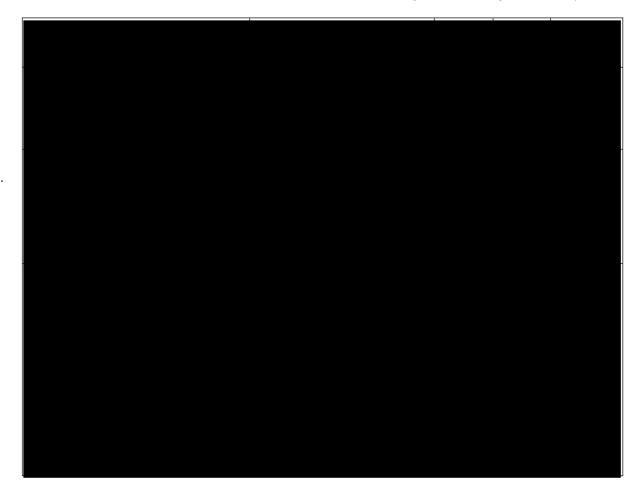
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- 2.2 Within twenty (20) Working Days of the Contract Commencement Date the Supplier shall provide the Customer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 2.3 The Supplier shall report all failures to achieve Service Levels and any Critical Service Level Failure to the Customer in accordance with the above.
- 2.4 The Supplier shall provide the Customer with Monthly Reports in accordance with the process and timescales agreed pursuant to paragraph above which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 2.4.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period.
 - 2.4.2 a summary of all failures to achieve Service Levels that occurred during that Service Period.
 - 2.4.3 any Critical Service Level Failures and details in relation thereto.
 - 2.4.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence.
 - 2.4.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 2.4.6 such other details as the Customer may reasonably require from time to time.
- 2.5 The Parties shall attend meetings to discuss Performance Monitoring Reports on a monthly basis (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the Supplier and the Customer of the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):
 - 2.5.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier.
 - 2.5.2 take place at such location and time (within normal business hours) as the Customer shall reasonably require unless otherwise agreed in advance.
 - 2.5.3 be attended by the Supplier's Representative and the Customer's Representative; and
 - 2.5.4 be fully minuted by the Supplier. The prepared minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Customer's Representative and any other recipients agreed at the relevant meeting. The minutes of the preceding month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Customer's Representative at each meeting.
- 2.6 The Customer shall be entitled to raise any additional questions and/or request any further information regarding any failure to achieve Service Levels.

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- 2.7 The Supplier shall provide to the Customer such supporting documentation as the Customer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.
- 2.8 In order to assess the level of performance of the Supplier, the Customer may undertake satisfaction surveys in respect of the Supplier's provision of the Services.
- 2.9 The Customer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Services which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.
- 2.10 All other suggestions for improvements to the provision of Services shall be dealt with as part of the continuous improvement programme.

ANNEX 1- TAL Clarifications from final version 6 of Clarification Log shared during the tender process.



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Call-Off Schedule 20 (Call-Off Specification)
Call-Off Ref:
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Call-Off Schedule 20 (Call-Off Specification)

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

Clarifications issued during the tendering period are included in Annex 1 of this Schedule. The full list of Clarifications are specified in the final version 6 of the responses issued during the tender process. Responses to clarification questions take precedence over the content of this schedule where there is a conflict.

1. SCOPE OF REQUIREMENT

To manage the front door to the support network across national digital channels, to answer digital queries such as how to use a product or resolve a demographics issue with a patient's account using a defined toolset and knowledge base, and to route complex issues to the correct team within NHS Digital. All tickets will be answered within set time periods, with the Zendesk platform prioritising tickets based on user input (such as adding clinical content).

For App, Website, Covid Pass Wayfinder and login, the requirement is digital only via Zendesk – these tickets will come via the web and SMS. For the NHS App, there will also be a requirement to respond to reviews for across Google Play, and Apple App stores – again, these will be handled via Zendesk (30 agents work over any 24-hour period). Zendesk is the tool of choice from NHS England to manage customer enquiries, this product will be licensed for you to use, but the supplier will need to manage the onboarding and offboarding of staff into the platform. As each license is charged per person per month, this task must be carried out monthly.

2. THE REQUIREMENT

- Across the NDCs, a number of webforms are in use across the services that the user is able to fill in and request support on, to seek information on or to be able to update information. These forms all point into one toolset (Zendesk, which will be supplied by NHS England) via a URL, which digests the requests and then depending on what the user has input, is able to weight the ticket and present these to an agent. We require the Supplier to be able to access Zendesk over the web by an agent, use the supplied knowledge base to resolve issues or triage user issues and pass these on to NHS Digital using pre-defined templates (macros within the supplied system). Agents will need to use judgement and training to read the ticket, find the correct resolution and then apply this to the ticket. Team leaders / SMEs within the supplier team will need to respond to clinical safety issues that are sent in or contact NHS England with security incidents.
- There is a need for an agent pool and a team leader / SME for each shift these
 team leaders will be the first port of call with agent enquiries, before NHS Digital is
 contacted. There will be a period of intense learning (around two weeks), for a core
 of SMEs / team leaders who will act as a secondary layer of agent, then core training

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Call-Off Schedule 20 (Call-Off Specification)
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will be given to the wider team at point of onboarding (around a week). A digital copy of the app will be given to the teams to use as a reference, with specific training for each channel. Zendesk will also be loaded with over 750 articles that will assist agents. The expectation is that the service will be run with Tier 1 agents split into agents and SMEs (usually team leaders) this will allow for in-depth training and product knowledge to given to smaller group, there will be training given to all, but the supplier will need to make available one SME per shift that will be able to triage complex cases, reducing the number of escalations that are made to the customer. The supplier should show how they would accommodate this for each shift.

- For the NDCs, there is a need to run the service 24/7 x 365 this covers early flights, late requests but is mainly to ensure that clinical safety incidents are picked up immediately. Full training will be given on how to process these, and it is expected that agents working overnight should have access to the supplier's employee assistance programme as there are distressing tickets that come through from the public.
- Supplier SMEs will be required to keep the knowledge base up to date and suggest edits to the programme teams.
- Supplier if outside of England will need to provide tablet(s) for their staff to use as training devices for the NHS App and NHS login services.

It is expected that the SLA resolution rate on first contact would be maintained at **80%**, with escalations being kept to a minimum. Team leaders within NHSD will be available to answer questions without the need to escalate, and a weekly update call with all of the team leaders for the NDCs to improve responses to gueries.

7. KEY MILESTONES AND DELIVERABLES

7.1 The key milestones and deliverables are as outlined below:

live	3 weeks prior to go	. Supplier team leads and SMEs briefed about service expectations, meet the teams for NDCs and NHS England Service Management	. Remote (new supplier)
live	3 weeks prior to go	. Team leads begin training on Zendesk and knowledge transfer begins	. Remote (New supplier / incumbent)
live	3 weeks prior to go	. Confirmation that staffing is in place, BPSS checks are underway and logins are issued to staff	. NHS England
ive	3 weeks prior to go	. Training from clinical team, security team, data protection team on how to handle priority tickets.	. Run by NHS England with new supplier
	2 weeks prior to go	. All staff should be in	. New Supplier

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live		place, cleared by security to begin work – training begins split into smaller groups, looking at closed tickets in the system to review responses	
. 2 live,	weeks prior to go	. Workshop for questions from new staff with operations teams within NHSE	
. 1 live	week prior to go	 Overnight and early morning shifts handed over from incumbent 	
. 1 live	week prior to go	. System dual run by teams – shadowing	
. G	Go live	. Shadow process is reversed, and new team are answering tickets with old team advising.	
for a we	day post go live ek)	. Team leaders hold review meeting with NHSE every afternoon	
. Е	nd of week 1,2,3	. Management meeting to discuss quality, escalation rates and improvements	
. W	Veekly	. Account review, Head of Operations - NHSE, Senior team lead, account manager	
. 3	weeks post go live	. Previous supplier is rolled off	•

7.2 Should the Supplier fail to achieve operation service Go-Live by the contractual go-live date, the Supplier shall pay the sum of for each and every day the service is not live after this contractual go-live date. Go Live date refers to Full Go Live date when the Supplier will manage the service without support from the incumbent and will take all live patient tickets/requests (and progress them to resolution) and manage all activity.

