**Framework Schedule 6 (Order Form Template and CallOff Schedules)**

# Order Form

CALL-OFF REFERENCE: SR1754582896

THE BUYER: The Commissioners for His Majesty’s Revenue and Customs

|  |  |
| --- | --- |
|   |  |
| BUYER ADDRESS   | XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX |
| THE SUPPLIER:  | SCC Specialist Computer Centres PLC  |
| SUPPLIER ADDRESS: | XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  |
| REGISTRATION NUMBER: | **XXXXXXX**  |
| DUNS NUMBER:  | XXXXXXX  |
| SID4GOV ID: | XXXXXXXXXXX |

## APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated XXXXXXX It’s issued under the Framework Contract with the reference number RM6098 for the provision of Technology Products & Associated Service 2.

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

 Lot 1 Hardware and Software and Associated Services

## CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6098
3. Framework Special Terms
4. The following Schedules in equal order of precedence:

* + Joint Schedules for RM6098 o Joint Schedule 2 (Variation Form) o Joint Schedule 3 (Insurance Requirements) o Joint Schedule 4 (Commercially Sensitive Information)
		- Joint Schedule 10 (Rectification Plan)

* + Call-Off Schedules for RM6098

* + - Call-Off Schedule 5 (Pricing Details) o Call-Off Schedule 9 (Security)
		- Call-Off Schedule 6 (ICT Services) including Annexes A to E

1. CCS Core Terms (version 3.0.11) as amended by the Framework Award Form
2. 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: HMRC mandatory clauses ( Appendix 1)

|  |  |  |
| --- | --- | --- |
| CALL-OFF START DATE:   |   | 22/01/2024  |
| CALL-OFF EXPIRY DATE:   |   | 21/01/2025  |
| CALL-OFF INITIAL PERIOD:  |   | 12 Months  |

## CALL-OFF DELIVERABLES

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Type**  | **Product/Service Name**  | **Description**  | **Quantity**  | **Timing**  |
| XXXXX  | XXXXX | XXXXX XXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX | XXXXX | XXXXXX |
| XXXXX  | XXXXX | XXXXX XXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX |   | XXXXX |

## LOCATION FOR DELIVERY

1. XXXXXXXX

## DATES FOR DELIVERY

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Type**  | **Product/Service Name**  | **Description**  | **Quantity**  | **Timing**  |
| XXXXXXXX  | XXXXXXXX | XXXXX XXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX | XXXXXXXX | XXXXXXXX |
| XXXX | XXXXXXXX | XXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX |   | XXXXXXXX |

**TESTING OF DELIVERABLES**

N/A

**WARRANTY PERIOD**

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

## MAXIMUM LIABILITY

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

The estimated first (1) year charges used to calculate the limitation of liability for this CallOff are XXXXXXX

**CALL-OFF CHARGES**

## Sales Quotation

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXX

**XXXXXXXXXXXXXXXX Total ex. VAT £26,223.36 XXXXXXXXXXXXXXXXX**

**XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX**

**XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX**

**REIMBURSABLE EXPENSES**

N/A

### PAYMENT METHOD

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

**BUYER’S INVOICE ADDRESS:**

All invoices will be sent via Ariba.

