

Crown Commercial Service

Call Off Order Form and Call Off Terms for (Non) ICT Solutions (Goods and/or Services)

PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement RM3781 for the provision of Records Information Management Services (**Lot 4**), dated 23 December 2016.

The Supplier agrees to supply the Goods and/or Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Call Off Order Form and the Call Off Terms.

Order Number	RM3781-2018-10043544
From	HEALTH & SAFETY EXECUTIVE , 5N.2 Redgrave Court, Merton Road, Bootle, L20 7HS (" CUSTOMER ") Customer Representative: Name: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
To	IRON MOUNTAIN (UK) PLC , Third Floor Cottons Centre, Tooley Street, London SE1 2TT (" SUPPLIER ") [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 23rd July 2018
1.2.	Expiry Date: End date of Initial Period 22nd July 2025 End date of Extension Period: N/A Minimum written notice to Supplier in respect of extension: 3 months

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2. GOODS AND/OR SERVICES

2.1	Goods and/or Services required: In Call Off Schedule 2 (Goods and/or Services), comprising: <ul style="list-style-type: none"> Service Line 1 - Off-Site Records Information Management Service (full End to End Service).
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3. IMPLEMENTATION PLAN

3.1.	Implementation Plan: The Supplier shall provide the Customer with a draft Implementation Plan for Approval within 30 Working Days from the Call Off Commencement Date
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4. CONTRACT PERFORMANCE

4.1.	Standards and Quality: In Clause 11 of the Call Off Terms
4.2	Service Levels/Service Credits: Not applied Customer periodic reviews of Service Levels (Clause 13.7.1 of the Call Off Terms): Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: In Part B of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)
4.5	Period for providing Rectification Plan: The period of ten (10) Working Days in Clause 38.2.1(a) shall be amended to twenty (20) Working Days.
4.6	Supplier Software, Customer Software and Third Party Software SafeKeeperPlus (SKP) and IM Connect will be used as the Supplier Software The licence granted by the Supplier in respect of Supplier Background IPR under clause 33.3 of the Call-Off Terms shall be granted for the duration of the Call Off Contract Period and expire on the Call Off Expiry Date. Clause 33.8.2 shall not apply.

5. PERSONNEL

5.1	Key Personnel: Not applied
5.2	Relevant Convictions (Clause 27.2 of the Call Off Terms): Not applied

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
6.3	Reimbursable Expenses: Permitted
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Health & Safety Executive, 5N.2 Redgrave Court, Merton Road, Bootle, L20 7HS
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Two (2) Contract Years from the Framework Commencement Date
6.6	Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: 1 December of each Call Off Contract Year during the Call off Contract Period
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Permitted in accordance with Schedule 3 (Call Off Contract Charges, Payment and Invoicing)

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £691,755
7.2	Supplier's limitation of Liability (Clause 36.2.1 of the Call Off Terms); The wording " <i>ten million pounds (£10,000,000) or a sum equal to one hundred and fifty per cent (150%)</i> " in Clause 36.2.1(b)(i) shall be amended to: " <i>five hundred thousand pounds (£500,000) in each such Call Off Contract Year or a sum equal to</i>

	<p><i>one hundred and fifty percent (150%)”.</i></p> <p>The wording <i>"ten million pounds (£10,000,000) in each such Call Off Contract Year or a sum equal to one hundred and fifty percent (150%)"</i> in Clause 36.2.1(b)(ii) shall be amended to <i>"five hundred thousand pounds (£500,000) in each such Call Off Contract Year or a sum equal to one hundred and fifty percent (150%)"</i>.</p> <p>The wording <i>"ten million pounds (£10,000,000) in each such Call Off Contract Year or a sum equal to one hundred and fifty percent (150%)"</i> in Clause 36.2.1(b)(iii) shall be amended to <i>"five hundred thousand pounds (£500,000) in each such Call Off Contract Year or a sum equal to one hundred and fifty percent (150%)"</i>.</p> <p>The Customer acknowledges that knowledge by the Supplier of the contents of the records and other items it deposits with or provides to the Supplier for storage and/or destruction (the "Articles") is limited to the physical existence of each carton or other container of Articles received by Supplier at the Customer's request, and further that the Supplier has taken no steps (nor is it required) to verify the existence of, or the nature, content, value, or meaning of the Articles.</p> <p>The Customer further acknowledges that whilst the Supplier has a general insurance policy which will provide it with cover up to the maximum of the liabilities mentioned in this agreement, Supplier is unable to (and will not) purchase insurance for the replacement value of such Articles or the consequences of any loss of or damage to such Articles.</p> <p>Accordingly the Supplier's liability in the case of loss or damage to the Articles shall be limited to no more than one pound (£1) per carton, linear foot of open-shelf files, container or other hard-copy storage unit and the Supplier shall not be liable in case of loss, destruction, or damage of/to the Articles to the extent that Articles are in the Customer's possession or have been transferred to or collected by a third party carrier or other service provider appointed by the Customer or at the Customer's direction.</p>
7.3	<p>Insurance (Clause 37.3 of the Call Off Terms):</p> <p>Not applied.</p>

8. TERMINATION AND EXIT

8.1	<p>Termination on material Default (Clause 41.2.1(c) of the Call Off Terms):</p> <p>In Clause 41.2.1(c) of the Call Off Terms.</p>
8.2	<p>Termination without cause notice period (Clause 41.7.1 of the Call Off Terms):</p> <p>The period of thirty (30) Working Days in Clause 41.7.1 shall be amended to three (3) Months.</p>
8.3	<p>Undisputed Sums Limit:</p> <p>In Clause 42.1.1 of the Call Off Terms.</p>
8.4	<p>Exit Management:</p> <p>In Call Off Schedule 9 (Exit Management).</p>

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applied.
9.2	Commercially Sensitive Information: In Schedule 17 (Commercially Sensitive Information) of the Framework Agreement.
9.3	Maintenance of the ICT Environment Not applied.

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 09/01/2018 Recital D - date of receipt of Call Off Tender: 21/03/2018
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements
10.4	ICT Policy: Not applied
10.5	Testing: Not applied
10.6	Business Continuity & Disaster Recovery: In Call Off Schedule 8 (Business Continuity and Disaster Recovery) Disaster Period: For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be 30 Working Days.
10.7	Failure of Supplier Equipment (Clause 32.8 of the call off Terms): Not applied
10.8	Protection of Customer Data (Clause 34.3.3 of the Call Off Terms): .csv file
10.9	Notices (Clause 55.6 of the Call Off Terms): Customer's postal address and email address: <ul style="list-style-type: none"> Health & Safety Executive, 5N.2 Redgrave Court, Merton Road, Bootle, L20 7HS paul.robinson@hse.gov.uk Supplier's postal address and email address:

	<ul style="list-style-type: none"> • The Company Secretary, Third Floor Cottons Centre, Tooley Street, London SE1 2TT • UKLegal.Department@ironmountain.co.uk, copied to: emugridge@ironmountain.co.uk
10.10	Transparency Reports Not required.
10.11	<p>Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14):</p> <p>10.11.1 Customer's Responsibilities</p> <p>The Customer warrants and undertakes that:</p> <p>(i) it is the owner or legal custodian of the records and other items it deposits with or provides to the Supplier for storage and/or destruction (the "Articles"), and has all necessary authority to deposit the Articles and request that they be disposed of in accordance with the terms of the Agreement. The Customer shall indemnify the Supplier against all claims, demands, actions, costs, expenses, losses and damages arising from or incurred by reason of any infringement or alleged infringement (including but not limited to the defence of such alleged infringement) of any rights of any third party in connection with the provision or receipt of the services or the use or possession of any Articles or in rectifying any conflict relating to property rights, custody, or disposal of such Articles;</p> <p>(ii) (where required) it will allow the Supplier reasonable access to the Customer's Sites for the purposes of providing the Services and it will ensure the safety and security of the Customer Sites where the Supplier Personnel will operate and further warrants that all Customer Sites, at which the Supplier Personnel will provide or deliver the Services, contain no dangerous substance and present no risk to the Supplier Personnel or their property. Or to any Supplier Equipment;</p> <p>(iii) it will not deposit with the Supplier any items other than hard copy records or non-paper media (e.g. tapes and CDs) and in particular (without limitation to the foregoing) will not under any circumstances deposit any flammable materials, explosives, toxic products, or other dangerous or risky products or materials, nor securities, jewellery, tickets or cheque stock, shares, literary or artistic manuscripts, rare or precious books, or other objects of intrinsic market value;</p> <p>(iv) it will not deposit with the Supplier or handle therein any substance or product covered by applicable regulations relating to the environment, other hazardous products or any item the possession of which is illegal;</p> <p>(v) it will pay the Charges, in accordance with paragraph 6 above and Schedule 3 (Call-Off Contract Charges, Payment and Invoicing) of the Call Off Terms, in case of a request for retrieve, search, or return that is (on the part of the Customer) erroneous, fruitless, or cancelled by the Customer after work has commenced;</p> <p>(vi) it will indemnify and hold the Supplier harmless of any liability to the Customer or any third party in case of destruction of the Articles at the written instructions of the Customer;</p> <p>(vii) provide the Supplier with all necessary information to the extent required</p>

	<p>for the provision of the Services; and</p> <p>(viii) in respect of its use of the Supplier Systems it will:</p> <ul style="list-style-type: none"> • keep the authorised users under review and provide an up-to-date list of authorised users to the Supplier regularly and upon request; • where user names and/or passwords are issued to any authorised users, take all reasonable steps to safeguard, protect and prevent unauthorised use of such user names, passwords or both; • use, as applicable, the Supplier Systems only in relation to the Services during the term of receiving such Services and in accordance with any applicable terms of use issued or made available by the Supplier from time to time; • be responsible for making all arrangements necessary for the Customer to have access to the Supplier Systems; • be responsible for ensuring that all authorised users who access the Supplier Systems through an internet connection are aware of the Supplier Systems terms of use (if any), and procure that they comply with them; • not attempt to reverse engineer, decompile, disassemble, or attempt to derive the source code of any part of the Supplier Systems except to the extent and in the circumstances permitted by law; • not misuse the Supplier Systems including but not limited to knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful; • not and will procure that the authorised users shall not attempt to gain unauthorised access to the Supplier Systems, the server on which the Supplier Systems are stored or any server, computer or database connected to the Supplier Systems. <p>10.11.2 Use of Sub-Contractors</p> <p>In accordance with clause 29.1 (Appointment of Sub-Contractors) of the Call-Off Terms, and (for the avoidance of doubt) in addition to the Key Sub-Contractors listed in Framework Schedule 7 (Key Sub-Contractors), the Customer hereby consents to the Supplier using the following sub-contractors in the provision of the Services:</p> <ul style="list-style-type: none"> • City Sprint • E-courier • Supplier Affiliates and group companies <p>10.11.3 Staff Transfer</p> <p>The Parties agree that the commencement of the provision of the Services shall result in a Relevant Transfer in relation to the Transferring Former Supplier Employees and accordingly, Part B of Call Off Schedule 10 (Staff Transfer) shall apply.</p> <p>10.11.4 Data Export</p> <p>The Supplier wishes to transfer account management and inventory information held on the Supplier Systems to its Parent Company (Iron Mountain Inc.) and group Affiliates in the USA for the purposes of back-up and administration; and to</p>
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	<p>its IT helpdesk provider. Such information may include some Personal Data but will not include the Articles themselves or any of the information contained within them. Adequate levels of protection and adequate safeguards (in accordance with the Data Protection Legislation) will be ensured as follows:</p> <p>(i) transfers to the Supplier's Parent Company and group Affiliates in the USA will be made under the Privacy Shield Framework. The Supplier's current Privacy Shield certification can be confirmed at: https://www.privacyshield.gov/participant?id=a2zt0000000013pAAA; and</p> <p>(ii) transfers made to the Supplier's IT helpdesk provider will be made subject to the model clauses approved by the European Commission as offering adequate safeguards under the Data Protection Legislation.</p> <p>Accordingly, and as a Variation to the provisions set out in clause 34.7.3 of the Call-Off Terms, the Customer hereby agrees and consents to such transfers and the Parties have agreed to dispense with the need to complete a separate Variation Form in this regard.</p> <p>10.11.5 Cyber Essentials Scheme</p> <p>The Parties agree that the provisions of clause 9 (Cyber Essentials Scheme Condition) of the Framework Agreement shall not apply to Services provided under this Call-Off Agreement.</p>
10.12	<p>Call Off Tender:</p> <p>In Schedule 15 (Call Off Tender)</p>
10.13	<p>Training</p> <p>Basic training and guidance on how to use the Supplier Systems and follow the Supplier's processes will be provided on an ad hoc basis (as required). Helpdesk support will also be available.</p>

FORMATION OF CALL OFF CONTRACT

BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Goods and/or Services in accordance with the terms set out in the Call Off Order Form and the Call Off Terms.

The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.

For and on behalf of the Supplier:

Name and Title	
Signature	
Date	

For and on behalf of the Customer:

Name and Title	
Signature	
Date	

[Call-Off Terms to be attached.]

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PART 2 – CALL OFF TERMS

TERMS AND CONDITIONS

RECITALS

- A. Where recital A has been selected in the Call Off Order Form, the Customer has followed the call off procedure set out in paragraph 1.2 of Framework Schedule 5 (Call Off Procedure) and has awarded this Call Off Contract to the Supplier by way of direct award.
- B. Where recitals B to E have been selected in the Call Off Order Form, the Customer has followed the call off procedure set out in paragraph 1.3 of Framework Schedule 5 (Call Off Procedure) and has awarded this Call Off Contract to the Supplier by way of further competition.
- C. The Customer issued its Statement of Requirements for the provision of the Goods and/or Services on the date specified at paragraph 10.1 of the Call Off Order Form.
- D. In response to the Statement of Requirements the Supplier submitted a Call Off Tender to the Customer on the date specified at paragraph 10.1 of the Call Off Order form through which it provided to the Customer its solution for providing the Goods and/or Services.
- E. On the basis of the Call Off Tender, the Customer selected the Supplier to provide the Goods and/or Services to the Customer in accordance with the terms of this Call Off Contract.

A. PRELIMINARIES

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Call Off Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in Call Off Schedule 1 (Definitions) or the relevant Call Off Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in Call Off Schedule 1 (Definitions) or relevant Call Off Schedule, it shall have the meaning given to it in the Framework Agreement. If no meaning is given to it in the Framework Agreement, 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 this Call Off Contract, unless the context otherwise requires:
 - 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be

- construed as if they were immediately followed by the words "**without limitation**";
- 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under this Call Off Contract;
 - 1.3.8 references to "**Clauses**" and "**Call Off Schedules**" are, unless otherwise provided, references to the clauses and schedules of this Call Off Contract and references in any Call Off Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Call Off Schedule in which these references appear; and
 - 1.3.9 the headings in this Call Off Contract are for ease of reference only and shall not affect the interpretation or construction of this Call Off Contract.
- 1.4 Subject to Clauses 1.5 and 1.6 (Definitions and Interpretation), in the event of and only to the extent of any conflict between the Call Off Order Form, the Call Off Terms and the provisions of the Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:
- 1.4.1 the Framework Agreement, except Framework Schedule 21 (Tender);
 - 1.4.2 the Call Off Order Form;
 - 1.4.3 the Call Off Terms, except Call Off Schedule 15 (Call Off Tender);
 - 1.4.4 Call Off Schedule 15 (Call Off Tender); and
 - 1.4.5 Framework Schedule 21 (Tender).
- 1.5 Any permitted changes by the Customer to the Template Call Off Terms and the Template Call Off Order Form under Clause 5 (Call Off Procedure) of the Framework Agreement and Framework Schedule 5 (Call Off Procedure) prior to them becoming the Call Off Terms and the Call Off Order Form which comprise this Call Off Contract shall prevail over the Framework Agreement.
- 1.6 Where Call Off Schedule 15 (Call Off Tender) or Framework Schedule 21 (Tender) contain provisions which are more favourable to the Customer in relation to (the rest of) this Call Off Contract, such provisions of the Call Off Tender or the Tender shall prevail. The Customer shall in its absolute and sole discretion determine whether any provision in the Call Off Tender or Tender is more favourable to it in this context.

2. DUE DILIGENCE

- 2.1 The Supplier acknowledges that:
- 2.1.1 the Customer has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this Call Off Contract;
 - 2.1.2 it has made its own enquiries to satisfy itself as to the accuracy and adequacy of the Due Diligence Information;

- 2.1.3 it has raised all relevant due diligence questions with the Customer before the Call Off Commencement Date;
- 2.1.4 it has satisfied itself of all relevant details, including but not limited to, details relating to the following;
 - (a) suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Call Off Commencement Date) future Operating Environment;
 - (b) operating processes and procedures and the working methods of the Customer;
 - (c) ownership, functionality, capacity, condition and suitability for use in the provision of the Goods and/or Services of the Customer Assets; and
 - (d) existing contracts (including any licences, support, maintenance and other agreements relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Call Off Contract and/or which the Supplier will require the benefit of for the provision of the Goods and/or Services;
- 2.1.5 it has advised the Customer in writing of:
 - (a) each aspect, if any, of the Operating Environment that is not suitable for the provision of the Goods and/or Services;
 - (b) the actions needed to remedy each such unsuitable aspect; and
 - (c) a timetable for and the costs of those actions;
- 2.1.6 it has undertaken all necessary due diligence and has entered into this Call Off Contract in reliance on its own due diligence alone; and
- 2.1.7 it shall not be excused from the performance of any of its obligations under this Call Off Contract on the grounds of, nor shall the Supplier be entitled to recover any additional costs or charges, arising as a result of any:
 - (a) unsuitable aspects of the Operating Environment;
 - (b) misinterpretation of the requirements of the Customer in the Call Off Order Form or elsewhere in this Call Off Contract;
 - (c) failure by the Supplier to satisfy itself as to the accuracy and/or adequacy of the Due Diligence Information; and/or
 - (d) failure by the Supplier to undertake its own due diligence.

3. REPRESENTATIONS AND WARRANTIES

- 3.1 Each Party represents and warranties that:
 - 3.1.1 it has full capacity and authority to enter into and to perform this Call Off Contract;
 - 3.1.2 this Call Off Contract is executed by its duly authorised representative;
 - 3.1.3 there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it (or, in the case of the Supplier, any

of its Affiliates) that might affect its ability to perform its obligations under this Call Off Contract; and

- 3.1.4 its obligations under this Call Off Contract constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable (as the case may be for each Party) bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or Law).

3.2 The Supplier represents and warrants that:

- 3.2.1 it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
- 3.2.2 it has all necessary consents (including, where its procedures so require, the consent of its Parent Company) and regulatory approvals to enter into this Call Off Contract;
- 3.2.3 its execution, delivery and performance of its obligations under this Call Off Contract does not and will not constitute a breach of any Law or obligation applicable to it and does not and will not cause or result in a Default under any agreement by which it is bound;
- 3.2.4 as at the Call Off Commencement Date, all written statements and representations in any written submissions made by the Supplier as part of the procurement process, its Tender, Call Off Tender and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Call Off Contract;
- 3.2.5 if the Call Off Contract Charges payable under this Call Off Contract exceed or are likely to exceed five (5) million pounds, as at the Call Off Commencement Date it has notified the Customer in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in connection with any Occasions of Tax Non Compliance;
- 3.2.6 it has and shall continue to have all necessary rights in and to the Licensed Software, the Third Party IPR, the Supplier Background IPRs and any other materials made available by the Supplier (and/or any Sub-Contractor) to the Customer which are necessary for the performance of the Supplier's obligations under this Call Off Contract including the receipt of the Goods and/or Services by the Customer;
- 3.2.7 it shall take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive elements (including any virus, worms and/or Trojans, spyware or other malware) into systems, data, software or the Customer's Confidential Information (held in electronic form) owned by or under the control of, or used by, the Customer;
- 3.2.8 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Call Off Contract;
- 3.2.9 it is not affected by an Insolvency Event and 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

3.2.10 for the Call Off Contract Period and for a period of twelve (12) months after the termination or expiry of this Call Off Contract, the Supplier shall not employ or offer employment to any staff of the Customer which have been associated with the provision of the Goods and/or Services without Approval or the prior written consent of the Customer which shall not be unreasonably withheld.

3.3 Each of the representations and warranties set out in Clauses 3.1 and 3.2 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any undertaking in this Call Off Contract.

3.4 If at any time a Party becomes aware that a representation or warranty given by it under Clauses 3.1 and 3.2 has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.

3.5 For the avoidance of doubt, the fact that any provision within this Call Off Contract is expressed as a warranty shall not preclude any right of termination the Customer may have in respect of breach of that provision by the Supplier which constitutes a material Default.

4. CALL OFF GUARANTEE

4.1 Where the Customer has stipulated in the Call Off Order Form that this Call Off Contract shall be conditional upon receipt of a Call Off Guarantee, then, on or prior to the Call Off Commencement Date or on any other date specified by the Customer, the Supplier shall deliver to the Customer:

4.1.1 an executed Call Off Guarantee from a Call Off Guarantor; and

4.1.2 a certified copy extract of the board minutes and/or resolution of the Call Off Guarantor approving the execution of the Call Off Guarantee.

4.2 The Customer may in its sole discretion at any time agree to waive compliance with the requirement in Clause 4.1 by giving the Supplier notice in writing.

B. DURATION OF CALL OFF CONTRACT

5. CALL OFF CONTRACT PERIOD

5.1 This Call Off Contract shall take effect on the Call Off Commencement Date and the term of this Call Off Contract shall be the Call Off Contract Period.

5.2 Where the Customer has specified a Call Off Extension Period in the Call Off Order Form, the Customer may extend this Call Off Contract for the Call Off Extension Period by providing written notice to the Supplier before the end of the Initial Call Off Period. The minimum period for the written notice shall be as specified in the Call Off Order Form.

C. CALL OFF CONTRACT PERFORMANCE

6. IMPLEMENTATION PLAN

6.1 Formation of Implementation Plan

- 6.1.1 Where an Implementation Plan has not been agreed and included in Call Off Schedule 4 (Implementation Plan) on the Call Off Commencement Date, but the Customer has specified in the Call Off Order Form that the Supplier shall provide a draft Implementation Plan prior to the commencement of the provision of the Goods and/or Services, the Supplier's draft must contain information at the level of detail necessary to manage the implementation stage effectively and as the Customer may require. The draft Implementation Plan shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 6.1.2 The Supplier shall submit the draft Implementation Plan to the Customer for Approval (such decision of the Customer to Approve or not shall not be unreasonably delayed or withheld) within such period as specified by the Customer in the Call Off Order Form.
- 6.1.3 The Supplier shall perform each of the Deliverables identified in the Implementation Plan by the applicable date assigned to that Deliverable in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.
- 6.1.4 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and any other requirements of the Customer as set out in this Call Off Contract and report to the Customer on such performance.

6.2 Control of Implementation Plan

- 6.2.1 Subject to Clause 6.2.2, the Supplier shall keep the Implementation Plan under review in accordance with the Customer's instructions and ensure that it is maintained and updated on a regular basis as may be necessary to reflect the then current state of the provision of the Goods and/or Services. The Customer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 6.2.2 Changes to the Milestones (if any), Milestone Payments (if any) and Delay Payments (if any) shall only be made in accordance with the Variation Procedure and provided that the Supplier shall not attempt to postpone any of the Milestones using the Variation Procedure or otherwise (except in the event of a Customer Cause which affects the Supplier's ability to achieve a Milestone by the relevant Milestone Date).
- 6.2.3 Where so specified by the Customer in the Implementation Plan or elsewhere in this Call Off Contract, time in relation to compliance with a date, Milestone Date or period shall be of the essence and failure of the Supplier to comply with such date, Milestone Date or period shall be a material Default unless the Parties expressly agree otherwise.

6.3 Rectification of Delay in Implementation

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

- (ii) include in its notification an explanation of the actual or anticipated impact of the Delay;
 - (iii) comply with the Customer's instructions in order to address the impact of the Delay or anticipated Delay; and
 - (iv) use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay; and
- (b) if the Delay or anticipated Delay relates to a Milestone in respect which a Delay Payment has been specified in the Implementation Plan, Clause 6.4 (Delay Payments) shall apply.

6.4 Delay Payments

6.4.1 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 Customer such Delay Payments (calculated as set out by the Customer in the Implementation Plan) and the following provisions shall apply:

- (a) 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 Customer as a result of the Supplier's failure to Achieve the corresponding Milestone;
- (b) Delay Payments shall be the Customer's exclusive financial remedy for the Supplier's failure to Achieve a corresponding Milestone by its Milestone Date except where:
 - (i) the Customer is otherwise entitled to or does terminate this Call Off Contract pursuant to Clause 41 (Customer Termination Rights) except Clause 41.7 (Termination Without Cause); or
 - (ii) the delay exceeds the number of days (the "**Delay Period Limit**") specified in Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel) for the purposes of this sub-Clause, commencing on the relevant Milestone Date;
- (c) the Delay Payments will accrue on a daily basis from the relevant Milestone Date and shall continue to accrue until the date when the Milestone is Achieved (unless otherwise specified by the Customer in the Implementation Plan);
- (d) no payment or concession to the Supplier by the Customer or other act or omission of the Customer shall in any way affect the rights of the Customer to recover the Delay Payments or be deemed to be a waiver of the right of the Customer to recover any such damages unless such waiver complies with Clause 48 (Waiver and Cumulative Remedies) and refers specifically to a waiver of the Customer's rights to claim Delay Payments; and
- (e) the Supplier waives absolutely any entitlement to challenge the enforceability in whole or in part of this Clause 6.4.1 and Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 36 (Liability).

7. GOODS AND/OR SERVICES

7.1 Provision of the Goods and/or Services

- 7.1.1 The Supplier acknowledges and agrees that the Customer relies on the skill and judgment of the Supplier in the provision of the Goods and/or Services and the performance of its obligations under this Call Off Contract.
- 7.1.2 The Supplier shall ensure that the Goods and/or Services:
 - (a) comply in all respects with the description of the Goods and/or Services in Call Off Schedule 2 (Goods and/or Services) or elsewhere in this Call Off Contract; and
 - (b) are supplied in accordance with the provisions of this Call Off Contract (including the Call Off Tender) and the Tender.
- 7.1.3 The Supplier shall perform its obligations under this Call Off Contract in accordance with:
 - (a) all applicable Law;
 - (b) Good Industry Practice;
 - (c) the Standards;
 - (d) the Security Policy;
 - (e) the Quality Plans;
 - (f) the ICT Policy (if so required by the Customer); and
 - (g) the Supplier's own established procedures and practices to the extent the same do not conflict with the requirements of Clauses 7.1.3(a) to 7.1.3(e).
- 7.1.4 The Supplier shall:
 - (a) at all times allocate sufficient resources with the appropriate technical expertise to supply the Deliverables and to provide the Goods and/or Services in accordance with this Call Off Contract;
 - (b) subject to Clause 22.1 (Variation Procedure), obtain, and maintain throughout the duration of this Call Off Contract, all the consents, approvals, licences and permissions (statutory, regulatory contractual or otherwise) it may require and which are necessary for the provision of the Goods and/or Services;
 - (c) ensure that the release of any new Supplier Software or upgrade to any Supplier Software complies with the interface requirements of the Customer;
 - (d) ensure that all Software including Upgrades, Updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
 - (e) ensure that any products /or services recommended or otherwise specified by the Supplier for use by the Customer in conjunction with the Deliverables and/or the Goods

and/or the Services shall enable the Deliverables and/or the Goods and/or Services to meet the requirements of the Customer;

- (f) ensure that the Supplier System and Supplier Assets will be free of all encumbrances (except as agreed in writing with the Customer) and will be Euro Compliant; and);
- (g) ensure that the Goods and/or Services are fully compatible with any Customer Software, Customer System, Customer Property or Customer Assets described in Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel) (or elsewhere in this Call Off Contract) or otherwise used by the Supplier in connection with this Call Off Contract;
- (h) minimise any disruption to the Sites Services, the ICT Environment and/or the Customer's operations when providing the Goods and/or Services;
- (i) ensure that any Documentation and training provided by the Supplier to the Customer are comprehensive, accurate and prepared in accordance with Good Industry Practice;
- (j) co-operate with the Other Suppliers and provide reasonable information (including any Documentation), advice and assistance in connection with the Goods and/or Services to any Other Supplier to enable such Other Supplier to create and maintain technical or organisational interfaces with the Services and, on the Call Off Expiry Date for any reason, to enable the timely transition of the supply of the Goods and/or Services (or any of them) to the Customer and/or to any Replacement Supplier;
- (k) assign to the Customer, or if it is unable to do so, shall (to the extent it is legally able to do so) hold on trust for the sole benefit of the Customer, all warranties and indemnities provided by third parties or any Sub-Contractor in respect of any Deliverables and/or the Goods and/or Services. Where any such warranties are held on trust, the Supplier shall enforce such warranties in accordance with any reasonable directions that the Customer may notify from time to time to the Supplier;
- (l) provide the Customer with such assistance as the Customer may reasonably require during the Call Off Contract Period in respect of the supply of the Goods and/or Services;
- (m) deliver the Goods and/or Services in a proportionate and efficient manner;
- (n) ensure that neither it, nor any of its Affiliates, embarrasses the Customer or otherwise brings the Customer into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Customer, regardless of whether or not such act or omission is related to the Supplier's obligations under this Call Off Contract; and

(o) gather, collate and provide such information and co-operation as the Customer may reasonably request for the purposes of ascertaining the Supplier's compliance with its obligations under this Call Off Contract.

(p) provide training to the Customer's personnel in accordance with paragraph 10.13 of the Call Off Order Form (if any) in respect of the use and maintenance of the Goods and, unless otherwise indicated in the Order Form, the Charges shall include all costs of training including the cost of instruction of the Customer's personnel in the use and maintenance of the Goods, such instruction to be in accordance with the specification for training set out in Schedule 2 of the Framework Agreement or as otherwise set out in the Order Form.

7.1.5 An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that all Sub-Contractors and Supplier Personnel also do, or refrain from doing, such act or thing.

8. SERVICES

8.1 General application

8.1.1 This Clause 8 shall apply if any Services have been included in Annex 1 of Call Off Schedule 2 (Goods and/or Services).

8.2 Time of Delivery of the Services

8.2.1 The Supplier shall provide the Services on the date(s) specified in the Call Off Order Form (or elsewhere in this Call Off Contract) and the Milestone Dates (if any).

8.3 Location and Manner of Delivery of the Services

8.3.1 Except where otherwise provided in this Call Off Contract, the Supplier shall provide the Services to the Customer through the Supplier Personnel at the Sites.

8.3.2 The Customer may inspect and examine the manner in which the Supplier provides the Services at the Sites and, if the Sites are not the Customer Premises, the Customer may carry out such inspection and examination during normal business hours and on reasonable notice.

8.4 Undelivered Services

8.4.1 In the event that any of the Services are not Delivered in accordance with Clauses 7.1 (Provision of the Goods and/or Services), 8.2 (Time of Delivery of the Services) and 8.3 (Location and Manner of Delivery of the Services) ("**Undelivered Services**"), the Customer, without prejudice to any other rights and remedies of the Customer howsoever arising, shall be entitled to withhold payment of the applicable Call Off Contract Charges for the Services that were not so Delivered until such time as the Undelivered Services are Delivered.

8.4.2 The Customer may, at its discretion and without prejudice to any other rights and remedies of the Customer howsoever arising, deem the failure to comply with Clauses 7.1, (Provision of the Goods and/or Services), 8.2

(Time of Delivery of the Services) and 8.3 (Location and Manner of Delivery of the Services) and meet the relevant Milestone Date (if any) to be a material Default.

8.5 Specially Written Software warranty

8.5.1 The Supplier warrants to the Customer that all components of the Specially Written Software shall:

- (a) be free from material design and programming errors;
- (b) perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 2 (Goods and Services) and Documentation; and
- (c) not infringe any Intellectual Property Rights.

8.6 Obligation to Remedy of Default in the Supply of the Services

8.6.1 Subject to Clause 33.9 (IPR Indemnity) and without prejudice to any other rights and remedies of the Customer howsoever arising (including under Clause 8.4 (Undelivered Services) and 38 (Customer Remedies for Default)), the Supplier shall, where practicable:

- (a) remedy any breach of its obligations in Clause 7 and 8 within three (3) Working Days of becoming aware of the relevant Default or being notified of the Default by the Customer or within such other time period as may be agreed with the Customer (taking into account the nature of the breach that has occurred); and
- (b) meet all the costs of, and incidental to, the performance of such remedial work.

8.7 Continuing Obligation to Provide the Services

8.7.1 The Supplier shall continue to perform all of its obligations under this Call Off Contract and shall not suspend the provision of the Services, notwithstanding:

- (a) any withholding or deduction by the Customer of any sum due to the Supplier pursuant to the exercise of a right of the Customer to such withholding or deduction under this Call Off Contract;

(b) the existence of an unresolved Dispute; and/or

- (c) any failure by the Customer to pay any Call Off Contract Charges,

unless the Supplier is entitled to terminate this Call Off Contract under Clause 42.1 (Termination on Customer Cause for Failure to Pay) for failure by the Customer to pay undisputed Call Off Contract Charges.

9. GOODS

9.1 General application

9.1.1 This Clause 9 shall apply if any Goods have been included in Annex 2 of Call Off Schedule 2 (Goods and/or Services).