8. MANAGEMENT INFORMATION/REPORTING

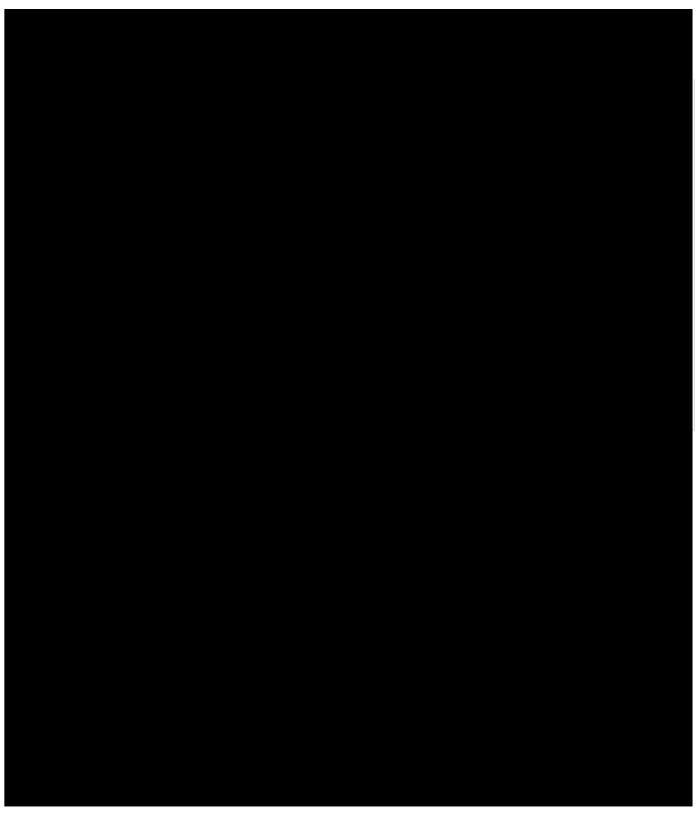
- 8.1 NHS Digital will require the following:
 - 8.1.1 NHS England will run regular reporting via the provided software Zendesk, this will identify agent productivity, the supplier will also have the ability to run these reports on demand.
 - 8.1.2 The supplier will make available agent reports on hours spent on NDC work, readiness, attrition, training hours and sickness. These will be sent weekly to NHS England SM, and Head of Operation.

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8.1.3 During account reviews the supplier will report on KPI attainment, service concerns, operational risks, data breaches and known outages.

9. VOLUMES



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10. CONTINUOUS IMPROVEMENT

- 10.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 10.2 The Supplier should present new ways of working to the Authority during quarterly review meetings or as otherwise requested by the Authority. Such new ways of working for consideration should be at a service specific and also in respect of improvements that can positively impact across all in scope services.
- 10.3 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

11. QUALITY

- 11.1 The Supplier shall as a minimum and in consideration of all services, maintain the following accreditations and standard.
 - ISO 9000; ISO 9001: 2015 Quality Management.
 - DSP Toolkit (as detailed in https://www.dsptoolkit.nhs.uk/); BS ISO 22301:2012 Societal security Business Continuity management systems Requirements.
 - BS ISO 27001: 2005 Information and Data Security.
 - BS ISO/IEC 27002:2013 Information technology Security techniques — Code of practice for information security controls.
 - Compliance with the NHS Health and Social Care Information Centre site Health and Safety and Access processes and procedures.
 - British HMG Infosec Standard 5, Baseline Standard.
 - British HMG Infosec Standard 5, Enhanced Standard.
 - '10 Steps to Cyber Security' guidance. https://www.ncsc.gov.uk/guidance/10-steps-cyber-security; and

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Call-Off Schedule 20 (Call-Off Specification)
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 Other standards and requirements may be agreed between the Customer to the Supplier (including successor standards and requirements).

12. PRICE

- 12.1 Prices are to be submitted via the e-Sourcing Suite Attachment 4 Price Schedule excluding VAT and including all other expenses relating to Contract delivery.
- 12.2 NHS England is keen to seek commonality of pricing, across all of the inscope services where commonality of requirement is present. As such, and in responding, the Supplier is asked to consider the opportunity to provide all services on a consistent pricing model. This should be detailed in Attachment 4 Pricing Schedule.

13. STAFF AND CUSTOMER SERVICE

- 13.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract to consistently deliver a quality service.
- 13.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 13.3 The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

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Joint Schedule 1 (Definitions)

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

Joint Schedule 1 (Definitions)

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- 1.3.12 in entering into a Contract the Relevant Authority is acting as part of the Crown; and
- 1.3.13 any reference in a Contract which immediately before Exit Day was a reference to (as it has effect from time to time):
 - (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("EU References") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
 - (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred; and
- 1.3.14 unless otherwise provided, references to "**Buyer**" shall be construed as including Exempt Buyers; and
- 1.3.15 unless otherwise provided, references to "Call-Off Contract" and "Contract" shall be construed as including Exempt Call-off Contracts.

1.3.16

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

"Accounting Reference Date"	means in each year the date to which the Supplier prepares its annual audited financial statements;
"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved", "Achieving" and "Achievement" shall be construed accordingly;
"Additional Insurances"	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-amsupplier/management-information/admin-fees;
"Affected Party"	the Party seeking to claim relief in respect of a Force Majeure Event;

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"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Agent(s)"	means the individual (s) delivering the service
"AI"	Artificial Intelligence;
"Allowable Assumptions"	means the assumptions (if any) set out in Annex 2 of Framework Schedule 3;
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
"Assistive Technologies"	describes products or systems that support and assist individuals with disabilities, restricted mobility or other impairments to perform functions that might otherwise be difficult or impossible;
"Audit"	the Relevant Authority's right to:
	 a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract);
	b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Deliverables;
	c) verify the Open Book Data;
	d) verify the Supplier's and each Subcontractor's compliance with the Contract and applicable Law;
	e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
	f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;
	g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
	h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;

	 i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;
	 j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or
	k) verify the accuracy and completeness of any:
	i) Management Information delivered or required by the Framework Contract; or
	ii) Financial Report and compliance with Financial Transparency Objectives as specified by the Buyer in the Order Form;
"Auditor"	a) the Relevant Authority's internal and external auditors;
	b) the Relevant Authority's statutory or regulatory auditors;
	c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;
	d) HM Treasury or the Cabinet Office;
	e) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and
	f) successors or assigns of any of the above;
"Authority"	CCS and each Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"Back Office	administrative functions carried out either manually or automated
Processing"	not requiring front line contact;
"Back-pay"	is the amount of salary and other benefits that an employee claims that they are owed after a wrongful termination;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for
	the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;

"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Buyer Third Parties"	any third party supplier providing deliverables to the Buyer
"Call-Off Contract"	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
"Call-Off Contract Period"	the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	the scheduled date of the end of a Call-Off Contract as stated in the Order Form;
"Call-Off Incorporated Terms"	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
"Call-Off Initial Period"	the Initial Period of a Call-Off Contract specified in the Order Form;
"Call-Off Optional Extension Period"	such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form;
"Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
"Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	the date of start of a Call-Off Contract as stated in the Order Form;
"Call-Off Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;

"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
"Central Government Body"	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:
	a) Government Department;
	b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
	c) Non-Ministerial Department; or
	d) Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Collaborative Working Principles"	the principles set out in Clause 3.1.3;
"Commercial Effective Date"	means 1 st April 2024. Being the date, when the pricing in Call Off Schedule 5 – Pricing Detail shall apply and the date as detailed in the Order Form when the Service Levels detailed in Call Off Schedules 14A and 14B shall apply.
"Commercial Off- the-shelf (COTS)"	products that are packaged solutions which are then adapted to satisfy the needs of the purchasing organization, rather than the commissioning of custom-made, or bespoke, solutions;
"Commercially Sensitive Information"	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;