### BUYER’S AUTHORISED REPRESENTATIVE

Name: XXXXXX

Role: address :XXXXXXXXXXXX

Email address: XXXXXXXXXXXXX

### BUYER’S ENVIRONMENTAL POLICY

XXXXXXXXXXXXXXXXXXXX

**BUYER’S SECURITY POLICY**

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

### SUPPLIER’S AUTHORISED REPRESENTATIVE

XXXXXXXXXXX

XXXXXXXXXX

XXXXXXXXXXXXXXX

### SUPPLIER’S CONTRACT MANAGER

XXXXXXXXXXX

XXXXXXXXXX

XXXXXXXXXXXXXXX

**PROGRESS REPORT FREQUENCY**

TBC

**PROGRESS MEETING FREQUENCY**

TBC

**KEY STAFF**

XXXXXXXXXX

**KEY SUBCONTRACTOR(S)**

TBC

**COMMERCIALLY SENSITIVE INFORMATION**

XXXXXXXXXX

**SERVICE CREDITS**

TBC

**ADDITIONAL INSURANCES**

TBC

**GUARANTEE**

TBC

### 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)]

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:**  | **For and on behalf of the Buyer:**  |
| Signature:  |  XXXXXXXXXXXXXX | Signature:  |  XXXXXXXX |
| Name:  |  XXXXXXXXXX  | Name:  | XXXXXXXXXX  |
| Role:  | XXXXXX  | Role:  |  XXXXXXX |
| Date:  | XXXXXXXX | Date:  | XXXXXXXX |



**Annex A**

#### AUTHORITY’S MANDATORY TERMS

1. For the avoidance of doubt, references to ‘the Agreement’ mean the attached Call-Off Contract between the Supplier and the Authority. References to ‘the Authority’ mean ‘the Buyer’ (the Commissioners for Her Majesty’s Revenue and Customs).
2. The Agreement incorporates the Authority’s mandatory terms set out in this Annex A to the framework schedule 6 order form.
3. In case of any ambiguity or conflict, the Authority’s mandatory terms in this Annex A to the framework schedule 6 order form will supersede any other terms in the Agreement.
4. For the avoidance of doubt, the relevant definitions for the purposes of the defined terms set out in the Authority’s mandatory terms in this Annex A to the framework schedule 6 order form are the definitions set out at Clause 1 of this Annex A to the framework schedule 6 order form .

#### 1. Definitions

 **“Affiliate”** 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 with, that body corporate from time to time;

**“Authority Data”** (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:

1. supplied to the Supplier by or on behalf of the Authority; and/or
2. which the Supplier is required to generate, process, store or transmit pursuant to this Agreement; or

(b) any Personal Data for which the Authority is the Controller, or any data derived from such Personal Data which has had any designatory data identifiers removed so that an individual cannot be identified;

|  |  |
| --- | --- |
| **“Charges”**  | the charges for the Services as specified in the framework schedule 6.  |
| **“Connected** **Company”**  | means, in relation to a company, entity or other person, the Affiliates of that company, entity or other person or any other person associated with such company, entity or other person;  |
| **“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;  |
| **“Controller”,** **“Processor”, “Data** **Subject”,**  | take the meaning given in the UK GDPR;  |
| **“Data Protection** **Legislation”**  | 1. "the data protection legislation" as defined in section 3(9) of the Data Protection Act 2018; and;
2. all applicable Law about the processing of personal data and privacy;
 |
| **“Key Subcontractor”**  | any Subcontractor: 1. which, in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or
2. with a Subcontract with a contract value which at the time of appointment exceeds (or would exceed if appointed) ten per cent (10%) of the aggregate Charges forecast to be payable under this Call-Off Contract;
 |
| **“Law”**  | any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;  |
| **“Personal Data”**  | has the meaning given in the UK GDPR;  |
| **“Purchase Order** **Number”**  | the Authority’s unique number relating to the supply of the Services;  |
| **“Services”**  | the services to be supplied by the Supplier to the Authority under the Agreement, including the provision of any Goods;  |
| **“Subcontract”**  | any contract or agreement (or proposed contract or agreement) between the Supplier (or a Subcontractor) and any third party whereby that third party agrees to provide to the Supplier (or the Subcontractor) all or any part of the Services, or facilities or services which are material for the provision of the Services, or any part thereof or necessary for the management, direction or control of the Services or any part thereof;  |

**“Subcontractor”** any third party with whom:

1. the Supplier enters into a Subcontract; or
2. a third party under (a) above enters into a Subcontract, or the servants or agents of that third party;