9.2 Time of Delivery of the Goods

- 9.2.1 The Supplier shall provide the Goods on the date(s) specified in the Call Off Order Form (or elsewhere in this Call Off Contract) and the Milestone Dates (if any) which shall not exceed twenty one (21) calendar days of receipt of an order. In the event of any delay in the delivery, the Supplier shall immediately notify the Customer, specifying reasons for the delay and the revised delivery date.
- 9.2.2 Subject to Clause 9.2.2 (Time of Delivery of the Goods), where the Goods are delivered by the Supplier, the point of delivery shall be to the point of use and shall be unpacked, sited, configured, connected and commissioned by the Supplier (commissioned within one (1) working day of delivery. The Supplier shall remove all packaging from the Customer's premises at the time of installation. Where the goods are collected by the Customer, the point of delivery shall be when the Goods are loaded onto the Customer's vehicle. Where the Customer has specified any Installation Works in the Call Off Order Form, Delivery shall include installation of the Goods by the Supplier Personnel at the Sites (or at such place as the Customer may reasonably direct) in accordance with Clause 10 (Installation Works) and the Call Off Order Form.
- 9.3 Location and Manner of Delivery of the Goods
- 9.3.1 Except where otherwise provided in this Call Off Contract, the Supplier shall deliver the Goods to the Customer through the Supplier Personnel at the Sites.
- 9.3.2 If requested by the Customer prior to Delivery, the Supplier shall provide the Customer with a sample or samples of Goods for evaluation and Approval, at the Supplier's cost and expense.
- 9.3.3 The Goods shall be marked, stored, handled and delivered in a proper manner and in accordance the Customer's instructions as set out in the Call Off Order Form (or elsewhere in this Call Off Contract), Good Industry Practice, any applicable Standards and any Law. In particular, the Goods shall be marked with the Order number and the net, gross and tare weights, the name of the contents shall be clearly marked on each container and all containers of hazardous Goods (and all documents relating thereto) shall bear prominent and adequate warnings.
- 9.3.4 On dispatch of any consignment of the Goods the Supplier shall send the Customer an advice note specifying the means of transport, the place and date of dispatch, the number of packages, their weight and volume together with the all other relevant documentation and information required to be provided under any Laws.
- 9.3.5 The Customer may inspect and examine the manner in which the Supplier supplies the Goods at the Sites and, if the Sites are not the Customer Premises, the Customer may carry out such inspection and examination during normal business hours and on reasonable notice.
- 9.4 Undelivered Goods
- 9.4.1 In the event that not all of the Goods are Delivered in accordance with Clauses 7.1 (Provision of the Goods and/or Services), 9.2 (Time of Delivery of the Goods) and 9.3 (Location and Manner of Delivery of the Goods) ("**Undelivered Goods**"), the Customer, without prejudice to any other rights and remedies of the Customer howsoever arising, shall be entitled to withhold payment of the applicable Call Off Contract Charges for the Goods

that were not so Delivered until such time as the Undelivered Goods are Delivered.

- 9.4.2 The Customer, at its discretion and without prejudice to any other rights and remedies of the Customer howsoever arising deem the failure to comply with Clauses 7.1 (Provision of the Goods and/or Services), 9.2 (Time of Delivery of the Goods) and 9.3 (Location and Manner of Delivery of the Goods) and meet the relevant Milestone Date (if any) to be a material Default.

9.5 Over-Delivered Goods

- 9.5.1 The Customer shall be under no obligation to accept or pay for any Goods delivered in excess of the quantity specified in the Call Off Order Form (or elsewhere in this Call Off Contract) ("**Over-Delivered Goods**").
- 9.5.2 If the Customer elects not to accept such Over-Delivered Goods it may, without prejudice to any other rights and remedies of the Customer howsoever arising, give notice in writing to the Supplier to remove them within five (5) Working Days and to refund to the Customer any expenses incurred by the Customer as a result of such Over-Delivered Goods (including but not limited to the costs of moving and storing the Over-Delivered Goods).
- 9.5.3 If the Supplier fails to comply with the Customer's notice under Clause 9.5.2, the Customer may dispose of such Over-Delivered Goods and charge the Supplier for the costs of such disposal. The risk in any Over-Delivered Goods shall remain with the Supplier.

9.6 Delivery of the Goods by Instalments

- 9.6.1 Unless expressly agreed to the contrary, the Customer shall not be obliged to accept delivery of the Goods by instalments. If, however, the Customer does specify or agree to delivery by instalments, delivery of any instalment later than the date specified or agreed for its Delivery shall, without prejudice to any other rights or remedies of the Customer howsoever arising, entitle the Customer to terminate the whole or any unfulfilled part of this Call Off Contract for material Default without further liability to the Customer.

9.7 Risk and Ownership in Relation to the Goods

- 9.7.1 Without prejudice to any other rights or remedies of the Customer howsoever arising:
- (a) risk in the Goods shall pass to the Customer at the time of Delivery; and
 - (b) ownership of the Goods shall pass to the Customer for Lots 1 and 2 where outright purchase is an option on the earlier of Delivery of the Goods or payment by the Customer of the Call Off Contract Charges;

9.8 Responsibility for Damage to or Loss of the Goods

- 9.8.1 Without prejudice to the Supplier's other obligations to provide the Goods in accordance with this Call Off Contract, the Supplier accepts responsibility for all damage to or loss of the Goods if the:

(a) same is notified in writing to the Supplier within three (3) Working Days of receipt and inspection of the Goods by the Customer; and

(b) Goods have been handled by the Customer in accordance with the Supplier's instructions.

9.8.2 Where the Supplier accepts responsibility under Clause 9.8.1, it shall, at its sole option, replace or repair the Goods (or part thereof) within such time as is reasonable having regard to the circumstances and as agreed with the Customer.

9.9 Warranty of the Goods

9.9.1 The Supplier hereby guarantees the Goods for the Warranty Period against faulty materials and workmanship.

9.9.2 If the Customer shall within such Warranty Period or within twenty five (25) Working Days thereafter give notice in writing to the Supplier of any defect in any of the Goods as may have arisen during such Warranty Period under proper and normal use, the Supplier shall (without prejudice to any other rights and remedies of the Customer howsoever arising) promptly remedy such faults or defects (whether by repair or replacement as the Customer shall elect) free of charge.

9.10 Obligation to Remedy Default in the Supply of the Goods

9.10.1 Subject to Clauses 33.9 (IPR Indemnity) and without prejudice to any other rights and remedies of the Customer howsoever arising (including under Clauses 9.4 (Undelivered Goods) and 38 (Customer Remedies for Default)), the Supplier shall, where practicable:

(a) remedy any breach of its obligations in this Clause 9 within three (3) Working Days of becoming aware of the relevant Default or being notified of the Default by the Customer or within such other time period as may be agreed with the Customer (taking into account the nature of the breach that has occurred); and

(b) meet all the costs of, and incidental to, the performance of such remedial work.

9.11 Continuing Obligation to Provide the Goods

9.11.1 The Supplier shall continue to perform all of its obligations under this Call Off Contract and shall not suspend the provision of the Goods, notwithstanding:

(a) any withholding or deduction by the Customer of any sum due to the Supplier pursuant to the exercise of a right of the Customer to such withholding or deduction under this Call Off Contract;

(b) the existence of an unresolved Dispute; and/or

(c) any failure by the Customer to pay any Call Off Contract Charges,

unless the Supplier is entitled to terminate this Call Off Contract under Clause 42.1 (Termination on Customer Cause for Failure to Pay) for failure to pay undisputed Call Off Contract Charges.

9.12 Provision and Removal of Supplier Equipment

- 9.12.1 Unless otherwise stated in the Call Off Order Form, the Supplier shall provide all the Supplier Equipment necessary for the supply of the Goods and/or the Services.
- 9.12.2 The Supplier shall not deliver any Supplier Equipment nor begin any work on the Customer Premises without obtaining Approval.
- 9.12.3 All Supplier Equipment brought onto the Customer Premises shall be at the Supplier's own risk and the Customer shall have no liability for any loss of or damage to any Supplier Equipment unless and to the extent that the Supplier is able to demonstrate that such loss or damage was caused by or contributed to by the Customer's Default. The Supplier shall be wholly responsible for the haulage or carriage of the Supplier Equipment to the Customer Premises and the removal thereof when it is no longer required by the Customer and in each case at the Supplier's sole cost. Unless otherwise stated in this Call Off Agreement, Supplier Equipment brought onto the Customer Premises will remain the property of the Supplier.
- 9.12.4 The Supplier shall maintain all items of Supplier Equipment within the Customer Premises in a safe, serviceable and clean condition.
- 9.12.5 The Supplier shall, at the Customer's written request, at its own expense and as soon as reasonably practicable:
 - (a) remove from the Customer Premises any Supplier Equipment which in the reasonable opinion of the Customer is either hazardous, noxious or not in accordance with the Call Off Agreement; and
 - (b) replace such item with a suitable substitute item of Supplier Equipment.
- 9.12.6 Upon termination or expiry of the Call Off Agreement, the Supplier shall remove the Supplier Equipment together with any other materials used by the Supplier to supply the Goods and Services and shall leave the Customer Premises in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Customer Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier or Supplier's Personnel.

9.13 Provision of Maintenance Services

- 9.13.1 This Clause 9.13 shall apply to the provision of the Maintenance Services.
- 9.13.2 The Supplier shall supply the Maintenance Services during the Call Off Contract Period in accordance with the specification for maintenance services set out in Schedule 2 of the Framework Agreement or as otherwise set out in the Call Off Order Form.
- 9.13.3 The Maintenance Services shall include the provision of spares, replacement parts, consumables, toner and staples and the Supplier shall not be entitled to make any additional charge for the supply of such items, except where expressly set out in the Call Off Order Form.
- 9.13.4 If any of the Goods breaks down and the Supplier is not able to repair the Goods in accordance with the specification and timescales set out in Schedule 2 of the Framework Agreement or as otherwise set out in this Call Off Agreement, the Supplier shall, at its own cost, without delay, replace any Goods that are not operational with goods of the same type and upon the same terms as the original Goods.

- 9.13.5 All replacement parts fitted to the Goods and all substitutions for the Goods shall remain the property of the Supplier.
- 9.13.6 Clause 9.13.5 shall not apply to upgrades or improvements to the Goods made in accordance with Clause 9.14.
- 9.13.7 The Supplier shall be entitled to inspect the Goods at any time having given reasonable notice to the Customer.

9.14 Upgrades and Improvements

- 9.14.1 At any time the Customer may upgrade or improve the Goods by replacing component parts (but not the Goods in their entirety) with new or used parts or by installing new software with the prior written consent of the Supplier (such consent not to be unreasonably withheld or delayed).
- 9.14.2 If the Customer upgrades or improves the Goods by replacing component parts of the Goods with new or used component parts or by installing software, such upgrades or improvements shall belong to the Customer and the Customer shall have the option to remove any such replacement parts, or uninstall any software that it has installed, before the Supplier collects the Goods on expiry or earlier termination of the Call Off Contract provided that the removal of such replacement parts shall not damage the Goods and the Customer shall:
 - (a) reinstate the original component parts or re-install the original software; or
 - (b) substitute component parts or install software (where possible from the same manufacturer) reasonably similar to the removed component parts or software; or
 - (c) offer for acceptance by the Supplier in substitution for the removed parts or uninstalled software (such acceptance not to be unreasonably withheld or delayed) any component parts or software used in upgrading or improving the Goods.

10. INSTALLATION WORKS

- 10.1 Unless otherwise indicated in the Call Off Order Form, the Charges shall include the cost of installing the Goods to ensure that the Goods are fit for purpose for use by the Customer.
- 10.2 The Supplier shall carry out the Installation Works in good workmanship manner and in accordance with Good Industry Practice and shall notify the Customer when the Installation Works have been carried out. The Customer shall inspect the Installation Works and shall either:
 - 10.2.1 accept the Installation Works, or
 - 10.2.2 reject the Installation Works and provide reasons to the Supplier if, in the Customer's reasonable opinion, the Installation Works do not meet the requirements set out in the Call Off Order Form (or elsewhere in this Call Off Contract).
- 10.3 If the Customer rejects the Installation Works in accordance with Clause 10.1, the Supplier shall immediately rectify or remedy any defects and if, in the Customer's reasonable opinion, the Installation Works do not, within five (5) Working Days of

such rectification or remedy, meet the requirements set out in the Call Off Order Form (or elsewhere in this Call Off Contract), the Customer may terminate this Call Off Contract for material Default.

- 10.4 The Supplier shall make no delivery of materials, equipment or other things nor commence any work on the Customer's Premises without obtaining prior Approval.
- 10.5 Access to the Customer's Premises shall not be exclusive to the Supplier but shall be limited to such Supplier Personnel and Supplier's Sub-contractors as are necessary to enable the performance of the Call Off Agreement concurrently with the execution of work by others. The Supplier shall co-operate with such others as the Customer may reasonably require.
- 10.6 Where any access to the Customer's Premises is necessary in connection with delivery or installation, the Supplier and the Supplier's Personnel and Sub-contractors shall at all times comply with the reasonable requirements of the Customer's security procedures as notified to the Supplier from time to time.
- 10.7 Throughout the Call Off Contract Period, the Supplier shall have at all times all licences, approvals and consents necessary to enable the Supplier and the Supplier Personnel to carry out the Installation Works.

11. STANDARDS AND QUALITY

- 11.1 The Supplier shall at all times during the Call Off Contract Period comply with the Standards and maintain, where applicable, accreditation with the relevant Standards' authorisation body.
- 11.2 If so required by the Customer in the Call Off Order Form, the Supplier shall develop, in the timescales specified in the Call Off Order Form, quality plans that ensure that all aspects of the Goods and/or Services are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 11.3 The Supplier shall seek Approval (the decision of the Customer to Approve or not shall not be unreasonably withheld or delayed) of the Quality Plans before implementing them. The Supplier acknowledges and accepts that Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Goods and/or Services are provided to the standard required by this Call Off Contract.
- 11.4 Throughout the Call Off Contract Period, the Parties shall notify each other of any new or emergent standards which could affect the Supplier's provision, or the receipt by the Customer, of the Goods and/or Services. The adoption of any such new or emergent standard, or changes to existing Standards (including any specified in the Call Off Order Form), shall be agreed in accordance with the Variation Procedure.
- 11.5 Where a new or emergent standard is to be developed or introduced by the Customer, the Supplier shall be responsible for ensuring that the potential impact on the Supplier's provision, or the Customer's receipt of the Goods and/or Services is explained to the Customer (within a reasonable timeframe), prior to the implementation of the new or emergent Standard.
- 11.6 Where Standards referenced conflict with each other or with best professional or industry practice adopted after the Call Off Commencement Date, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard or Standards shall require Approval (and the written consent of the

Customer where the relevant Standard or Standards is/are included in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators) and shall be implemented within an agreed timescale.

11.7 Following the approval by the Customer of the Quality Plans:

- 11.7.1 the Supplier shall implement all Deliverables in accordance with the Quality Plans; and
- 11.7.2 any Variation to the Quality Plans shall be agreed in accordance with the Variation Procedure.

11.8 The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:

- 11.8.1 be appropriately experienced, qualified and trained to supply the Goods and/or Services in accordance with this Call Off Contract;
 - 11.8.2 apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Good and/or Services; and
 - 11.8.3 obey all lawful instructions and reasonable directions of the Customer (including, if so required by the Customer, the ICT Policy) and provide the Goods and/or Services to the reasonable satisfaction of the Customer.
- 11.9 Where a standard, policy or document is referred to by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Customer and the Parties shall agree the impact of such change.

12. TESTING

12.1 This Clause 12 shall apply if so specified by the Customer in the Call Off Order Form.

12.2 The Parties shall comply with any provisions set out in Call Off Schedule 5 (Testing).

13. SERVICE LEVELS AND SERVICE CREDITS

13.1 This Clause 13 shall apply where the Customer has specified Service Levels and Service Credits in the Call Off Order Form. Where the Customer has specified Service Levels but not Service Credits, only sub-clauses 13.2, 13.3 and 13.7 shall apply.

13.2 When this Clause 13.2 applies, the Parties shall also comply with the provisions of Part A (Service Levels and Service Credits) of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring).

13.3 The Supplier shall at all times during the Call Off Contract Period provide the Goods and/or Services to meet or exceed the Service Level Performance Measure for each Service Level Performance Criterion.

13.4 The Supplier acknowledges that any Service Level Failure may have a material adverse impact on the business and operations of the Customer and that it shall entitle the Customer to the rights set out in Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) including the right to any Service Credits.

13.5 The Supplier acknowledges and agrees that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Customer as a result of the Supplier's failure to meet any Service Level Performance Measure.

13.6 A Service Credit shall be the Customer's exclusive financial remedy for a Service Level Failure except where:

13.6.1 the Supplier has over the previous (twelve) 12 Month period accrued Service Credits in excess of the Service Credit Cap;

13.6.2 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 or any Supplier Personnel; and

(c) results in:

(i) the corruption or loss of any Customer Data (in which case the remedies under Clause 34.3.8 (Protection of Customer Data) shall also be available); and/or

(ii) the Customer being required to make a compensation payment to one or more third parties; and/or

13.6.3 the Customer is otherwise entitled to or does terminate this Call Off Contract pursuant to Clause 41 (Customer Termination Rights) except Clause 41.7 (Termination Without Cause).

13.7 Not more than once in each Call Off Contract Year, the Customer 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 Level Performance Criteria and the Supplier shall not be entitled to object to, or increase the Call Off Contract Charges as a result of such changes, provided that:

13.7.1 the total number of Service Level Performance Criteria for which the weighting is to be changed does not exceed the number set out, for the purposes of this clause, in the Call Off Order Form;

13.7.2 the principal purpose of the change is to reflect changes in the Customer's business requirements and/or priorities or to reflect changing industry standards; and

13.7.3 there is no change to the Service Credit Cap.

14. CRITICAL SERVICE LEVEL FAILURE

14.1 This Clause 14 shall apply if the Customer has specified both Service Credits and Critical Service Level Failure in the Call Off Order Form.

14.2 On the occurrence of a Critical Service Level Failure:

14.2.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and

14.2.2 the Customer shall (subject to the Service Credit Cap set out in Clause 36.2.1(a) (Financial Limits)) be entitled to withhold and retain as compensation for the Critical Service Level Failure a sum equal to any Call Off Contract 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 Clause 14.2 shall be without prejudice to the right of the Customer to terminate this Call Off Contract and/or to claim damages from the Supplier for material Default as a result of such Critical Service Level Failure.

14.3 The Supplier:

- 14.3.1 agrees that the application of Clause 14.2 is commercially justifiable where a Critical Service Level Failure occurs; and
- 14.3.2 acknowledges that it has taken legal advice on the application of Clause 14.2 and has had the opportunity to price for that risk when calculating the Call Off Contract Charges.

15. BUSINESS CONTINUITY AND DISASTER RECOVERY

- 15.1 This Clause 15 shall apply if the Customer has so specified in the Call Off Order Form.
- 15.2 The Parties shall comply with the provisions of Call Off Schedule 8 (Business Continuity and Disaster Recovery).

16. DISRUPTION

- 16.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under this Call Off Contract it does not disrupt the operations of the Customer, its employees or any other contractor employed by the Customer.
- 16.2 The Supplier shall immediately inform the Customer of any actual or potential industrial action, whether such action be by the Supplier Personnel or others, which affects or might affect the Supplier's ability at any time to perform its obligations under this Call Off Contract.
- 16.3 In the event of industrial action by the Supplier Personnel, the Supplier shall seek Approval to its proposals for the continuance of the supply of the Goods and/or Services in accordance with its obligations under this Call Off Contract.
- 16.4 If the Supplier's proposals referred to in Clause 16.3 are considered insufficient or unacceptable by the Customer acting reasonably then the Customer may terminate this Call Off Contract for material Default.
- 16.5 If the Supplier is temporarily unable to fulfil the requirements of this Call Off Contract owing to disruption of normal business solely due to a Customer Cause, then subject to Clause 17 (Supplier Notification of Customer Cause), an appropriate allowance by way of an extension of time will be Approved by the Customer. In addition, the Customer will reimburse any additional expense reasonably incurred by the Supplier as a direct result of such disruption.

17. SUPPLIER NOTIFICATION OF CUSTOMER CAUSE

- 17.1 Without prejudice to any other obligations of the Supplier in this Call Off Contract to notify the Customer in respect of a specific Customer Cause (including the notice requirements under Clause 42.1.1 (Termination on Customer Cause for Failure to Pay)), the Supplier shall:
 - 17.1.1 notify the Customer as soon as reasonably practicable ((and in any event within two (2) Working Days of the Supplier becoming aware)) that a Customer Cause has occurred or is reasonably likely to occur, giving details of:
 - (a) the Customer Cause and its effect, or likely effect, on the Supplier's ability to meet its obligations under this Call Off Contract; and

- (b) any steps which the Customer can take to eliminate or mitigate the consequences and impact of such Customer Cause; and
- (c) use all reasonable endeavours to eliminate or mitigate the consequences and impact of a Customer Cause, including any Losses that the Supplier may incur and the duration and consequences of any Delay or anticipated Delay.

18. CONTINUOUS IMPROVEMENT

18.1 The Supplier shall have an ongoing obligation throughout the Call Off Contract Period to identify new or potential improvements to the provision of the Goods and/or Services in accordance with this Clause 18 with a view to reducing the Customer's costs (including the Call Off Contract Charges) and/or improving the quality and efficiency of the Goods and/or Services and their supply to the Customer. As part of this obligation the Supplier shall identify and report to the Customer once every twelve (12) months:

- 18.1.1 the emergence of new and evolving relevant technologies which could improve the ICT Environment, Sites and/or the provision of the Goods and/or Services, and those technological advances potentially available to the Supplier and the Customer which the Parties may wish to adopt;
- 18.1.2 new or potential improvements to the provision of the Goods and/or Services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support goods and/or services in relation to the Goods and/or Services;
- 18.1.3 changes in business processes and ways of working that would enable the Goods and/or Services to be provided at lower costs and/or at greater benefits to the Customer; and/or
- 18.1.4 changes to the ICT Environment, Sites, business processes and ways of working that would enable reductions in the total energy consumed annually in the provision of the Goods and/or Services.

18.2 The Supplier shall ensure that the information that it provides to the Customer shall be sufficient for the Customer to decide whether any improvement should be implemented. The Supplier shall provide any further information that the Customer requests.

18.3 If the Customer wishes to incorporate any improvement identified by the Supplier, the Customer shall request a Variation in accordance with the Variation Procedure and the Supplier shall implement such Variation at no additional cost to the Customer.

D. CALL OFF CONTRACT GOVERNANCE

19. PERFORMANCE MONITORING

19.1 The Supplier shall comply with the monitoring requirements set out in Part B (Performance Monitoring) of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring).

20. REPRESENTATIVES

- 20.1 Each Party shall have a representative for the duration of this Call Off Contract who shall have the authority to act on behalf of their respective Party on the matters set out in, or in connection with, this Call Off Contract.
- 20.2 The initial Supplier Representative shall be the person named as such in the Call Off Order Form. Any change to the Supplier Representative shall be agreed in accordance with Clause 27 (Supplier Personnel).
- 20.3 If the initial Customer Representative is not specified in the Call Off Order Form, the Customer shall notify the Supplier of the identity of the initial Customer Representative within five (5) Working Days of the Call Off Commencement Date. The Customer may, by written notice to the Supplier, revoke or amend the authority of the Customer Representative or appoint a new Customer Representative.

21. RECORDS, AUDIT ACCESS AND OPEN BOOK DATA

- 21.1 The Supplier shall keep and maintain for seven (7) years after the Call Off Expiry Date (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Call Off Contract including the Goods and/or Services provided under it, any Sub-Contracts and the amounts paid by the Customer.
- 21.2 The Supplier shall:
- 21.2.1 keep the records and accounts referred to in Clause 21.1 in accordance with Good Industry Practice and Law; and
 - 21.2.2 afford any Auditor access to the records and accounts referred to in Clause 21.1 at the Supplier's premises and/or provide records and accounts (including copies of the Supplier's published accounts) or copies of the same, as may be required by any of the Auditors from time to time during the Call Off Contract Period and the period specified in Clause 21.1, in order that the Auditor(s) may carry out an inspection to assess compliance by the Supplier and/or its Sub-Contractors of any of the Supplier's obligations under this Call Off Contract including in order to:
 - (a) verify the accuracy of the Call Off Contract Charges and any other amounts payable by the Customer under this Call Off Contract (and proposed or actual variations to them in accordance with this Call Off Contract);
 - (b) verify the costs of the Supplier (including the costs of all Sub-Contractors and any third party suppliers) in connection with the provision of the Goods and/or Services;
 - (c) verify the Open Book Data;
 - (d) verify the Supplier's and each Sub-Contractor's compliance with the applicable Law;
 - (e) identify or investigate an actual or suspected Prohibited Act, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Customer 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, the Framework Guarantor and/or the Call Off Guarantor and/or any Sub-

Contractors or their ability to perform the Goods and/or Services;

- (g) obtain such information as is necessary to fulfil the Customer'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 this Call Off Contract;
- (i) carry out the Customer's internal and statutory audits and to prepare, examine and/or certify the Customer'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 Customer has used its resources;
- (k) review any Performance Monitoring Reports provided under Part B of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) and/or other records relating to the Supplier's performance of the provision of the Goods and/or Services and to verify that these reflect the Supplier's own internal reports and records;
- (l) verify the accuracy and completeness of any information delivered or required by this Call Off Contract;
- (m) inspect the ICT Environment (or any part of it) and the wider service delivery environment (or any part of it);
- (n) review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
- (o) review the Supplier's quality management systems (including all relevant Quality Plans and any quality manuals and procedures);
- (p) review the Supplier's compliance with the Standards;
- (q) inspect the Customer Assets, including the Customer's IPRs, equipment and facilities, for the purposes of ensuring that the Customer Assets are secure and that any register of assets is up to date; and/or
- (r) review the integrity, confidentiality and security of the Customer Data.

21.3 The Customer shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Goods and/or Services save insofar as the Supplier accepts and acknowledges that control over the conduct of audits carried out by the Auditor(s) is outside of the control of the Customer.

21.4 Subject to the Supplier's rights in respect of Confidential Information, the Supplier shall on demand provide the Auditor(s) with all reasonable co-operation and assistance in:

- 21.4.1 all reasonable information requested by the Customer within the scope of the audit;
- 21.4.2 reasonable access to sites controlled by the Supplier and to any Supplier Equipment used in the provision of the Goods and/or Services; and
- 21.4.3 access to the Supplier Personnel.

21.5 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 21, unless the audit reveals a Default by the Supplier in which case the Supplier shall reimburse the Customer for the Customer's reasonable costs incurred in relation to the audit.

22. CHANGE

22.1 Variation Procedure

- 22.1.1 Subject to the provisions of this Clause 22 and of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing), either Party may request a variation to this Call Off Contract provided that such variation does not amount to a material change of this Call Off Contract within the meaning of the Regulations and the Law. Such a change once implemented is hereinafter called a "**Variation**".
- 22.1.2 A Party may request a Variation by completing, signing and sending the Variation Form to the other Party giving sufficient information for the receiving Party to assess the extent of the proposed Variation and any additional cost that may be incurred.
- 22.1.3 Where the Customer has so specified on receipt of a Variation Form from the Supplier, the Supplier shall carry out an impact assessment of the Variation on the Goods and/or Services (the "**Impact Assessment**"). The Impact Assessment shall be completed in good faith and shall include:
 - (a) details of the impact of the proposed Variation on the Goods and/or Services and the Supplier's ability to meet its other obligations under this Call Off Contract;
 - (b) details of the cost of implementing the proposed Variation;
 - (c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Call Off Contract Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
 - (d) a timetable for the implementation, together with any proposals for the testing of the Variation; and
 - (e) such other information as the Customer may reasonably request in (or in response to) the Variation request.
- 22.1.4 The Parties may agree to adjust the time limits specified in the Variation Form to allow for the preparation of the Impact Assessment.
- 22.1.5 Subject to 22.1.4, the receiving Party shall respond to the request within the time limits specified in the Variation Form. Such time limits shall be

reasonable and ultimately at the discretion of the Customer having regard to the nature of the Goods and/or Services and the proposed Variation.

22.1.6 In the event that:

- (a) the Supplier is unable to agree to or provide the Variation; and/or
- (b) the Parties are unable to agree a change to the Call Off Contract Charges that may be included in a request of a Variation or response to it as a consequence thereof,

the Customer may:

- (i) agree to continue to perform its obligations under this Call Off Contract without the Variation; or
- (ii) terminate this Call Off Contract with immediate effect, except where the Supplier has already fulfilled part or all of the provision of the Goods and/or Services in accordance with this Call Off Contract or where the Supplier can show evidence of substantial work being carried out to provide the Goods and/or Services under this Call Off Contract, and in such a case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure.

22.1.7 If the Parties agree the Variation, the Supplier shall implement such Variation and be bound by the same provisions so far as is applicable, as though such Variation was stated in this Call Off Contract.

22.2 Legislative Change

22.2.1 The Supplier shall neither be relieved of its obligations under this Call Off Contract nor be entitled to an increase in the Call Off Contract Charges as the result of a:

- (a) General Change in Law;
- (b) Specific Change in Law where the effect of that Specific Change in Law on the Goods and/or Services is reasonably foreseeable at the Call Off Commencement Date.

22.2.2 If a Specific Change in Law occurs or will occur during the Call Off Contract Period (other than as referred to in Clause 22.2.1(b)), the Supplier shall:

- (a) notify the Customer as soon as reasonably practicable of the likely effects of that change including:
 - (i) whether any Variation is required to the provision of the Goods and/or Services, the Call Off Contract Charges or this Call Off Contract; and
 - (ii) whether any relief from compliance with the Supplier's obligations is required, including any obligation to Achieve a Milestone and/or to meet the Service Level Performance Measures; and
- (b) provide to the Customer with evidence:

- (i) that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors;
- (ii) as to how the Specific Change in Law has affected the cost of providing the Goods and/or Services; and
- (iii) demonstrating that any expenditure that has been avoided, for example which would have been required under the provisions of Clause 18 (Continuous Improvement), has been taken into account in amending the Call Off Contract Charges.

22.2.3 Any change in the Call Off Contract Charges or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in Clause 22.2.1(b)) shall be implemented in accordance with the Variation Procedure.

E. PAYMENT, TAXATION AND VALUE FOR MONEY PROVISIONS

23. CALL OFF CONTRACT CHARGES AND PAYMENT

23.1 Call Off Contract Charges

- 23.1.1 In consideration of the Supplier carrying out its obligations under this Call Off Contract, including the provision of the Goods and/or Services, the Customer shall pay the undisputed Call Off Contract Charges in accordance with the pricing and payment profile and the invoicing procedure in Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).
- 23.1.2 Except as otherwise provided, each Party shall bear its own costs and expenses incurred in respect of compliance with its obligations under Clauses 12 (Testing), 21 (Records, Audit Access and Open Book Data), 34.6 (Freedom of Information) and 34.7 (Protection of Personal Data).
- 23.1.3 If the Customer fails to pay any undisputed Call Off Contract Charges properly invoiced under this Call Off Contract, the Supplier shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.
- 23.1.4 If at any time during this Call Off Contract Period the Supplier reduces its Framework Prices for any Goods and/or Services which are provided under the Framework Agreement (whether or not such Goods and/or Services are offered in a catalogue, if any, which is provided under the Framework Agreement) in accordance with the terms of the Framework Agreement, the Supplier shall immediately reduce the Call Off Contract Charges for such Goods and/or Services under this Call Off Contract by the same amount.

23.2 VAT

- 23.2.1 The Call Off Contract Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Customer following delivery of a Valid Invoice.
- 23.2.2 The Supplier shall indemnify the Customer on a continuing basis against any liability, including any interest, penalties or costs incurred, which is

levied, demanded or assessed on the Customer at any time (whether before or after the making of a demand pursuant to the indemnity hereunder) in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Call Off Contract. Any amounts due under Clause 23.2 (VAT) shall be paid in cleared funds by the Supplier to the Customer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Customer.

23.3 Retention and Set Off

- 23.3.1 The Customer may retain or set off any amount owed to it by the Supplier against any amount due to the Supplier under this Call Off Contract or under any other agreement between the Supplier and the Customer.
- 23.3.2 If the Customer wishes to exercise its right pursuant to Clause 23.3.1 it shall give notice to the Supplier within thirty (30) days of receipt of the relevant invoice, setting out the Customer's reasons for retaining or setting off the relevant Call Off Contract Charges.
- 23.3.3 The Supplier shall make any payments due to the Customer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has obtained a sealed court order requiring an amount equal to such deduction to be paid by the Customer to the Supplier.

23.4 Foreign Currency

- 23.4.1 Any requirement of Law to account for the Goods and/or Services in any currency other than Sterling, (or to prepare for such accounting) instead of and/or in addition to Sterling, shall be implemented by the Supplier free of charge to the Customer.
- 23.4.2 The Customer shall provide all reasonable assistance to facilitate compliance with Clause 23.4.1 by the Supplier.