"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Continuous Improvement"	is an ongoing effort to improve products, services, or processes;
"Contract"	either the Framework Contract or the Call-Off Contract, as the context requires;
"Contract Management"	is the process that ensures suppliers adhere to their agreed contractual obligations along with negotiating any future changes that need to take place;
"Contract Period"	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the:
	a) applicable Start Date; or
	b) the Effective Date
	up to and including the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the UK GDPR;
"Core Terms"	CCS' terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
"COSoP"	Cabinet Office Statement of Practice;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:
	e) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier
	Staff, including:

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"CRTPA"	the Contract Rights of Third Parties Act 1999;
"CRM"	Customer Relationship Management;
"Credit Rating Threshold"	has the meaning given to it in the Framework Award Form or Order Form, as the context requires; Customer Relationship Management:
	o) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
	n) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and
	m) fines and penalties;
	l) taxation;
	Call-Off Contract Period whether in relation to Supplier Assets or otherwise;
	k) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the
	j) financing or similar costs;
	i) Overhead;
	but excluding:
	h) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;
	g) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and
	f) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;
	ix) reasonable recruitment costs, as agreed with the Buyer;
	viii)work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and
	vii) work place accommodation;
	vi) staff training;
	v) any other contractual employment benefits;
	iv) car allowances;
	iii) pension contributions;
	ii) employer's National Insurance contributions;

"Data Analytics Capability"	the application of advanced analysis to discover deep insights, make predictions and generate recommendations;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy;
"Data Protection Liability Cap"	the amount specified in the Framework Award Form;
"Data Protection Officer"	has the meaning given to it in the UK GDPR;
"Data Services"	third-party services that help to manage data for clients;
"Data Subject"	has the meaning given to it in the UK GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"DBS"	Disclosure and Barring Service;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction

	Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:
	p) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables
	 q) is required by the Supplier in order to provide the Deliverables; and/or
	 r) has been or shall be generated for the purpose of providing the Deliverables;
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of Tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	the Data Protection Act 2018;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	means the date set out in the Order Form. Being the date on which implementation activities as defined in Schedules 13A and 13B commence.
"EIR"	the Environmental Information Regulations 2004;

"Electronic Invoice"	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	the earlier of:
	s) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or
	t) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"ERP"	Enterprise Resource Planning;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;

"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under clause 11.2:
	i) in the first Contract Year, the Estimated Year 1 Charges; or
	ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or
	iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
"Exempt Buyer"	a public sector purchaser that is: eligible to use the Framework Contract; and
	is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of:

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	a) the Regulations;
	b) the Concession Contracts Regulations 2016 (SI 2016/273);
	c) the Utilities Contracts Regulations 2016 (SI 2016/274);
	d) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848);
	e) the Remedies Directive (2007/66/EC);
	f) Directive 2014/23/EU of the European Parliament and Council;
	g) Directive 2014/24/EU of the European Parliament and Council;
	h) Directive 2014/25/EU of the European Parliament and Council; or
	Directive 2009/81/EC of the European Parliament and Council;
"Exempt Call-Off Contract"	the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract;
"Exempt Procurement Amendments"	any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;

"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Existing Service"	a service that is already being provided either in-house or
	outsourced;
"Exit Day"	shall have the meaning in the European Union (Withdrawal) Act 2018;
"Expiry Date"	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
"Extension Period"	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
"Financial Distress Event"	 i) the credit rating of the Supplier, any Guarantor or any Key Subcontractor drops below Credit Rating Threshold of the relevant Rating Agency;
	 j) the Supplier, any Guarantor or any Key Subcontractor issues a profits warning to a stock exchange or makes any other public announcement, in each case about a material deterioration in its financial position or prospects;
	k) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other

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	impropriety of the Supplier, any Guarantor or any Key Subcontractor;
	the Supplier, any Guarantor or any Key Subcontractor commits a material breach of covenant to its lenders;
	m) a Key Subcontractor notifies the Relevant Authority that the Supplier has not paid any material sums properly due under a specified invoice and not subject to a genuine dispute; or
	n) any of the following in respect of the Supplier, any Guarantor or any Key Subcontractor: (i) commencement of any litigation with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m; ii) non-payment of any financial indebtedness; iii) any financial indebtedness becoming due as a result of an event of default; iv) the cancellation or suspension of any financial indebtedness or v) an external auditor expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that entity, in each case which the Relevant Authority reasonably believes (or would be likely reasonably to believe) could directly impact on the continued provision of the Deliverables in accordance with the Contract;
"Financial	a report by the Supplier to the Buyer that:
Reports"	o) provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;
	 p) provides a true and fair reflection of the costs and expenses to be incurred by Key subcontractors (as requested by the Buyer);
	q) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Start Date for the purposes of the Contract; and
	r) is certified by the Supplier's Chief Financial Officer or Director of Finance;
"Financial Representative"	a reasonably skilled and experienced member of the Supplier Staff who has specific responsibility for preparing, maintaining, facilitating access to, discussing and explaining the records and accounts of everything to do with the Contract (as referred to in Clause 6), Financial Reports and Open Book Data;
"Financial Transparency Objectives"	s) the Buyer having a clear analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Staff in providing the Services and Supplier Profit Margin so that it can understand any payment sought by the Supplier;
	t) the Parties being able to understand Costs forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques;

	 u) the Parties being able to understand the quantitative impact of any Variations that affect ongoing Costs and identifying how these could be mitigated and/or reflected in the Charges;
	v) the Parties being able to review, address issues with and reforecast progress in relation to the provision of the Services;
	w)the Parties challenging each other with ideas for efficiency and improvements; and
	 x) enabling the Buyer to demonstrate that it is achieving value for money for the tax payer relative to current market prices;
"Flexible Working"	also known as flextime or flexitime, refers to non-traditional working arrangements that take into account an individual's personal needs
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including:
	y) riots, civil commotion, war or armed conflict;
	z) acts of terrorism;
	aa) acts of government, local government or regulatory bodies;
	bb) fire, flood, storm or earthquake or other natural disaster,
	but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
"Framework Contract"	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the notice published on the Find a Tender Service;
"Framework Contract Period"	the period from the Framework Start Date until the End Date of the Framework Contract;

"Framework Expiry Date"	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Optional Extension Period"	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;
"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Tender Response"	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);
"Further Competition Procedure"	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
"UK GDPR"	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti- Abuse Rule"	cc) the legislation in Part 5 of the Finance Act 2013 and; and dd) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"General Ledger"	the main accounting record of a company or organization
"Global Design Principles"	a set of common processes and procedures, which are used by core government departments and their arms' length bodies, (ALBs), to ensure consistency across government and facilitate greater sharing of expertise;
"Gold Contract"	A Call-Off Contract categorised as a Gold contract using the Cabinet Office Contract Tiering Tool.
"Goods"	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be

	expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:
	i) are supplied to the Supplier by or on behalf of the Authority; or
	ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"Historic Volumes"	the level of activity that has previously been delivered
"HM Government"	Her Majesty's Government;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:
	ee) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;
	ff) details of the cost of implementing the proposed Variation;
	gg) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;

	hh) a timetable for the implementation, together with any proposals for the testing of the Variation; and
	ii) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Incumbent Supplier"	is the Supplier already engaged by the customer to provide the Services which are to be provided by the Supplier on the commencement of the contract for Services
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
"Insolvency	with respect to any person, means:
Event"	(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:
	(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or
	(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;
	(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;