 **“Supplier Personnel”** all directors, officers, employees, agents, consultants and contractors of

the Supplier and/or of any Subcontractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;

|  |  |
| --- | --- |
| **“Supporting** **Documentation”**  | sufficient information in writing to enable the Authority to reasonably verify the accuracy of any invoice;  |
| **“Tax”**  | 1. all forms of tax whether direct or indirect;
2. national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;
3. 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
4. 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;  |
| **“Tax NonCompliance”**  | where an entity or person under consideration meets all 3 conditions contained in the relevant excerpt from HMRC’s “Test for Tax NonCompliance”, as set out in Annex 1, where:  |

1. the “Economic Operator” means the Supplier or any agent, supplier or Subcontractor of the Supplier requested to be replaced pursuant to Clause 4.3; and
2. any “Essential Subcontractor” means any Key Subcontractor;

**“UK GDPR”** the UK General Data Protection Regulation, the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);

 **“VAT”** value added tax as provided for in the Value Added Tax Act 1994.

#### 2. Payment and Recovery of Sums Due

**2.1 The Supplier shall invoice the Authority as specified in Claus payment method in framework schedule 6 of the Agreement. Without prejudice to the generality of the invoicing procedure specified in the Agreement, the Supplier shall procure a Purchase Order Number from the Authority prior to the commencement of any Services and the Supplier acknowledges and agrees that should it commence Services without a Purchase Order Number:**

#####  2.1.1 the Supplier does so at its own risk; and

**2.1.2 the Authority shall not be obliged to pay any invoice without a valid Purchase Order Number having been provided to the Supplier.**

**2.2** Each invoice and any Supporting Documentation required to be submitted in accordance with the invoicing procedure specified in the Agreement shall be submitted by the Supplier, as directed by the Authority from time to time via the Authority’s electronic transaction system.

**2.3** If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Authority from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Authority. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.

#### 3. Warranties

**3.1** The Supplier represents and warrants that:

**3.1.1** in the three years prior to the 15/01/2024 , it has been in full compliance with all applicable securities and Laws related to Tax in the United Kingdom and in the jurisdiction in which it is established;

 **3.1.2** it has notified the Authority in writing of any Tax Non-Compliance it is involved in; and

**3.1.3** no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier’s assets or revenue and the Supplier has notified the Authority of any profit warnings issued in respect of the Supplier in the three years prior to the 15/01/2024 .

**3.2** If at any time the Supplier becomes aware that a representation or warranty given by it under Clause

1. 1.1, 3.1.2 and/or 3.1.3 has been breached, is untrue, or is misleading, it shall immediately notify the Authority of the relevant occurrence in sufficient detail to enable the Authority to make an accurate assessment of the situation.

**3.3** In the event that the warranty given by the Supplier pursuant to Clause 3.1.2 is materially untrue, the Authority shall be entitled to terminate the Agreement pursuant to the Call-Off clause which provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause or equivalent clause).

#### 4. Promoting Tax Compliance

**4.1** All amounts stated are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice.

**4.2** To the extent applicable to the Supplier, the Supplier shall at all times comply with all Laws relating to Tax and with the equivalent legal provisions of the country in which the Supplier is established.

**4.3** The Supplier shall provide to the Authority the name and, as applicable, the Value Added Tax registration number, PAYE collection number and either the Corporation Tax or self-assessment reference of any agent, supplier or Subcontractor of the Supplier prior to the provision of any material

Services under the Agreement by that agent, supplier or Subcontractor. Upon a request by the Authority, the Supplier shall not contract, or will cease to contract, with any agent, supplier or Subcontractor supplying Services under the Agreement.