23.5 Income Tax and National Insurance Contributions

- 23.5.1 Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Call Off Contract, the Supplier shall:
 - (a) at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; and
 - (b) indemnify the Customer against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made (whether before or after the making of a demand pursuant to the indemnity hereunder) in connection with the provision of the Goods and/or Services by the Supplier or any Supplier Personnel.
- 23.5.2 In the event that any one of the Supplier Personnel is a Worker as defined in Call Off Schedule 1 (Definitions) who receives consideration relating to the Goods and/or Services, then, in addition to its obligations under Clause

23.5.1, the Supplier shall ensure that its contract with the Worker contains the following requirements:

- (a) that the Customer may, at any time during the Call Off Contract Period, request that the Worker provides information which demonstrates how the Worker complies with the requirements of Clause 23.5.1, or why those requirements do not apply to it. In such case, the Customer may specify the information which the Worker must provide and the period within which that information must be provided;
- (b) that the Worker's contract may be terminated at the Customer's request if:
 - (i) the Worker fails to provide the information requested by the Customer within the time specified by the Customer under Clause 23.5.2(a); and/or
 - (ii) the Worker provides information which the Customer considers is inadequate to demonstrate how the Worker complies with Clause 23.5.1 or confirms that the Worker is not complying with those requirements; and
- (c) that the Customer may supply any information it receives from the Worker to HMRC for the purpose of the collection and management of revenue for which they are responsible.

24. PROMOTING TAX COMPLIANCE

24.1 This Clause 24 shall apply if the Call Off Contract Charges payable under this Call Off Contract exceed or are likely to exceed five (5) million pounds during the Call Off Contract Period.

24.2 If, at any point during the Call Off Contract Period, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

24.2.1 notify the Customer in writing of such fact within five (5) Working Days of its occurrence; and

24.2.2 promptly provide to the Customer:

- (a) details of the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
- (b) such other information in relation to the Occasion of Tax Non-Compliance as the Customer may reasonably require.

24.3 In the event that the Supplier fails to comply with this Clause 24 and/or does not provide details of proposed mitigating factors which in the reasonable opinion of the Customer are acceptable, then the Customer reserves the right to terminate this Call Off Contract for material Default.

25. BENCHMARKING

25.1 Notwithstanding the Supplier's obligations under Clause 18 (Continuous Improvement), the Customer shall be entitled to regularly benchmark the Call Off Contract Charges and level of performance by the Supplier of the supply of the Goods

and/or Services, against other suppliers providing goods and/or services substantially the same as the Goods and/or Services during the Call Off Contract Period.

- 25.2 The Customer, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking evaluation referred to in Clause 25.1 above.
- 25.3 The Customer shall be entitled to disclose the results of any benchmarking of the Call Off Contract Charges and provision of the Goods and/or Services to the Authority and any Contracting Authority (subject to the Contracting Authority entering into reasonable confidentiality undertakings).
- 25.4 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the Customer in order to undertake the benchmarking and such information requirements shall be at the discretion of the Customer.
- 25.5 Where, as a consequence of any benchmarking carried out by the Customer, the Customer decides improvements to the Goods and/or Services should be implemented such improvements shall be implemented by way of the Variation Procedure at no additional cost to the Customer.
- 25.6 The benefit of any work carried out by the Supplier at any time during the Call Off Contract Period to update, improve or provide the Goods and/or Services, facilitate their delivery to any other Contracting Authority and/or any alterations or variations to the Charges or the provision of the Goods and/or Services, which are identified in the Continuous Improvement Plan produced by the Supplier and/or as a consequence of any benchmarking carried out by the Authority pursuant to Framework Schedule 12 (Continuous Improvement and Benchmarking), shall be implemented by the Supplier in accordance with the Variation Procedure and at no additional cost to the Customer.

F. SUPPLIER PERSONNEL AND SUPPLY CHAIN MATTERS

26. KEY PERSONNEL

- 26.1 This Clause 26 shall apply where the Customer has specified Key Personnel in the Call Off Order Form.
- 26.2 The Call Off 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 Call Off Commencement Date.
- 26.3 The Supplier shall ensure that the Key Personnel fulfil the Key Roles at all times during the Call Off Contract Period.
- 26.4 The Customer 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 Personnel.
- 26.5 The Supplier shall not remove or replace any Key Personnel (including when carrying out its obligations under Call Off Schedule 9 (Exit Management)) unless:
- 26.5.1 requested to do so by the Customer;
 - 26.5.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave;
 - 26.5.3 the person’s employment or contractual arrangement with the Supplier or a Sub-Contractor is terminated for material breach of contract by the employee; or

- 26.5.4 the Supplier obtains the Customer's prior written consent (such consent not to be unreasonably withheld or delayed).
- 26.6 The Supplier shall:
- 26.6.1 notify the Customer promptly of the absence of any Key Personnel (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 26.6.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 26.6.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Personnel's employment contract, this will mean at least three (3) Months' notice;
 - 26.6.4 ensure that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Goods and/or Services; and
 - 26.6.5 ensure that any replacement for a Key Role:
 - (a) has a level of qualifications and experience appropriate to the relevant Key Role; and
 - (b) is fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.
 - 26.6.6 shall and shall procure that any Sub-Contractor shall not remove or replace any Key Personnel during the Call Off Contract Period without Approval.
- 26.7 The Customer may require the Supplier to remove any Key Personnel that the Customer considers in any respect unsatisfactory. The Customer shall not be liable for the cost of replacing any Key Personnel.

27. SUPPLIER PERSONNEL

27.1 Supplier Personnel

27.1.1 The Supplier shall:

- (a) provide a list of the names of all Supplier Personnel requiring admission to Customer Premises, specifying the capacity in which they require admission and giving such other particulars as the Customer may reasonably require;
- (b) ensure that all Supplier Personnel:
 - (i) are appropriately qualified, trained and experienced to provide the Goods and/or Services with all reasonable skill, care and diligence;
 - (ii) are vetted in accordance with Good Industry Practice and, where applicable, the Security Policy and the Standards;
 - (iii) obey all lawful instructions and reasonable directions of the Customer (including, if so required by the Customer, the ICT

Policy) and provide the Goods and/or Services to the reasonable satisfaction of the Customer; and

(iv) comply with all reasonable requirements of the Customer concerning conduct at the Customer Premises, including the security requirements set out in Call Off Schedule 7 (Security);

(c) subject to Call Off Schedule 10 (Staff Transfer), retain overall control of the Supplier Personnel at all times so that the Supplier Personnel shall not be deemed to be employees, agents or contractors of the Customer;

(d) be liable at all times for all acts or omissions of Supplier Personnel, so that any act or omission of a member of any Supplier Personnel which results in a Default under this Call Off Contract shall be a Default by the Supplier;

(e) use all reasonable endeavours to minimise the number of changes in Supplier Personnel;

(f) replace (temporarily or permanently, as appropriate) any Supplier Personnel as soon as practicable if any Supplier Personnel have been removed or are unavailable for any reason whatsoever;

(g) bear the programme familiarisation and other costs associated with any replacement of any Supplier Personnel; and

(h) procure that the Supplier Personnel shall vacate the Customer Premises immediately upon the Call Off Expiry Date.

27.1.2 If the Customer reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of this Call Off Contract, it may:

(a) refuse admission to the relevant person(s) to the Customer Premises; and/or

(b) direct the Supplier to end the involvement in the provision of the Goods and/or Services of the relevant person(s).

27.1.3 The decision of the Customer as to whether any person is to be refused access to the Customer Premises shall be final and conclusive.

27.2 Relevant Convictions

27.2.1 This sub-clause 27.2 shall apply if the Customer has specified Relevant Convictions in the Call Off Order Form.

27.2.2 The Supplier shall ensure that no person who discloses that he has a Relevant Conviction, or 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 Goods and/or Services without Approval.

27.2.3 Notwithstanding Clause 27.2.2, for each member of Supplier Personnel who, in providing the Goods and/or Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Customer owes a special duty of care, the Supplier shall (and shall procure that the relevant Sub-Contractor shall):

- (a) carry out a check with the records held by the Department for Education (DfE);
- (b) conduct thorough questioning regarding any Relevant Convictions; and
- (c) 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 Goods and/or Services any person who has a Relevant Conviction or an inappropriate record.

28. STAFF TRANSFER

28.1 This Clause 28 and Call Off Schedule 10 (Staff Transfer) shall apply to Lots 2, 3, 4 and 5 under this Call Off Contract.

28.2 The Parties agree that :

28.2.1 where the commencement of the provision of the Services or any part of the Services results in one or more Relevant Transfers, Call Off Schedule 10 (Staff Transfer) shall apply as follows:

- (a) where the Relevant Transfer involves the transfer of Transferring Customer Employees, Part A of Call Off Schedule 10 (Staff Transfer) shall apply;
- (b) where the Relevant Transfer involves the transfer of Transferring Former Supplier Employees, Part B of Call Off Schedule 10 (Staff Transfer) shall apply;
- (c) where the Relevant Transfer involves the transfer of Transferring Customer Employees and Transferring Former Supplier Employees, Parts A and B of Call Off Schedule 10 (Staff Transfer) shall apply; and
- (d) Part C of Call Off Schedule 10 (Staff Transfer) shall not apply;

28.2.2 where commencement of the provision of the Services or a part of the Services does not result in a Relevant Transfer, Part C of Call Off Schedule 10 (Staff Transfer) shall apply and Parts A and B of Call Off Schedule 10 (Staff Transfer) shall not apply; and

28.2.3 Part D of Call Off Schedule 10 (Staff Transfer) shall apply on the expiry or termination of the Services or any part of the Services;

28.3 The Supplier shall both during and after the Call Off Contract Period indemnify the Customer against all Employee Liabilities that may arise as a result of any claims brought against the Customer by any person where such claim arises from any act or omission of the Supplier or any Supplier Personnel.

29. SUPPLY CHAIN RIGHTS AND PROTECTION

29.1 Appointment of Sub-Contractors

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

- (a) manage any Sub-Contractors in accordance with Good Industry Practice;
 - (b) comply with its obligations under this Call Off Contract in the Delivery of the Goods and/or Services; and
 - (c) assign, novate or otherwise transfer to the Customer or any Replacement Supplier any of its rights and/or obligations under each Sub-Contract that relates exclusively to this Call Off Contract.
- 29.1.2 Prior to sub-contacting any of its obligations under this Call Off Contract, the Supplier shall notify the Customer and provide the Customer with:
 - (a) the proposed Sub-Contractor's name, registered office and company registration number;
 - (b) the scope of any Goods and/or Services to be provided by the proposed Sub-Contractor; and
 - (c) where the proposed Sub-Contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Customer that the proposed Sub-Contract has been agreed on "arm's-length" terms.
- 29.1.3 If requested by the Customer within ten (10) Working Days of receipt of the Supplier's notice issued pursuant to Clause 29.1.2, the Supplier shall also provide:
 - (a) a copy of the proposed Sub-Contract; and
 - (b) any further information reasonably requested by the Customer.
- 29.1.4 The Customer may, within ten (10) Working Days of receipt of the Supplier's notice issued pursuant to Clause 29.1.2 (or, if later, receipt of any further information requested pursuant to Clause 29.1.3), object to the appointment of the relevant Sub-Contractor if they consider that:
 - (a) the appointment of a proposed Sub-Contractor may prejudice the provision of the Goods and/or Services or may be contrary to the interests respectively of the Customer under this Call Off Contract;
 - (b) the proposed Sub-Contractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - (c) the proposed Sub-Contractor employs unfit persons,

in which case, the Supplier shall not proceed with the proposed appointment.
- 29.1.5 If:
 - (a) the Customer has not notified the Supplier that it objects to the proposed Sub-Contractor's appointment by the later of ten (10) Working Days of receipt of:
 - (i) the Supplier's notice issued pursuant to Clause 29.1.2; and
 - (ii) any further information requested by the Customer pursuant to Clause 29.1.3; and

- (b) the proposed Sub-Contract is not a Key Sub-Contract which shall require the written consent of the Authority and the Customer in accordance with Clause 29.2 (Appointment of Key Sub-Contractors).

the Supplier may proceed with the proposed appointment.

29.2 Appointment of Key Sub-Contractors

- 29.2.1 The Authority and the Customer have consented to the engagement of the Key Sub-Contractors listed in Framework Schedule 7 (Key Sub-Contractors).
- 29.2.2 Where the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Sub-Contractor, it must obtain the prior written consent of the Authority and the Customer (the decision to consent or otherwise not to be unreasonably withheld or delayed). The Authority and/or the Customer may reasonably withhold its consent to the appointment of a Key Sub-Contractor if any of them considers that:
 - (a) the appointment of a proposed Key Sub-Contractor may prejudice the provision of the Goods and/or Services or may be contrary to its interests;
 - (b) the proposed Key Sub-Contractor is unreliable and/or has not provided reliable goods and/or reasonable services to its other customers; and/or
 - (c) the proposed Key Sub-Contractor employs unfit persons.
- 29.2.3 Except where the Authority and the Customer have given their prior written consent under Clause 29.2.1, the Supplier shall ensure that each Key Sub-Contract shall include:
 - (a) provisions which will enable the Supplier to discharge its obligations under this Call Off Contract;
 - (b) a right under CRTPA for the Customer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Customer;
 - (c) a provision enabling the Customer to enforce the Key Sub-Contract as if it were the Supplier;
 - (d) a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Customer or any Replacement Supplier;
 - (e) obligations no less onerous on the Key Sub-Contractor than those imposed on the Supplier under this Call Off Contract in respect of:
 - (i) data protection requirements set out in Clauses 34.1 (Security Requirements), 34.2 (Protection of Customer Data) and 34.7 (Protection of Personal Data);
 - (ii) FOIA requirements set out in Clause 34.6 (Freedom of Information);
 - (iii) the obligation not to embarrass the Customer or otherwise bring the Customer into disrepute set out in Clause 7.1.4(n) (Provision of Goods and/or Services);

- (iv) 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;
- (v) the conduct of audits set out in Clause 21 (Records, Audit Access & Open Book Data);
- (f) provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Customer under Clauses 41 (Customer Termination Rights), 43 (Termination by Either Party) and 45 (Consequences of Expiry or Termination) of this Call Off Contract;
- (g) a provision restricting the ability of the Key Sub-Contractor to Sub-Contract all or any part of the provision of the Goods and/or Services provided to the Supplier under the Sub-Contract without first seeking the written consent of the Customer;
- (h) a provision, where a provision in Call Off Schedule 10 (Staff Transfer) imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, requiring the Key Sub-Contractor to provide such indemnity, undertaking or warranty to the Customer, Former Supplier or the Replacement Supplier as the case may be.

29.3 Supply Chain Protection

29.3.1 The Supplier shall ensure that all Sub-Contracts contain a provision:

- (a) requiring the Supplier to pay any undisputed sums which are due from it to the Sub-Contractor within a specified period not exceeding thirty (30) days from the receipt of a Valid Invoice;
- (b) requiring that any invoices submitted by a Sub-Contractor shall be considered and verified by the Supplier in a timely fashion and that undue delay in doing so shall not be sufficient justification for failing to regard an invoice as valid and undisputed;
- (c) requiring the Sub-Contractor to include in any Sub-Contract which it in turn awards suitable provisions to impose, as between the parties to that Sub-Contract, requirements to the same effect as those required by sub-clauses (a) and (b) directly above; and
- (d) conferring a right to the Customer to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period.

29.3.2 The Supplier shall:

- (a) pay any undisputed sums which are due from it to a Sub-Contractor within thirty (30) days from the receipt of a Valid Invoice;
- (b) include within the Performance Monitoring Reports required under Part B of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) a summary of its

compliance with this Clause 29.3.2 (a), such data to be certified each quarter by a director of the Supplier as being accurate and not misleading.

29.3.3 Any invoices submitted by a Sub-Contractor to the Supplier shall be considered and verified by the Supplier in a timely fashion. Undue delay in doing so shall not be sufficient justification for the Supplier failing to regard an invoice as valid and undisputed.

29.3.4 Notwithstanding any provision of Clauses 34.4 (Confidentiality) and 35 (Publicity and Branding) if the Supplier notifies the Customer that the Supplier has failed to pay an undisputed Sub-Contractor's invoice within thirty (30) days of receipt, or the Customer otherwise discovers the same, the Customer shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).

29.4 Termination of Sub-Contracts

29.4.1 The Customer may require the Supplier to terminate:

(a) a Sub-Contract where:

- (i) the acts or omissions of the relevant Sub-Contractor have caused or materially contributed to the Customer's right of termination pursuant to any of the termination events in Clause 41 (Customer Termination Rights) except Clause 41.7 (Termination Without Cause); and/or
- (ii) the relevant Sub-Contractor or its Affiliates embarrassed the Customer or otherwise brought the Customer into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Customer, regardless of whether or not such act or omission is related to the Sub-Contractor's obligations in relation to the Goods and/or Services or otherwise; and/or

(b) a Key Sub-Contract where there is a Change of Control of the relevant Key Sub-Contractor, unless:

- (i) the Customer has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or
- (ii) the Customer has not served its notice of objection within six (6) months of the later of the date the Change of Control took place or the date on which the Customer was given notice of the Change of Control.

29.5 Competitive Terms

29.5.1 If the Customer is able to obtain from any Sub-Contractor or any other third party more favourable commercial terms with respect to the supply of any materials, equipment, software, goods or services used by the Supplier or the Supplier Personnel in the supply of the Goods and/or Services, then the Customer may:

- (a) require the Supplier to replace its existing commercial terms with its Sub-Contractor with the more favourable commercial terms obtained by the Customer in respect of the relevant item; or

- (b) subject to Clause 29.4 (Termination of Sub-Contracts), enter into a direct agreement with that Sub-Contractor or third party in respect of the relevant item.
- 29.5.2 If the Customer exercises the option pursuant to Clause 29.5.1, then the Call Off Contract Charges shall be reduced by an amount that is agreed in accordance with the Variation Procedure.
- 29.5.3 The Customer's right to enter into a direct agreement for the supply of the relevant items is subject to:
 - (a) the Customer making the relevant item available to the Supplier where this is necessary for the Supplier to provide the Goods and/or Services; and
 - (b) any reduction in the Call Off Contract Charges taking into account any unavoidable costs payable by the Supplier in respect of the substituted item, including in respect of any licence fees or early termination charges.

29.6 Retention of Legal Obligations

- 29.6.1 Notwithstanding the Supplier's right to Sub-Contract pursuant to Clause 29 (Supply Chain Rights and Protection), the Supplier shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.

G. PROPERTY MATTERS

30. CUSTOMER PREMISES

30.1 Licence to occupy Customer Premises

- 30.1.1 Any Customer Premises shall be made available to the Supplier on a non-exclusive licence basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under this Call Off Contract. The Supplier shall have the use of such Customer Premises as licensee and shall vacate the same immediately upon completion, termination, expiry or abandonment of this Call Off Contract and in accordance with Call Off Schedule 9 (Exit Management).
- 30.1.2 The Supplier shall limit access to the Customer Premises to such Supplier Personnel as is necessary to enable it to perform its obligations under this Call Off Contract and the Supplier shall co-operate (and ensure that the Supplier Personnel co-operate) with such other persons working concurrently on such Customer Premises as the Customer may reasonably request.
- 30.1.3 Save in relation to such actions identified by the Supplier in accordance with Clause 2 (Due Diligence) and set out in the Call Off Order Form (or elsewhere in this Call Off Contract), should the Supplier require modifications to the Customer Premises, such modifications shall be subject to Approval and shall be carried out by the Customer at the Supplier's expense. The Customer shall undertake any modification work which it approves pursuant to this Clause 30.1.3 without undue delay. Ownership of such modifications shall rest with the Customer.

- 30.1.4 The Supplier shall observe and comply with such rules and regulations as may be in force at any time for the use of such Customer Premises and conduct of personnel at the Customer Premises as determined by the Customer, and the Supplier shall pay for the full cost of making good any damage caused by the Supplier Personnel other than fair wear and tear. For the avoidance of doubt, damage includes without limitation damage to the fabric of the buildings, plant, fixed equipment or fittings therein.
- 30.1.5 The Parties agree that there is no intention on the part of the Customer to create a tenancy of any nature whatsoever in favour of the Supplier or the Supplier Personnel and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Call Off Contract, the Customer retains the right at any time to use any Customer Premises in any manner it sees fit.
- 30.2 Security of Customer Premises
 - 30.2.1 The Customer shall be responsible for maintaining the security of the Customer Premises in accordance with the Security Policy. The Supplier shall comply with the Security Policy and any other reasonable security requirements of the Customer while on the Customer Premises.
 - 30.2.2 The Customer shall afford the Supplier upon Approval (the decision to Approve or not will not be unreasonably withheld or delayed) an opportunity to inspect its physical security arrangements.

31. CUSTOMER PROPERTY

- 31.1 Where the Customer issues Customer Property free of charge to the Supplier such Customer Property shall be and remain the property of the Customer and the Supplier irrevocably licences the Customer and its agents to enter upon any premises of the Supplier during normal business hours on reasonable notice to recover any such Customer Property.
- 31.2 The Supplier shall not in any circumstances have a lien or any other interest on the Customer Property and at all times the Supplier shall possess the Customer Property as fiduciary agent and bailee of the Customer.
- 31.3 The Supplier shall take all reasonable steps to ensure that the title of the Customer to the Customer Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Customer's request, store the Customer Property separately and securely and ensure that it is clearly identifiable as belonging to the Customer.
- 31.4 The Customer Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Customer otherwise within five (5) Working Days of receipt.
- 31.5 The Supplier shall maintain the Customer Property in good order and condition (excluding fair wear and tear) and shall use the Customer Property solely in connection with this Call Off Contract and for no other purpose without Approval.
- 31.6 The Supplier shall ensure the security of all the Customer Property whilst in its possession, either on the Sites or elsewhere during the supply of the Goods and/or Services, in accordance with the Customer's Security Policy and the Customer's reasonable security requirements from time to time.
- 31.7 The Supplier shall be liable for all loss of, or damage to the Customer Property, (excluding fair wear and tear), unless such loss or damage was solely caused by a

Customer Cause. The Supplier shall inform the Customer immediately of becoming aware of any defects appearing in or losses or damage occurring to the Customer Property.

32. SUPPLIER EQUIPMENT

- 32.1 Unless otherwise stated in the Call Off Order Form (or elsewhere in this Call Off Contract), the Supplier shall provide all the Supplier Equipment necessary for the provision of the Goods and/or Services.
- 32.2 The Supplier shall not deliver any Supplier Equipment nor begin any work on the Customer Premises without obtaining Approval.
- 32.3 The Supplier shall be solely responsible for the cost of carriage of the Supplier Equipment to the Sites and/or any Customer Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on the Call Off Expiry Date the Supplier shall be responsible for the removal of all relevant Supplier Equipment from the Sites and/or any Customer Premises, including the cost of packing, carriage and making good the Sites and/or the Customer Premises following removal.
- 32.4 All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Customer shall be liable for loss of or damage to any of the Supplier's property located on Customer Premises which is due to the negligent act or omission of the Customer.
- 32.5 Subject to any express provision of the BCDR Plan to the contrary, the loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Goods and/or Services in accordance with this Call Off Contract, including the Service Level Performance Measures.
- 32.6 The Supplier shall maintain all Supplier Equipment within the Sites and/or the Customer Premises in a safe, serviceable and clean condition.
- 32.7 The Supplier shall, at the Customer's written request, at its own expense and as soon as reasonably practicable:
- 32.7.1 remove from the Customer Premises any Supplier Equipment or any component part of Supplier Equipment which in the reasonable opinion of the Customer is either hazardous, noxious or not in accordance with this Call Off Contract; and
 - 32.7.2 replace such Supplier Equipment or component part of Supplier Equipment with a suitable substitute item of Supplier Equipment.
- 32.8 Not Used.

MAINTENANCE OF THE ICT ENVIRONMENT

- 32.9 If specified by the Customer in the Order Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**").
- 32.10 The Supplier shall provide to the Customer a draft Maintenance Schedule for Approval within such period of time and in accordance with any other instructions of the Customer as specified in the Call Off Order Form.

- 32.11 Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
- 32.12 The Supplier shall give as much notice as is reasonably practicable to the Customer prior to carrying out any Emergency Maintenance.
- 32.13 The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Goods and/or Services.

H. INTELLECTUAL PROPERTY AND INFORMATION

33. INTELLECTUAL PROPERTY RIGHTS

33.1 Allocation of title to IPR

33.1.1 Save as expressly granted elsewhere under this Call Off Contract:

- (a) the Customer shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, including:
 - (i) the Supplier Background IPR;
 - (ii) the Third Party IPR; and
 - (iii) the Project Specific IPR.
- (b) the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Customer or its licensors, including the:
 - (i) Customer Background IPR; and
 - (ii) Customer Data.

33.1.2 Where either Party acquires, by operation of Law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause **Error! Reference source not found.**, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).

33.1.3 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.

33.2 Licence granted by the Supplier: Project Specific IPR

33.2.1 The Supplier hereby grants to the Customer, or shall procure the direct grant to the Customer of, a perpetual, royalty-free, irrevocable, non-exclusive licence to use the Project Specific IPR including but not limited to the right to copy, adapt, publish and distribute such Project Specific IPR.

33.3 Licence granted by the Supplier: Supplier Background IPR

33.3.1 The Supplier hereby grants to the Customer a perpetual, royalty-free and non-exclusive licence to use the Supplier Background IPR for any purpose relating to the Goods and/or Services (or substantially equivalent goods

and/or services) or for any purpose relating to the exercise of the Customer's (or, if the Customer is a Central Government Body, any other Central Government Body's) business or function.

33.3.2 At any time during the Call Off Contract Period or following the Call Off Expiry Date, the Supplier may terminate a licence granted in respect of the Supplier Background IPR under Clause **Error! Reference source not found.** by giving thirty (30) days' notice in writing (or such other period as agreed by the Parties) if there is a Customer Cause which constitutes a material breach of the terms of **Error! Reference source not found.** which, if the breach is capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Customer written notice specifying the breach and requiring its remedy.

33.3.3 In the event the licence of the Supplier Background IPR is terminated pursuant to Clause **Error! Reference source not found.**, the Customer shall:

- (a) immediately cease all use of the Supplier Background IPR;
- (b) at the discretion of the Supplier, return or destroy documents and other tangible materials that contain any of the Supplier Background IPR, provided that if the Supplier has not made an election within six (6) Months of the termination of the licence, the Customer may destroy the documents and other tangible materials that contain any of the Supplier Background IPR; and
- (c) ensure, so far as reasonably practicable, that any Supplier Background IPR that is held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Customer) from any computer, word processor, voicemail system or any other device containing such Supplier Background IPR.

33.4 Customer's right to sub-license

33.4.1 The Customer shall be freely entitled to sub-license the rights granted to it pursuant to Clause 33.2 (Licence granted by the Supplier: Project Specific IPR).

33.4.2 The Customer may sub-license:

- (a) the rights granted under Clause 33.3 (Licence granted by the Supplier: Supplier Background IPR) to a third party (including for the avoidance of doubt, any Replacement Supplier) provided that:
 - (i) the sub-license is on terms no broader than those granted to the Customer; and
 - (ii) the sub-license only authorises the third party to use the rights licensed in Clause 33.3 (Licence granted by the Supplier: Supplier Background IPR) for purposes relating to the Goods and/or Services (or substantially equivalent goods and/or services) or for any purpose relating to the exercise of the Customer's (or, if the Customer is a Central Government Body, any other Central Government Body's) business or function; and
- (b) the rights granted under Clause 33.3 (Licence granted by the Supplier: Supplier Background IPR) to any Approved Sub-Licensee to the extent necessary to use and/or obtain the benefit

of the Project Specific IPR provided that the sub-licence is on terms no broader than those granted to the Customer.

33.5 Customer's right to assign/novate licences

- 33.5.1 The Customer shall be freely entitled to assign, novate or otherwise transfer its rights and obligations under the licence granted to it pursuant to Clause **Error! Reference source not found.** (Licence granted by the Supplier: Project Specific IPR).
- 33.5.2 The Customer may assign, novate or otherwise transfer its rights and obligations under the licence granted pursuant to Clause **Error! Reference source not found.** (Licence granted by the Supplier: Supplier Background IPR) to:
- (a) a Central Government Body; or
 - (b) to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Customer.
- 33.5.3 Where the Customer is a Central Government Body, any change in the legal status of the Customer which means that it ceases to be a Central Government Body shall not affect the validity of any licence granted in Clause **Error! Reference source not found.** (Licence granted by the Supplier: Project Specific IPR) and/or Clause **Error! Reference source not found.** (Licences granted by the Supplier: Supplier Background IPR). If the Customer ceases to be a Central Government Body, the successor body to the Customer shall still be entitled to the benefit of the licences granted in Clause **Error! Reference source not found.** (Licence granted by the Supplier: Project Specific IPR) and Clause **Error! Reference source not found.** (Licence granted by the Supplier: Supplier Background IPR).
- 33.5.4 If a licence granted in Clause **Error! Reference source not found.** (Licence granted by the Supplier: Project Specific IPR) and/or Clause **Error! Reference source not found.** (Licence granted by the Supplier: Supplier Background IPR) is novated under Clauses **Error! Reference source not found.** and/or **Error! Reference source not found.** or there is a change of the Customer's status pursuant to Clause **Error! Reference source not found.** (both such bodies being referred to as the "Transferee"), the rights acquired by the Transferee shall not extend beyond those previously enjoyed by the Customer.

33.6 Third Party IPR

- 33.6.1 The Supplier shall procure that the owners or the authorised licensors of any Third Party IPR grant a direct licence to the Customer on terms at least equivalent to those set out in Clause **Error! Reference source not found.** (Licence granted by the Supplier: Supplier Background IPR) and Clause 33.5 (Customer's right to assign/novate licences). If the Supplier cannot obtain for the Customer a licence materially in accordance with the licence terms set out in Clause **Error! Reference source not found.** (Licences granted by the Supplier: Supplier Background IPR) and Clause 33.5 (Customer's right to assign/novate licences) in respect of any such Third Party IPR, the Supplier shall:
- (a) notify the Customer in writing giving details of what licence terms can be obtained from the relevant third party and whether there

are alternative providers which the Supplier could seek to use;
and

- (b) only use such Third Party IPR if the Customer Approves the terms of the licence from the relevant third party.

33.7 Licence granted by the Customer

33.7.1 The Customer hereby grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call Off Contract Period to use the Customer Background IPR and the Customer Data solely to the extent necessary for providing the Goods and/or Services in accordance with this Call Off Contract, including (but not limited to) the right to grant sub-licences to Sub-Contractors provided that:

- (a) any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 34.4 (Confidentiality); and
- (b) the Supplier shall not without Approval use the licensed materials for any other purpose or for the benefit of any person other than the Customer.

33.8 Termination of licenses

33.8.1 Subject to Clause **Error! Reference source not found.** (Licence granted by the Supplier: Supplier Background IPR), all licences granted pursuant to Clause 33 (Intellectual Property Rights) (other than those granted pursuant to Clause **Error! Reference source not found.** (Third Party IPR) and **Error! Reference source not found.** (Licence granted by the Customer)) shall survive the Call Off Expiry Date.

33.8.2 The Supplier shall, if requested by the Customer in accordance with Call Off Schedule 9 (Exit Management), grant (or procure the grant) to the Replacement Supplier of a licence to use any Supplier Background IPR and/or Third Party IPR on terms equivalent to those set out in Clause **Error! Reference source not found.** (Licence granted by the Supplier: Supplier Background IPR) subject to the Replacement Supplier entering into reasonable confidentiality undertakings with the Supplier.

33.8.3 The licence granted pursuant to Clause **Error! Reference source not found.** (Licence granted by the Customer) and any sub-licence granted by the Supplier in accordance with Clause 33.7 (Licence granted by the Customer) shall terminate automatically on the Call Off Expiry Date and the Supplier shall:

- (a) immediately cease all use of the Customer Background IPR and the Customer Data (as the case may be);
- (b) at the discretion of the Customer, return or destroy documents and other tangible materials that contain any of the Customer Background IPR and the Customer Data, provided that if the Customer has not made an election within six months of the termination of the licence, the Supplier may destroy the documents and other tangible materials that contain any of the Customer Background IPR and the Customer Data (as the case may be); and
- (c) ensure, so far as reasonably practicable, that any Customer Background IPR and Customer Data that are held in electronic,

digital or other machine-readable form ceases to be readily accessible from any computer, word processor, voicemail system or any other device of the Supplier containing such Customer Background IPR and/or Customer Data.

33.9 IPR Indemnity

- 33.9.1 The Supplier shall, during and after the Call Off Contract Period, on written demand, indemnify the Customer against all Losses incurred by, awarded against, or agreed to be paid by the Customer (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim.
- 33.9.2 If an IPR Claim is made, or the Supplier anticipates that an IPR Claim might be made, the Supplier may, at its own expense and sole option, either:
- (a) procure for the Customer the right to continue using the relevant item which is subject to the IPR Claim; or
 - (b) replace or modify the relevant item with non-infringing substitutes provided that:
 - (i) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
 - (ii) the replaced or modified item does not have an adverse effect on any other Goods and/or Services;
 - (iii) there is no additional cost to the Customer; and
 - (iv) the terms and conditions of this Call Off Contract shall apply to the replaced or modified Goods and/or Services.
- 33.9.3 If the Supplier elects to procure a licence in accordance with Clause **Error! Reference source not found.** or to modify or replace an item pursuant to Clause **Error! Reference source not found.**, but this has not avoided or resolved the IPR Claim, then:
- (i) the Customer may terminate this Call Off Contract by written notice with immediate effect; and
 - (ii) without prejudice to the indemnity set out in Clause **Error! Reference source not found.**, the Supplier shall be liable for all reasonable and unavoidable costs of the substitute goods and/or services including the additional costs of procuring, implementing and maintaining the substitute items.