(c) another person becomes entitled to appoint a receiver over the
assets of that person or a receiver is appointed over the assets of that person;
(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;
(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
(f) where that person is a company, a LLP or a partnership:
(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;
(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;
(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or
(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or
(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;
all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
jj) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;
 kk) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
II) all other rights having equivalent or similar effect in any country or jurisdiction;

the address to which the Supplier shall invoice the Buyer as specified in the Order Form;
any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
the off-payroll rules requiring individuals who work through their company pay the same income tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
International Organization for Standardization;
ITIL is a set of detailed practices for IT service management that focuses on aligning IT services with the needs of business;
the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>);
where two or more Controllers jointly determine the purposes and means of Processing;
individuals (if any) identified as such in the Order Form;
the individuals (if any) identified as such in the Order Form;
each Sub-Contract with a Key Subcontractor;
any Subcontractor:
mm) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or
nn) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or
 oo) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract,
and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;
all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the

	meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"LBAC"	Label-based access control (LBAC) greatly increases the control you have over who can access your data. LBAC lets you decide exactly who has write access and who has read access to individual rows and individual columns;
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Management Charge"	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
"Management Information" or "MI"	the management information specified in Framework Schedule 5 (Management Charges and Information);
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period
"MI Failure"	means when an MI report:
	pp) contains any material errors or material omissions or a missing mandatory field; or
	qq) is submitted using an incorrect MI reporting Template; or
	rr) is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);

ss) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or
tt) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;
but shall not include the Supplier's Existing IPR;
a service that prior to engagement does not exist in its required form;
where:
uu) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:
 i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or
vv) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for Tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;
Services delivered from outside the United Kingdom
an operational-level agreement (OLA) defines the interdependent relationships in support of a service-level agreement (SLA);
Services delivered from within the United Kingdom
complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to: ww) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total

	xx) operating expenditure relating to the provision of the Deliverables including an analysis showing:
	i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;
	 ii) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade;
	iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and
	iv) Reimbursable Expenses, if allowed under the Order Form;
	yy) Overheads;
	zz) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;
	aaa) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;
	bbb) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;
	ccc) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and
	ddd) the actual Costs profile for each Service Period;
"Order"	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
"Order Form Template"	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
"Other Contracting Authority"	any actual or potential Buyer under the Framework Contract;

"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Overpayments"	payment in excess of what is due;
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Payment Processing"	The transactions in regards to taking/making payments both by an agent and the front end/back end systems required.
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processing"	has the meaning given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;

"Prohibited Acts"	eee) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:
	 i) induce that person to perform improperly a relevant function or activity; or
	ii) reward that person for improper performance of a relevant function or activity;
	fff)to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or
	ggg) committing any offence:
	 i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or
	ii) under legislation or common law concerning fraudulent acts; or
	iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or
	hhh) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract;
"Rating Agency"	as defined in the Framework Award Form or the Order Form, as the context requires;
"RBAC"	Role-based access control (RBAC) restricts network access based on a person's role within an organization
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;

"Rectification Plan"	the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:
	iii) full details of the Default that has occurred, including a root cause analysis;
	jjj) the actual or anticipated effect of the Default; and
	kkk) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:
	III) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and
	mmm) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	nnn) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);
	ooo) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and
	information derived from any of the above;
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;

"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"RTI"	Real Time Information
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Credits"	the sums payable in respect of the failure by the Contractor to meet one or more Service Levels;
"Service Commencement Date"	the date, as detailed in the Order Form, when the services detailed in Call Off Schedules 20A (TAL Specification) and 20B (NDC Specification) shall commence.

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"Service Delivery"	the act of delivering a service to customers;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Level Agreement"	An agreement between the supplier of a service and its customer, which quantifies the minimum Service Levels which meets business needs
"Service Period"	has the meaning given to it in the Order Form;
"Services"	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Shared Services Strategy"	a delivery model for the effective and efficient delivery of non-core services to the business. It employs a specialist team, geographically unconstrained, and focuses on the requirements of the customer
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:
	ppp) the Deliverables are (or are to be) provided;
	qqq) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or
	rrr) those premises at which any of the Supplier's equipment or any part of the Supplier's systems used in the performance of the Contract
	sss) is located (where any part of the Deliverables provided falls within Call-Off Schedule 6 (ICT Services));
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;

"Specification"	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
"Standard Service Levels"	all Service Levels other than those designated as Key Performance Indicators
"Standards"	any:
	ttt)standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;
	uuu) standards detailed in the specification in Schedule 1 (Specification);
	vvv) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;
	www) relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
"Statement of Requirements"	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:
	xxx) provides the Deliverables (or any part of them);
	yyy) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or
	zzz) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subject Access Request"	s a written request to a company or organisation asking for access to the personal information it holds on you;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	the person, firm or company identified in the Framework Award Form;

"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
"Supplier's Confidential Information"	 aaaa) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;
	bbbb) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;
	cccc)Information derived from any of (a) and (b) above;
"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
"Supplier Marketing Contact"	shall be the person identified in the Framework Award Form;
"Supplier Non-	where the Supplier has failed to:
Performance"	dddd) Achieve a Milestone by its Milestone Date;
	eeee) provide the Goods and/or Services in accordance with the Service Levels; and/or
	ffff) comply with an obligation under a Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;

"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supply Chain Management"	is the handling of the entire production flow of a good or service to maximize quality, delivery, customer experience and cost-effectiveness;
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
"Tax"	a) all forms of taxation whether direct or indirect;
	b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;
	c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions. levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and
	d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,
	in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
"Test Plan"	a plan:
	gggg) for the Testing of the Deliverables; and
	hhhh) setting out other agreed criteria related to the achievement of Milestones;
"Tests "	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" and "Testing" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;

"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for –
	(i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and
	(ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
"TUPE"	Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations or UK legislation implementing the Acquired Rights Directive
"United Kingdom"	the country that consists of England, Scotland, Wales, and Northern Ireland
"Value Added Services"	are features that can be added to a core product to enhance the user experience or a service that could function as a standalone product or feature
"Variation"	any change to a Contract;
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"WCAG	the Web Content Accessibility Guidelines (WCAG) are organized by
Principles"	four main principles, which state that content must be POUR: Perceivable, Operable, Understandable, and Robust. WCAG is the most-referenced set of standards in website accessibility lawsuits and is widely considered the best way to achieve accessibility;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;

Joint Schedule 1 (Definitions) Crown Copyright 2021

"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;
"Work Day"	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.

Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 25 (Changing the Contract)

Contract Details			
This variation is between:	NHS England ("the Buyer")		
	And		
	Teleperformance Ltd ("the Supp	olier")	
Contract name:	NHS Citizen Facing Contact Centres ("the Contract")		
Contract reference number:	contract reference number to be entered when created and live		
Details of Proposed Variation			
Variation initiated by:	[delete as applicable: CCS/Buye	er/Supplier]	
Variation number:	[insert variation number]		
Date variation is raised:	[insert date]		
Proposed variation			
Reason for the variation:	[insert reason]		
An Impact Assessment shall be provided within:	[insert number] days		
	Impact of Variation		
Likely impact of the proposed variation: [Supplier to insert assessment of impact]			
Outcome of Variation			
Contract variation:	ation: This Contract detailed above is varied as follows:		
	 [CCS/Buyer to insert original Clauses or Paragraphs to be varied and the changed clause] 		
Financial variation:	Original Contract Value:	£ [insert amount]	
	Additional cost due to variation:	£ [insert amount]	
	New Contract value:	£ [insert amount]	

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

Joint Schedule 2 (Variation Form) Crown Copyright 2018

Signed by an authorised	signatory for and on be	half of the [delet	<mark>te</mark> as applicable: (CCS / Buyer]
Signature				
Date				
Name (in Capitals)				
Address				
Signed by an authorised	signatory to sign for an	d on behalf of the	e Supplier	
Signature				
Date				
Name (in Capitals)				
Address				

Joint Schedule 2 (Variation Form) Crown Copyright 2021

Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

- 1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("Additional Insurances") and any other insurances as may be required by applicable Law (together the "Insurances"). The Supplier shall ensure that each of the Insurances is effective no later than:
 - 1.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
 - 1.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.