**4.4** If, at any point during the 12 months , there is Tax Non-Compliance, the Supplier shall:

 **4.4.1** notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and

 **4.4.2** promptly provide to the Authority:

1. details of the steps which the Supplier is taking to resolve the Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
2. such other information in relation to the Tax Non-Compliance as the Authority may reasonably require.
	1. The Supplier shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any Tax relating to payments made to the Supplier under this Agreement. Any amounts due under this Clause 4.5 shall be paid in cleared funds by the Supplier to the Authority not less than five (5) Working Days before the date upon which the Tax or other liability is payable by the Authority.
	2. Upon the Authority’s request, the Supplier shall provide (promptly or within such other period notified by the Authority) information which demonstrates how the Supplier complies with its Tax obligations.
	3. If the Supplier:
		1. fails to comply (or if the Authority receives information which demonstrates to it that the Supplier has failed to comply) with Clauses 4.2, 4.4.1 and/or 4.6 this may be a material breach of the Agreement;
		2. fails to comply (or if the Authority receives information which demonstrates to it that the Supplier has failed to comply) with a reasonable request by the Authority that it must not contract, or must cease to contract, with any agent, supplier or Subcontractor of the Supplier as required by Clause 4.3 on the grounds that the agent, supplier or Subcontractor of the Supplier is involved in Tax Non-Compliance this shall be a material breach of the Agreement; and/or
		3. fails to provide details of steps being taken and mitigating factors pursuant to Clause 4.4.2 which in the reasonable opinion of the Authority are acceptable this shall be a material breach of the Agreement;

and any such material breach shall allow the Authority to terminate the Agreement pursuant to the CallOff Clause which provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause or equivalent clause).

**4.8** The Authority may internally share any information which it receives under Clauses 4.3 to 4.4 (inclusive) and 4.6, for the purpose of the collection and management of revenue for which the Authority is responsible.

#### 5. Use of Off-shore Tax Structures

**5.1** Subject to the principles of non-discrimination against undertakings based either in member countries of the European Union or in signatory countries of the World Trade Organisation Agreement on Government Procurement, the Supplier shall not, and shall ensure that its Connected Companies, Key Subcontractors (and their respective Connected Companies) shall not, have or put in place (unless otherwise agreed with the Authority) any arrangements involving the use of off-shore companies or other off-shore entities the main purpose, or one of the main purposes, of which is to achieve a reduction in United Kingdom Tax of any description which would otherwise be payable by it or them on or in connection with the payments made by or on behalf of the Authority under or pursuant to this Agreement or (in the case of any Key Subcontractor and its Connected Companies) United Kingdom Tax which would be payable by it or them on or in connection with payments made by or on behalf of the Supplier under or pursuant to the applicable Key Subcontract (**“Prohibited Transactions”**). Prohibited Transactions shall not include transactions made between the Supplier and its Connected Companies or a Key Subcontractor and its Connected Companies on terms which are at arms-length and are entered into in the ordinary course of the transacting parties’ business.

**5.2** The Supplier shall notify the Authority in writing (with reasonable supporting detail) of any proposal for the Supplier or any of its Connected Companies, or for a Key Subcontractor (or any of its Connected Companies), to enter into any Prohibited Transaction. The Supplier shall notify the Authority within a reasonable time to allow the Authority to consider the proposed Prohibited Transaction before it is due to be put in place.

**5.3** In the event of a Prohibited Transaction being entered into in breach of Clause 5.1 above, or in the event that circumstances arise which may result in such a breach, the Supplier and/or the Key Subcontractor (as applicable) shall discuss the situation with the Authority and, in order to ensure future compliance with the requirements of Clauses 5.1 and 5.2, the Parties (and the Supplier shall procure that the Key Subcontractor, where applicable) shall agree (at no cost to the Authority) timely and appropriate changes to any such arrangements by the undertakings concerned, resolving the matter (if required) through the escalation process in the Agreement.

**5.4** Failure by the Supplier (or a Key Subcontractor) to comply with the obligations set out in Clauses 5.2 and 5.3 shall allow the Authority to terminate the Agreement pursuant to the Clause that provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause).

#### 6 Commissioners for Revenue and Customs Act 2005 and related Legislation

**6.1** The Supplier shall comply with and shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data comply with the obligations set out in Section 18 of the

Commissioners for Revenue and Customs Act 2005 (‘CRCA’) to maintain the confidentiality of Authority Data. Further, the Supplier acknowledges that (without prejudice to any other rights and remedies of the Authority) a breach of the aforesaid obligations may lead to a prosecution under Section 19 of CRCA.