34. SECURITY AND PROTECTION OF INFORMATION

34.1 Security Requirements

- 34.1.1 The Supplier shall comply with the Security Policy and the requirements of Call Off Schedule 7 (Security) including the Security Management Plan (if any) and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

- 34.1.2 The Customer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 34.1.3 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 Goods and/or Services it may propose a Variation to the Customer. 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 Call Off Contract Charges shall then be subject to the Variation Procedure.
- 34.1.4 Until and/or unless a change to the Call Off Contract Charges is agreed by the Customer pursuant to the Variation Procedure the Supplier shall continue to provide the Goods and/or Services in accordance with its existing obligations.

34.2 Malicious Software

- 34.2.1 The Supplier shall, as an enduring obligation throughout the Call Off Contract Period use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor (unless otherwise agreed in writing between the Parties) to check for, contain the spread of, and minimise the impact of Malicious Software (or as otherwise agreed between the Parties).
- 34.2.2 Notwithstanding Clause 34.2.1, if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Customer Data, assist each other to mitigate any losses and to restore the provision of the Goods and/or Services to its desired operating efficiency.
- 34.2.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Clause 34.2.2 shall be borne by the Parties as follows:
 - (a) by the Supplier, where the Malicious Software originates from the Supplier Software, the Third Party Software supplied by the Supplier (except where the Customer has waived the obligation set out in Clause 34.2.1) or the Customer Data (whilst the Customer Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Customer when provided to the Supplier; and
 - (b) by the Customer if the Malicious Software originates from the Customer Software (in respect of which the Customer has waived its obligation set out in Clause 34.2.1) or the Customer Data (whilst the Customer Data was under the control of the Customer).

34.3 Protection of Customer Data

- 34.3.1 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Customer Data.
- 34.3.2 The Supplier shall not store, copy, disclose, or use the Customer Data except as necessary for the performance by the Supplier of its obligations under this Call Off Contract or as otherwise Approved by the Customer.

- 34.3.3 To the extent that the Customer Data is held and/or Processed by the Supplier, the Supplier shall supply that Customer Data to the Customer as requested by the Customer and in the format (if any) specified by the Customer in the Call Off Order Form and, in any event, as specified by the Customer from time to time in writing.
- 34.3.4 The Supplier shall take responsibility for preserving the integrity of Customer Data and preventing the corruption or loss of Customer Data.
- 34.3.5 The Supplier shall perform secure back-ups of all Customer Data and shall ensure that up-to-date back-ups are stored off-site at an Approved location in accordance with any BCDR Plan or otherwise. The Supplier shall ensure that such back-ups are available to the Customer (or to such other person as the Customer may direct) at all times upon request and are delivered to the Customer at no less than six (6) Monthly intervals (or such other intervals as may be agreed in writing between the Parties).
- 34.3.6 The Supplier shall ensure that any system on which the Supplier holds any Customer Data (and data about Customer data), including back-up data, is a secure system that complies with the Security Policy and the Security Management Plan (if any).
- 34.3.7 If at any time the Supplier suspects or has reason to believe that the Customer Data is corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Customer immediately and inform the Customer of the remedial action the Supplier proposes to take.
- 34.3.8 If the Customer Data is corrupted, lost or sufficiently degraded as a result of a Default so as to be unusable, the Customer may:
- (a) require the Supplier (at the Supplier's expense) to restore or procure the restoration of Customer Data to the extent and in accordance with the requirements specified in Call Off Schedule 8 (Business Continuity and Disaster Recovery) or as otherwise required by the Customer, and the Supplier shall do so as soon as practicable but not later than five (5) Working Days from the date of receipt of the Customer's notice; and/or
 - (b) itself restore or procure the restoration of Customer Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in Call Off Schedule 8 (Business Continuity and Disaster Recovery) or as otherwise required by the Customer.

34.4 Confidentiality

- 34.4.1 For the purposes of Clause 34.4 the term **"Disclosing Party"** shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and **"Recipient"** shall mean the Party which receives or obtains directly or indirectly Confidential Information.
- 34.4.2 Except to the extent set out in Clause 34.4 or where disclosure is expressly permitted elsewhere in this Call Off Contract, the Recipient shall:
- (a) treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such

materials are stored and the nature of the Confidential Information contained in those materials); and

- (b) not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Call Off Contract or without obtaining the owner's prior written consent;
- (c) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Call Off Contract; and
- (d) immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.

34.4.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:

- (a) the Recipient is required to disclose the Confidential Information by Law, provided that Clause 34.6 (Freedom of Information) shall apply to disclosures required under the FOIA or the EIRs;
- (b) the need for such disclosure arises out of or in connection with:
 - (i) any legal challenge or potential legal challenge against the Customer arising out of or in connection with this Call Off Contract;
 - (ii) the examination and certification of the Customer's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer is making use of any Goods and/or Services provided under this Call Off Contract; or
 - (iii) the conduct of a Central Government Body review in respect of this Call Off Contract; or
- (c) the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.

34.4.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.

34.4.5 Subject to Clauses 34.4.2, the Supplier may only disclose the Confidential Information of the Customer on a confidential basis to:

- (a) Supplier Personnel who are directly involved in the provision of the Goods and/or Services and need to know the Confidential

Information to enable performance of the Supplier's obligations under this Call Off Contract; and

(b) its professional advisers for the purposes of obtaining advice in relation to this Call Off Contract.

34.4.6 Where the Supplier discloses Confidential Information of the Customer pursuant to Clause 34.4.5, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Call Off Contract by the persons to whom disclosure has been made.

34.4.7 The Customer may disclose the Confidential Information of the Supplier:

(a) to any Central Government Body on the basis that the information may only be further disclosed to Central Government Bodies;

(b) to the British Parliament and any committees of the British Parliament or if required by any British Parliamentary reporting requirement;

(c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

(d) on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 34.4.7(a) (including any benchmarking organisation) for any purpose relating to or connected with this Call Off Contract;

(e) on a confidential basis for the purpose of the exercise of its rights under this Call Off Contract; or

(f) to a proposed transferee, assignee or novatee of, or successor in title to the Customer,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under Clause 34.4.

34.4.8 Nothing in Clause 34.4 shall prevent a Recipient from using any techniques, ideas or Know-How gained during the performance of this Call Off Contract in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

34.4.9 In the event that the Supplier fails to comply with Clauses 34.4.2 to 34.4.5, the Customer reserves the right to terminate this Call Off Contract for material Default.

34.5 Transparency

34.5.1 The Parties acknowledge and agree that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Call Off Contract and any Transparency Reports under it is not Confidential Information and shall be made available in accordance with the procurement policy note 13/15 https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/458554/Procurement_Policy_Note_13_15.pdf and the

Transparency Principles referred to therein. The Customer shall determine whether any of the content of this Call Off Contract is exempt from disclosure in accordance with the provisions of the FOIA. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.

34.5.2 Notwithstanding any other provision of this Call Off Contract, the Supplier hereby gives his consent for the Customer to publish this Call Off Contract in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including any changes to this Call Off Contract agreed from time to time.

34.5.3 The Supplier shall assist and cooperate with the Customer to enable the Customer to publish this Call Off Contract.

34.6 Freedom of Information

34.6.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the EIRs. The Supplier shall:

(a) provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its Information disclosure obligations under the FOIA and EIRs;

(b) transfer to the Customer all Requests for Information relating to this Call Off Contract that it receives as soon as practicable and in any event within two (2) Working Days of receipt;

(c) provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within five (5) Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and

(d) not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

34.6.2 The Supplier acknowledges that the Customer may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Customer shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Secretary of State's Section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Call Off Contract) the Customer shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

34.7 Protection of Personal Data

34.7.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Schedule 16 (Authorised Processing Template) by the Customer and may not be determined by the Supplier.

- 34.7.2 The Supplier shall notify the Customer immediately if it considers that any of the Customer instructions infringe the Data Protection Legislation.
- 34.7.3 The Supplier shall, subject to the payment of any applicable fees, provide reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the mutual discretion of the parties, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 34.7.4 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Call Off Contract:
- (a) process that Personal Data only in accordance with Schedule 16 (Authorised Processing Template), unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that:
 - (i) the Supplier Personnel do not process Personal Data except in accordance with this Call Off Contract (and in particular Schedule 16 (Authorised Processing Template));
 - (ii) it takes reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Supplier's duties under this Clause;
 - (B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the

Customer or as otherwise permitted by this Call Off Contract; and

- (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
 - (d) other than to those Sub-processors listed in Call Off Schedule 17, not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
 - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
 - (e) without undue delay and subject to the payment of any applicable fees and services levels agreed, at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Call Off Contract unless the Supplier is required by Law to retain the Personal Data.
- 34.7.5 Subject to Clause 34.7.7, the Supplier shall notify the Customer without undue delay if it:
- (f) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (g) receives a request to rectify, block or erase any Personal Data;
 - (h) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (i) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Call Off Contract;
 - (j) 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
 - (k) becomes aware of a Data Loss Event.
- 34.7.6 The Supplier's obligation to notify under Clause 34.7.5 shall include the provision of further reasonable information to the Customer in phases, as details become available.

- 34.7.7 Taking into account the nature of the processing, the Supplier shall provide the Customer with reasonable assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 34.7.5 (and insofar as possible within the timescales reasonably required by the Customer) including by without undue delay providing:
- (a) the Customer with full details and copies of the complaint, communication or request;
 - (b) and subject to any applicable fees and service levels agreed, such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request or to respond to rights exercised by Data Subjects within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Customer, at its request, with any specific Personal Data requested in relation to a Data Subject, to the extent that such specific Personal Data is known to and in the control of the Supplier;
 - (d) reasonable assistance as requested by the Customer following any Data Loss Event;
 - (e) reasonable assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 34.7.8 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- (a) the Customer determines that the processing is not occasional;
 - (b) the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 34.7.9 Upon the provision of at least five (5) business days' notice, the Supplier shall allow (subject to the Authority's or the Authority's designated auditor's compliance with any site rules) for audits of its Data Processing activity by the Customer or the Customer designated auditor.
- 34.7.10 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 34.7.11 Other than for those Sub-processors listed in Call Off Schedule 17, before allowing any Sub-processor to process any Personal Data related to this Call Off Contract, the Supplier must:
- (a) notify the Customer in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Customer;

- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 34.7.11 such that they apply to the Sub-processor; and
 - (d) provide the with such information regarding the Sub-processor as the Customer may reasonably require.
- 34.7.12 The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.
- 34.7.13 The Supplier may, at any time on not less than 30 Working Days' notice, revise this Clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Call Off Contract).
- 34.7.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Supplier amend this Call Off Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 34.7.15 NOT USED.

35. PUBLICITY AND BRANDING

- 35.1 The Supplier shall not:
- 35.1.1 make any press announcements or publicise this Call Off Contract in any way; or
 - 35.1.2 use the Customer's name or brand in any promotion or marketing or announcement of orders,
 - 35.1.3 without Approval (the decision of the Customer to Approve or not shall not be unreasonably withheld or delayed).
- 35.2 Each Party acknowledges to the other that nothing in this Call Off Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party (including the Goods and/or Services, Equipment, the Supplier System and the Customer System) and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

I. LIABILITY AND INSURANCE

36. LIABILITY

- 36.1 Unlimited Liability
- 36.1.1 Neither Party excludes or limits it liability for:
 - (a) death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors (as applicable);
 - (b) bribery or Fraud by it or its employees;
 - (c) breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - (d) any liability to the extent it cannot be excluded or limited by Law.

- 36.1.2 The Supplier does not exclude or limit its liability in respect of the indemnity in **Error! Reference source not found.** (IPR Indemnity) and in each case whether before or after the making of a demand pursuant to the indemnity therein.

36.2 Financial Limits

- 36.2.1 Subject to Clause 36.1 (Unlimited Liability), the Supplier's total aggregate liability:

(a) in respect of all:

- (i) Service Credits; and
- (ii) Compensation for Critical Service Level Failure;

incurred in any rolling period of 12 Months shall be subject in aggregate to the Service Credit Cap;

(b) in respect of all other Losses incurred by the Customer under or in connection with this Call Off Contract as a result of Defaults by the Supplier shall in no event exceed:

- (i) in relation to any Defaults occurring from the Call Off Commencement Date to the end of the first Call Off Contract Year, the higher of ten million pounds (£10,000,000) or a sum equal to one hundred and fifty per cent (150%) of the Estimated Year 1 Call Off Contract Charges;
- (ii) in relation to any Defaults occurring in each subsequent Call Off Contract Year that commences during the remainder of the Call Off Contract Period, the higher of ten million pounds (£10,000,000) in each such Call Off Contract Year or a sum equal to one hundred and fifty per cent (150%) of the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the previous Call Off Contract Year; and
- (iii) in relation to any Defaults occurring in each Call Off Contract Year that commences after the end of the Call Off Contract Period, the higher of ten million pounds (£10,000,000) in each such Call Off Contract Year or a sum equal to one hundred and fifty per cent (150%) of the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the last Call Off Contract Year commencing during the Call Off Contract Period;

unless the Customer has specified different financial limits in the Call Off Order Form.

- 36.2.2 Subject to Clauses 36.1 (Unlimited Liability) and 36.2 (Financial Limits) and without prejudice to its obligation to pay the undisputed Call Off Contract Charges as and when they fall due for payment, the Customer's total aggregate liability in respect of all Losses as a result of Customer Causes shall be limited to:

(a) in relation to any Customer Causes occurring from the Call Off Commencement Date to the end of the first Call Off Contract Year, a sum equal to the Estimated Year 1 Call Off Contract Charges;

- (b) in relation to any Customer Causes occurring in each subsequent Call Off Contract Year that commences during the remainder of the Call Off Contract Period, a sum equal to the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the previous Call Off Contract Year; and
- (c) in relation to any Customer Causes occurring in each Call Off Contract Year that commences after the end of the Call Off Contract Period, a sum equal to the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the last Call Off Contract Year commencing during the Call Off Contract Period.

36.3 Non-recoverable Losses

36.3.1 Subject to Clause 36.1 (Unlimited Liability) neither Party shall be liable to the other Party for any:

- (a) indirect, special or consequential Loss;
- (b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

36.4 Recoverable Losses

36.4.1 Subject to Clause 36.2 (Financial Limits), and notwithstanding Clause 36.3 (Non-recoverable Losses), the Supplier acknowledges that the Customer may, amongst other things, recover from the Supplier the following Losses incurred by the Customer to the extent that they arise as a result of a Default by the Supplier:

- (a) any additional operational and/or administrative costs and expenses incurred by the Customer, including costs relating to time spent by or on behalf of the Customer in dealing with the consequences of the Default;
- (b) any wasted expenditure or charges;
- (c) the additional cost of procuring Replacement Goods and/or Services for the remainder of the Call Off Contract Period and/or replacement Deliverables, which shall include any incremental costs associated with such Replacement Goods and/or Services and/or replacement Deliverables above those which would have been payable under this Call Off Contract;
- (d) any compensation or interest paid to a third party by the Customer; and
- (e) any fine, penalty or costs incurred by the Customer pursuant to Law.

36.5 Miscellaneous

- 36.5.1 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Call Off Contract.
- 36.5.2 Any Deductions shall not be taken into consideration when calculating the Supplier's liability under Clause 36.2 (Financial Limits).
- 36.5.3 Subject to any rights of the Customer under this Call Off Contract (including in respect of an IPR Claim), any claims by a third party where an

indemnity is sought by that third party from a Party to this Call Off Contract shall be dealt with in accordance with the provisions of Framework Schedule 20 (Conduct of Claims).

37. INSURANCE

- 37.1 This Clause 37 will only apply where specified in the Call Off Order Form or elsewhere in this Call Off Contract.
- 37.2 Notwithstanding any benefit to the Customer of the policy or policies of insurance referred to in Clause 31 (Insurance) of the Framework Agreement, the Supplier shall effect and maintain such further policy or policies of insurance or extensions to such existing policy or policies of insurance procured under the Framework Agreement in respect of all risks which may be incurred by the Supplier arising out of its performance of its obligations under this Call Off Contract.
- 37.3 Without limitation to the generality of Clause 37.2 the Supplier shall ensure that it maintains the policy or policies of insurance as stipulated in the Call Off Order Form.
- 37.4 The Supplier shall effect and maintain the policy or policies of insurance referred to in Clause 37 for six (6) years after the Call Off Expiry Date.
- 37.5 The Supplier shall give the Customer, on request, copies of all insurance policies referred to in Clause 37 or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 37.6 If, for whatever reason, the Supplier fails to give effect to and maintain the insurance policies required under Clause 37 the Customer may make alternative arrangements to protect its interests and may recover the premium and other costs of such arrangements as a debt due from the Supplier.
- 37.7 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liability under this Call Off Contract. It shall be the responsibility of the Supplier to determine the amount of insurance cover that will be adequate to enable the Supplier to satisfy any liability in relation to the performance of its obligations under this Call Off Contract.
- 37.8 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 Customer (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.

J. REMEDIES AND RELIEF

38. CUSTOMER REMEDIES FOR DEFAULT

38.1 Remedies

- 38.1.1 Without prejudice to any other right or remedy of the Customer howsoever arising (including under Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)) and subject to the exclusive financial remedy provisions in Clauses 13.6 (Service Levels and Service Credits) and 6.4.1(b) (Delay Payments), if the Supplier commits any Default of this Call

Off Contract then the Customer may (whether or not any part of the Goods and/or Services have been Delivered) do any of the following:

- (a) at the Customer's option, give the Supplier the opportunity (at the Supplier's expense) to remedy the Default together with any damage resulting from such Default (where such Default is capable of remedy) or to supply Replacement Goods and/or Services and carry out any other necessary work to ensure that the terms of this Call Off Contract are fulfilled, in accordance with the Customer's instructions;
- (b) carry out, at the Supplier's expense, any work necessary to make the provision of the Goods and/or Services comply with this Call Off Contract;
- (c) if the Default is a material Default that is capable of remedy (and for these purposes a material Default may be a single material Default or a number of Defaults or repeated Defaults - whether of the same or different obligations and regardless of whether such Defaults are remedied - which taken together constitute a material Default):
 - (i) instruct the Supplier to comply with the Rectification Plan Process;
 - (ii) suspend this Call Off Contract (whereupon the relevant provisions of Clause 44 (Partial Termination, Suspension and Partial Suspension) shall apply) and step-in to itself supply or procure a third party to supply (in whole or in part) the Goods and/or Services;
 - (iii) without terminating or suspending the whole of this Call Off Contract, terminate or suspend this Call Off Contract in respect of part of the provision of the Goods and/or Services only (whereupon the relevant provisions of Clause 44 (Partial Termination, Suspension and Partial Suspension) shall apply) and step-in to itself supply or procure a third party to supply (in whole or in part) such part of the Good and/or Services;

38.1.2 Where the Customer exercises any of its step-in rights under Clauses 38.1.1(c)(ii) or 38.1.1(c)(iii), the Customer shall have the right to charge the Supplier for and the Supplier shall on demand pay any costs reasonably incurred by the Customer (including any reasonable administration costs) in respect of the supply of any part of the Goods and/or Services by the Customer or a third party and provided that the Customer uses its reasonable endeavours to mitigate any additional expenditure in obtaining Replacement Goods and/or Replacement Goods and/or Services.

38.2 Rectification Plan Process

38.2.1 Where the Customer has instructed the Supplier to comply with the Rectification Plan Process pursuant to Clause 38.1.1(c)(i):

- (a) the Supplier shall submit a draft Rectification Plan to the Customer for it to review as soon as possible and in any event within 10 (ten) Working Days (or such other period as may be agreed between the Parties) from the date of Customer's instructions. The Supplier shall submit a draft Rectification

Plan even if the Supplier disputes that it is responsible for the Default giving rise to the Customer's request for a draft Rectification Plan.

(b) the draft Rectification Plan shall set out:

- (i) full details of the Default that has occurred, including a root cause analysis;
- (ii) the actual or anticipated effect of the Default; and
- (iii) 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).

38.2.2 The Supplier shall promptly provide to the Customer any further documentation that the Customer requires to assess the Supplier's root cause analysis. If the Parties do not agree on the root cause set out in the draft Rectification Plan, either Party may refer the matter to be determined by an expert in accordance with paragraph 5 of Call Off Schedule 11 (Dispute Resolution Procedure).

38.2.3 The Customer may reject the draft Rectification Plan by notice to the Supplier if, acting reasonably, it considers that the draft Rectification Plan is inadequate, for example because the draft Rectification Plan:

- (a) is insufficiently detailed to be capable of proper evaluation;
- (b) will take too long to complete;
- (c) will not prevent reoccurrence of the Default; and/or
- (d) will rectify the Default but in a manner which is unacceptable to the Customer.

38.2.4 The Customer shall notify the Supplier whether it consents to the draft Rectification Plan as soon as reasonably practicable. If the Customer rejects the draft Rectification Plan, the Customer shall give reasons for its decision and the Supplier shall take the reasons into account in the preparation of a revised Rectification Plan. The Supplier shall submit the revised draft of the Rectification Plan to the Customer for review within five (5) Working Days (or such other period as agreed between the Parties) of the Customer's notice rejecting the first draft.

38.2.5 If the Customer consents to the Rectification Plan, the Supplier shall immediately start work on the actions set out in the Rectification Plan.

39. SUPPLIER RELIEF DUE TO CUSTOMER CAUSE

39.1 If the Supplier has failed to:

- 39.1.1 Achieve a Milestone by its Milestone Date;
- 39.1.2 provide the Goods and/or Services in accordance with the Service Levels;
- 39.1.3 comply with its obligations under this Call Off Contract,
(each a "Supplier Non-Performance"),

and can demonstrate that the Supplier Non-Performance would not have occurred but for a Customer Cause, then (subject to the Supplier fulfilling its obligations in Clause 17 (Supplier Notification of Customer Cause)):

- (a) the Supplier shall not be treated as being in breach of this Call Off Contract to the extent the Supplier can demonstrate that the Supplier Non-Performance was caused by the Customer Cause;
- (b) the Customer shall not be entitled to exercise any rights that may arise as a result of that Supplier Non-Performance to terminate this Call Off Contract pursuant to Clause 41 (Customer Termination Rights) except Clause 41.7 (Termination Without Cause);
- (c) where the Supplier Non-Performance constitutes the failure to Achieve a Milestone by its Milestone Date:
 - (i) the Milestone Date shall be postponed by a period equal to the period of Delay that the Supplier can demonstrate was caused by the Customer Cause;
 - (ii) if the Customer, acting reasonably, considers it appropriate, the Implementation Plan shall be amended to reflect any consequential revisions required to subsequent Milestone Dates resulting from the Customer Cause;
 - (iii) if failure to Achieve a Milestone attracts a Delay Payment, the Supplier shall have no liability to pay any such Delay Payment associated with the Milestone to the extent that the Supplier can demonstrate that such failure was caused by the Customer Cause; and/or
- (d) where the Supplier Non-Performance constitutes a Service Level Failure:
 - (i) the Supplier shall not be liable to accrue Service Credits;
 - (ii) the Customer shall not be entitled to any Compensation for Critical Service Level Failure pursuant to Clause 14 (Critical Service Level Failure); and
 - (iii) the Supplier shall be entitled to invoice for the Call Off Contract Charges for the provision of the relevant Goods and/or Services affected by the Customer Cause,in each case, to the extent that the Supplier can demonstrate that the Service Level Failure was caused by the Customer Cause.

39.2 In order to claim any of the rights and/or relief referred to in Clause 39.1, the Supplier shall:

- 39.2.1 comply with its obligations under Clause 17 (Notification of Customer Cause); and
- 39.2.2 within ten (10) Working Days of becoming aware that a Customer Cause has caused, or is likely to cause, a Supplier Non-Performance, give the Customer notice (a “**Relief Notice**”) setting out details of:
 - (a) the Supplier Non-Performance;

(b) the Customer Cause and its effect on the Supplier's ability to meet its obligations under this Call Off Contract; and

(c) the relief claimed by the Supplier.

39.3 Following the receipt of a Relief Notice, the Customer shall as soon as reasonably practicable consider the nature of the Supplier Non-Performance and the alleged Customer Cause and whether it agrees with the Supplier's assessment set out in the Relief Notice as to the effect of the relevant Customer Cause and its entitlement to relief, consulting with the Supplier where necessary.

39.4 Without prejudice to Clauses 8.7 (Continuing obligation to provide the Goods and/or Services) and 9.11 (Continuing obligation to provide the Goods), if a Dispute arises as to:

39.4.1 whether a Supplier Non-Performance would not have occurred but for a Customer Cause; and/or

39.4.2 the nature and/or extent of the relief claimed by the Supplier,

either Party may refer the Dispute to the Dispute Resolution Procedure. Pending the resolution of the Dispute, both Parties shall continue to resolve the causes of, and mitigate the effects of, the Supplier Non-Performance.

39.5 Any Variation that is required to the Implementation Plan or to the Call Off Contract Charges pursuant to Clause 39 shall be implemented in accordance with the Variation Procedure.

40. FORCE MAJEURE

40.1 Subject to the remainder of Clause 40 (and, in relation to the Supplier, subject to its compliance with any obligations in Clause 15 (Business Continuity and Disaster Recovery)), a Party may claim relief under Clause 40 from liability for failure to meet its obligations under this Call Off Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under this Call Off Contract which results from a failure or delay by an agent, Sub-Contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.

40.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.

40.3 If the Supplier is the Affected Party, it shall not be entitled to claim relief under Clause 40 to the extent that consequences of the relevant Force Majeure Event:

40.3.1 are capable of being mitigated by any of the provision of any Goods and/or Services, including any BCDR Goods and/or Services, but the Supplier has failed to do so; and/or

40.3.2 should have been foreseen and prevented or avoided by a prudent provider of goods and/or services similar to the Goods and/or Services, operating to the standards required by this Call Off Contract.

40.4 Subject to Clause 40.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an

appropriate timetable in which those steps should be taken, to enable continued provision of the Goods and/or Services affected by the Force Majeure Event.

40.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.

40.6 Where, as a result of a Force Majeure Event:

40.6.1 an Affected Party fails to perform its obligations in accordance with this Call Off Contract, then during the continuance of the Force Majeure Event:

(a) the other Party shall not be entitled to exercise any rights to terminate this Call Off Contract in whole or in part as a result of such failure unless the provision of the Goods and/or Services is materially impacted by a Force Majeure Event which endures for a continuous period of more than ninety (90) days; and

(b) the Supplier shall not be liable for any Default and the Customer shall not be liable for any Customer Cause arising as a result of such failure;

40.6.2 the Supplier fails to perform its obligations in accordance with this Call Off Contract:

(a) the Customer shall not be entitled:

(i) during the continuance of the Force Majeure Event to exercise its step-in rights under Clause 38.1.1(b) and 38.1.1(c) (Customer Remedies for Default) as a result of such failure;

(ii) to receive Delay Payments pursuant to Clause 6.4 (Delay Payments) to the extent that the Achievement of any Milestone is affected by the Force Majeure Event; and

(iii) to receive Service Credits or withhold and retain any of the Call Off Contract Charges as Compensation for Critical Service Level Failure pursuant to Clause 14 (Critical Service Level Failure) to the extent that a Service Level Failure or Critical Service Level Failure has been caused by the Force Majeure Event; and

(b) the Supplier shall be entitled to receive payment of the Call Off Contract Charges (or a proportional payment of them) only to the extent that the Goods and/or Services (or part of the Goods and/or Services) continue to be provided in accordance with the terms of this Call Off Contract during the occurrence of the Force Majeure Event.

40.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Call Off Contract.

40.8 Relief from liability for the Affected Party under Clause 40 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with

its obligations under this Call Off Contract and shall not be dependent on the serving of notice under Clause 40.7.

K. TERMINATION AND EXIT MANAGEMENT

41. CUSTOMER TERMINATION RIGHTS

41.1 Termination in Relation to Call Off Guarantee

41.1.1 Where this Call Off Contract is conditional upon the Supplier procuring a Call Off Guarantee pursuant to Clause 4 (Call Off Guarantee), the Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier where:

- (a) the Call Off Guarantor withdraws the Call Off Guarantee for any reason whatsoever;
- (b) the Call Off Guarantor is in breach or anticipatory breach of the Call Off Guarantee;
- (c) an Insolvency Event occurs in respect of the Call Off Guarantor; or
- (d) the Call Off Guarantee becomes invalid or unenforceable for any reason whatsoever,

and in each case the Call Off Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Customer; or

- (e) the Supplier fails to provide the documentation required by Clause 4.1 by the date so specified by the Customer.

41.2 Termination on Material Default

41.2.1 The Customer may terminate this Call Off Contract for material Default by issuing a Termination Notice to the Supplier where:

- (a) the Supplier commits a Critical Service Level Failure;
- (b) the representation and warranty given by the Supplier pursuant to Clause 3.2.5 (Representations and Warranties) is materially untrue or misleading, and the Supplier fails to provide details of proposed mitigating factors which in the reasonable opinion of the Customer are acceptable;
- (c) as a result of any Defaults, the Customer incurs Losses in any Contract Year which exceed 80% (unless stated differently in the Call Off Order Form) of the value of the Supplier's aggregate annual liability limit for that Contract Year as set out in Clauses 36.2.1(a) and 36.2.1(b) (Liability);
- (d) the Customer expressly reserves the right to terminate this Call Off Contract for material Default, including pursuant to any of the following Clauses: 6.2.3 (Implementation Plan), 8.4.2 (Goods and/or Services), 9.4.2 and 9.6.1 (Goods), 10.3 (Installation Works), 14.1 (Critical Service Level Failure), 16.4 (Disruption), 21.5 (Records, Audit Access and Open Book Data), 24.3 (Promoting Tax Compliance), 34.4.9 (Confidentiality), 50.6.2 (Prevention of Fraud and Bribery),

Paragraph 1.2.4 of the Annex to Part A and Paragraph 1.2.4 of the Annex to Part B of Call Off Schedule 10 (Staff Transfer);

(e) the Supplier commits any material Default of this Call Off Contract which is not, in the reasonable opinion of the Customer, capable of remedy; and/or

(f) the Supplier commits a Default, including a material Default, which in the opinion of the Customer is remediable but has not remedied such Default to the satisfaction of the Customer in accordance with the Rectification Plan Process.

41.2.2 For the purpose of Clause 41.2.1, a material Default may be a single material Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied) which taken together constitute a material Default.

41.3 Termination in Relation to Financial Standing

41.3.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier where in the reasonable opinion of the Customer there is a material detrimental change in the financial standing and/or the credit rating of the Supplier which:

(a) adversely impacts on the Supplier's ability to supply the Goods and/or Services under this Call Off Contract; or

(b) could reasonably be expected to have an adverse impact on the Suppliers ability to supply the Goods and/or Services under this Call Off Contract.

41.4 Termination on Insolvency

41.4.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier where an Insolvency Event affecting the Supplier occurs.

41.5 Termination on Change of Control

41.5.1 The Supplier shall notify the Customer immediately in writing and as soon as the Supplier is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control and provided such notification does not contravene any Law.

41.5.2 The Supplier shall ensure that any notification made pursuant to Clause 41.5.1 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.

41.5.3 The Customer may terminate this Call Off Contract under Clause 41.5 by issuing a Termination Notice to the Supplier within six (6) Months of:

(a) being notified in writing that a Change of Control is anticipated or in contemplation or has occurred; or

(b) where no notification has been made, the date that the Customer becomes aware that a Change of Control is anticipated or is in contemplation or has occurred,

but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.

41.6 Termination for breach of Regulations

- 41.6.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier on the occurrence of any of the statutory provisos contained in Regulation 73 (1) (a) to (c).
- 41.7 Termination Without Cause
- 41.7.1 The Customer shall have the right to terminate this Call Off Contract at any time by issuing a Termination Notice to the Supplier giving at least thirty (30) Working Days written notice (unless stated differently in the Call Off Order Form).
- 41.8 Termination in Relation to Framework Agreement
- 41.8.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier if the Framework Agreement is terminated for any reason whatsoever.
- 41.9 Termination In Relation to Benchmarking
- 41.9.1 The Customer may terminate this Call Off 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 1 and 2 of Framework Schedule 12 (Continuous Improvement and Benchmarking).
- 41.10 Termination in Relation to Variation
- 41.10.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier for failure of the Parties to agree or the Supplier to implement a Variation in accordance with the Variation Procedure.

42. SUPPLIER TERMINATION RIGHTS

- 42.1 Termination on Customer Cause for Failure to Pay
- 42.1.1 The Supplier may, by issuing a Termination Notice to the Customer, terminate this Call Off Contract if the Customer fails to pay an undisputed sum due to the Supplier under this Call Off Contract which in aggregate exceeds an amount equal to one month's average Call Off Contract Charges (unless a different amount has been specified in the Call Off Order Form), for the purposes of this Clause 42.1.1 (the "**Undisputed Sums Limit**"), and the said undisputed sum due remains outstanding for forty (40) Working Days (the "**Undisputed Sums Time Period**") after the receipt by the Customer of a written notice of non-payment from the Supplier specifying:
- (a) the Customer's failure to pay; and
 - (b) the correct overdue and undisputed sum; and
 - (c) the reasons why the undisputed sum is due; and
 - (d) the requirement on the Customer to remedy the failure to pay; and
- this Call Off Contract shall then terminate on the date specified in the Termination Notice (which shall not be less than twenty (20) Working Days from the date of the issue of the Termination Notice), save that such right of termination shall not apply where the failure to pay is due to the Customer exercising its rights under this Call Off Contract including Clause 23.3 (Retention and Set off).