1.2 The Insurances shall be:

- 1.2.1 maintained in accordance with Good Industry Practice;
- 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
- 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
- 1.2.4 maintained for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

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

Framework Ref: RM6181 Project Version: v1.0

Model Version: v3.1

3. What happens if you aren't insured

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

4. Evidence of insurance you must provide

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

5. Making sure you are insured to the required amount

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

6. Cancelled Insurance

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

7. Insurance claims

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

Framework Ref: RM6181 Project Version: v1.0

Model Version: v3.1

Joint Schedule 3 (Insurance Requirements)

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- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

Joint Schedule 3 (Insurance Requirements) Crown Copyright 2021

ANNEX: REQUIRED INSURANCES

- **1.** The Supplier shall hold the following insurance cover from the Framework Start Date in accordance with this Schedule:
 - 1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than twenty million pounds (£20,000,000);
 - 1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than twenty million pounds (£20,000,000); and
 - 1.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).

Joint Schedule 3 (Insurance Requirements) Crown Copyright 2021

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 17 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

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Model Version: v3.1

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Joint Schedule 4 (Commercially Sensitive Information) Crown Copyright 2021

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

- 1.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
 - (https://assets.publishing.service.gov.uk/government/uploads/system/upload s/attachment data/file/779660/20190220-Supplier Code of Conduct.pdf)
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2. Equality and Accessibility

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

3. Modern Slavery, Child Labour and Inhumane Treatment

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

3.1 The Supplier:

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

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

4. Income Security

- 4.1 The Supplier shall:
 - 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
 - 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
 - 4.1.3 not make deductions from wages:
 - (a) as a disciplinary measure
 - (b) except where permitted by law; or
 - (c) without expressed permission of the worker concerned;

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- 4.1.4 record all disciplinary measures taken against Supplier Staff; and
- 4.1.5 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

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

by individuals and by the Supplier Staff as a whole;

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

2. Sustainability

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

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

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Project Version: v1.0
Model Version: v3.2

Joint Schedule 5 (Corporate Social Responsibility) Crown Copyright 2021

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Joint Schedule 5 (Corporate Social Responsibility) Crown Copyright 2021

Framework Ref: RM6181 Project Version: v1.0 Model Version: v3.2

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Joint Schedule 6 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.
- 1.2 The Supplier is entitled to sub-contract its obligations under a Call-Off Contract to Key Subcontractors listed in the Framework Award Form who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to section 18 of the Framework Award Form. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;
 - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period: and
 - 1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.

Framework Ref: RM6181

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Joint Schedule 6 (Key Subcontractors)

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- 1.5 If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:
 - 1.5.1 a copy of the proposed Key Sub-Contract; and
 - 1.5.2 any further information reasonably requested by CCS and/or the Buyer.
- 1.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
 - 1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
 - 1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;
 - 1.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
 - 1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;
 - 1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Framework Contract in respect of:
 - (a) the data protection requirements set out in Clause 15 (Data protection);
 - (b) the FOIA and other access request requirements set out in Clause 17 (When you can share information);
 - (c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
 - (d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - (e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
 - 1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 11.4 (When CCS or the Buyer can end this contract) and 11.6 (What happens if the contract ends) of this Contract; and
 - 1.6.7 a provision restricting the ability of the Key Subcontractor to subcontract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.

Framework Ref: RM6181 Project Version: v1.0

Model Version: v3.1

Joint Schedule 6 (Key Subcontractors)

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For the initial requirements of the two live services Telephone Appointment Line and National Digital Channels, the Supplier is not sub-contracting. However, should any future services under this contract require the Supplier to onboard a subcontractor this Schedule shall apply.

Joint Schedule 7 (Financial Difficulties)

1. Definitions

1.1 In this Schedule, the following definitions shall apply:

"Applicable	Financial
Indicators"	

means the financial indicators from Paragraph 5.1 of this Schedule which are to apply to the Monitored Suppliers as set out in paragraph 5.2 of this Schedule:

"Board"

means the Supplier's board of directors;

"Board Confirmation"

means written confirmation from the Board in accordance with Paragraph 8 of this Schedule;

"Bronze Contract"

A Call-Off Contract categorised as a Bronze contract using the Cabinet Office Contract Tiering Tool;

"Cabinet Office Contract Tiering Tool" a Contract Tiering Tool which can help classify the contract (gold / silver / bronze) by assessing three criteria: value, complexity and level of risk. This tool can also help determine the criticality and level of contract management required. Most "gold-tier" contracts may require the use of the Model Services Contract.

"Cabinet Office Markets and Suppliers Team" means the UK Government's team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function;

"Credit Rating Threshold"

the minimum credit rating level for each entity in the FDE Group as set out in Annex 1 to this Schedule;

"FDE Group"

means the Supplier, Key Sub-contractors, the Guarantor and the Monitored Suppliers;

"Financial Distress Event"

Any of the events listed in Paragraph 3.1 of this Schedule:

"Financial Distress Remediation Plan" a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with the Contract in the

event that a Financial Distress Event occurs;

Joint Schedule 7 (Financial Difficulties)

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"Financial Indicators"

in respect of the Supplier, Key Sub-contractors and the Guarantor, means each of the financial indicators set out at paragraph 5.1 of this Schedule and in respect of each Monitored Supplier, means those Applicable Financial

Indicators:

"Financial Target Thresholds"

means the target thresholds for each of the Financial Indicators set out at paragraph 5.1 of this Schedule;

"Gold Contract"

A Call-Off Contract categorised as a Gold contract using the Cabinet Office Contract Tiering Tool;

"Monitored Suppliers"

means those entities specified at paragraph 5.2 of

this Schedule;

"Rating Agencies"

The rating agencies listed in Annex 1 of this

Schedule;

"Silver Contract"

A Call-Off Contract categorised as a Silver contract using the Cabinet Office Contract Tiering Tool;

"Strategic Supplier"

means those suppliers to government listed at

https://www.gov.uk/government/publications/strategic-

suppliers.

2. Warranties and duty to notify

- 2.1 The Supplier warrants and represents to the Relevant Authority for the benefit of the Relevant Authority that as at the Effective Date:
 - 2.1.1 the long term credit ratings issued for each entity in the FDE Group by each of the Rating Agencies are as set out in Annex 2 to this Schedule; and
 - 2.1.2 the financial position or, as appropriate, the financial performance of each of the Supplier, Guarantor and Key Subcontractors satisfies the Financial Target Thresholds.
- 2.2 The Supplier shall promptly notify (or shall procure that its auditors promptly notify) the Relevant Authority in writing if there is any downgrade in the credit rating issued by any Rating Agency for any entity in the FDE Group (and in any event within 5 Working Days of the occurrence of the downgrade).
- 2.3 The Supplier shall:
 - 2.3.1 regularly monitor the credit ratings of each entity in the FDE Group with the Rating Agencies;

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- 2.3.2 monitor and report on the Financial Indicators for each entity in the FDE Group against the Financial Target Thresholds at least at the frequency set out for each at Paragraph 5.1 (where specified) and in any event, on a regular basis and no less than once a year within ninety (90) days after the Accounting Reference Date; and
- 2.3.3 promptly notify (or shall procure that its auditors promptly notify) the Relevant Authority in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event (and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event).
- 2.4 For the purposes of determining whether a Financial Distress Event has occurred pursuant to the provisions of Paragraphs 3.1(a), and for the purposes of determining relief under Paragraph 7.1, the credit rating of an FDE Group entity shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated that entity at or below the applicable Credit Rating Threshold; or
- 2.5 Each report submitted by the Supplier pursuant to paragraph 2.3(b) shall:
 - 2.5.1 be a single report with separate sections for each of the FDE Group entities;
 - 2.5.2 contain a sufficient level of information to enable the Relevant Authority to verify the calculations that have been made in respect of the Financial Indicators;
 - 2.5.3 include key financial and other supporting information (including any accounts data that has been relied on) as separate annexes;
 - 2.5.4 be based on the audited accounts for the date or period on which the Financial Indicator is based or, where the Financial Indicator is not linked to an accounting period or an accounting reference date, on unaudited management accounts prepared in accordance with their normal timetable; and
 - 2.5.5 include a history of the Financial Indicators reported by the Supplier in graph form to enable the Relevant Authority to easily analyse and assess the trends in financial performance.