**6.2** The Supplier shall comply with and shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data comply with the obligations set out in Section 123 of the Social Security Administration Act 1992, which may apply to the fulfilment of some or all of the Services. The Supplier acknowledges that (without prejudice to any other rights and remedies of the Authority) a breach of the Supplier’s obligations under Section 123 of the Social Security Administration Act 1992 may lead to a prosecution under that Act.

**6.3** The Supplier shall regularly (not less than once every six (6) months) remind all Supplier Personnel who will have access to, or are provided with, Authority Data in writing of the obligations upon Supplier Personnel set out in Clause 6.1 above. The Supplier shall monitor the compliance by Supplier Personnel with such obligations.

**6.4** The Supplier shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data sign (or have previously signed) a Confidentiality Declaration, in the form provided at Annex 2. The Supplier shall provide a copy of each such signed declaration to the Authority upon demand.

**6.5** In the event that the Supplier or the Supplier Personnel fail to comply with this Clause 6, the Authority reserves the right to terminate the Agreement with immediate effect pursuant to the clause that provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause).

**Annex 1**

#### Excerpt from HMRC’s “Test for Tax Non-Compliance”

*Condition one (An in-scope entity or person)*

1. There is a person or entity which is either: (“X”)

1. The Economic Operator or Essential Subcontractor (EOS)
2. Part of the same Group of companies of EOS. An entity will be treated as within the same Group of EOS where that entities’ financial statements would be required to be consolidated with those of EOS if prepared in accordance with *IFRS 10 Consolidated Financial Accounts[[1]](#footnote-1)*;
3. Any director, shareholder or other person (P) which exercises control over EOS. ‘Control’ means P can secure, through holding of shares or powers under articles of association or other document that EOS’s affairs are conducted in accordance with P’s wishes.

*Condition two (Arrangements involving evasion, abuse or tax avoidance)*

2. X has been engaged in one or more of the following:

1. Fraudulent evasion[[2]](#footnote-2);
2. Conduct caught by the General Anti-Abuse Rule[[3]](#footnote-3);
3. Conduct caught by the Halifax Abuse principle[[4]](#footnote-4);
4. Entered into arrangements caught by a DOTAS or VADR scheme[[5]](#footnote-5);
5. Conduct caught by a recognised ‘anti-avoidance rule’[[6]](#footnote-6) being a statutory provision which targets arrangements where either a main purpose, or an expected benefit, is to obtain a tax advantage or where the arrangement is not effected for commercial purposes. ‘Targeted Anti-Avoidance Rules’

(TAARs). It may be useful to confirm that the Diverted Profits Tax is a TAAR for these purposes;

1. Entered into an avoidance scheme identified by HMRC’s published Spotlights list[[7]](#footnote-7);
2. Engaged in conduct which falls under rules in other jurisdictions which are equivalent or similar to (a) to (f) above.

*Condition three (Arrangements are admitted, or subject to litigation/prosecution or identified in a published list (Spotlights))*

3. X’s activity in *Condition 2* is, where applicable, subject to dispute and/or litigation as follows:

1. In respect of (a), either X:
	1. Has accepted the terms of an offer made under a Contractual Disclosure Facility (CDF) pursuant to the Code of Practice 9 (COP9) procedure[[8]](#footnote-8); or,
	2. Has been charged with an offence of fraudulent evasion.
2. In respect of (b) to (e), once X has commenced the statutory appeal process by filing a Notice of Appeal and the appeal process is ongoing including where the appeal is stayed or listed behind a lead case (either formally or informally). NB Judicial reviews are not part of the statutory appeal process and no supplier would be excluded merely because they are applying for judicial review of an HMRC or HMT decision relating to tax or national insurance.
3. In respect of (b) to (e), during an HMRC enquiry, if it has been agreed between HMRC and X that there is a pause with the enquiry in order to await the outcome of related litigation.
4. In respect of (f) this condition is satisfied without any further steps being taken.
5. In respect of (g) the foreign equivalent to each of the corresponding steps set out above in (i) to (iii).