- 42.1.2 The Supplier shall not suspend the supply of the Goods and/or Services for failure of the Customer to pay undisputed sums of money (whether in whole or in part).

43. TERMINATION BY EITHER PARTY

43.1 Termination for continuing Force Majeure Event

- 43.1.1 Either Party may, by issuing a Termination Notice to the other Party, terminate this Call Off Contract in accordance with Clause 40.6.1(a) (Force Majeure).

44. PARTIAL TERMINATION, SUSPENSION AND PARTIAL SUSPENSION

44.1 Where the Customer has the right to terminate this Call Off Contract, the Customer shall be entitled to terminate or suspend all or part of this Call Off Contract provided always that, if the Customer elects to terminate or suspend this Call Off Contract in part, the parts of this Call Off Contract not terminated or suspended can, in the Customer's reasonable opinion, operate effectively to deliver the intended purpose of the surviving parts of this Call Off Contract.

44.2 Any suspension of this Call Off Contract under Clause 44.1 shall be for such period as the Customer may specify and without prejudice to any right of termination which has already accrued, or subsequently accrues, to the Customer.

44.3 The Parties shall seek to agree the effect of any Variation necessitated by a partial termination, suspension or partial suspension in accordance with the Variation Procedure, including the effect that the partial termination, suspension or partial suspension may have on the provision of any other Goods and/or Services and the Call Off Contract Charges, provided that the Supplier shall not be entitled to:

- 44.3.1 an increase in the Call Off Contract Charges in respect of the provision of the Goods and/or Services that have not been terminated if the partial termination arises due to the exercise of any of the Customer's termination rights under Clause 41 (Customer Termination Rights) except Clause 41.7 (Termination Without Cause); and

44.3.2 reject the Variation.

45. CONSEQUENCES OF EXPIRY OR TERMINATION

45.1 Consequences of termination under Clauses 41.1 (Termination in Relation to Guarantee), 41.2 (Termination on Material Default), 41.3 (Termination in Relation to Financial Standing), 41.8 (Termination in Relation to Framework Agreement), 41.9 (Termination in Relation to Benchmarking) and 41.10 (Termination in Relation to Variation)

45.1.1 Where the Customer:

- (a) terminates (in whole or in part) this Call Off Contract under any of the Clauses referred to in Clause 45.1; and

- (b) then makes other arrangements for the supply of the Goods and/or Services,

the Customer may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Customer throughout the remainder of the Call Off

Contract Period provided that Customer shall take all reasonable steps to mitigate such additional expenditure. No further payments shall be payable by the Customer to the Supplier until the Customer has established the final cost of making those other arrangements.

45.2 Consequences of termination under Clauses 41.7 (Termination without Cause) and 42.1 (Termination on Customer Cause for Failure to Pay)

45.2.1 Where the Customer terminates (in whole or in part) this Call Off Contract under Clause 41.7 (Termination without Cause) the Customer shall:

(a) in respect of the Goods that are no longer required by the Customer the customer shall pay to the Supplier upon termination:

- (i) all arrears of Charges; and
- (ii) the sum of all the Charges that would (but for the termination) have been due during the remainder of the Term each discounted at a rate of at least 10% in respect of the period between the date of actual payment and the date when the Charges would have become due.

(b) in respect of the Services that are no longer required by the Customer, indemnify the Supplier against any reasonable and proven Losses which would otherwise represent an unavoidable loss by the Supplier by reason of the termination of this Call Off Contract, provided that the Supplier takes all reasonable steps to mitigate such Losses. The Supplier shall submit a fully itemised and costed list of such Losses, with supporting evidence including such further evidence as the Customer may require, reasonably and actually incurred by the Supplier.

45.2.2 Where the Supplier terminates this Call Off Contract pursuant to Clause 42.1 (Termination on Customer Cause for Failure to Pay) the Customer shall indemnify the Supplier against any reasonable and proven Losses which would otherwise represent an unavoidable loss by the Supplier by reason of the termination of this Call Off Agreement, provided that the Supplier takes all reasonable steps to mitigate such Losses. The Supplier shall submit a fully itemised and costed list of such Losses, with supporting evidence including such further evidence as the Customer may require, reasonably and actually incurred by the Supplier.

45.2.3 The Customer shall not be liable under Clause 45.2.1 or 45.2.2 to pay any sum which:

- (a) was claimable under insurance held by the Supplier, and the Supplier has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy; or
- (b) when added to any sums paid or due to the Supplier under this Call Off Contract, exceeds the total sum that would have been payable to the Supplier if this Call Off Contract had not been terminated.

45.2.4 The Supplier shall be expected to provide flexibility in the management of Contracting Authorities' fleet and shall not charge a settlement fee to

Contracting Authorities where the Goods are redundant due to re-organisation, merger or closure and all reasonable efforts have been made to re-site the Goods within Contracting Authorities organisation.

45.3 Consequences of termination under Clause 43.1 (Termination for Continuing Force Majeure Event)

45.3.1 The costs of termination incurred by the Parties shall lie where they fall if either Party terminates or partially terminates this Call Off Contract for a continuing Force Majeure Event pursuant to Clause 43.1 (Termination for Continuing Force Majeure Event).

45.4 Consequences of Termination for Any Reason

45.4.1 Save as otherwise expressly provided in this Call Off Contract:

(a) termination or expiry of this Call Off Contract shall be without prejudice to any rights, remedies or obligations accrued under this Call Off Contract prior to termination or expiration and nothing in this Call Off Contract shall prejudice the right of either Party to recover any amount outstanding at the time of such termination or expiry; and

(b) termination of this Call Off Contract shall not affect the continuing rights, remedies or obligations of the Customer or the Supplier under Clauses 21 (Records, Audit Access & Open Book Data), 33 (Intellectual Property Rights), 34.4 (Confidentiality), 34.6 (Freedom of Information) 34.7 (Protection of Personal Data), 36 (Liability), 45 (Consequences of Expiry or Termination), 51 (Severance), 53 (Entire Agreement), 54 (Third Party Rights) 56 (Dispute Resolution) and 57 (Governing Law and Jurisdiction), and the provisions of Call Off Schedule 1 (Definitions), Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing), Call Off Schedule 9 (Exit Management), Call Off Schedule 10 (Staff Transfer), Call Off Schedule 11 (Dispute Resolution Procedure) and, without limitation to the foregoing, any other provision of this Call Off Contract which expressly or by implication is to be performed or observed notwithstanding termination or expiry shall survive the Call Off Expiry Date.

45.5 Exit management

45.5.1 The Parties shall comply with the exit management provisions set out in Call Off Schedule 9 (Exit Management).

L. MISCELLANEOUS AND GOVERNING LAW

46. COMPLIANCE

46.1 Health and Safety

46.1.1 The Supplier shall perform its obligations under this Call Off Contract (including those in relation to the Goods and/or Services) in accordance with:

- (a) all applicable Law regarding health and safety; and
 - (b) the Customer's health and safety policy (as provided to the Supplier from time to time) whilst at the Customer Premises.
- 46.1.2 Each Party shall promptly notify the other of as soon as possible of any health and safety incidents or material health and safety hazards at the Customer Premises of which it becomes aware and which relate to or arise in connection with the performance of this Call Off Contract
- 46.1.3 While on the Customer Premises, the Supplier shall comply with any health and safety measures implemented by the Customer in respect of Supplier Personnel and other persons working there and any instructions from the Customer on any necessary associated safety measures.
- 46.2 Equality and Diversity
 - 46.2.1 The Supplier shall:
 - (a) perform its obligations under this Call Off Contract (including those in relation to provision of the Goods and/or Services) in accordance with:
 - (i) all applicable equality Law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and
 - (ii) any other requirements and instructions which the Customer reasonably imposes in connection with any equality obligations imposed on the Customer at any time under applicable equality Law;
 - (b) take all necessary steps, and inform the Customer of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).
- 46.3 Official Secrets Act and Finance Act
 - 46.3.1 The Supplier shall comply with the provisions of:
 - (a) the Official Secrets Acts 1911 to 1989; and
 - (b) section 182 of the Finance Act 1989.
- 46.4 Environmental Requirements
 - 46.4.1 The Supplier shall, when working on the Sites, perform its obligations under this Call Off Contract in accordance with the Environmental Policy of the Customer.
 - 46.4.2 The Customer shall provide a copy of its written Environmental Policy (if any) to the Supplier upon the Supplier's written request.

47. ASSIGNMENT AND NOVATION

- 47.1 The Supplier shall not assign, novate, Sub-Contract or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Call Off Contract or any part of it without Approval.
- 47.2 The Customer may assign, novate or otherwise dispose of any or all of its rights, liabilities and obligations under this Call Off Contract or any part thereof to:

- 47.2.1 any other Contracting Authority; or
- 47.2.2 any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Customer; or
- 47.2.3 any private sector body which substantially performs the functions of the Customer,

and the Supplier shall, at the Customer's request, enter into a novation agreement in such form as the Customer shall reasonably specify in order to enable the Customer to exercise its rights pursuant to this Clause 47.2.

- 47.3 A change in the legal status of the Customer shall not, subject to Clause 47.4 affect the validity of this Call Off Contract and this Call Off Contract shall be binding on any successor body to the Customer.
- 47.4 If the Customer assigns, novates or otherwise disposes of any of its rights, obligations or liabilities under this Call Off Contract to a private sector body in accordance with Clause 47.2.3 (the "**Transferee**" in the rest of this Clause 47.4) the right of termination of the Customer in Clause 41.4 (Termination on Insolvency) shall be available to the Supplier in the event of insolvency of the Transferee (as if the references to Supplier in Clause 41.4 (Termination on Insolvency) and to Supplier or Framework Guarantor or Call Off Guarantor in the definition of Insolvency Event were references to the Transferee).

48. WAIVER AND CUMULATIVE REMEDIES

- 48.1 The rights and remedies under this Call Off Contract may be waived only by notice in accordance with Clause 55 (Notices) and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Call Off Contract or by Law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that right or remedy.
- 48.2 Unless otherwise provided in this Call Off Contract, rights and remedies under this Call Off Contract are cumulative and do not exclude any rights or remedies provided by Law, in equity or otherwise.

49. RELATIONSHIP OF THE PARTIES

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

50. PREVENTION OF FRAUD AND BRIBERY

- 50.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, have at any time prior to the Call Off Commencement Date:
 - 50.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

- 50.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 50.2 The Supplier shall not during the Call Off Contract Period:
 - 50.2.1 commit a Prohibited Act; and/or
 - 50.2.2 do or suffer anything to be done which would cause the Customer or any of the Customer's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 50.3 The Supplier shall during the Call Off Contract Period:
 - 50.3.1 establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
 - 50.3.2 keep appropriate records of its compliance with its obligations under Clause 50.3.1 and make such records available to the Customer on request;
 - 50.3.3 if so required by the Customer, within twenty (20) Working Days of the Call Off Commencement Date, and annually thereafter, certify to the Customer in writing that the Supplier and all persons associated with it or its Sub-Contractors or other persons who are supplying the Goods and/or Services in connection with this Call Off Contract are compliant with the Relevant Requirements. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request; and
 - 50.3.4 have, maintain and where appropriate enforce an anti-bribery policy (which shall be disclosed to the Customer on request) to prevent it and any Supplier Personnel or any person acting on the Supplier's behalf from committing a Prohibited Act.
- 50.4 The Supplier shall immediately notify the Customer in writing if it becomes aware of any breach of Clause 50.1, or has reason to believe that it has or any of the Supplier Personnel have:
 - 50.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - 50.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
 - 50.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Call Off Contract or otherwise suspects that any person or Party directly or indirectly connected with this Call Off Contract has committed or attempted to commit a Prohibited Act.
- 50.5 If the Supplier makes a notification to the Customer pursuant to Clause 50.4, the Supplier shall respond promptly to the Customer's enquiries, co-operate with any investigation, and allow the Customer to audit any books, records and/or any other relevant documentation in accordance with Clause 21 (Records, Audit Access and Open Book Data).

50.6 If the Supplier breaches Clause 50.3, the Customer may by notice:

50.6.1 require the Supplier to remove from performance of this Call Off Contract any Supplier Personnel whose acts or omissions have caused the Supplier's breach; or

50.6.2 immediately terminate this Call Off Contract for material Default.

50.7 Any notice served by the Customer under Clause 50.4 shall specify the nature of the Prohibited Act, the identity of the Party who the Customer believes has committed the Prohibited Act and the action that the Customer has elected to take (including, where relevant, the date on which this Call Off Contract shall terminate).

51. SEVERANCE

51.1 If any provision of this Call Off Contract (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Call Off Contract are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Call Off Contract shall not be affected.

51.2 In the event that any deemed deletion under Clause 51.1 is so fundamental as to prevent the accomplishment of the purpose of this Call Off Contract or materially alters the balance of risks and rewards in this Call Off Contract, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Call Off Contract so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Call Off Contract and, to the extent that is reasonably practicable, achieves the Parties' original commercial intention.

51.3 If the Parties are unable to resolve the Dispute arising under Clause 51 within twenty (20) Working Days of the date of the notice given pursuant to Clause 51.2, this Call Off Contract shall automatically terminate with immediate effect. The costs of termination incurred by the Parties shall lie where they fall if this Call Off Contract is terminated pursuant to Clause 51.

52. FURTHER ASSURANCES

52.1 Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be necessary to give effect to the meaning of this Call Off Contract.

53. ENTIRE AGREEMENT

53.1 This Call Off Contract and the documents referred to in it constitute the entire agreement between the Parties in respect of the matter and supersede and extinguish all prior negotiations, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.

53.2 Neither Party has been given, nor entered into this Call Off Contract in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Call Off Contract.

53.3 Nothing in Clause 53 shall exclude any liability in respect of misrepresentations made fraudulently.

54. THIRD PARTY RIGHTS

- 54.1 The provisions of paragraphs 2.1 and 2.6 of Part A, paragraphs 2.1, 2.6, 3.1 and 3.3 of Part B, paragraphs 2.1 and 2.3 of Part C and paragraphs and 1.4, 2.3 and 2.8 of Part D of Call Off Schedule 10 (Staff Transfer) and the provisions of paragraph 9.9 of Call Off Schedule 9 (Exit Management) (together “**Third Party Provisions**”) confer benefits on persons named in such provisions other than the Parties (each such person a “**Third Party Beneficiary**”) and are intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.
- 54.2 Subject to Clause 54.1, a person who is not a Party to this Call Off Contract has no right under the CTRPA to enforce any term of this Call Off Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 54.3 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Customer, which may, if given, be given on and subject to such terms as the Customer may determine.
- 54.4 Any amendments or modifications to this Call Off Contract may be made, and any rights created under Clause 54.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

55. NOTICES

- 55.1 Except as otherwise expressly provided within this Call Off Contract, any notices sent under this Call Off Contract must be in writing. For the purpose of Clause 55, an e-mail is accepted as being "in writing".
- 55.2 Subject to Clause 55.3, the following table sets out the method by which notices may be served under this Call Off Contract and the respective deemed time and proof of service:

Manner of delivery	Deemed time of delivery	Proof of Service
Email (Subject to Clauses 55.3 and 55.4)	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day	Properly addressed and delivered as evidenced by signature of a delivery receipt
Royal Mail Signed For™ 1 st Class or other prepaid, next Working Day service providing proof of delivery	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt

	9.00am) or on the next Working Day (if after 5.00pm)	
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55.3 The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or Royal Mail Signed For™ 1st Class or other prepaid in the manner set out in the table in Clause 55.2:

55.3.1 any Termination Notice (Clause 41 (Customer Termination Rights)),

55.3.2 any notice in respect of:

(a) partial termination, suspension or partial suspension (Clause 44 (Partial Termination, Suspension and Partial Suspension)),

(b) waiver (Clause 48 (Waiver and Cumulative Remedies))

(c) Default or Customer Cause; and

55.3.3 any Dispute Notice.

55.4 Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 55.3 shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For™ 1st Class delivery (as set out in the table in Clause 55.2) or, if earlier, the time of response or acknowledgement by the other Party to the email attaching the notice.

55.5 Clause 55 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under the Dispute Resolution Procedure).

55.6 For the purposes of Clause 55, the address and email address of each Party shall be as specified in the Call Off Order Form.

56. DISPUTE RESOLUTION

56.1 The Parties shall resolve Disputes arising out of or in connection with this Call Off Contract in accordance with the Dispute Resolution Procedure.

56.2 The Supplier shall continue to provide the Goods and/or Services in accordance with the terms of this Call Off Contract until a Dispute has been resolved.

57. GOVERNING LAW AND JURISDICTION

57.1 This Call Off Contract and any issues, Disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

57.2 Subject to Clause 56 (Dispute Resolution) and Call Off Schedule 11 (Dispute Resolution Procedure) (including the Customer's right to refer the Dispute to arbitration), the Parties agree that the courts of England and Wales (unless stated differently in the Call Off Order Form) shall have exclusive jurisdiction to settle any Dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Call Off Contract or its subject matter or formation.

CALL OFF SCHEDULE 1: DEFINITIONS

1. In accordance with Clause 1 (Definitions and Interpretation) of this Call Off Contract including its recitals the following expressions shall have the following meanings:

"Achieve"	means in respect of a Test, to successfully pass such Test without any Test Issues in accordance with the Test Strategy Plan 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;
"Acquired Rights Directive"	means the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;
"Additional Clauses"	means the additional Clauses in Call Off Schedule 14 (Alternative and/or Additional Clauses) and any other additional Clauses set out in the Call Off Order Form or elsewhere in this Call Off Contract;
"Affected Party"	means the party seeking to claim relief in respect of a Force Majeure;
"Affiliates"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Alternative Clauses"	means the alternative Clauses in Call Off Schedule 14 (Alternative and/or Additional Clauses) and any other alternative Clauses set out in the Call Off Order Form or elsewhere in this Call Off Contract;
"Approval"	means the prior written consent of the Customer and "Approve" and "Approved" shall be construed accordingly;
"Approved Sub-Licensee"	means any of the following: <ul style="list-style-type: none">a) a Central Government Body;b) any third party providing goods and/or services to a Central Government Body; and/orc) any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Customer;
"Auditor"	means: <ul style="list-style-type: none">a) the Customer's internal and external auditors;b) the Customer'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 Customer to carry out audit or similar review functions; and
	f) successors or assigns of any of the above;
"Authority"	has the meaning given to it in Framework Schedule 1 (Definitions);
"BACS"	means the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"BCDR Goods and/or Services"	means the Business Continuity Goods and/or Services and Disaster Recovery Goods and/or Services;
"BCDR Plan"	means the plan prepared pursuant to paragraph 2 of Call Off Agreement Schedule 8 (Business Continuity and Disaster Recovery), as may be amended from time to time;
"Business Continuity Goods and/or Services"	has the meaning given to it in paragraph 4.2.2 of Call Off Schedule 8 (Business Continuity and Disaster Recovery);
"Call Off Commencement Date"	means the date of commencement of this Call Off Contract set out in the Call Off Order Form;
"Call Off Contract"	means this contract between the Customer and the Supplier (entered into pursuant to the provisions of the Framework Agreement), which consists of the terms set out in the Call Off Order Form and the Call Off Terms;
"Call Off Contract Charges"	means the prices (inclusive of any Milestone Payments and exclusive of any applicable VAT), payable to the Supplier by the Customer under this Call Off Contract, as set out in Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing), for the full and proper performance by the Supplier of its obligations under this Call Off Contract less any Deductions;
"Call Off Contract Period"	means the term of this Call Off Contract from the Call Off Commencement Date until the Call Off Expiry Date;
"Call Off Contract Year"	means a consecutive period of twelve (12) Months commencing on the Call Off Commencement Date or each anniversary thereof;
"Call Off Expiry Date"	means: <ul style="list-style-type: none"> (a) the end date of the Call Off Initial Period or any Call Off Extension Period; or (b) if this Call Off Contract is terminated before the date specified in (a) above, the earlier date of termination of this Call Off Contract;

"Call Off Extension Period"	means such period or periods up to a maximum of the number of years in total as may be specified by the Customer, pursuant to Clause 5.2 and in the Call Off Order Form;
"Call Off Guarantee"	means a deed of guarantee that may be required under this Call Off Contract in favour of the Customer in the form set out in Framework Schedule 13 (Guarantee) granted pursuant to Clause 7 (Call Off Guarantee);
"Call Off Guarantor"	means the person, in the event that a Call Off Guarantee is required under this Call Off Contract, acceptable to the Customer to give a Call Off Guarantee;
"Call Off Initial Period"	means the initial term of this Call Off Contract from the Call Off Commencement Date to the end date of the initial term stated in the Call Off Order Form;
"Call Off Order Form"	means the order form applicable to and set out in Part 1 of this Call Off Contract;
"Call Off Procedure"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Call Off Schedule"	means a schedule to this Call Off Contract;
"Call Off Tender"	means the tender submitted by the Supplier in response to the Customer's Statement of Requirements following a Further Competition Procedure and set out at Call Off Schedule 15 (Call Off Tender);
"Call Off Terms"	means the terms applicable to and set out in Part 2 of this Call Off Contract;
"Central Government Body"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Change in Law"	means any change in Law which impacts on the supply of the Goods and/or Services and performance of the Call Off Contract which comes into force after the Call Off Commencement Date;
"Change of Control"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Charges"	means the charges raised under or in connection with this Call Off Contract from time to time, which shall be calculated in a manner that is consistent with the Charging Structure;
"Charging Structure"	means the structure to be used in the establishment of the charging model which is applicable to the Call Off Contract, which is set out in Framework Schedule 3 (Framework Prices and Charging Structure);
"Commercially Sensitive"	means the Confidential Information listed in the Call Off Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its

"Information"	business or which the Supplier has indicated to the Customer that, if disclosed by the Customer, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	means the supply of Goods and/or Services to another customer of the Supplier that are the same or similar to the Goods and/or Services;
"Compensation for Critical Service Level Failure"	has the meaning given to it in Clause 14.2.2 (Critical Service Level Failure);
"Confidential Information"	means the Customer's Confidential Information and/or the Supplier's Confidential Information, as the context specifies;
"Continuous Improvement Plan"	means a plan for improving the provision of the Goods and/or Services and/or reducing the Charges produced by the Supplier pursuant to Framework Schedule 12 (Continuous Improvement and Benchmarking);
"Contracting Authority"	means the Authority, the Customer and any other bodies listed in the OJEU Notice;
"Control"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Conviction"	means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to section 1 of the Protection of Children Act 1999 or being placed on a list kept pursuant to the Safeguarding Vulnerable Groups Act 2006;
"Costs"	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Goods and/or Services:</p> <ul style="list-style-type: none"> a) the cost to the Supplier or the Key Sub-Contractor (as the context requires), calculated per Man Day, of engaging the Supplier Personnel, including: <ul style="list-style-type: none"> i) base salary paid to the Supplier Personnel; ii) employer's national insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits;

- vi) staff training;
 - vii) work place accommodation;
 - viii) work place IT equipment and tools reasonably necessary to provide the Goods and/or Services (but not including items included within limb (b) below); and
 - ix) reasonable recruitment costs, as agreed with the Customer;
- b) costs incurred in respect of those Supplier Assets which are detailed on the Registers and 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 Customer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;
 - c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Goods and/or Services;
 - d) Reimbursable Expenses to the extent these have been specified as allowable in the Call Off Order Form and are incurred in delivering any Goods and/or Services where the Call Off Contract Charges for those Goods and/or Services are to be calculated on a Fixed Price or Firm Price pricing mechanism (as set out in Framework Schedule 3 (Framework Prices and Charging Structure));

but excluding:

- a) Overhead;
- b) financing or similar costs;
- c) maintenance and support costs to the extent that these relate to maintenance and/or support Goods and/or Services provided beyond the Call Off Contract Period whether in relation to Supplier Assets or otherwise;
- d) taxation;
- e) fines and penalties;
- f) amounts payable under Clause 25 (Benchmarking); and
- g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);

"COTS Licence Terms"	means the terms that shall apply to all elements of COTS Software;
"COTS Software"	means software identified as such in paragraph 4.6 of the Call Off Order Form;
"Critical Service Level Failure"	means any instance of critical service level failure specified in the Call Off Order Form;
"Crown"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Crown Body"	has the meaning given to it in Framework Schedule 1 (Definitions);
"CRTPA"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Customer"	means the customer(s) identified in the Call Off Order Form;
"Customer Assets"	means the Customer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Customer and which is or may be used in connection with the provision of the Goods and/or Services;
"Customer Background IPR"	means: <ul style="list-style-type: none"> a) IPRs owned by the Customer before the Call Off Commencement Date, including IPRs contained in any of the Customer's Know-How, documentation, software, processes and procedures; b) IPRs created by the Customer independently of this Call Off Contract; and/or c) Crown Copyright which is not available to the Supplier otherwise than under this Call Off Contract; d) but excluding IPRs owned by the Customer subsisting in the Customer Software;
"Customer Cause"	means any breach of the obligations of the Customer or any other default, act, omission, negligence or statement of the Customer, of its employees, servants, agents in connection with or in relation to the subject-matter of this Call Off Contract and in respect of which the Customer is liable to the Supplier;
"Customer Data"	means: <ul style="list-style-type: none"> a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any Customer's Confidential Information, and which: <ul style="list-style-type: none"> i) are supplied to the Supplier by or on behalf of

	the Customer; or
	ii) the Supplier is required to generate, process, store or transmit pursuant to this Call Off Contract; or
	b) any Personal Data for which the Customer is the Data Controller;
"Customer Premises"	means premises owned, controlled or occupied by the Customer which are made available for use by the Supplier or its Sub-Contractors for the provision of the Goods and/or Services (or any of them);
"Customer Property"	means the property, other than real property and IPR, including the Customer System, any equipment issued or made available to the Supplier by the Customer in connection with this Call Off Contract;
"Customer Representative"	means the representative appointed by the Customer from time to time in relation to this Call Off Contract;
"Customer Responsibilities"	means the responsibilities of the Customer set out in Call Off Schedule 4 (Implementation Plan) and any other responsibilities of the Customer in the Call Off Order Form or agreed in writing between the Parties from time to time in connection with this Call Off Contract;
"Customer Software"	means any software identified as such in the Call Off Order Form together with all other software which is not identified as such in the Call Off Order Form but which is owned by or licensed to the Customer and which is or will be used by the Supplier for the purposes of providing the Goods and/or Services;
"Customer System"	means the Customer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Customer or the Supplier in connection with this Call Off Contract which is owned by or licensed to the Customer by a third party and which interfaces with the Supplier System or which is necessary for the Customer to receive the Goods and/or Services;
"Customer's Confidential Information"	means: <ul style="list-style-type: none"> a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Customer (including all Customer Background IPR and Project Specific IPR); b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Customer's attention or into the Customer's

	possession in connection with this Call Off Contract; and
	c) information derived from any of the above;
"Data Controller"	has the meaning given in the GDPR;
"Data Loss Event"	any even tthat results, or may result, in unauthorised access to Personnel Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
"Data Processor"	has the meaning given in the GDPR;
"Data Protection Impact Assessment"	an assessmentby the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	means: i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time; ii) the DPA to the extent that it relates to processing of Personal Data and privacy;
"Data Protection Officer"	has the meaning given in the GDPR;
"Data Subject"	has the meaning given in the GDPR;
"Data Subject Access Request"	means a request made by a Data Subject in accordance with rights granted pursuant to the DPA to access his or her Personal Data;
"Deductions"	means all Service Credits, Delay Payments or any other deduction which the Customer is paid or is payable under this Call Off Contract;
"Default"	means any breach of the obligations of the Supplier (including but not limited to including abandonment of this Call Off Contract in breach of its terms) or any other default (including material Default), act, omission, negligence or statement of the Supplier, of its Sub-Contractors or any Supplier Personnel howsoever arising in connection with or in relation to the subject-matter of this Call Off Contract and in respect of which the Supplier is liable to the Customer;
"Defect"	means any of the following: a) any error, damage or defect in the manufacturing of a Deliverable; or b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or c) any failure of any Deliverable to provide the

performance, features and functionality specified in the requirements of the Customer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or

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

"Delay"

means:

- 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;

"Delay Payments"

means the amounts payable by the Supplier to the Customer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;

"Delay Period Limit"

shall be the number of days specified in Call Off Schedule 4 (Implementation Plan) for the purposes of Clause 6.4.1(b)(ii);

"Deliverable"

means an item or feature in the supply of the Goods and/or Services delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan (if any) or at any other stage during the performance of this Call Off Contract;

"Delivery"

means delivery in accordance with the terms of this Call Off Contract as confirmed by the issue by the Customer of a Satisfaction Certificate in respect of the relevant Milestone thereof (if any) or otherwise in accordance with this Call Off Contract and accepted by the Customer and **"Deliver"** and **"Delivered"** shall be construed accordingly;

"Disaster"

means the occurrence of one or more events which, either separately or cumulatively, mean that the Goods and/or Services, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Call Off Order Form (for the purposes of this definition the **"Disaster Period"**);

"Disaster Recovery"

means the Goods and/or Services embodied in the

Goods and/or Services"	processes and procedures for restoring the provision of Goods and/or Services following the occurrence of a Disaster, as detailed further in Call Off Schedule 8 (Business Continuity and Disaster Recovery);
"Disclosing Party"	has the meaning given to it in Clause 34.4.1 (Confidentiality);
"Dispute"	means any dispute, difference or question of interpretation arising out of or in connection with this Call Off Contract, including any dispute, difference or question of interpretation relating to the Goods and/or Services, failure to agree in accordance with the Variation Procedure or any matter where this Call Off Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
"Dispute Notice"	means a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
"Dispute Resolution Procedure"	means the dispute resolution procedure set out in Call Off Schedule 11 (Dispute Resolution Procedure);
"Documentation"	means all documentation as: <ul style="list-style-type: none"> a) is required to be supplied by the Supplier to the Customer under this Call Off Contract; b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Customer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Goods and/or Services; c) is required by the Supplier in order to provide the Goods and/or Services; and/or d) has been or shall be generated for the purpose of providing the Goods and/or Services;
"DOTAS"	has the meaning given to it in Framework Schedule 1 (Definitions);
"DPA"	means the Data Protection Act 2018 as amended from time to time;
"Due Diligence Information"	means any information supplied to the Supplier by or on behalf of the Customer prior to the Call Off Commencement Date; <ul style="list-style-type: none"> a)
"Employee Liabilities"	means all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine,

loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Customer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-Contractor if such payment should have been made prior to the Service Transfer Date;
- f) claims whether in tort, contract or statute or otherwise;
- g) any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

"Employment Regulations"

means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the Acquired Rights Directive;

"Environmental Policy"

means 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 Customer;

"Environmental Information Regulations or EIRs"

has the meaning given to it in Framework Schedule 1 (Definitions);

"Estimated Year 1"

means the sum in pounds estimated by the Customer to

Call Off Contract Charges"

be payable by it to the Supplier as the total aggregate Call Off Contract Charges from the Call Off Commencement Date until the end of the first Call Off Contract Year stipulated in the Call Off Order Form;

"Euro Compliant"

means that: (i) the introduction of the euro within any part(s) of the UK shall not affect the performance or functionality of any relevant items nor cause such items to malfunction, end abruptly, provide invalid results or adversely affect the Customer's business; (ii) all currency-reliant and currency-related functions (including all calculations concerning financial data) of any relevant items enable the introduction and operation of the euro; and (iii) in particular each and every relevant item shall, to the extent it performs or relies upon currency-related functions (including all calculations concerning financial data):

- a) be able to perform all such functions in any number of currencies and/or in Euros;
- b) during any transition phase applicable to the relevant part(s) of the UK, be able to deal with multiple currencies and, in relation to the euro and the national currency of the relevant part(s) of the UK, dual denominations;
- c) recognise accept, display and print all the euro currency symbols and alphanumeric codes which may be adopted by any government and other European Union body in relation to the euro;
- d) incorporate protocols for dealing with rounding and currency conversion;
- e) recognise data irrespective of the currency in which it is expressed (which includes the euro) and express any output data in the national currency of the relevant part(s) of the UK and/or the euro; and

permit the input of data in euro and display an outcome in euro where such data, supporting the Customer's normal business practices, operates in euro and/or the national currency of the relevant part(s) of the UK;

"Exit Plan"

means the exit plan described in paragraph 5 of Call Off Schedule 9 (Exit Management);

"Expedited Dispute Timetable"

means the timetable set out in paragraph 5 of Call Off Schedule 11 (Dispute Resolution Procedure);

"FOIA"

has the meaning given to it in Framework Schedule 1 (Definitions);

"Force Majeure"

means any event, occurrence, circumstance, matter or cause affecting the performance by either the Customer or the Supplier of its obligations arising from:

- a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under this Call Off Contract;
- b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;
- c) acts of the Crown, local government or Regulatory Bodies;
- d) fire, flood or any disaster; and
- e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:
 - i) any industrial dispute relating to the Supplier, the Supplier Personnel (including any subsets of them) or any other failure in the Supplier or the Sub-Contractor's supply chain; and
 - ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and
 - iii) any failure of delay caused by a lack of funds;

"Force Majeure Notice"

means a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;

"Former Supplier"

means a supplier supplying the goods and/or services to the Customer before the Relevant Transfer Date that are the same as or substantially similar to the Goods and/or Services (or any part of the Goods and/or Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);

"Framework Agreement"

means the framework agreement between the Authority and the Supplier referred to in the Call Off Order Form;

"Framework Commencement Date"

means the date of commencement of the Framework Agreement as stated in the Call Off Schedule 1 (Definitions);

"Framework Period"

means the period from the Framework Commencement Date until the expiry or earlier termination of the Framework Agreement;

"Framework Price(s)"

means the price(s) applicable to the provision of the Goods and/or Services set out in Framework Schedule 3 (Framework Prices and Charging Structure);

"Framework"

means a schedule to the Framework Agreement;

Schedule"

"Fraud"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Further Competition Procedure"	means the further competition procedure described in paragraph 3 of Framework Schedule 5 (Call Off Procedure);
"GDPR"	means the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	has the meaning given to it in Framework Schedule 1 (Definitions);
"General Change in Law"	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Good Industry Practice"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Goods"	means the goods to be provided by the Supplier to the Customer as specified in Annex 2 of Call Off Schedule 2 (Goods and and/or Services);
"Government"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Halifax Abuse Principle"	has the meaning given to it in Framework Schedule 1 (Definitions);
"HMRC"	means Her Majesty's Revenue and Customs;
"Holding Company"	has the meaning given to it in Framework Schedule 1 (Definitions);
"ICT Environment"	means the Customer System and the Supplier System;
"ICT Policy"	means the Customer's policy in respect of information and communications technology, referred to in the Call Off Order Form, which is in force as at the Call Off Commencement 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"	has the meaning given to it in Clause 22.1.3 (Variation Procedure);
"Implementation Plan"	means the plan set out in the Call Off Schedule 4 (Implementation Plan);
"Information"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Installation Works"	means 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 Order Form;

"Insolvency Event"

means, in respect of the Supplier or Framework Guarantor or Call Off Guarantor (as applicable):

- a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
- b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
- c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or
- d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
- e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
- f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
- g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- h) where the Supplier or Framework Guarantor or Call Off Guarantor is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or
- i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;

"Intellectual Property Rights" or "IPR"

means

- a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, designs, Know-

	How, trade secrets and other rights in Confidential Information;
	<ul style="list-style-type: none"> b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and c) all other rights having equivalent or similar effect in any country or jurisdiction;
"IPR Claim"	means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Goods and/or Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Customer in the fulfilment of its obligations under this Call Off Contract;
"Key Performance Indicators" or "KPIs"	means the performance measurements and targets in respect of the Supplier's performance of the Framework Agreement set out in Part B of Framework Schedule 2 (Goods and/or Services and Key Performance Indicators);
"Key Personnel"	means the individuals (if any) identified as such in the Call Off Order Form;
"Key Role(s) "	has the meaning given to it in Clause 26.1 (Key Personnel);
"Key Sub-Contract"	means each Sub-Contract with a Key Sub-Contractor;
"Key Sub-Contractor"	<p>means any Sub-Contractor:</p> <ul style="list-style-type: none"> a) listed in Framework Schedule 7 (Key Sub-Contractors); b) which, in the opinion of the Authority and the Customer, performs (or would perform if appointed) a critical role in the provision of all or any part of the Goods and/or Services; and/or c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Call Off Contract Charges forecast to be payable under this Call Off Contract;
"Know-How"	means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Goods and/or Services but excluding know-how already in the other Party's possession before the Call Off Commencement Date;
"Law"	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of

	Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
"LED"	means the Law Enforcement Directive (Directive (EU) 2016/680);
"Licensed Software"	means all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Customer for the purposes of or pursuant to this Call Off Contract, including any Supplier Software, Third Party Software and/or any Specially Written Software;
"Losses"	means 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;
"Maintenance Services"	means the maintenance services set out in Schedule 2 of the Framework Agreement and more particularly described at 9.13.3;
"Malicious Software"	means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Man Day"	means 7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Man Hours"	means the hours spent by the Supplier Personnel properly working on the provision of the Goods and/or Services including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Milestone"	means an event or task described in the Implementation Plan which, if applicable, must be completed by the relevant Milestone Date;
"Milestone Date"	means the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Milestone Payment"	means 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;
"Month"	means a calendar month and "Monthly" shall be interpreted accordingly;
"New Release"	means an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
"Occasion of Tax Non-Compliance"	<p>means:</p> <ul style="list-style-type: none"> a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under DOTAS or any equivalent or similar regime in any jurisdiction; and/or b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Call Off Commencement Date or to a civil penalty for fraud or evasion;
"Open Book Data "	<p>means complete and accurate financial and non-financial information which is sufficient to enable the Customer to verify the Call Off Contract Charges already paid or payable and Call Off Contract Charges forecast to be paid during the remainder of this Call Off Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all hardware, software, goods and/or services; b) operating expenditure relating to the provision of the Goods and/or Services including an analysis showing:

- i) the unit costs and quantity of Goods and any other consumables and bought-in goods and services;
 - ii) manpower resources broken down into the number and grade/role of all Supplier Personnel (free of any contingency) together with a list of agreed rates against each manpower grade;
 - iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier's Profit Margin; and
 - iv) Reimbursable Expenses, if allowed under the Call Off Order Form;
- c) Overheads;
 - d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Goods and/or Services;
 - e) the Supplier Profit achieved over the Call Off Contract Period and on an annual basis;
 - f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;
 - g) an explanation of the type and value of risk and contingencies associated with the provision of the Goods and/or Services, including the amount of money attributed to each risk and/or contingency; and
 - h) the actual Costs profile for each Service Period.

"Open Source Software"

means computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;

"Operating Environment"

means the Customer System and the Sites;

"Order"

means the order for the provision of the Goods and/or Services placed by the Customer with the Supplier in accordance with the Framework Agreement and under the terms of this Call Off Contract;

"Other Supplier"

means any supplier to the Customer (other than the Supplier) which is notified to the Supplier from time to time and/or of which the Supplier should have been aware;

"Over-Delivered"

has the meaning given to it in Clause 9.5.1 (Over-

Goods"	Delivered Goods);
"Overhead"	means those amounts which are intended to recover a proportion of the Supplier's or the Key Sub-Contractor'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 Personnel and accordingly included within limb (a) of the definition of "Costs";
"Parent Company"	means any company which is the ultimate Holding Company of the Supplier and which is either responsible directly or indirectly for the business activities of the Supplier or which is engaged by the same or similar business to the Supplier. The term "Holding or Parent Company" shall have the meaning ascribed by the Companies Act 2006 or any statutory re-enactment or amendment thereto;
"Party"	means the Customer or the Supplier and "Parties" shall mean both of them;
"Performance Monitoring System"	has the meaning given to it in paragraph 1.1.2 in Part B of Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
"Performance Monitoring Reports"	has the meaning given to it in paragraph 3.1 of Part B of Schedule 6 (Service Level, Service Credit and Performance Monitoring);
"Personal Data"	has the meaning given in the GDPR;
"Personal Data Breach"	has the meaning given in the GDPR;
"PQQ Response"	means, where the Framework Agreement has been awarded under the Restricted Procedure, the response submitted by the Supplier to the Pre-Qualification Questionnaire issued by the Authority, and the expressions "Restricted Procedure" and "Pre-Qualification Questionnaire" shall have the meaning given to them in the Regulations;
"Processing"	has the meaning given to it in the Data Protection Legislation but, for the purposes of this Call Off Contract, it shall include both manual and automatic processing and "Process" and "Processed" shall be interpreted accordingly;
"Prohibited Act"	means any of the following: <ul style="list-style-type: none"> a) to directly or indirectly offer, promise or give any person working for or engaged by the Customer and/or the Authority or other Contracting Authority 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;
- b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
- c) 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 the Customer; or
 - iv) 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;

"Project Specific IPR"

means:

- a) Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call Off Contract and updates and amendments of these items including (but not limited to) database schema; and/or
- b) IPR in or arising as a result of the performance of the Supplier's obligations under this Call Off Contract and all updates and amendments to the same;

but shall not include the Supplier Background IPR or the Specially Written Software;

"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;

"Quality Plans"

shall have the meaning given in Clause 11.2 (Standards and Quality);

"Recipient"	has the meaning given to it in Clause 34.4.1 (Confidentiality);
"Rectification Plan"	means the rectification plan pursuant to the Rectification Plan Process;
"Rectification Plan Process"	means the process set out in Clause 38.2 (Rectification Plan Process);
"Registers"	has the meaning given to in Call Off Schedule 9 (Exit Management);
"Regulations"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Reimbursable Expenses"	has the meaning given to it in Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing);
"Related Supplier"	means any person who provides goods and/or services to the Customer which are related to the Goods and/or Services from time to time;
"Relevant Conviction"	means a Conviction that is relevant to the nature of the Goods and/or Services to be provided or as specified in the Call Off Order Form;
"Relevant Requirements"	means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	means HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Relevant Transfer"	means a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	means, in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
"Relief Notice"	has the meaning given to it in Clause 39.2.2 (Supplier Relief Due to Customer Cause);
"Replacement Goods"	means any goods which are substantially similar to any of the Goods and which the Customer receives in substitution for any of the Goods following the Call Off Expiry Date, whether those goods are provided by the Customer internally and/or by any third party;
"Replacement Services"	means any services which are substantially similar to any of the Goods and/or Services and which the Customer receives in substitution for any of the Services following the Call Off Expiry Date, whether those services are provided by the Customer internally and/or by any third party;
"Replacement Sub-Contractor"	means a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such

	sub-contractor);
"Replacement Supplier"	means any third party provider of Replacement Goods and/or Services appointed by or at the direction of the Customer from time to time or where the Customer is providing Replacement Goods and/or Services for its own account, shall also include the Customer;
"Request for Information"	means a request for information or an apparent request relating to this Call Off Contract or the provision of the Goods and/or Services or an apparent request for such information under the FOIA or the EIRs;
"Restricted Countries"	has the meaning given to it in Clause Error! Reference source not found. (Protection of Personal Data);
"Satisfaction Certificate"	means the certificate materially in the form of the document contained in Call Off Schedule 5 (Testing) granted by the Customer when the Supplier has Achieved a Milestone or a Test;
"Security Management Plan"	means the Supplier's security management plan prepared pursuant to paragraph Error! Reference source not found. of Call Off Schedule 7 (Security) a draft of which has been provided by the Supplier to the Customer in accordance with paragraph Error! Reference source not found. of Call Off Schedule 7 (Security) and as updated from time to time;
"Security Policy"	means the Customer's security policy, referred to in the Call Off Order Form, in force as at the Call Off Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Security Policy Framework"	the current HMG Security Policy Framework that can be found at https://www.gov.uk/government/publications/security-policy-framework ;
"Service Credit Cap"	has the meaning given to it in the Call Off Order Form;
"Service Credits"	means any service credits specified in Annex 1 to Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) being payable by the Supplier to the Customer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Failure"	means an unplanned failure and interruption to the provision of the Goods and/or Services, reduction in the quality of the provision of the Goods and/or Services or event which could affect the provision of the Goods and/or Services in the future;
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level Performance Criterion;

"Service Level Performance Criteria"	has the meaning given to it in paragraph 3.2 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
"Service Level Performance Measure"	shall be as set out against the relevant Service Level Performance Criterion in Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
"Service Level Threshold"	shall be as set out against the relevant Service Level Performance Criterion in Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
"Service Levels"	means any service levels applicable to the provision of the Goods and/or Services under this Call Off Contract specified in Annex 1 to Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
"Service Period"	has the meaning given to in paragraph 4.1 of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
"Service Transfer"	means any transfer of the Goods and/or Services (or any part of the Goods and/or Services), for whatever reason, from the Supplier or any Sub-Contractor to a Replacement Supplier or a Replacement Sub-Contractor;
"Service Transfer Date"	means the date of a Service Transfer;
"Services"	means the services to be provided by the Supplier to the Customer as referred to in Annex A of Call Off Schedule 2 (Goods and Services);
"Sites"	means any premises (including the Customer Premises, the Supplier's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> a) the Goods and/or Services are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Goods and/or Services; or c) where: any part of the Supplier System is situated; or d) any physical interface with the Customer System takes place;
"Software"	means Specially Written Software, Supplier Software and Third Party Software;
"Software Supporting Materials"	has the meaning given to it in Clause Error! Reference source not found. (Licences granted by the Supplier: Specially Written Software and Project Specific IPR);

"Source Code"	means computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
"Specially Written Software"	means any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Call Off Contract, including any modifications or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Call Off Contract;
"Specific Change in Law"	means a Change in Law that relates specifically to the business of the Customer and which would not affect a Comparable Supply;
"Staffing Information"	has the meaning given to it in Call Off Schedule 10 (Staff Transfer);
"Standards"	means any: <ul style="list-style-type: none"> a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor 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; b) standards detailed in the specification in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators); c) standards detailed by the Customer in the Call Off Order Form or agreed between the Parties from time to time; d) relevant Government codes of practice and guidance applicable from time to time.
"Statement of Requirements"	means a statement issued by the Customer detailing its requirements in respect of Goods and/or Services, issued in accordance with the Call Off Procedure;
"Sub-Contract"	means any contract or agreement (or proposed contract or agreement), other than this Call Off Contract or the Framework Agreement, pursuant to which a third party: <ul style="list-style-type: none"> a) provides the Goods and/or Services (or any part of them); b) provides facilities or Goods and/or Services

	necessary for the provision of the Goods and/or Services (or any part of them); and/or
	c) is responsible for the management, direction or control of the provision of the Goods and/or Services (or any part of them);
"Sub-Contractor"	means any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Sub-processor"	any third party appointed to process Personal Data on behalf of the Supplier related to this Call Off Contract;
"Supplier"	means the person, firm or company with whom the Customer enters into this Call Off Contract as identified in the Call Off Order Form;
"Supplier Assets"	means all assets and rights used by the Supplier to provide the Goods and/or Services in accordance with this Call Off Contract but excluding the Customer Assets;
"Supplier Background IPR"	means <ul style="list-style-type: none"> a) Intellectual Property Rights owned by the Supplier before the Call Off Commencement Date, for example those subsisting in the Supplier's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier's Know-How or generic business methodologies; and/or b) Intellectual Property Rights created by the Supplier independently of this Call Off Contract, c) but excluding Intellectual Property Rights owned by the Supplier subsisting in the Supplier Software;
"Supplier Personnel"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-Contractor engaged in the performance of the Supplier's obligations under this Call Off Contract;
"Supplier Equipment"	means the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Customer) in the performance of its obligations under this Call Off Contract; <p>or means the definition as set out in Framework Schedule 2 (Part A: Goods and Services), as applicable;</p>
"Supplier Non-Performance"	has the meaning given to it in Clause 39.1 (Supplier Relief Due to Customer Cause);
"Supplier Personnel"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-Contractor engaged in the performance of the

	Supplier's obligations under this Call Off Contract;
"Supplier Profit"	means, in relation to a period or a Milestone (as the context requires), the difference between the total Call Off Charges (in nominal cash flow terms but excluding any Deductions) and total Costs (in nominal cash flow terms) for the relevant period or in relation to the relevant Milestone;
"Supplier Profit Margin"	means, 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 Call Off Contract Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Representative"	means the representative appointed by the Supplier named in the Call Off Order Form;
"Supplier Software"	means any software which is proprietary to the Supplier (or an Affiliate of the Supplier) and identified as such in the Call Off Order Form together with all other such software which is not identified in the Call Off Order Form but which is or will be used by the Supplier or any Sub-Contractor for the purposes of providing the Goods and/or Services or is embedded in and in respect of such other software as required to be licensed in order for the Customer to receive the benefit of and/or make use of the Goods and/or Services;
"Supplier System"	means the information and communications technology system used by the Supplier in supplying the Goods and/or Services, including the Supplier Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Customer System);
"Supplier's Confidential Information"	means <ul style="list-style-type: none"> a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Background IPR) trade secrets, Know-How, and/or personnel of the Supplier; b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with this Call Off Contract; c) information derived from any of the above.
"Template Call Off Order Form"	means the template Call Off Order Form in Annex 1 of Framework Schedule 4 (Template Call Off Order Form

	and Template Call Off Terms);
"Template Call Off Terms"	means the template terms and conditions in Annex 2 of Framework Schedule 4 (Template Call Off Order Form and Template Call Off Terms);
"Tender"	means the tender submitted by the Supplier to the Authority and annexed to or referred to in Framework Schedule 21;
"Termination Notice"	means 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 this Call Off Contract on a specified date and setting out the grounds for termination;
"Test Issue"	means any variance or non-conformity of the Goods and/or Services or Deliverables from their requirements as set out in the Call Off Contract;
"Test Plan"	means a plan: <ul style="list-style-type: none"> a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones, as described further in paragraph 6 of Call of Schedule 5 (Testing);
"Test Strategy"	means a strategy for the conduct of Testing as described further in paragraph 5 of Call Off Schedule 5 (Testing);
"Tests and Testing"	means any tests required to be carried out pursuant to this Call Off Contract as set out in the Test Plan or elsewhere in this Call Off Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	means Intellectual Property Rights owned by a third party but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software;
"Third Party Software"	means any software identified as such in the Call Off Order Form together with all other software which is not listed in the Call Off Order Form which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source Software which is or will be used by the Supplier for the purposes of providing the Goods and/or Services);
"Transferring Customer Employees"	those employees of the Customer to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Supplier"	means those employees of the Supplier and/or the Supplier's Sub-Contractors to whom the Employment

Employees"	Regulations will apply on the Service Transfer Date.
"Transparency Principles"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Transparency Reports"	means the information relating to the Services and performance of this Call Off Contract which the Supplier is required to provide to the Authority in accordance with the reporting requirements in Schedule 13;
"Undelivered Goods"	has the meaning given to it in Clause 9.4.1 (Goods);
"Undelivered Goods and/or Services"	has the meaning given to it in Clause 8.4.1 (Goods and/or Services);
"Undisputed Sums Time Period"	has the meaning given to it Clause 42.1.1 (Termination of Customer Cause for Failure to Pay);
"Update"	means in relation to any Software and/or any Deliverable means a version of such item which has been produced primarily to overcome Defects in, or to improve the operation of, that item;
"Upgrade"	means any patch, New Release or upgrade of Software and/or a Deliverable, including standard upgrades, product enhancements, and any modifications, but excluding any Update which the Supplier or a third party software supplier (or any Affiliate of the Supplier or any third party) releases during the Call Off Contract Period;
"Valid Invoice"	means an invoice issued by the Supplier to the Customer that complies with the invoicing procedure in paragraph 7 (Invoicing Procedure) of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing);
"Variation"	has the meaning given to it in Clause 22.1 (Variation Procedure);
"Variation Form"	means the form set out in Call Off Schedule 12 (Variation Form);
"Variation Procedure"	means the procedure set out in Clause 22.1 (Variation Procedure);
"VAT"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Warranty Period"	means, in relation to any Goods, the warranty period specified in the Call Off Order Form;
"Worker"	means any one of the Supplier Personnel which the Customer, 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 Goods and/or Services.

"Working Day"

means any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in this Call Off Contract.

CALL OFF SCHEDULE 2: GOODS AND/OR SERVICES

1. INTRODUCTION

1.1 This Call Off Schedule 2 specifies the:

1.1.1 Services to be provided under this Call Off Contract, in Annex 1; and

1.1.2 Goods to be provided under this Call Off Contract, in Annex 2.

ANNEX 1: THE SERVICES

1 SERVICE LINE 1 MANDATORY REQUIREMENTS - OFF-SITE RECORDS INFORMATION MANAGEMENT SERVICE

As set out in the Framework Agreement, Schedule 2, to the extent applicable to this Call-Off Contract.

2 MANDATORY REQUIREMENTS - FOR ALL SERVICE LINES 1 - 6

As set out in the Framework Agreement, Schedule 2, to the extent applicable to this Call-Off Contract.

3 MANDATORY REQUIREMENTS - SECURITY AND STANDARDS FOR ALL SERVICE LINES 1 - 6

As set out in the Framework Agreement, Schedule 2, to the extent applicable to this Call-Off Contract.

4 MANDATORY REQUIREMENTS - SUPPLIER PERSONNEL AND VETTING FOR ALL SERVICE LINES 1 - 6

As set out in the Framework Agreement, Schedule 2, to the extent applicable to this Call-Off Contract.

5 MANDATORY REQUIREMENTS - SUSTAINABILITY AND ENVIRONMENTAL FOR ALL SERVICE LINES 1 - 6

As set out in the Framework Agreement, Schedule 2, to the extent applicable to this Call-Off Contract.

6 MANDATORY REQUIREMENTS - CALL OFF CONTRACT MANAGEMENT FOR ALL SERVICE LINES 1 - 6

As set out in the Framework Agreement, Schedule 2, to the extent applicable to this Call-Off Contract.

ANNEX 2: THE GOODS

CALL OFF SCHEDULE 3: CALL OFF CONTRACT CHARGES, PAYMENT AND INVOICING

1. DEFINITIONS

1.1 The following terms used in this Call Off Schedule 3 shall have the following meaning:

"Indexation"	means the adjustment of an amount or sum in accordance with paragraph 11 of this Call Off Schedule 3;
"Indexation Adjustment Date"	has the meaning given to it in paragraph 11.1.1(a) of this Call Off Schedule 3;
"Reimbursable Expenses"	<p>means 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 Customer's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none">a) travel expenses incurred as a result of Supplier Personnel 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 Customer otherwise agrees in advance in writing; andb) subsistence expenses incurred by Supplier Personnel 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;
"Review Adjustment Date"	has the meaning given to it in paragraph 10.1.2 of this Call Off Schedule 3;
"CPI"	means the Consumer Prices Index as published by the Office of National Statistics https://www.ons.gov.uk/economy/inflationandpriceindices ; and
"Supporting Documentation"	means sufficient information in writing to enable the Customer to reasonably to assess whether the Call Off Contract Charges, Reimbursable Expenses and other sums due from the Customer under this Call Off Contract detailed in the information are properly payable.

2. GENERAL PROVISIONS

2.1 This Call Off Schedule 3 details:

- 2.1.1 the Call Off Contract Charges for the Goods and/or the Services under this Call Off Contract; and

- 2.1.2 the payment terms/profile for the Call Off Contract Charges;
- 2.1.3 the invoicing procedure; and
- 2.1.4 the procedure applicable to any adjustments of the Call Off Contract Charges.

3. CALL OFF CONTRACT CHARGES

- 3.1 The Call Off Contract Charges which are applicable to this Call Off Contract are set out in Annex 1 of this Call Off Schedule 3.
- 3.2 The Supplier acknowledges and agrees that:
 - 3.2.1 in accordance with paragraph 2 (General Provisions) of Framework Schedule 3 (Framework Prices and Charging Structure), the Call Off Contract Charges can in no event exceed the Framework Prices set out in Annex 3 to Framework Schedule 3 (Framework Prices and Charging Structure); and
 - 3.2.2 subject to paragraph 8 of this Call Off Schedule 3 (Adjustment of Call Off Contract Charges), the Call Off Contract Charges cannot be increased during the Call Off Contract Period.

4. COSTS AND EXPENSES

- 4.1 Except as expressly set out in paragraph 5 of this Call Off Schedule 3 (Reimbursable Expenses), the Call Off Contract Charges include all costs and expenses relating to the Goods and/or Services and/or the Supplier's performance of its obligations under this Call Off Contract and no further amounts shall be payable by the Customer to the Supplier in respect of such performance, including in respect of matters such as:
 - 4.1.1 any incidental expenses that the Supplier incurs, including travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs required by the Supplier Personnel, network or data interchange costs or other telecommunications charges; or
 - 4.1.2 any amount for any services provided or costs incurred by the Supplier prior to the Call Off Commencement Date.

5. REIMBURSEABLE EXPENSES

- 5.1 If the Customer has so specified in the Call Off Order Form, the Supplier shall be entitled to be reimbursed by the Customer for Reimbursable Expenses (in addition to being paid the relevant Call Off Contract Charges under this Call Off Contract), provided that such Reimbursable Expenses are supported by Supporting Documentation. The Customer shall provide a copy of their current expenses policy to the Supplier upon request.

6. PAYMENT TERMS/PAYMENT PROFILE

- 6.1 The payment terms/profile which are applicable to this Call Off Contract are set out in Annex 2 of this Call Off Schedule 3.

7. INVOICING PROCEDURE

- 7.1 The Customer shall pay all sums properly due and payable to the Supplier in cleared funds within thirty (30) days of receipt of a Valid Invoice, submitted to the address specified by the Customer in paragraph 7.6 of this Call Off Schedule 3 and in accordance with the provisions of this Call Off Contract.
- 7.2 The Supplier shall ensure that each invoice (whether submitted electronically through a purchase-to-pay (P2P) automated system (or similar) or in a paper form, as the Customer may specify (but, in respect of paper form, subject to paragraph 7.3)):
- 7.2.1 contains:
- (a) all appropriate references, including the unique order reference number set out in the Call Off Order Form; and
 - (b) a detailed breakdown of the Delivered Goods and/or Services, including the Milestone(s) (if any) and Deliverable(s) within this Call Off Contract to which the Delivered Goods and/or Services relate, against the applicable due and payable Call Off Contract Charges; and
- 7.2.2 shows separately:
- (a) any Service Credits due to the Customer; and
 - (b) the VAT added to the due and payable Call Off Contract Charges in accordance with Clause 23.2.1 of this Call Off Contract (VAT) and the tax point date relating to the rate of VAT shown; and
- 7.2.3 is exclusive of any Management Charge (and the Supplier shall not attempt to increase the Call Off Contract Charges or otherwise recover from the Customer as a surcharge the Management Charge levied on it by the Authority); and
- 7.2.4 it is supported by any other documentation reasonably required by the Customer to substantiate that the invoice is a Valid Invoice.
- 7.3 If the Customer is a Central Government Body, the Customer's right to request paper form invoicing shall be subject to procurement policy note 11/15 (available at https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/437471/PPN_e-invoicing.pdf), which sets out the policy in respect of unstructured electronic invoices submitted by the Supplier to the Customer (as may be amended from time to time).
- 7.4 The Supplier shall accept the Government Procurement Card as a means of payment for the Goods and/or Services where such card is agreed with the Customer to be a suitable means of payment. The Supplier shall be solely liable to pay any merchant fee levied for using the Government Procurement Card and shall not be entitled to recover this charge from the Customer.
- 7.5 All payments due by one Party to the other shall be made within thirty (30) days of receipt of a Valid Invoice unless otherwise specified in this Call Off Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.
- 7.6 The Supplier shall submit invoices directly to the Customer's billing address set out in the Call Off Order Form.

8. ADJUSTMENT OF CALL OFF CONTRACT CHARGES

- 8.1 The Call Off Contract Charges shall only be varied:
- 8.1.1 due to a Specific Change in Law in relation to which the Parties agree that a change is required to all or part of the Call Off Contract Charges in accordance with Clause 22.2 of this Call Off Contract (Legislative Change);
 - 8.1.2 in accordance with Clause 23.1.4 of this Call Off Contract (Call Off Contract Charges and Payment) where all or part of the Call Off Contract Charges are reduced as a result of a reduction in the Framework Prices;
 - 8.1.3 where all or part of the Call Off Contract Charges are reduced as a result of a review of the Call Off Contract Charges in accordance with Clause 18 of this Call Off Contract (Continuous Improvement);
 - 8.1.4 where all or part of the Call Off Contract Charges are reduced as a result of a review of Call Off Contract Charges in accordance with Clause 25 of this Call Off Contract (Benchmarking);
 - 8.1.5 where all or part of the Call Off Contract Charges are reviewed and reduced in accordance with paragraph 9 of this Call Off Schedule 3;
 - 8.1.6 where a review and increase of Call Off Contract Charges is requested by the Supplier and Approved, in accordance with the provisions of paragraph 10 of this Call Off Schedule 3; or
 - 8.1.7 where Call Off Contract Charges or any component amounts or sums thereof are expressed in this Call Off Schedule 3 as "subject to increase by way of Indexation", in accordance with the provisions in paragraph 11 of this Call Off Schedule 3.
- 8.2 Subject to paragraphs 8.1.1 to 8.1.5 of this Call Off Schedule 3, the Call Off Contract Charges will remain fixed for the number of Contract Years specified in the Call Off Order Form.

9. SUPPLIER PERIODIC ASSESSMENT OF CALL OFF CONTRACT CHARGES

- 9.1 Every six (6) Months during the Call Off Contract Period, the Supplier shall assess the level of the Call Off Contract Charges to consider whether it is able to reduce them.
- 9.2 Such assessments by the Supplier under paragraph 9 of this Call Off Schedule 3 shall be carried out on the dates specified in the Call Off Order Form in each Contract Year (or in the event that such dates do not, in any Contract Year, fall on a Working Day, on the next Working Day following such dates). To the extent that the Supplier is able to decrease all or part of the Call Off Contract Charges it shall promptly notify the Customer in writing and such reduction shall be implemented in accordance with paragraph 12.1.5 of this Call Off Schedule 3 below.

10. SUPPLIER REQUEST FOR INCREASE OF THE CALL OFF CONTRACT CHARGES

- 10.1 If the Customer has so specified in the Call Off Order Form, the Supplier may request an increase in all or part of the Call Off Contract Charges in accordance with the remaining provisions of this paragraph 10 subject always to:
- 10.1.1 paragraph 3.2 of this Call Off Schedule 3;
 - 10.1.2 the Supplier's request being submitted in writing at least three (3) Months before the effective date for the proposed increase in the relevant Call Off Contract Charges ("**Review Adjustment Date**") which shall be subject to paragraph 10.2 of this Call Off Schedule 3; and

- 10.1.3 the Approval of the Customer which shall be granted in the Customer's sole discretion.
- 10.2 The earliest Review Adjustment Date will be the first (1st) Working Day following the anniversary of the Call Off Commencement Date after the expiry of the period specified in paragraph 8.2 of this Schedule 3 during which the Contract Charges shall remain fixed (and no review under this paragraph 10 is permitted). Thereafter any subsequent increase to any of the Call Off Contract Charges in accordance with this paragraph 10 of this Call Off Schedule 3 shall not occur before the anniversary of the previous Review Adjustment Date during the Call Off Contract Period.
- 10.3 To make a request for an increase of some or all of the Call Off Contract Charges in accordance with this paragraph 10, the Supplier shall provide the Customer with:
- 10.3.1 a list of the Call Off Contract Charges it wishes to review;
- 10.3.2 for each of the Call Off Contract Charges under review, written evidence of the justification for the requested increase including:
- (a) a breakdown of the profit and cost components that comprise the relevant Call Off Contract Charge;
 - (b) details of the movement in the different identified cost components of the relevant Call Off Contract Charge;
 - (c) reasons for the movement in the different identified cost components of the relevant Call Off Contract Charge;
 - (d) evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components; and
 - (e) evidence that the Supplier's profit component of the relevant Call Off Contract Charge is no greater than that applying to Call Off Contract Charges using the same pricing mechanism as at the Call Off Commencement Date.

11. INDEXATION

- 11.1 Where the Call Off Contract Charges or any component amounts or sums thereof are expressed in this Call Off Schedule 3 as "subject to increase by way of Indexation" the following provisions shall apply:
- 11.1.1 the relevant adjustment shall:
- (a) be applied on the effective date of the increase in the relevant Call Off Contract Charges by way of Indexation ("**Indexation Adjustment Date**") which shall be subject to paragraph 11.1.2 of this Call Off Schedule 3;
 - (b) be determined by multiplying the relevant amount or sum by the percentage increase or changes in the Consumer Price Index published for the twelve (12) Months ended on the 31st of January immediately preceding the relevant Indexation Adjustment Date;
 - (c) where the published CPI figure at the relevant Indexation Adjustment Date is stated to be a provisional figure or is subsequently amended, that figure shall apply as ultimately confirmed or amended unless the Customer and the Supplier shall agree otherwise;

(d) if the CPI is no longer published, the Customer and the Supplier shall agree a fair and reasonable adjustment to that index or, if appropriate, shall agree a revised formula that in either event will have substantially the same effect as that specified in this Call Off Schedule 3.

- 11.1.2 The earliest Indexation Adjustment Date will be the (1st) Working Day following the expiry of the period specified in paragraph 8.2 of this Call Off Schedule 3 during which the Contract Charges shall remain fixed (and no review under this paragraph 11 is permitted Call Off Commencement Date. Thereafter any subsequent increase by way of Indexation shall not occur before the anniversary of the previous Indexation Adjustment Date during the Call Off Contract Period;
- 11.1.3 Except as set out in this paragraph 11 of this Call Off Schedule 3, neither the Call Off Contract Charges nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or Sub-Contractors of the performance of their obligations under this Call Off Contract.