3. Financial Distress events

- 3.1 The following shall be Financial Distress Events:
 - 3.1.1 the credit rating of an FDE Group entity dropping below the applicable Credit Rating Threshold;
 - 3.1.2 an FDE Group entity issuing a profits warning to a stock exchange or making any other public announcement, in each

- case about a material deterioration in its financial position or prospects;
- 3.1.3 there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of an FDE Group entity;
- 3.1.4 an FDE Group entity committing a material breach of covenant to its lenders;
- 3.1.5 a Key Sub-contractor notifying CCS or the Buyer that the Supplier has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute;
- 3.1.6 any of the following:
 - (a) commencement of any litigation against an FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;
 - (b) non-payment by an FDE Group entity of any financial indebtedness;
 - (c) any financial indebtedness of an FDE Group entity becoming due as a result of an event of default;
 - (d) the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity; or
 - (e) the external auditor of an FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE entity;

in each case which the Relevant Authority reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and delivery of the Deliverables in accordance with the Contract; and

3.1.7 any [one] of the Financial Indicators set out at Paragraph 5 for any of the FDE Group entities failing to meet the required Financial Target Threshold.

4. Consequences of Financial Distress Events

- 4.1 Immediately upon notification by the Supplier of a Financial Distress Event (or if the Relevant Authority becomes aware of a Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Relevant Authority shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.
- 4.2 In the event of a late or non-payment of a Key Sub-contractor pursuant to Paragraph 3.1(e), the Relevant Authority shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier 10 Working Days to:
 - 4.2.1 rectify such late or non-payment; or

- 4.2.2 demonstrate to the Relevant Authority's reasonable satisfaction that there is a valid reason for late or non-payment.
- 4.3 The Supplier shall (and shall procure that any Monitored Supplier, the Guarantor and/or any relevant Key Sub-contractor shall):
 - 4.3.1 at the request of the Relevant Authority, meet the Relevant Authority as soon as reasonably practicable (and in any event within 3 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Relevant Authority may permit and notify to the Supplier in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the Services in accordance with the Contract; and
 - 4.3.2 where the Relevant Authority reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3(a) that the Financial Distress Event could impact on the continued performance and delivery of the Deliverables in accordance with the Contract:
 - (a) submit to the Relevant Authority for its approval, a draft Financial Distress Remediation Plan as soon as reasonably practicable (and in any event, within 10 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Relevant Authority may permit and notify to the Supplier in writing); and
 - (b) to the extent that it is legally permitted to do so and subject to Paragraph 4.8, provide such information relating to the Supplier, any Monitored Supplier, Key Sub-contractors and/or the Guarantor as the Buyer may reasonably require in order to understand the risk to the Deliverables, which may include forecasts in relation to cash flow, orders and profits and details of financial measures being considered to mitigate the impact of the Financial Distress Event.

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- 4.4 The Relevant Authority shall not withhold its approval of a draft Financial Distress Remediation Plan unreasonably. If the Relevant Authority does not approve the draft Financial Distress Remediation Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Remediation Plan, which shall be resubmitted to the Relevant Authority within 5 Working Days of the rejection of the first draft. This process shall be repeated until the Financial Distress Remediation Plan is approved by the Relevant Authority or referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms under Paragraph 4.5.
- 4.5 If the Relevant Authority considers that the draft Financial Distress Remediation Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not ensure the continued performance of the Supplier's obligations in accordance with the Contract, then it may either agree a further time period for the development and agreement of the Financial Distress

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Remediation Plan or escalate any issues with the draft Financial Distress Remediation Plan using the Dispute Resolution Procedure in Clause 34 of the Core Terms.

- 4.6 Following approval of the Financial Distress Remediation Plan by the Relevant Authority, the Supplier shall:
 - 4.6.1 on a regular basis (which shall not be less than fortnightly):
 - (a) review and make any updates to the Financial Distress Remediation Plan as the Supplier may deem reasonably necessary and/or as may be reasonably requested by the Relevant Authority, so that the plan remains adequate, up to date and ensures the continued performance and delivery of the Deliverables in accordance with this Contract; and
 - (b) provide a written report to the Relevant Authority setting out its progress against the Financial Distress Remediation Plan, the reasons for any changes made to the Financial Distress Remediation Plan by the Supplier and/or the reasons why the Supplier may have decided not to make any changes;
 - 4.6.2 where updates are made to the Financial Distress Remediation Plan in accordance with Paragraph 4.6(a), submit an updated Financial Distress Remediation Plan to the Relevant Authority for its approval, and the provisions of Paragraphs 4.4 and 4.5 shall apply to the review and approval process for the updated Financial Distress Remediation Plan; and
 - 4.6.3 comply with the Financial Distress Remediation Plan (including any updated Financial Distress Remediation Plan) and ensure that it achieves the financial and performance requirements set out in the Financial Distress Remediation Plan.
- 4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event under Paragraph 4.1 (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Relevant Authority and the Parties may agree that the Supplier shall be relieved of its obligations under Paragraph 4.6.
- 4.8 The Supplier shall use reasonable endeavours to put in place the necessary measures to ensure that the information specified at paragraph 4.3(b)(ii) is available when required and on request from the Relevant Authority and within reasonable timescales. Such measures may include:
 - 4.8.1 obtaining in advance written authority from Key Subcontractors, the Guarantor and/or Monitored Suppliers authorising the disclosure of the information to the Buyer and/or entering into confidentiality agreements which permit disclosure;
 - 4.8.2 agreeing in advance with the Relevant Authority, Key Subcontractors, the Guarantor and/or Monitored Suppliers a form of confidentiality agreement to be entered by the relevant

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- parties to enable the disclosure of the information to the Relevant Authority;
- 4.8.3 putting in place any other reasonable arrangements to enable the information to be lawfully disclosed to the Relevant Authority (which may include making price sensitive information available to the Relevant Authority's nominated personnel through confidential arrangements, subject to their consent); and
- 4.8.4 disclosing the information to the fullest extent that it is lawfully entitled to do so, including through the use of redaction, anonymisation and any other techniques to permit disclosure of the information without breaching a duty of confidentiality.

6. Termination rights

- 6.1 The Relevant Authority shall be entitled to terminate the Contract if:
 - 6.1.1 the Supplier fails to notify the Relevant Authority of a Financial Distress Event in accordance with Paragraph 2.3(c);
 - 6.1.2 the Parties fail to agree a Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraphs 4.3 to 4.5; and/or
 - 6.1.3 the Supplier fails to comply with the terms of the Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraph 4.6(c),

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.

7. Primacy of Credit Ratings

- 7.1 Without prejudice to the Supplier's obligations and the Relevant Authority's rights and remedies under Paragraph 2, if, following the occurrence of a Financial Distress Event pursuant to any of Paragraphs 3.1(b) to 3.1(g), the Rating Agencies review and report subsequently that the credit ratings for the FDE Group entities do not drop below the relevant Credit Rating Thresholds specified for those entities in Annex 2 to this Schedule, then:
 - 7.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and
 - 7.1.2 the Relevant Authority shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3(b)(ii).

8. Board confirmation

- 8.1 If the Contract has been specified as a Critical Service Contract under Paragraph 2.1 of Part B of Annex 1 to Call-Off Schedule 8 (Business Continuity and Disaster Recovery) (if applicable) then, subject to Paragraph 8.4 of this Schedule, the Supplier shall within ninety (90) days after each Accounting Reference Date or within 15 months of the previous Board Confirmation (whichever is the earlier) provide a Board Confirmation to the Relevant Authority in the form set out at Annex 4 to this Schedule, confirming that to the best of the Board's knowledge and belief, it is not aware of and has no knowledge:
 - 8.1.1 that a Financial Distress Event has occurred since the later of the Effective Date or the previous Board Confirmation or is subsisting; or
 - 8.1.2 of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event.