**For the avoidance of doubt, any reference in this Annex 1 to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time including any implementing or successor legislation.**

**Annex 2 Form**

#### CONFIDENTIALITY DECLARATION

CONTRACT REFERENCE: SR1754582896 and contract date 22/01/2024] (‘the Agreement’)

DECLARATION:

I solemnly declare that:

1. I am aware that the duty of confidentiality imposed by section 18 of the Commissioners for Revenue and Customs Act 2005 applies to Authority Data (as defined in the Agreement) that has been or will be provided to me in accordance with the Agreement.
2. I understand and acknowledge that under Section 19 of the Commissioners for Revenue and Customs Act 2005 it may be a criminal offence to disclose any Authority Data provided to me.

|  |
| --- |
| SIGNED: XXXXXXXXXX  |
| FULL NAME: XXXXXXXXXX  |
| POSITION: XXXXXXXXXX  |
| COMPANY: XXXXXXXXXX  |
| DATE OF SIGNATURE: XXXXXXXXXX  |

Joint Schedules:

# Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24

(Changing the Contract)

|  |  |
| --- | --- |
|  | **Contract Details**  |
| This variation is between:  |  | **[delete** | as applicable:CCS / Buyer**]** ("**CCS” “the Buyer"**) name of Supplier**]** (**"the Supplier"**)  |
| And **[insert**  |
| Contract name:  |  | **[insert**  | name of contract to be changed] **(“the Contract”)**  |
|  |
| Contract reference number:  |  | **[insert**  | contract reference number]  |
|  |
|  | **Details of Proposed Variation**  |
| Variation initiated by:  |  | **[delete** |  as applicable: CCS/Buyer/Supplier]  |
|  |
| Variation number:  |  | **[insert**  | variation number]  |
|  |
| Date variation is raised:  |  | **[insert**  | date]  |
|  |
| Proposed variation  |   |
| Reason for the variation:  |  | **[insert**  | reason]  |
|  |
| An Impact Assessment shall be provided within:  |  | **[insert**  | number] days  |
|  |
|  | **Impact of Variation**  |
| Likely impact of the proposed variation:  |  | **[Supplier to insert**  | assessment of impact]  |
|  |
|  | **Outcome of Variation**  |
| Contract variation:  | This Contract detailed above is varied as follows: ● **[CCS/Buyer to insert** original Clauses or Paragraphs to be varied and the changed clause]  |
| Financial variation:  | Original Contract Value:  | £  | **[insert**  | amount]  |
|  |
| Additional cost due to variation:  | £  | **[insert**  | amount]  |
|  |
| New Contract value:  | £  | **[insert**  | amount]  |
|  |

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

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

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

# Joint Schedule 3 (Insurance Requirements)

## 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.

## 3. What happens if you aren’t insured

3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

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

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

## 5. Making sure you are insured to the required amount

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

## 6. Cancelled Insurance

6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

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

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

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.

## ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following [standard] insurance cover from the Framework Start Date in accordance with this Schedule:

Professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (XXXXXXXXXX

* 1. ) – all Lots.

Public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (XXXXXXXXXX

* 1. ) – all Lots.

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 (XXXXXXXXXX

* 1. ) – all Lots.

Product liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (XXXXXXXXXX

* 1. ) – all Lots.

**4 product liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000) – all Lots**

Joint Schedule 4 (Commercially Sensitive Information) Crown Copyright 2018

# Joint Schedule 4 (Commercially Sensitive Information)

1. **What is the Commercially Sensitive Information?**
	1. In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
	2. 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).
	3. Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.**  | **Date**  | **Item(s)**  | **Duration of Confidentiality**  |
|  XXXXXXXXXX  | XXXXXXXXXX  | XXXXXXXXXX  | XXXXXXXXXX  |

1

# Joint Schedule 10 (Rectification Plan)



|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | 3.  |  | [date] |   |
|  |
| 4.  |  | [date] |   |
|  |
|  | […] |   |  | [date] |   |
|  |  |
|  Signed by the Supplier:  |   |  Date:  |   |
| **Review of Rectification Plan**  | [CCS/Buyer] |   |
|  |
| Outcome of review  |  | [Plan Accepted] [Plan Rejected] [Revised Plan |   |
| Requested]  |
| Reasons for Rejection (if applicable)  |  | [**add**  | reasons]  |
|  |
| Signed by  | [CCS/Buyer] |   |   | Date:  |   |
|  |