12. IMPLEMENTATION OF ADJUSTED CALL OFF CONTRACT CHARGES

12.1 Variations in accordance with the provisions of this Call Off Schedule 3 to all or part the Call Off Contract Charges (as the case may be) shall be made by the Customer to take effect:

- 12.1.1 in accordance with Clause 22.2 of this Call Off Contract (Legislative Change) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.1 of this Call Off Schedule 3;
- 12.1.2 in accordance with Clause 23.1.4 of this Call Off Contract (Call Off Contract Charges and Payment) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.2 of this Call Off Schedule 3;
- 12.1.3 in accordance with Clause 18 of this Call Off Contract (Continuous Improvement) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.3 of this Call Off Schedule 3;
- 12.1.4 in accordance with Clause 25 of this Call Off Contract (Benchmarking) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.4 of this Call Off Schedule 3;
- 12.1.5 on the dates specified in the Call Off Order Form where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.5 of this Call Off Schedule 3;
- 12.1.6 on the Review Adjustment Date where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.6 of this Call Off Schedule 3;
- 12.1.7 on the Indexation Adjustment Date where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.7 of this Call Off Schedule 3;

and the Parties shall amend the Call Off Contract Charges shown in Annex 1 to this Call Off Schedule 3 to reflect such variations.

ANNEX 1: CALL OFF CONTRACT CHARGES

[INSERT RATE CARD FOR LOT 4]

HSE Change Programme Costs

Updated Proposal: 01-June 2018

2018/2019 2019/2020

<u>IRM Workbook Name</u>	<u>Activity</u>					
HSE-ONR OPS Costing Model	HSE Uplift Costs	£217,984				
HSE-ONR OPS Costing Model	HSE Destruction		£56,487			
UK HSE IT	IT / IM Link Project Labour Costs	£54,095				
UK HSE IT	IT / IM Link Project Non-Labour Costs	£5,355				
HSE - Enable Digital Solutions Model	Bulk Scanning		£80,471			
HSE - Enable Digital Solutions Model	Bulk Scanning Project Mgmt		£1,633			
HSE - Enable Digital Solutions Model	Bulk Scanning Scanning Setup		£2,500			
HSE HR Figures	Redundancy Payments	£29,737				
RM3781 - Transational Activity	Ingestion of boxes - initial move	£19,125				
	Total	£326,296	£141,091	£0	£0	£0

Key Assumptions

HSE cost of change only. ONR costs removed and to be paid in 18/19 budget year

82% of One Off IM Link Project Costs applied to HSE

Artefact scanning completed and billed in April 19

HSE file destruction completed and billed in April 2019

Additional storage charge to be applied - Records for destruction and scanning to be stored for 5months post Cherry Lane uplift.

3 month labour cost removed from changed costs. This is a BAU charge for HSE.

	Total	Notes
	£217,984	£44,539 ONR charges removed
	£56,487	Completed and billed Apr 19
	£54,095	82% Total One Off IM Link Cost applied to HSE
	£5,355	82% Total One Off IM Link Cost applied to HSE
	£80,471	Scanning completed and billed in Apr 19
	£1,633	Scanning completed and billed in Apr 19
	£2,500	Scanning completed and billed in Apr 19
	£29,737	
	£19,125	HSE Ingestion cost only
£0	£0	£467,387

Schedule B Description	Charge Type	Activity	HSE Costs	ONR Costs
Service design phase	One off	Resourcing and planning included	£0	£0
Migration activities	One off	Uplift of remaining HSE records (post destruction), CRD records and ONR records	£151,003	£30,430
Migration activities	One off	Box supply and assembly of 22,934 1.4 cuft boxes (19,125 HSE & 3,809 ONR)	£29,202	£5,816
Migration activities	One off	Transport from Cherry Lane to Stafford RM Offsite Storage - 34 trips	£37,779	£8,293
Migration activities	One off	Ingestion of 22,924 Boxes and Put Away at £1.00 per box	£19,125	£3,809
Migration activities	One off	IT and IM Link One Off Costs	£36,250	£36,250
Migration activities	Re-occurring	IM Link Annual Costs at £4,650 per annum over 7 years	£16,275	£16,275
Migration activities	Re-occurring	Storage based on 22,934 1.4 cuft boxes at £50,087.85 per annum over 7 years	£292,383	£58,233
File Destruction	One off	Upfront destruction of 50% HSE files at point of initial uplift	£56,487	£0
File Destruction	Re-occurring	Business as usual destruction services, based on a per file/box price	£0.96	£0.96
Scanning	One off	Back scan 11,500 artefacts from HSE's occupational health library collection	£84,604	£0
Image on Demand	Re-occurring	Image on demand based on recommended maximum 35 page limit	£16,550	£0
Retrieval of a physical file	Re-occurring	Retrieval of files at 3861 (HSE); 339 (ONR) per annum over 7 years	£18,108	£1,590
New physical file	Re-occurring	Next Day Transport - 52 trips per annum over 7 years at £12.41 per trip	£2,259	£2,259
Retrieval of a physical file	Re-occurring	Transport handling, based on a per box or file bundle	£0.43	£0.43
Retrieval of a physical file	Re-occurring	Cost per Trip	£12.41	£12.41
New Physical File	Re-occurring	New record intake at £0.8 per box or file at 4,200 files per annum	£19,600	£3,920
New Physical File	Re-occurring	Handling per box or file bundle	£0.434	£0.434
New Physical File	Re-occurring	Additional storage per cuft	£0.13	£0.13
Other Costs	One off	3 months TUPE'd staff cost - support indexing / data entry on HSE systems	£23,470	£0
Other Costs	One off	Redundancy costs	£29,737	£0
Totals			£832,846	£166,889

Transational activity based on information provided Q & A Summary Issue 4 Q73

Annual file retrieval 3861 (HSE); 339 (ONR)

Ingestion (estimates) – 3,500 per year for HSE and 700 per year - ONR

HSE will scan 193 files annually (5 % retrieval) based on an average HSE file comprising of 330 pages (images).

IRM recommendation base on cost effectiveness is to only scan upto 35 pages Image on Demand. Above that its more cost effective to retrieve physically.

Total	Ratio HSE	Ratio ONR
£0	0.0%	0.0%
£181,433	83.2%	16.8%
£35,018	83.4%	16.6%
£46,072	82.0%	18.0%
£22,934	83.4%	16.6%
£72,500	50.0%	50.0%
£32,550	50.0%	50.0%
£350,616	83.4%	16.6%
£56,487	100.0%	0.0%
£1.92	50.0%	50.0%
£84,604	100.0%	0.0%
£16,550	100.0%	0.0%
£19,698	91.9%	8.1%
£4,517	50.0%	50.0%
£0.87	50.0%	50.0%
£24.82	50.0%	50.0%
£23,520	83.3%	16.7%
£0.868	50.0%	50.0%
£0.26	50.0%	50.0%
£23,470	100.0%	0.0%
£29,737	100.0%	0.0%
£999,736	83.3%	16.7%

Contract Value - 7yr Model

<u>IRM Workbook Name</u>	<u>Activity</u>	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Total
HSE-ONR OPS Costing Model	HSE / ONR Uplift Costs and HSE Destruction	£319,009							£319,009
UK HSE IT	IT / IM Link Project Labour Costs	£65,970							£65,970
UK HSE IT	IT / IM Link Project Non-Labour Costs	£6,530							£6,530
UK HSE IT	IT Recurring IM Link Costs	£4,650	£4,650	£4,650	£4,650	£4,650	£4,650	£4,650	£32,550
HSE - Enable Digital Solutions Model	Bulk Scanning	£80,471							£80,471
HSE - Enable Digital Solutions Model	Bulk Scanning Project Mgmt	£1,633							£1,633
HSE - Enable Digital Solutions Model	Bulk Scanning Scanning Setup	£2,500							£2,500
HSE HR Figures	TUPE Staff 3 months Labor costs	£23,470							£23,470
HSE HR Figures	Redundancy Payments	£29,737							£29,737
RM3781 - Transational Activity	File Retrieval	£2,814	£2,814	£2,814	£2,814	£2,814	£2,814	£2,814	£19,698
RM3781 - Transational Activity	Next day transport	£645.32	£645.32	£645.32	£645.32	£645.32	£645.32	£645.32	£4,517
RM3781 - Transational Activity	Image on Demand	£2,364	£2,364	£2,364	£2,364	£2,364	£2,364	£2,364	£16,550
RM3781 - Transational Activity	New Records Ingestion	£3,360	£3,360	£3,360	£3,360	£3,360	£3,360	£3,360	£23,520
RM3781 - Transational Activity	Storage - Annual ongoing	£50,088	£50,088	£50,088	£50,088	£50,088	£50,088	£50,088	£350,616
RM3781 - Transational Activity	Ingestion of boxes - initial move	£22,934							£22,934
Total		£616,176	£63,922	£63,922	£63,922	£63,922	£63,922	£63,922	£999,705

Transational activity based on information provided Q & A Summary Issue 4 Q73

Annual file retrieval 3861 (HSE); 339 (ONR)

Ingestion (estimates) – 3,500 per year for HSE and 700 per year - ONR

HSE will scan 193 files annually (5 % retrieval) based on an average HSE file comprising of 330 pages (images).

Recommendation base on cost effectiveness is to only scan upto 35pages IOD. Above that its more cost effective to retrieve physically.

ANNEX 2: PAYMENT TERMS/PROFILE

The Supplier shall invoice the Customer Monthly in arrears. The Customer shall pay all sums properly due and payable to the Supplier in cleared funds within thirty (30) days of receipt of a Valid Invoice.

**CALL OFF SCHEDULE 4: IMPLEMENTATION PLAN, CUSTOMER RESPONSIBILITIES
AND KEY PERSONNEL**

NOT USED

CALL OFF SCHEDULE 5: TESTING

Not Applicable

CALL OFF SCHEDULE 6: SERVICE LEVELS, SERVICE CREDITS AND PERFORMANCE MONITORING

1. SCOPE

1.1 This Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) sets out the Service Levels which the Supplier is required to achieve when providing the Goods and/or Services, the mechanism by which Service Level Failures and Critical Service Level Failures will be managed and the method by which the Supplier's performance in the provision by it of the Goods and/or Services will be monitored.

1.2 This Call Off Schedule 6 comprises:

- 1.2.1 Part A: Service Levels and Service Credits;
- 1.2.2 Annex 1 to Part A - Service Levels and Service Credits Table;
- 1.2.3 Annex 1 to Part B: Performance Monitoring; and
- 1.2.4 Annex 2 to Part B: Additional Performance Monitoring Requirements.

PART A: SERVICE LEVELS AND SERVICE CREDITS

1. GENERAL PROVISIONS

- 1.1 The Supplier shall provide a suitably qualified nominated Call Off Contract manager, as well as a suitably qualified deputy to act in their absence, who will take over all responsibility for delivering the Goods and/ or Services required within this Call Off Contract and ensuring that all Service Levels in this Call Off Contract and Key Performance Indicators in the Framework Agreement are achieved to the highest standard throughout, respectively, the Call Off Contract Period and the Framework Period.
- 1.2 The Supplier shall within five (5) working days of the Call Off Contract Commencement Date send to the Contracting Authorities the name and contact details (including email address and telephone numbers) of the nominated Call Off Contract Manager and Deputy Call Off Contract Manager for this Call Off Contract. The Supplier shall have arrangements in place to deal with annual leave or any other (un)planned absence.
- 1.3 The Supplier shall communicate any change in Call Off Contract Manager to Contracting Authorities, no less than one (1) month in advance of the planned change.
- 1.4 The Supplier shall provide a managed service through the provision of a dedicated Call Off Contract manager where required on matters relating to:
 - 1.4.1 Supply performance;
 - 1.4.2 Quality of Goods and/or Services;
 - 1.4.3 Customer support;
 - 1.4.4 Complaints handling; and
 - 1.4.5 Accurate and timely invoices.
- 1.5 The Supplier accepts and acknowledges that failure to meet the Service Level Performance Measures set out in the table in Annex 1 to this Part A of this Call Off Schedule 6 will result in Service Credits being issued to Customers.

2. PRINCIPAL POINTS

- 2.1 The objectives of the Service Levels and Service Credits are to:
 - 2.1.1 ensure that the Goods and/or Services are of a consistently high quality and meet the requirements of the Customer;
 - 2.1.2 provide a mechanism whereby the Customer can attain meaningful recognition of inconvenience and/or loss resulting from the Supplier's failure to deliver the level of service for which it has contracted to deliver; and
 - 2.1.3 incentivise the Supplier to comply with and to expeditiously remedy any failure to comply with the Service Levels.

3. SERVICE LEVELS

- 3.1 Annex 1 to this Part A of this Call Off Schedule 6 sets out the Service Levels the performance of which the Parties have agreed to measure.

- 3.2 The Supplier shall monitor its performance of this Call Off Contract by reference to the relevant performance criteria for achieving the Service Levels shown in Annex 1 to this Part A of this Call Off Schedule 6 (the “**Service Level Performance Criteria**”) and shall send the Customer a Performance Monitoring Report detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Call Off Schedule 6.
- 3.3 The Supplier shall, at all times, provide the Goods and/or Services in such a manner that the Service Levels Performance Measures are achieved.
- 3.4 If the level of performance of the Supplier of any element of the provision by it of the Goods and/or Services during the Call Off Contract Period:
- 3.4.1 is likely to or fails to meet any Service Level Performance Measure or
 - 3.4.2 is likely to cause or causes a Critical Service Failure to occur,
 - 3.4.3 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 including under Clause 13 of this Call Off Contract (Service Levels and Service Credits), may:
 - (a) 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
 - (b) if the action taken under paragraph (a) 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
 - (c) if a Service Level Failure has occurred, deduct from the Call Off Contract Charges the applicable Service Level Credits payable by the Supplier to the Customer in accordance with the calculation formula set out in Annex 1 of this Part A of this Call Off Schedule 6; or
 - (d) if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure in accordance with Clause 14 of this Call Off Contract (Critical Service Level Failure) (including subject, for the avoidance of doubt, the proviso in Clause 14.2.2 of this Call Off Contract in relation to Material Breach).
- 3.5 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.

4. **SERVICE CREDITS**

- 4.1 Annex 1 to this Part A of this Call Off Schedule 6 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 Call Off Schedule 6, shall be a recurrent period of one Month during the Call Off Contract Period (the “**Service Period**”).

- 4.2 Annex 1 to this Part A of this Call Off Schedule 6 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.
- 4.3 The Customer shall use the Performance Monitoring Reports supplied by the Supplier under Part B (Performance Monitoring) of this Call Off Schedule 6 to verify the calculation and accuracy of the Service Credits, if any, applicable to each relevant Service Period.
- 4.4 Service Credits are a reduction of the amounts payable in respect of the Goods and/or 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 Annex 1 of Part A of this Call Off Schedule 6.

5. NATURE OF SERVICE CREDITS

- 5.1 The Supplier confirms that it has modelled the Service Credits and has taken them into account in setting the level of the Call Off Contract Charges. Both Parties agree that the Service Credits are a reasonable method of price adjustment to reflect poor performance.

ANNEX 1 TO PART A: SERVICE LEVELS AND SERVICE CREDITS TABLE

NOT USED

ANNEX 1 TO PART B: PERFORMANCE MONITORING

1. PRINCIPAL POINTS

- 1.1 Part B to this Call Off Schedule 6 provides the methodology for monitoring the provision of the Goods and/or Services:
- 1.1.1 to ensure that the Supplier is complying with the Service Levels; and
 - 1.1.2 for identifying any failures to achieve Service Levels in the performance of the Supplier and/or provision of the Goods and/or Services ("**Performance Monitoring System**").
- 1.2 Within twenty (20) Working Days of the Call Off 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. REPORTING OF SERVICE FAILURES

- 2.1 The Supplier shall report all failures to achieve Service Levels and any Critical Service Level Failure to the Customer in accordance with the processes agreed in paragraph 1.2 of Part B of this Call Off Schedule 6 above.

3. PERFORMANCE MONITORING AND PERFORMANCE REVIEW

- 3.1 The Supplier shall provide the Customer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.2 of Part B of this Call Off Schedule 6 above which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
- 3.1.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 3.1.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 3.1.3 any Critical Service Level Failures and details in relation thereto;
 - 3.1.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.1.5 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
 - 3.1.6 such other details as the Customer may reasonably require from time to time.
- 3.2 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") 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):
- 3.2.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier;

- 3.2.2 take place at such location and time (within normal business hours) as the Customer shall reasonably require unless otherwise agreed in advance;
- 3.2.3 be attended by the Supplier's Representative and the Customer's Representative; and
- 3.2.4 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.
- 3.3 The Customer shall be entitled to raise any additional questions and/or request any further information regarding any failure to achieve Service Levels.
- 3.4 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.
- 3.5 The Supplier shall manage the Call Off Contract for Lots 2, 3, 4, 5 and 6 by utilising the Contracting Authorities tiered Supplier Relationship Management (SRM) approach as set out in clause 3.6, which provides escalation routes and enables development of the key strategies at senior levels.
- 3.6 The Supplier shall agree the level of engagement and frequency with Contracting Authorities within one (1) month of the Call Off Contract Commencement Date, but as a minimum this shall include the following for Lots 2, 3, 4, 5 and 6:

Frequency	Status	Format	Attendees	Information Required
Monthly	Operational	Meeting or telephone conference	To be agreed at Implementation	Monthly MI Highlight Report
Quarterly	Operational	Meeting	To be agreed at Implementation	Highlight Report Dashboard Continuous Improvement Plan
Bi-annually	Operational / Strategic	Meeting	To be agreed at Implementation	Dashboard, Mid-Year Review and Forecast Report
Annually	Strategic	Meeting	To be agreed at Implementation	Dashboard, End of Year Review and Forecast Report

- 3.7 The Supplier's Call Off Contract Manager shall ensure where Service Levels are not being met, that appropriate extra resources are committed promptly and action is taken to resolve any issues to the satisfaction of Contracting Authorities which may include a Performance Improvement Plan (PIP).

4. SATISFACTION SURVEYS

- 4.1 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 Goods and/or Services.

- 4.2 The Customer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Goods and/or Services which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Call Off Contract.
- 4.3 All other suggestions for improvements to the provision of Goods and/or Services shall be dealt with as part of the continuous improvement programme pursuant to Clause 18 of this Call Off Contract (Continuous Improvement).

ANNEX 2 TO PART B: ADDITIONAL PERFORMANCE MONITORING REQUIREMENTS

Not used.

CALL OFF SCHEDULE 7: SECURITY

1. DEFINITIONS

1.1 In this Call Off Schedule 7, the following definitions shall apply:

"Breach of Security" means the occurrence of:

- a) any unauthorised access to or use of the Goods and/or Services, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Customer Data) used by the Customer and/or the Supplier in connection with this Call Off Contract; and/or
- b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Customer Data), including any copies of such information or data, used by the Customer and/or the Supplier in connection with this Call Off Contract,

in either case as more particularly set out in the Security Policy;

2. INTRODUCTION

2.1 The purpose of this Call Off Schedule 7 is to ensure a good organisational approach to security under which the specific requirements of this Call Off Contract will be met;

2.2 This Call Off Schedule 7 covers:

- 2.2.1 principles of protective security to be applied in delivering the Goods and/or Services;
- 2.2.2 the creation and maintenance of the Security Management Plan; and
- 2.2.3 obligations in the event of actual or attempted Breaches of Security.

3. PRINCIPLES OF SECURITY

3.1 The Supplier acknowledges that the Customer places great emphasis on the reliability of the performance of the Goods and/or Services, 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 Call Off Contract;
- 3.2.2 as a minimum demonstrates Good Industry Practice;
- 3.2.3 complies with the Security Policy;
- 3.2.4 meets any specific security threats of immediate relevance to the Goods and/or Services and/or the Customer Data; and
- 3.2.5 complies with the Customer's ICT Policy.

- 3.3 Subject to Clause 34 of this Call Off Contract (Security and Protection of Information) the references to standards, guidance and policies contained or set out in paragraph 3.2 of this Call Off Schedule 7 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 Customer's Representative of such inconsistency immediately upon becoming aware of the same, and the Customer'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 Call Off Schedule 7. 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:

- (a) comply with the principles of security set out in paragraph 3 of this Call Off Schedule 7 and any other provisions of this Call Off Contract relevant to security;
- (b) identify the necessary delegated organisational roles defined for those responsible for ensuring it is complied with by the Supplier;
- (c) detail the process for managing any security risks from Sub-Contractors and third parties authorised by the Customer with access to the Goods and/or Services, processes associated with the provision of the Goods and/or Services, the Customer Premises, the Sites and any ICT, Information and data (including the Customer's Confidential Information and the Customer Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Goods and/or Services;
- (d) unless otherwise specified by the Customer in writing, be developed to protect all aspects of the Goods and/or Services and all processes associated with the provision of the Goods and/or Services, including the Customer Premises, the Sites, and any ICT, Information and data (including the Customer's Confidential Information and the Customer Data) to the extent used by the Customer or the Supplier in connection with this Call Off Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Goods and/or Services;
- (e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Goods and/or Services 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 Goods and/or Services comply with the provisions of this Call Off Contract;

(f) 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 Call Off Contract and the Security Policy; and

(g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Customer engaged in the provision of the Goods and/or Services and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Call Off Schedule 7.

4.3 Development of the Security Management Plan

4.3.1 Within twenty (20) Working Days after the Call Off Commencement Date (or such other period agreed by the Parties in writing) and in accordance with paragraph 4.4 (Amendment and Revision of the Security Management Plan), the Supplier shall prepare and deliver to the Customer 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 Customer in accordance with paragraph 4.3.1, or any subsequent revision to it in accordance with paragraph 4.4 (Amendment and Revision of the Security Management Plan), 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 Call Off Schedule 7. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days or such other period as the Parties may agree in writing of a notice of non-approval from the Customer and re-submit to the Customer 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 (or such other period as the parties may agree in writing) from the date of its first submission to the Customer. If the Customer 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 Customer 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 Customer 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 Customer of the Security Management Plan pursuant to paragraph 4.3.2 of this Call Off Schedule 7 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 Call Off Schedule 7.

4.4 Amendment and Revision 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:

(a) emerging changes in Good Industry Practice;

- (b) any change or proposed change to the Goods and/or Services and/or associated processes;
 - (c) any change to the Security Policy;
 - (d) any new perceived or changed security threats; and
 - (e) any reasonable change in requirements requested by the Customer.
- 4.4.2 The Supplier shall provide the Customer 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 Customer. The results of the review shall include, without limitation:
 - (a) suggested improvements to the effectiveness of the Security Management Plan;
 - (b) updates to the risk assessments; and
 - (c) 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 Customer or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved by the Customer.
- 4.4.4 The Customer may, where it is reasonable to do so, 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 for the purposes of this Call Off Contract.

5. BREACH OF SECURITY

- 5.1 Either party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan if one exists) 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 Customer) necessary to:
 - (a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - (b) remedy such Breach of Security to the extent possible and protect the integrity of the Customer 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;
 - (c) prevent an equivalent breach in the future exploiting the same cause failure; and

(d) as soon as reasonably practicable provide to the Customer, where the Customer so requests, full details (using the reporting mechanism defined by the Security Management Plan if one exists) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Customer.

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 or the requirements of this Call Off Schedule 7, then any required change to the Security Management Plan shall be at no cost to the Customer.

CALL OFF SCHEDULE 8: BUSINESS CONTINUITY AND DISASTER RECOVERY

1. DEFINITIONS

1.1 In this Call Off Schedule 8, the following definitions shall apply:

"Business Continuity Plan"	has the meaning given to it in paragraph 2.2.1(b) of this Call Off Schedule 8;
"Disaster Recovery Plan"	has the meaning given to it in 2.2.1(c) of this Call Off Schedule 8;
"Disaster Recovery System"	means the system embodied in the processes and procedures for restoring the provision of Goods and/or Services following the occurrence of a disaster;
"Review Report"	has the meaning given to it in paragraph 6.2 of this Call Off Schedule 8;
"Supplier's Proposals"	has the meaning given to it in paragraph 6.2.3 of this Call Off Schedule 8;

2. BCDR PLAN

2.1 Within thirty 30 Working Days from the Call Off Commencement Date the Supplier shall prepare and deliver to the Customer for the Customer's written approval a plan, which shall detail the processes and arrangements that the Supplier shall follow to:

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

2.1.2 the recovery of the Goods and/or Services in the event of a Disaster.

2.2 The BCDR Plan shall:

2.2.1 be divided into three parts:

(a) Part A which shall set out general principles applicable to the BCDR Plan;

(b) Part B which shall relate to business continuity (the "**Business Continuity Plan**"); and

(c) Part C which shall relate to disaster recovery (the "**Disaster Recovery Plan**"); and

2.2.2 unless otherwise required by the Customer in writing, be based upon and be consistent with the provisions of paragraphs 3, 4 and 5.

2.3 Following receipt of the draft BCDR Plan from the Supplier, the Customer shall:

2.3.1 review and comment on the draft BCDR Plan as soon as reasonably practicable; and

2.3.2 notify the Supplier in writing that it approves or rejects the draft BCDR Plan no later than twenty (20) Working Days after the date on which the draft BCDR Plan is first delivered to the Customer.

- 2.4 If the Customer rejects the draft BCDR Plan:
- 2.4.1 the Customer shall inform the Supplier in writing of its reasons for its rejection; and
 - 2.4.2 the Supplier shall then revise the draft BCDR Plan (taking reasonable account of the Customer's comments) and shall re-submit a revised draft BCDR Plan to the Customer for the Customer's approval within twenty (20) Working Days of the date of the Customer's notice of rejection. The provisions of paragraphs 2.3 and 2.4 of this Call Off Schedule 8 shall apply again to any resubmitted draft BCDR Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

3. PART A OF THE BCDR PLAN AND GENERAL PRINCIPLES AND REQUIREMENTS

- 3.1 Part A of the BCDR Plan shall:
- 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the operation of the provision of the Goods and/or Services and any goods and/or services provided to the Customer by a Related Supplier;
 - 3.1.3 contain an obligation upon the Supplier to liaise with the Customer and (at the Customer's request) any Related Suppliers with respect to issues concerning business continuity and disaster recovery where applicable;
 - 3.1.4 detail how the BCDR Plan links and interoperates with any overarching and/or connected disaster recovery or business continuity plan of the Customer and any of its other Related Supplier in each case as notified to the Supplier by the Customer from time to time;
 - 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multi-channels (including but without limitation a web-site (with FAQs), e-mail, phone and fax) for both portable and desk top configurations, where required by the Customer;
 - 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments and estimates of frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Goods and/or Services and processes for managing the risks arising therefrom;
 - (c) identification of risks arising from the interaction of the provision of Goods and/or Services and with the goods and/or services provided by a Related Supplier; and
 - (d) a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;
 - 3.1.7 provide for documentation of processes, including business processes, and procedures;

- 3.1.8 set out key contact details (including roles and responsibilities) for the Supplier (and any Sub-Contractors) and for the Customer;
 - 3.1.9 identify the procedures for reverting to “normal service”;
 - 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to ensure that there is no more than the accepted amount of data loss and to preserve data integrity;
 - 3.1.11 identify the responsibilities (if any) that the Customer has agreed it will assume in the event of the invocation of the BCDR Plan; and
 - 3.1.12 provide for the provision of technical advice and assistance to key contacts at the Customer as notified by the Customer from time to time to inform decisions in support of the Customer’s business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
- 3.2.1 the Goods and/or Services are provided in accordance with this Call Off Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster, service failure, or disruption on the operations of the Customer is minimal as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of **ISO/IEC 27002** and all other industry standards from time to time in force; and
 - 3.2.4 there is a process for the management of disaster recovery testing detailed in the BCDR Plan.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Goods and/or Services or to the business processes facilitated by and the business operations supported by the provision of Goods and/or Services.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the 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 Call Off Contract.

4. BUSINESS CONTINUITY PLAN - PRINCIPLES AND CONTENTS

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes and operations facilitated by the provision of Goods and/or Services remain supported and to ensure continuity of the business operations supported by the Services including, unless the Customer expressly states otherwise in writing:
- 4.1.1 the alternative processes (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Goods and/or Services; and
 - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Goods and/or Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
- 4.2.1 address the various possible levels of failures of or disruptions to the provision of Goods and/or Services;

- 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Goods and/or Services (such goods and/or services and steps, the “**Business Continuity Goods and/or Services**”);
- 4.2.3 specify any applicable Service Levels with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Service Levels in respect of the provision of other Goods and/or Services during any period of invocation of the Business Continuity Plan; and
- 4.2.4 clearly set out the conditions and/or circumstances under which the Business Continuity Plan is invoked.

5. DISASTER RECOVERY PLAN - PRINCIPLES AND CONTENTS

- 5.1 The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Customer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Disaster Recovery Plan shall be invoked only upon the occurrence of a Disaster.
- 5.3 The Disaster Recovery Plan shall include the following:
 - 5.3.1 the technical design and build specification of the Disaster Recovery System;
 - 5.3.2 details of the procedures and processes to be put in place by the Supplier in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services.
 - 5.3.3 any applicable Service Levels with respect to the provision of the Disaster Recovery Services and details of any agreed relaxation to the Service Levels in respect of the provision of other Goods and/or Services during any period of invocation of the Disaster Recovery Plan;
 - 5.3.4 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
 - 5.3.5 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule 8; and
 - 5.3.6 testing and management arrangements.

6. REVIEW AND AMENDMENT OF THE BCDR PLAN

- 6.1 The Supplier shall review the BCDR Plan (and the risk analysis on which it is based):
 - 6.1.1 on a regular basis and as a minimum once every six (6) months;
 - 6.1.2 within three calendar months of the BCDR Plan (or any part) having been invoked pursuant to paragraph 7; and
 - 6.1.3 where the Customer requests any additional reviews (over and above those provided for in paragraphs 6.1.1 and 6.1.2 of this Call Off Schedule 8) by notifying the Supplier to such effect in writing, whereupon the Supplier shall conduct such reviews in accordance with the Customer’s written requirements. Prior to starting its review, the Supplier shall provide an

accurate written estimate of the total costs payable by the Customer for the Customer's approval. The costs of both Parties of any such additional reviews shall be met by the Customer except that the Supplier shall not be entitled to charge the Customer for any costs that it may incur above any estimate without the Customer's prior written approval.

6.2 Each review of the BCDR Plan pursuant to paragraph 6.1 of this Call off Schedule 8 shall be a review of the procedures and methodologies set out in the BCDR Plan and shall assess their suitability having regard to any change to the Goods and/or Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within the period required by the BCDR Plan or, if no such period is required, within such period as the Customer 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 Customer a report (a "**Review Report**") setting out:

- 6.2.1 the findings of the review;
- 6.2.2 any changes in the risk profile associated with the provision of Goods and/or Services; and
- 6.2.3 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 following the review detailing the impact (if any and to the extent that the Supplier can reasonably be expected to be aware of the same) that the implementation of such proposals may have on any goods, services or systems provided by a third party.

6.3 Following receipt of the Review Report and the Supplier's Proposals, the Customer shall:

- 6.3.1 review and comment on the Review Report and the Supplier's Proposals as soon as reasonably practicable; and
- 6.3.2 notify the Supplier in writing that it approves or rejects the Review Report and the Supplier's Proposals no later than twenty (20) Working Days after the date on which they are first delivered to the Customer.

6.4 If the Customer rejects the Review Report and/or the Supplier's Proposals:

- 6.4.1 the Customer shall inform the Supplier in writing of its reasons for its rejection; and
- 6.4.2 the Supplier shall then revise the Review Report and/or the Supplier's Proposals as the case may be (taking reasonable account of the Customer's comments and carrying out any necessary actions in connection with the revision) and shall re-submit a revised Review Report and/or revised Supplier's Proposals to the Customer for the Customer's approval within twenty (20) Working Days of the date of the Customer's notice of rejection. The provisions of paragraphs 6.3 and 6.4 of this Call Off Schedule 8 shall apply again to any resubmitted Review Report and Supplier's Proposals, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

6.5 The Supplier shall as soon as is reasonably practicable after receiving the Customer's approval of the Supplier's Proposals (having regard to the significance of any risks highlighted in the Review Report) 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 Goods and/or Services.

7. TESTING OF THE BCDR PLAN

7.1 The Supplier shall test the BCDR Plan on a regular basis (and in any event not less than once in every Contract Year). Subject to paragraph 7.2 of this Call Off Schedule 8, the Customer may require the Supplier to conduct additional tests of some or all aspects of the BCDR Plan at any time where the Customer considers it necessary, including where there has been any change to the Goods and/or Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the BCDR Plan.

7.2 If the Customer 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 Customer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Customer 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 the Customer and shall liaise with the Customer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Customer in this regard. Each test shall be carried out under the supervision of the Customer or its nominee.

7.4 The Supplier shall ensure that any use by it or any Sub-Contractor of "live" data in such testing is first approved with the Customer. Copies of live test data used in any such testing shall be (if so required by the Customer) destroyed or returned to the Customer on completion of the test.

7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Customer 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 Customer, (including requests for the re-testing of the BCDR Plan) to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at no additional cost to the Customer, by the date reasonably required by the Customer and set out in such notice.

7.7 For the avoidance of doubt, the carrying out of a test of the BCDR Plan (including a test of the BCDR Plan's procedures) shall not relieve the Supplier of any of its obligations under this Call Off Contract.

7.8 The Supplier shall also perform a test of the BCDR Plan in the event of any major reconfiguration of the Goods and/or Services or as otherwise reasonably requested by the Customer.

8. INVOCATION OF 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 Customer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Customer.