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- 8.2 The Supplier shall ensure that in its preparation of the Board Confirmation it exercises due care and diligence and has made reasonable enquiry of all relevant Supplier Staff and other persons as is reasonably necessary to understand and confirm the position.
- 8.3 In respect of the first Board Confirmation to be provided under this Contract, the Supplier shall provide the Board Confirmation within 15 months of the Effective Date if earlier than the timescale for submission set out in Paragraph 8.1 of this Schedule.
- 8.4 Where the Supplier is unable to provide a Board Confirmation in accordance with Paragraphs 8.1 to 8.3 of this Schedule due to the occurrence of a Financial Distress Event or knowledge of subsisting matters which could reasonably be expected to cause a Financial Distress Event, it will be sufficient for the Supplier to submit in place of the Board Confirmation, a statement from the Board of Directors to the Buyer (and where the Supplier is a Strategic Supplier, the Supplier shall send a copy of the statement to the Cabinet Office Markets and Suppliers Team) setting out full details of any Financial Distress Events that have occurred and/or the matters which could reasonably be expected to cause a Financial Distress Event.

9. Optional Clauses

9.1 Where a Buyer's Call-Off Contract is a Bronze Contract, if specified in the Order Form, the terms at Annex 5 shall apply to the Call-Off Contract in place of the remainder of this Joint Schedule 7.

Annex 1: Rating Agencies and their standard Rating System

[Rating Agency 1]

[Rating Agency 2]

Annex 3: Calculation methodology for Financial Indicators

[Guidance: Amend this section as appropriate to reflect the calculation methodology for those Financial Indicators that are selected for inclusion in Paragraph 5.1 of this Schedule]

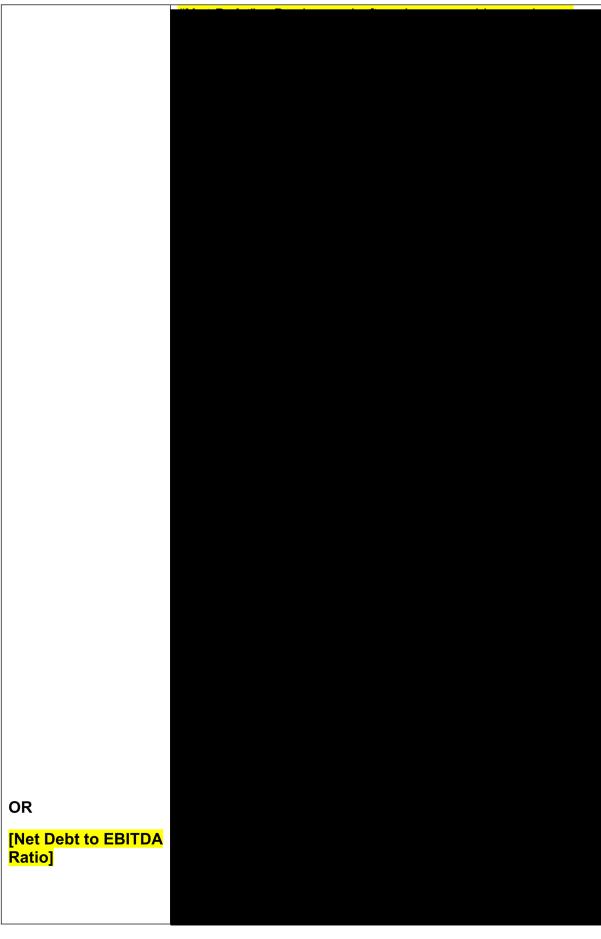
The Supplier shall ensure that it uses the following general and specific methodologies for calculating the Financial Indicators against the Financial Target Thresholds:

General methodology

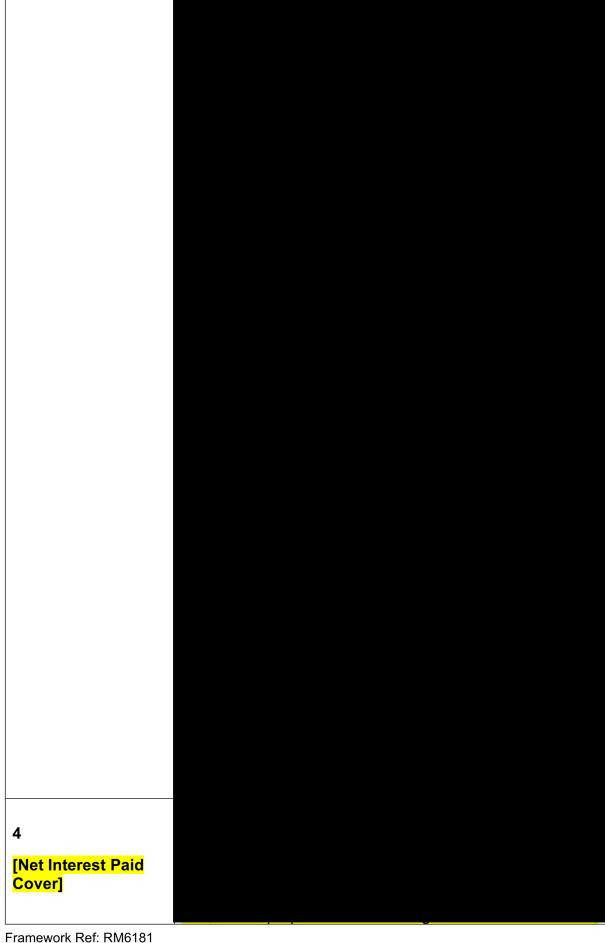
- 1 **Terminology**: The terms referred to in this Annex are those used by UK companies in their financial statements. Where the entity is not a UK company, the corresponding items should be used even if the terminology is slightly different (for example a charity would refer to a surplus or deficit rather than a profit or loss).
- 2 **Groups**: Where the entity is the holding company of a group and prepares consolidated financial statements, the consolidated figures should be used.
- 3 **Foreign currency conversion**: Figures denominated in foreign currencies should be converted at the exchange rate in force at the relevant date for which the Financial Indicator is being calculated.
- 4 **Treatment of non-underlying items**: Financial Indicators should be based on the figures in the financial statements before adjusting for non-underlying items.

Specific Methodology

Financial Indicator	
1	
[Operating Margin]	
2	
[Free Cash Flow to Net Debt Ratio]	



3		
[Net Debt + Net Pension Deficit to		
EBITDA ratio]		



5		
[Acid Ratio]		
[Acid Natio]		
6		
[Net Asset value]		
7		
[Group Exposure		
[Group Exposure Ratio]		

8		
[Insert additional Financial Indicators as necessary]		

ANNEX 4: BOARD CONFIRMATION

Supplier Name

Contract Reference Number:

The Board of Directors acknowledge the requirements set out at paragraph 8 of Joint Schedule 7 (*Financial Distress*) and confirm that the Supplier has exercised due care and diligence and made reasonable enquiry of all relevant Supplier Staff and other persons as is reasonably necessary to enable the Board to prepare this statement.

The Board of Directors confirms, to the best of its knowledge and belief, that as at the date of this Board Confirmation it is not aware of and has no knowledge:

- (a) that a Financial Distress Event has occurred since the later of the previous Board Confirmation and the Effective Date or is subsisting; or
- (b) of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event

On behalf of the Board of Directors:

Chair	
Signed	
Date	
Director	
Signed	
Date	

APPENDIX 1: RATING AGENCIES

[Rating Agency 1]

[Rating Agency 2]

Joint Schedule 9 (Minimum Standards of Reliability)

1. Standards

- 1.1 No Call-Off Contract with an anticipated contract value in excess of £20 million (excluding VAT) shall be awarded to the Supplier if it does not show that it meets the minimum standards of reliability as set out in the OJEU Notice ("Minimum Standards of Reliability") at the time of the proposed award of that Call-Off Contract.
- **1.2** CCS shall assess the Supplier's compliance with the Minimum Standards of Reliability:
 - 1.2.1 upon the request of any Buyer; or
 - **1.2.2** whenever it considers (in its absolute discretion) that it is appropriate to do so.
- **1.3** In the event that the Supplier does not demonstrate that it meets the Minimum Standards of Reliability in an assessment carried out pursuant to Paragraph 1.2, CCS shall so notify the Supplier (and any Buyer in writing) and the CCS reserves the right to terminate its Framework Contract for material Default under Clause 11.4 (When CCS or the Buyer can end this contract).