**Call-Off Schedule 5 (Pricing Details)**

Please see Sales Quotation in the Order Form Schedule 6

# Call-Off Schedule 9 (Security)

**Part A: Short 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 Security"  | 1. the occurrence of:
	1. any unauthorised access to or use of the 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
	2. 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 Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;
 |
| "Security Management Plan"  | 3 the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.  |

## 2. Complying with security requirements and updates to them

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 Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

2.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.

2.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.

2.5 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

## 3. Security Standards

3.1 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 security.

3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:

3.2.1 is in accordance with the Law and this Contract;

3.2.2 as a minimum demonstrates Good Industry Practice;

3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and

3.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.

3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 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.

3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

## 4. Security Management Plan

### 4.1 Introduction

4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

### 4.2 Content of the Security Management Plan

4.2.1 The Security Management Plan shall:

1. comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
2. identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
3. detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites 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. 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, 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;

1. 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 provision of the Goods and/or Services and shall 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

Contract;

1. set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
2. be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the

Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

### 4.3 Development of the Security Management Plan

4.3.1 Within twenty (20)Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.

4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of nonapproval from the Buyer and re-submit to the Buyer for Approval. The Parties will 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 its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer 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.

4.3.4 Approval by the Buyer of the Security Management Plan pursuant to

Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

### 4.4 Amendment of the Security Management Plan

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

1. emerging changes in Good Industry Practice;
2. any change or proposed change to the Deliverables and/or associated processes;
3. where necessary in accordance with paragraph 2.2, any change to the Security

Policy;

1. any new perceived or changed security threats; and
2. any reasonable change in requirements requested by the Buyer.

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

1. suggested improvements to the effectiveness of the Security Management Plan;
2. updates to the risk assessments; and
3. suggested improvements in measuring the effectiveness of controls.

4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.

4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the 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.

## 5. Security breach

5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:

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

1. minimise the extent of actual or potential harm caused by any Breach of Security;
2. remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of

Security or attempted Breach of Security;

1. prevent an equivalent breach in the future exploiting the same cause failure; and
2. as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

5.3 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 Security

Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

1. https://www.iasplus.com/en/standards/ifrs/ifrs10 [↑](#footnote-ref-1)
2. ‘Fraudulent evasion’ means any ‘UK tax evasion offence’ or ‘UK tax evasion facilitation offence’ as defined by section 52 of the Criminal Finances Act 2017 or a failure to prevent facilitation of tax evasion under section 45 of the same Act. [↑](#footnote-ref-2)
3. “General Anti-Abuse Rule” means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions [↑](#footnote-ref-3)
4. “Halifax Abuse Principle” means the principle explained in the CJEU Case C-255/02 Halifax and others [↑](#footnote-ref-4)
5. A Disclosure of Tax Avoidance Scheme (DOTAS) or VAT Disclosure Regime (VADR) scheme caught by rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Section 19 and Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Section 19 and Part 7 of the

Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992. [↑](#footnote-ref-5)
6. The full definition of ‘Anti-avoidance rule’ can be found at Paragraph 25(1) of Schedule 18 to the Finance Act 2016 and Condition 2 (a) above shall be construed accordingly. [↑](#footnote-ref-6)
7. Targeted list of tax avoidance schemes that HMRC believes are being used to avoid paying tax due and which are listed on the Spotlight website: https://www.gov.uk/government/collections/tax-avoidance-schemes-currently-in-thespotlight [↑](#footnote-ref-7)
8. The Code of Practice 9 (COP9) is an investigation of fraud procedure, where X agrees to make a complete and accurate disclosure of all their deliberate and non-deliberate conduct that has led to irregularities in their tax affairs following which HMRC will not pursue a criminal investigation into the conduct disclosed. [↑](#footnote-ref-8)