Joint Schedule 10 (Rectification Plan)- to be utilised during the lifetime of the Contract and populated and utilised when required.

Request for [Revised] Rectification Plan				
Details of the Default:	[Guidance: Explain the Default, with clear schedule and clause references as appropriate]			
Deadline for receiving the [Revised] Rectification Plan:	[add date (minimum 10 days from request)]			
Signed by [CCS/Buyer]:		Date:		
Supp	olier [Revised] Rectification	Plan		
Cause of the Default	[add cause]			
Anticipated impact assessment:	[add impact]			
Actual effect of Default:	[add effect]			
Steps to be taken to	Steps	Timescale		
rectification:	1.	[date]		
	2.	[date]		
	3.	[date]		
	4.	[date]		
	[]	[date]		
Timescale for complete Rectification of Default	[X] Working Days			
Steps taken to prevent recurrence of Default	Steps	Timescale		
recurrence of Default	1.	[date]		
	2.	[date]		
	3.	[date]		
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Joint Schedule 10 (Rectification Plan) Crown Copyright 2021

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

Joint Schedule 10 (Rectification Plan) Crown Copyright 2021

Definitions

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

"Processor Personnel"

all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

Status of the Controller

- 2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:
- (a) "Controller" in respect of the other Party who is "Processor";
- (b) "Processor" in respect of the other Party who is "Controller";
- (c) "Joint Controller" with the other Party;
- (d) "Independent Controller" of the Personal Data where the other Party is also "Controller",

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

Where one Party is Controller and the other Party its Processor

- 3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
- 4. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
- (a) a systematic description of the envisaged Processing and the purpose of the Processing;
- (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;

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- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 15.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that:
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (Processing Personal Data));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 15 (*Data protection*), 16 (*What you must keep confidential*) and 17 (*When you can* share information):
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with

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- UK UK GDPR Article 46 or LED Article 37) as determined by the Controller;
- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
- (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 7. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
- receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Personal Data Breach.
- 8. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
- 9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;

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

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16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

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

Independent Controllers of Personal Data

- 18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
- 19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- 20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 8 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- 21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
- 22. The Parties shall only provide Personal Data to each other:
- (a) to the extent necessary to perform their respective obligations under the Contract;
- (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
- (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
- 23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the

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requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

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

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

Annex 1 - Processing Personal Data

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

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are: **Email:** nhsdigital.dpo@nhs.net
- 1.2 The contact details of the Supplier's Data Protection Officer are: Email: privacy@teleperformance.com
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details	
Identity of Controller for each Category of Personal Data	The Relevant Authority is Controller and the Supplier is Processor NHS England and the Secretary of State as joint Data Controllers are determining the means by which such transmission of personal data is transmitted in NHS App	
	The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:	
	the scope of Personal Data which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority	
Duration of the Processing	Throughout the lifetime of the contract	

Nature and purposes of the Processing

NDC

Nature and scope of the processing

The core functionality of the NHS App is to retrieve information from GP Systems and present that information to the end user. This data will be medical in nature and the volume of transactions, means that the Data Classification is rated at NHS Digital Category V. In all occurrences, data flows through the system including Personal Data, and in some cases the data will persist in the NHS App Service. The data processed as part of the NHS App service are:

Name

NHS Number

Email address

Date of birth

Age

Sex

Gender

Physical description

General identifier, e.g. NHS No

Home Phone Number

Online identifier e.g. IP Address/Event Logs

Website Cookies

Mobile Phone Number

Address

Postcode

Physical Health/Mental or Condition

Medical record information

ODS Code of the health and care services linked to the user

Content of messages within the NHS App Messaging and NHS App Notification Services Messaging Feature

Agreed high level Health category data grouped by practice code.

<u>TAL</u>

The purpose of the processing of e-RS data is to enable patient referrals, primarily from GPs to first hospital or clinic appointments, to be referred to and booked into health care services at a location, date and time to suit the patient through the NHS e-Referral Service (e-RS).

Type of Personal Data

Name

NHS Number

Email address

Date of birth

Age

Sex

Gender

Physical description

General identifier, e.g. NHS No

Home Phone Number

Online identifier e.g. IP Address/Event

Logs

Website Cookies

Mobile Phone Number

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	Address Postcode Physical Health/Mental or Condition Medical record information	
Categories of Data Subject	Personal data	Patient data
Plan for return and destruction of the data once the Processing is complete	All client data held by processor to be returned or destroyed within 90 days of contract end, exact instruction to be provided by client at contract termination.	
UNLESS requirement under Union or Member State law to preserve that type of data		

Annex 2 - Joint Controller Agreement

1. Joint Controller Status and Allocation of Responsibilities

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

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to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

- 1.2 The Parties agree that the Teleperformance Ltd./ NHS England and the Secretary of State:
- is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
- (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
- (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
- (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Deliverables where consent is the relevant legal basis for that Processing; and
- (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/Relevant Authority's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).
- 1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

2. Undertakings of both Parties

- 2.1 The Supplier and the Relevant Authority each undertake that they shall:
- (a) report to the other Party every [3] months on:
 - (i) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
 - (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
 - (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;

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

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

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

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- have undergone adequate training in the use, care, protection and (iii) handling of personal data as required by the applicable Data Protection Legislation;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:
 - nature of the data to be protected; (i)
 - harm that might result from a Personal Data Breach: (ii)
 - state of technological development; and (iii)
 - cost of implementing any measures; (iv)
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and
- (j) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.
- 2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

3. **Data Protection Breach**

- 3.1 Without prejudice to clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:
- sufficient information and in a timescale which allows the other Party to meet (a) any obligations to report a Personal Data Breach under the Data Protection Legislation; and
- all reasonable assistance, including: (b)
 - (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
 - co-operation with the other Party including taking such reasonable (ii) steps as are directed by the other Party to assist in the

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investigation, mitigation and remediation of a Personal Data Breach;

- (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
- (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.
- 3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:
- (a) the nature of the Personal Data Breach;
- (b) the nature of Personal Data affected;
- (c) the categories and number of Data Subjects concerned;
- (d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- (e) measures taken or proposed to be taken to address the Personal Data Breach; and
- (f) describe the likely consequences of the Personal Data Breach.

4. Audit

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

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third party appointed by the Supplier to assist in the provision of the Deliverables.

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

5. **Impact Assessments**

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

6. **ICO Guidance**

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

7. Liabilities for Data Protection Breach

- 7.1 If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Supplier for a Personal Data Breach ("Financial Penalties") then the following shall occur:
- (a) if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;

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- (b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
- (c) if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 36 of the Core Terms (Resolving disputes).
- 7.2 If either the Relevant Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.
- 7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Losses"):
- (a) if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;
- (b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
- (c) if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.
- 7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Relevant Authority and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Relevant Authority.

8. **Termination**

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Relevant Authority shall be entitled

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to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 11 of the Core Terms (*Ending the contract*).

9. Sub-Processing

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

10. Data Retention

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

Joint Schedule 12 (Supply Chain Visibility)

1. **Definitions**

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

"Contracts Finder" the Government's publishing portal for

public sector procurement opportunities;

"SME" an enterprise falling within the category of

> micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium

sized enterprises;

Report Template"

"Supply Chain Information the document at Annex 1 of this Schedule

12; and

"VCSE" a non-governmental organisation that is

> value-driven and which principally reinvests its surpluses to further social, environmental

or cultural objectives.

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

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

Joint Schedule 12 (Supply Chain Visibility)

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- 2.2 Each advert referred to at Paragraph 2.1.1 of this Schedule 12 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
- 2.3 The obligation on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.
- 2.4 Notwithstanding Paragraph 2.1, the Authority may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

3. Visibility of Supply Chain Spend

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

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Joint Schedule 12 (Supply Chain Visibility) Crown Copyright 2021

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Annex 1

Supply Chain Information Report template



Supply Chain Information Report templat