CALL OFF SCHEDULE 9: EXIT MANAGEMENT

1. DEFINITIONS

1.1 In this Call Off Schedule 9, the following definitions shall apply:

"Exclusive Assets"	means those Supplier Assets used by the Supplier or a Key Sub-Contractor which are used exclusively in the provision of the Goods and/or Services;
"Exit Information"	has the meaning given to it in paragraph 4.1 of this Call Off Schedule 9;
"Exit Manager"	means the person appointed by each Party pursuant to paragraph 3.4 of this Call Off Schedule 9 for managing the Parties' respective obligations under this Call Off Schedule 9;
"Net Book Value"	means the net book value of the relevant Supplier Asset(s) calculated in accordance with the depreciation policy of the Supplier set out in the letter in the agreed form from the Supplier to the Customer of even date with this Call Off Contract;
"Non-Exclusive Assets"	means those Supplier Assets (if any) which are used by the Supplier or a Key Sub-Contractor in connection with the Goods and/or Services but which are also used by the Supplier or Key Sub-Contractor for other purposes;
"Registers"	means the register and configuration database referred to in paragraphs 3.1.1 and 3.1.2 of this Call Off Schedule 9;
"Termination Assistance"	means the activities to be performed by the Supplier pursuant to the Exit Plan, and any other assistance required by the Customer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in paragraph 6.1 of this Call Off Schedule 9;
"Termination Assistance Period"	means in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to paragraph 6.2 of this Call Off Schedule 9;
"Transferable Assets"	means those of the Exclusive Assets which are capable of legal transfer to the Customer;
"Transferable Contracts"	means the Sub-Contracts, licences for

	Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Customer or any Replacement Supplier to provide the Goods and/or Services or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in paragraph 9.2.1 of this Call Off Schedule 9;
"Transferring Contracts"	has the meaning given to it in paragraph 9.2.3 of this Call Off Schedule 9.

2. INTRODUCTION

- 2.1 This Call Off Schedule 9 describes provisions that should be included in the Exit Plan, the duties and responsibilities of the Supplier to the Customer leading up to and covering the Call Off Expiry Date and the transfer of service provision to the Customer and/or a Replacement Supplier.
- 2.2 The objectives of the exit planning and service transfer arrangements are to ensure a smooth transition of the availability of the Goods and/or Services from the Supplier to the Customer and/or a Replacement Supplier at the Call Off Expiry Date.

3. OBLIGATIONS DURING THE CALL OFF CONTRACT PERIOD TO FACILITATE EXIT

- 3.1 During the Call Off Contract Period, the Supplier shall:
- 3.1.1 create and maintain a Register of all:
- (a) Supplier Assets, detailing their:
 - (i) make, model and asset number;
 - (ii) ownership and status as either Exclusive Assets or Non-Exclusive Assets;
 - (iii) Net Book Value;
 - (iv) condition and physical location; and
 - (v) use (including technical specifications); and
 - (b) Sub-Contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Goods and/or Services;
- 3.1.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Goods and/or Services, which shall contain sufficient detail to permit the Customer and/or Replacement Supplier to understand how the Supplier provides the Goods and/or Services and to enable the smooth transition of the Goods and/or Services with the minimum of disruption;
- 3.1.3 agree the format of the Registers with the Customer as part of the process of agreeing the Exit Plan; and

- 3.1.4 at all times keep the Registers up to date, in particular in the event that Assets, Sub-Contracts or other relevant agreements are added to or removed from the Goods and/or Services.
- 3.2 The Supplier shall:
 - 3.2.1 procure that all Exclusive Assets listed in the Registers are clearly marked to identify that they are exclusively used for the provision of the Goods and/or Services under this Call Off Contract; and
 - 3.2.2 (unless otherwise agreed by the Customer in writing) procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation at the request of the Customer to the Customer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Goods and/or Services (or part of them) without restriction (including any need to obtain any consent or approval) or payment by the Customer.
- 3.3 Where the Supplier is unable to procure that any Sub-Contract or other agreement referred to in paragraph 3.2.2 of this Call Off Schedule 9 which the Supplier proposes to enter into after the Call Off Commencement Date is assignable and/or capable of novation to the Customer (and/or its nominee) and/or any Replacement Supplier without restriction or payment, the Supplier shall promptly notify the Customer of this and the Parties shall (acting reasonably and without undue delay) discuss the appropriate action to be taken which, where the Customer so directs, may include the Supplier seeking an alternative Sub-Contractor or provider of goods and/or services to which the relevant agreement relates.
- 3.4 Each Party shall appoint a person for the purposes of managing the Parties' respective obligations under this Call Off Schedule 9 and provide written notification of such appointment to the other Party within three (3) months of the Call Off Commencement Date. The Supplier's Exit Manager shall be responsible for ensuring that the Supplier and its employees, agents and Sub-Contractors comply with this Call Off Schedule 9. The Supplier shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Supplier as are reasonably necessary to enable the Supplier to comply with the requirements set out in this Call Off Schedule 9. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination of this Call Off Contract and all matters connected with this Call Off Schedule 9 and each Party's compliance with it.

4. OBLIGATIONS TO ASSIST ON RE-TENDERING OF GOODS AND/OR SERVICES

- 4.1 On reasonable notice at any point during the Call Off Contract Period, the Supplier shall provide to the Customer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by the Customer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence:
 - 4.1.1 details of the Service(s);
 - 4.1.2 a copy of the Registers, updated by the Supplier up to the date of delivery of such Registers;
 - 4.1.3 an inventory of Customer Data in the Supplier's possession or control;
 - 4.1.4 details of any key terms of any third party contracts and licences, particularly as regards charges, termination, assignment and novation;

- 4.1.5 a list of on-going and/or threatened disputes in relation to the provision of the Goods and/or Services;
- 4.1.6 all information relating to Transferring Supplier Employees required to be provided by the Supplier under this Call Off Contract; and
- 4.1.7 such other material and information as the Customer shall reasonably require,

(together, the “**Exit Information**”).

4.2 The Supplier acknowledges that the Customer may disclose the Supplier's Confidential Information to an actual or prospective Replacement Supplier or any third party whom the Customer is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the Customer may not under this paragraph 4.2 of this Call Off Schedule 9 disclose any Supplier's Confidential Information which is information relating to the Supplier's or its Sub-Contractors' prices or costs).

4.3 The Supplier shall:

- 4.3.1 notify the Customer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Goods and/or Services and shall consult with the Customer regarding such proposed material changes; and
- 4.3.2 provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within ten (10) Working Days of a request in writing from the Customer.

4.4 The Supplier may charge the Customer for its reasonable additional costs to the extent the Customer requests more than four (4) updates in any six (6) month period.

4.5 The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the Supplier shall be such as would be reasonably necessary to enable a third party to:

- 4.5.1 prepare an informed offer for those Goods and/or Services; and
- 4.5.2 not be disadvantaged in any subsequent procurement process compared to the Supplier (if the Supplier is invited to participate).

5. EXIT PLAN

5.1 The Supplier shall, within three (3) months after the Call Off Commencement Date, deliver to the Customer an Exit Plan which:

- 5.1.1 sets out the Supplier's proposed methodology for achieving an orderly transition of the Goods and/or Services from the Supplier to the Customer and/or its Replacement Supplier on the expiry or termination of this Call Off Contract;
- 5.1.2 complies with the requirements set out in paragraph 5.3 of this Call Off Schedule 9;
- 5.1.3 is otherwise reasonably satisfactory to the Customer.

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

- 5.3 Unless otherwise specified by the Customer or Approved, the Exit Plan shall set out, as a minimum:
- 5.3.1 how the Exit Information is obtained;
 - 5.3.2 the management structure to be employed during both transfer and cessation of the Goods and/or Services;
 - 5.3.3 the management structure to be employed during the Termination Assistance Period;
 - 5.3.4 a detailed description of both the transfer and cessation processes, including a timetable;
 - 5.3.5 how the Goods and/or Services will transfer to the Replacement Supplier and/or the Customer, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Customer's technology components from any technology components operated by the Supplier or its Sub-Contractors (where applicable);
 - 5.3.6 details of contracts (if any) which will be available for transfer to the Customer and/or the Replacement Supplier upon the Call Off Expiry Date together with any reasonable costs required to effect such transfer (and the Supplier agrees that all assets and contracts used by the Supplier in connection with the provision of the Goods and/or Services will be available for such transfer);
 - 5.3.7 proposals for the training of key members of the Replacement Supplier's personnel in connection with the continuation of the provision of the Goods and/or Services following the Call Off Expiry Date charged at rates agreed between the Parties at that time;
 - 5.3.8 proposals for providing the Customer or a Replacement Supplier copies of all documentation:
 - (a) used in the provision of the Goods and/or Services and necessarily required for the continued use thereof, in which the Intellectual Property Rights are owned by the Supplier; and
 - (b) relating to the use and operation of the Goods and/or Services;
 - 5.3.9 proposals for the assignment or novation of the provision of all services, leases, maintenance agreements and support agreements utilised by the Supplier in connection with the performance of the supply of the Goods and/or Services;
 - 5.3.10 proposals for the identification and return of all Customer Property in the possession of and/or control of the Supplier or any third party (including any Sub-Contractor);
 - 5.3.11 proposals for the disposal of any redundant Goods and/or Services and materials;
 - 5.3.12 procedures to deal with requests made by the Customer and/or a Replacement Supplier for Staffing Information pursuant to Call Off Schedule 10 (Staff Transfer);
 - 5.3.13 how each of the issues set out in this Call Off Schedule 9 will be addressed to facilitate the transition of the Goods and/or Services from the Supplier to the Replacement Supplier and/or the Customer with the aim of ensuring

that there is no disruption to or degradation of the Goods and/or Services during the Termination Assistance Period; and

- 5.3.14 proposals for the supply of any other information or assistance reasonably required by the Customer or a Replacement Supplier in order to effect an orderly handover of the provision of the Goods and/or Services.

6. TERMINATION ASSISTANCE

- 6.1 The Customer shall be entitled to require the provision of Termination Assistance at any time during the Call Off Contract Period by giving written notice to the Supplier (a **"Termination Assistance Notice"**) at least four (4) months prior to the Call Off 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:

- 6.1.1 the date from which Termination Assistance is required;
- 6.1.2 the nature of the Termination Assistance required; and
- 6.1.3 the period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) months after the date that the Supplier ceases to provide the Goods and/or Services.

- 6.2 The Customer shall have an option to extend the Termination Assistance Period beyond the period specified in the Termination Assistance Notice provided that such extension shall not extend for more than six (6) months after the date the Supplier ceases to provide the Goods and/or Services or, if applicable, beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier to such effect no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Customer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier to such effect.

7. TERMINATION ASSISTANCE PERIOD

- 7.1 Throughout the Termination Assistance Period, or such shorter period as the Customer may require, the Supplier shall:
 - 7.1.1 continue to provide the Goods and/or Services (as applicable) and, if required by the Customer pursuant to paragraph 6.1 of this Call Off Schedule 9, provide the Termination Assistance;
 - 7.1.2 in addition to providing the Goods and/or Services and the Termination Assistance, provide to the Customer any reasonable assistance requested by the Customer to allow the Goods and/or Services to continue without interruption following the termination or expiry of this Call Off Contract and to facilitate the orderly transfer of responsibility for and conduct of the Goods and/or Services to the Customer and/or its Replacement Supplier;
 - 7.1.3 use all reasonable endeavours to reallocate resources to provide such assistance as is referred to in paragraph 7.1.2 of this Call Off Schedule 9 without additional costs to the Customer;
 - 7.1.4 provide the Goods and/or Services and the Termination Assistance at no detriment to the Service Level Performance Measures, save to the extent that the Parties agree otherwise in accordance with paragraph 7.3; and

- 7.1.5 at the Customer's request and on reasonable notice, deliver up-to-date Registers to the Customer.
- 7.2 Without prejudice to the Supplier's obligations under paragraph 7.1.3 of this Call Off Schedule 9, if it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in paragraph 7.1.2 of this Call Off Schedule 9 without additional costs to the Customer, any additional costs incurred by the Supplier in providing such reasonable assistance which is not already in the scope of the Termination Assistance or the Exit Plan shall be subject to the Variation Procedure.
- 7.3 If the Supplier demonstrates to the Customer's reasonable satisfaction that transition of the Goods and/or Services and provision of the Termination Assist during the Termination Assistance Period will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Level Performance Measure(s), the Parties shall vary the relevant Service Level Performance Measure(s) and/or the applicable Service Credits to take account of such adverse effect.

8. TERMINATION OBLIGATIONS

- 8.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 8.2 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Goods and/or Services and the Termination Assistance and its compliance with the other provisions of this Call Off Schedule 9), the Supplier shall:
- 8.2.1 cease to use the Customer Data;
 - 8.2.2 provide the Customer and/or the Replacement Supplier with a complete and uncorrupted version of the Customer Data in electronic form (or such other format as reasonably required by the Customer);
 - 8.2.3 erase from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Termination Assistance Period all Customer Data and promptly certify to the Customer that it has completed such deletion;
 - 8.2.4 return to the Customer such of the following as is in the Supplier's possession or control:
 - (a) all copies of the Customer Software and any other software licensed by the Customer to the Supplier under this Call Off Contract;
 - (b) all materials created by the Supplier under this Call Off Contract in which the IPRs are owned by the Customer;
 - (c) any parts of the ICT Environment and any other equipment which belongs to the Customer;
 - (d) any items that have been on-charged to the Customer, such as consumables; and
 - (e) all Customer Property issued to the Supplier under Clause 31 of this Call Off Contract (Customer Property). Such Customer Property shall be handed back to the Customer in good working order (allowance shall be made only for reasonable wear and tear);

- (f) any sums prepaid by the Customer in respect of Goods and/or Services not Delivered by the Call Off Expiry Date;
- 8.2.5 vacate any Customer Premises;
- 8.2.6 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Goods and/or Services 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 and/or any Supplier Personnel;
- 8.2.7 provide access during normal working hours to the Customer and/or the Replacement Supplier for up to twelve (12) months after expiry or termination to:
 - (a) such information relating to the Goods and/or Services as remains in the possession or control of the Supplier; and
 - (b) such members of the Supplier Personnel as have been involved in the design, development and provision of the Goods and/or Services and who are still employed by the Supplier, provided that the Customer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to requests for access under this paragraph.
- 8.3 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Goods and/or Services and the Termination Assistance and its compliance with the other provisions of this Call Off Schedule 9), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Goods and/or Services or termination services or for statutory compliance purposes.
- 8.4 Except where this Call Off Contract provides otherwise, all licences, leases and authorisations granted by the Customer to the Supplier in relation to the Goods and/or Services shall be terminated with effect from the end of the Termination Assistance Period.

9. ASSETS, SUB-CONTRACTS AND SOFTWARE

- 9.1 Following notice of termination of this Call Off Contract and during the Termination Assistance Period, the Supplier shall not, without the Customer's prior written consent:
 - 9.1.1 terminate, enter into or vary any Sub-Contract;
 - 9.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets; or
 - 9.1.3 terminate, enter into or vary any licence for software in connection with the provision of Goods and/or Services.

9.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier pursuant to paragraph 7.1.5 of this Call Off Schedule 9, the Customer shall provide written notice to the Supplier setting out:

9.2.1 which, if any, of the Transferable Assets the Customer requires to be transferred to the Customer and/or the Replacement Supplier ("**Transferring Assets**");

9.2.2 which, if any, of:

(a) the Exclusive Assets that are not Transferable Assets; and

(b) the Non-Exclusive Assets,

the Customer and/or the Replacement Supplier requires the continued use of; and

9.2.3 which, if any, of Transferable Contracts the Customer requires to be assigned or novated to the Customer and/or the Replacement Supplier (the "**Transferring Contracts**"),

in order for the Customer and/or its Replacement Supplier to provide the Goods and/or Services from the expiry of the Termination Assistance Period. Where requested by the Customer and/or its Replacement Supplier, the Supplier shall provide all reasonable assistance to the Customer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts the Customer and/or its Replacement Supplier requires to provide the Goods and/or Services or the Replacement Goods and/or Replacement Services.

9.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Customer and/or its nominated Replacement Supplier for a consideration equal to their Net Book Value, except where the cost of the Transferring Asset has been partially or fully paid for through the Call Off Contract Charges at the Call Off expiry Date, in which case the Customer shall pay the Supplier the Net Book Value of the Transferring Asset less the amount already paid through the Call Off Contract Charges.

9.4 Risk in the Transferring Assets shall pass to the Customer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title to the Transferring Assets shall pass to the Customer or the Replacement Supplier (as appropriate) on payment for the same.

9.5 Where the Supplier is notified in accordance with paragraph 9.2.2 of this Call Off Schedule 9 that the Customer 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:

9.5.1 procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the Customer) for the Customer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

9.5.2 procure a suitable alternative to such assets and the Customer or the Replacement Supplier shall bear the reasonable proven costs of procuring the same.

9.6 The Supplier shall as soon as reasonably practicable assign or procure the novation to the Customer and/or the Replacement Supplier of the Transferring Contracts. The Supplier shall execute such documents and provide such other assistance as the Customer reasonably requires to effect this novation or assignment.

9.7 The Customer shall:

- 9.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
- 9.7.2 once a Transferring Contract is novated or assigned to the Customer and/or the Replacement Supplier, carry out, perform and 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.

9.8 The Supplier shall hold any Transferring Contracts on trust for the Customer until such time as the transfer of the relevant Transferring Contract to the Customer and/or the Replacement Supplier has been effected.

9.9 The Supplier shall indemnify the Customer (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 Customer (and/or Replacement Supplier) pursuant to paragraph 9.6 of this Call Off Schedule 9 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract.

10. SUPPLIER PERSONNEL

10.1 The Customer and Supplier agree and acknowledge that in the event of the Supplier ceasing to provide the Goods and/or Services or part of them for any reason, Call Off Schedule 10 (Staff Transfer) shall apply.

10.2 The Supplier shall not take any step (expressly or implicitly and directly or indirectly by itself or through any other person) to dissuade or discourage any employees engaged in the provision of the Goods and/or Services from transferring their employment to the Customer and/or the Replacement Supplier.

10.3 During the Termination Assistance Period, the Supplier shall give the Customer and/or the Replacement Supplier reasonable access to the Supplier's personnel to present the case for transferring their employment to the Customer and/or the Replacement Supplier.

10.4 The Supplier shall immediately notify the Customer or, at the direction of the Customer, the Replacement Supplier of any period of notice given by the Supplier or received from any person referred to in the Staffing Information, regardless of when such notice takes effect.

10.5 The Supplier shall not for a period of twelve (12) months from the date of transfer re-employ or re-engage or entice any employees, suppliers or Sub-Contractors whose employment or engagement is transferred to the Customer and/or the Replacement Supplier, unless approval has been obtained from the Customer which shall not be unreasonably withheld.

11. CHARGES

11.1 Except as otherwise expressly specified in this Call Off Contract, the Supplier shall not make any charges for the services provided by the Supplier pursuant to, and the Customer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with, this Call Off Schedule 9 including the preparation and implementation of the Exit Plan, the Termination Assistance and any activities mutually agreed between the Parties to carry on after the expiry of the Termination Assistance Period.

12. APPORTIONMENTS

12.1 All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Customer and the Supplier and/or the Replacement Supplier and the Supplier (as applicable) as follows:

12.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

12.1.2 the Customer shall be responsible for (or shall procure that the Replacement Supplier 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

12.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

12.2 Each Party shall pay (and/or the Customer shall procure that the Replacement Supplier shall pay) any monies due under paragraph 12.1 of this Call Off Schedule 9 as soon as reasonably practicable.

CALL OFF SCHEDULE 10: STAFF TRANSFER

1. DEFINITIONS

In this Call Off Schedule 10, the following definitions shall apply:

“Admission Agreement”	The agreement to be entered into by which the supplier agrees to participate in the Schemes as amended from time to time;
“Eligible Employee”	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the Admission Agreement;
“Employee Liabilities”	<p>all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:</p> <ul style="list-style-type: none">(a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;(b) unfair, wrongful or constructive dismissal compensation;(c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;(d) compensation for less favourable treatment of part-time workers or fixed term employees;(e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;(f) employment claims whether in tort, contract or statute or otherwise; <p>any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;</p>
“Fair Deal Employees”	those Transferring Customer Employees who are on the Relevant Transfer Date entitled to the protection of New Fair Deal and any Transferring Former Supplier Employees who

	originally transferred pursuant to a Relevant Transfer under the Employment Regulations (or the predecessor legislation to the Employment Regulations), from employment with a public sector employer and who were once eligible to participate in the Schemes and who at the Relevant Transfer Date become entitled to the protection of New Fair Deal;
"Former Supplier"	a supplier supplying services to the Customer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);
"New Fair Deal"	the revised Fair Deal position set out in the HM Treasury guidance: <i>"Fair Deal for staff pensions: staff transfer from central government"</i> issued in October 2013;
"Notified Sub-Contractor"	a Sub-Contractor identified in the Annex to this Call Off Schedule 10 to whom Transferring Customer Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
"Replacement Sub-Contractor"	a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
"Schemes"	the Principal Civil Service Pension Scheme available to employees of the civil service and employees of bodies under the Superannuation Act 1972, as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Scheme and (ii) Death Benefits Scheme; the Civil Service Additional Voluntary Contribution Scheme; and the 2015 New Scheme (with effect from a date to be notified to the Supplier by the Minister for the Cabinet Office);
"Service Transfer"	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-Contractor to a Replacement Supplier or a Replacement Sub-Contractor;
"Service Transfer Date"	the date of a Service Transfer;
"Staffing Information"	in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Customer may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement and gender;
- (b) details of whether they are employed, self employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other “employee liability information” as such term is defined in regulation 11 of the Employment Regulations;

“Supplier's Final Supplier Personnel List”

a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Relevant Transfer Date;

“Supplier's Provisional Supplier Personnel List”

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

“Transferring Customer Employees”

those employees of the Customer to whom the Employment Regulations will apply on the Relevant Transfer Date;

“Transferring Former Supplier Employees”	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date; and
“Transferring Supplier Employees”	those employees of the Supplier and/or the Supplier’s Sub-Contractors to whom the Employment Regulations will apply on the Service Transfer Date.

2. INTERPRETATION

Where a provision in this Call Off Schedule 10 imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-Contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Customer, Former Supplier, Replacement Supplier or Replacement Sub-Contractor, as the case may be.

PART A

TRANSFERRING CUSTOMER EMPLOYEES AT COMMENCEMENT OF SERVICES

1. RELEVANT TRANSFERS

1.1 The Customer and the Supplier agree that:

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

1.2 The Customer shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Customer Employees in respect of the period arising up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period up to (but not including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Customer; and (ii) the Supplier and/or any Notified Sub-Contractor (as appropriate).

2. CUSTOMER INDEMNITIES

2.1 Subject to Paragraph 2.2, the Customer shall indemnify the Supplier and any Notified Sub-Contractor against any Employee Liabilities in respect of any Transferring Customer Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

- 2.1.1 any act or omission by the Customer occurring before the Relevant Transfer Date;
- 2.1.2 the breach or non-observance by the Customer before the Relevant Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Customer Employees; and/or
 - (b) any custom or practice in respect of any Transferring Customer Employees which the Customer is contractually bound to honour;
- 2.1.3 any claim by any trade union or other body or person representing the Transferring Customer Employees arising from or connected with any failure by the Customer to comply with any legal obligation to such trade union, body or person arising before the Relevant Transfer Date;

- 2.1.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Customer Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Customer Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Customer to the Supplier and/or any Notified Sub-Contractor as appropriate, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date.
 - 2.1.5 a failure of the Customer to discharge, or procure the discharge of, all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Customer Employees arising before the Relevant Transfer Date;
 - 2.1.6 any claim made by or in respect of any person employed or formerly employed by the Customer other than a Transferring Customer Employee for whom it is alleged the Supplier and/or any Notified Sub-Contractor as appropriate may be liable by virtue of the Employment Regulations and/or the Acquired Rights Directive; and
 - 2.1.7 any claim made by or in respect of a Transferring Customer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Customer Employee relating to any act or omission of the Customer in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Sub-Contractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-Contractor (whether or not a Notified Sub-Contractor) whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities:
- 2.2.1 arising out of the resignation of any Transferring Customer Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier and/or any Sub-Contractor to occur in the period from (and including) the Relevant Transfer Date; or
 - 2.2.2 arising from the failure by the Supplier or any Sub-Contractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by the Customer as a Transferring Customer Employee claims, or it is determined in relation to any person who is not identified by the Customer as a Transferring Customer Employee, that his/her contract of employment has been transferred from the Customer to the Supplier and/or any Notified Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

- 2.3.1 the Supplier shall, or shall procure that the Notified Sub-Contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Customer; and
- 2.3.2 the Customer may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of receipt of the notification by the Supplier and/or any Notified Sub-Contractor, or take such other reasonable steps as the Customer considers appropriate to deal with the matter provided always that such steps are in compliance with Law.
- 2.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Customer, the Supplier shall, or shall procure that the Notified Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.
- 2.5 If by the end of the 15 Working Day period specified in Paragraph 2.3.2:
 - 2.5.1 no such offer of employment has been made;
 - 2.5.2 such offer has been made but not accepted; or
 - 2.5.3 the situation has not otherwise been resolved,
 the Supplier and/or any Notified Sub-Contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 2.6 Subject to the Supplier and/or any Notified Sub-Contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in applicable Law, the Customer shall indemnify the Supplier and/or any Notified Sub-Contractor (as appropriate) against all Employee Liabilities arising out of the termination pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or procures that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.7 The indemnity in Paragraph 2.6:
 - 2.7.1 shall not apply to:
 - (a) any claim for:
 - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
 in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or
 - (b) any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-Contractor neglected to follow a fair dismissal procedure; and
 - 2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Notified Sub-Contractor (as appropriate) to the Customer within 6 months of the Call Off Commencement Date.
- 2.8 If any such person as is referred to in Paragraph 2.3 is neither re-employed by the Customer nor dismissed by the Supplier and/or any Notified Sub-Contractor within

the time scales set out in Paragraph 2.5 such person shall be treated as having transferred to the Supplier and/or any Notified Sub-Contractor and the Supplier shall, or shall procure that the Notified Sub-Contractor shall, comply with such obligations as may be imposed upon it under applicable Law.

3. SUPPLIER INDEMNITIES AND OBLIGATIONS

3.1 Subject to Paragraph 3.2 the Supplier shall indemnify the Customer against any Employee Liabilities in respect of any Transferring Customer Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

- 3.1.1 any act or omission by the Supplier or any Sub-Contractor whether occurring before, on or after the Relevant Transfer Date;
- 3.1.2 the breach or non-observance by the Supplier or any Sub-Contractor on or after the Relevant Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Customer Employees; and/or
 - (b) any custom or practice in respect of any Transferring Customer Employees which the Supplier or any Sub-Contractor is contractually bound to honour;
- 3.1.3 any claim by any trade union or other body or person representing any Transferring Customer Employees arising from or connected with any failure by the Supplier or any Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- 3.1.4 any proposal by the Supplier or a Sub-Contractor made before the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Customer Employees to their material detriment on or after their transfer to the Supplier or the relevant Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Customer Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 3.1.5 any statement communicated to or action undertaken by the Supplier or any Sub-Contractor to, or in respect of, any Transferring Customer Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Customer in writing;
- 3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Customer Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and

- (b) in relation to any employee who is not a Transferring Customer Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Customer to the Supplier or a Sub-Contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
- 3.1.7 a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Customer Employees in respect of the period from (and including) the Relevant Transfer Date; and
- 3.1.8 any claim made by or in respect of a Transferring Customer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Customer Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to their obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Customer's failure to comply with its obligations under regulation 13 of the Employment Regulations.
- 3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Customer whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Customer's failure to comply with its obligations under the Employment Regulations.
- 3.3 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations (including its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of the Transferring Customer Employees, from (and including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period from and including the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Customer and the Supplier.

4. INFORMATION

The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to the Customer in writing such information as is necessary to enable the Customer to carry out its duties under regulation 13 of the Employment Regulations. The Customer shall promptly provide to the Supplier and each Notified Sub-Contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

- 5.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier

undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.

5.2 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with any requirement notified to it by the Customer relating to pensions in respect of any Transferring Customer Employee as set down in:

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

5.2.2 HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;

5.2.3 HM Treasury's guidance "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or

5.2.4 the New Fair Deal.

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

6. PENSIONS

The Supplier shall, and shall procure that each of its Sub-Contractors shall, comply with the pensions provisions in the following Annex.

ANNEX TO PART A: PENSIONS

1. PARTICIPATION

- 1.1 The Supplier undertakes to enter into the Admission Agreement.
- 1.2 The Supplier and the Customer:
 - 1.2.1 undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Supplier to participate in the Schemes in respect of the Fair Deal Employees;
 - 1.2.2 agree that the Customer is entitled to make arrangements with the body responsible for the Schemes for the Customer to be notified if the Supplier breaches the Admission Agreement;
 - 1.2.3 notwithstanding Paragraph 1.2.2 of this Annex, the Supplier shall notify the Customer in the event that it breaches the Admission Agreement; and
 - 1.2.4 agree that the Customer may terminate this Call Off Contract for material default in the event that the Supplier breaches the Admission Agreement.
- 1.3 The Supplier shall bear its own costs and all costs that the Customer reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the Supplier participating in the Schemes.

2. FUTURE SERVICE BENEFITS

- 2.1 The Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the Schemes that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of Schemes for service from (and including) the Relevant Transfer Date.
- 2.2 The Supplier undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to the Customer, provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's Department or any actuary nominated by the Customer in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Schemes at the relevant date.
- 2.3 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

3. FUNDING

- 3.1 The Supplier undertakes to pay to the Schemes all such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.
- 3.2 The Supplier shall indemnify and keep indemnified the Customer on demand against any claim by, payment to, or loss incurred by, the Schemes in respect of the failure to account to the Schemes for payments received and the non-payment or the late payment of any sum payable by the Supplier to or in respect of the Schemes.

4. PROVISION OF INFORMATION

The Supplier and the Customer respectively undertake to each other:

- 4.1 to provide all information which the other Party may reasonably request concerning matters referred to in this Annex and set out in the Admission Agreement, and to supply the information as expeditiously as possible; and
- 4.2 not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

5. INDEMNITY

The Supplier undertakes to the Customer to indemnify and keep indemnified the Customer on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which relate to the payment of benefits under an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

6. EMPLOYER OBLIGATION

The Supplier shall comply with the requirements of the Pensions Act 2008 and the Transfer of Employment (Pension Protection) Regulations 2005.

7. SUBSEQUENT TRANSFERS

The Supplier shall:

- 7.1 not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the date of the relevant future transfer;
- 7.2 provide all such co-operation and assistance as the Schemes and the Replacement Supplier and/or the Customer may reasonably require to enable the Replacement Supplier to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal; and
- 7.3 for the period either:
 - 7.3.1 after notice (for whatever reason) is given, in accordance with the other provisions of this Call Off Contract, to terminate the Agreement or any part of the Services; or
 - 7.3.2 after the date which is two (2) years prior to the date of expiry of this Call Off Contract,

ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Supplier or the Customer, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of the Customer (such approval not to be unreasonably withheld). Save that this sub-paragraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

PART B

TRANSFERRING FORMER SUPPLIER EMPLOYEES AT COMMENCEMENT OF SERVICES

1. RELEVANT TRANSFERS

1.1 The Customer and the Supplier agree that:

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

1.2 Subject to Paragraph 6, the Customer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and the Customer shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

2. FORMER SUPPLIER INDEMNITIES

2.1 Subject to Paragraphs 2.2 and 6, the Customer shall procure that each Former Supplier shall indemnify the Supplier and any Notified Sub-Contractor against any Employee Liabilities in respect of any Transferring Former Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

- 2.1.1** any act or omission by the Former Supplier arising before the Relevant Transfer Date;
- 2.1.2** the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Former Supplier Employees; and/or
 - (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;
- 2.1.3** any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions;

- (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier and/or any Notified Sub-Contractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;
- 2.1.4 a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;
- 2.1.5 any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Notified Sub-Contractor as appropriate may be liable by virtue of this Call Off Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
- 2.1.6 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Sub-Contractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-Contractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:
 - 2.2.1 arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Sub-Contractor to occur in the period from (and including) the Relevant Transfer Date; or
 - 2.2.2 arising from the failure by the Supplier and/or any Sub-Contractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by the Customer as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Customer as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

- 2.3.1 the Supplier shall, or shall procure that the Notified Sub-Contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Customer and, where required by the Customer, to the Former Supplier; and
- 2.3.2 the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier and/or the Notified Sub-Contractor or take such other reasonable steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 2.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or the Customer, the Supplier shall, or shall procure that the Notified Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.
- 2.5 If by the end of the 15 Working Day period specified in Paragraph 2.3.2:
 - 2.5.1 no such offer of employment has been made;
 - 2.5.2 such offer has been made but not accepted; or
 - 2.5.3 the situation has not otherwise been resolved,
 the Supplier and/or any Notified Sub-Contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 2.6 Subject to the Supplier and/or any Notified Sub-Contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law, the Customer shall procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-Contractor (as appropriate) against all Employee Liabilities arising out of the termination pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or shall procure that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.7 The indemnity in Paragraph 2.6:
 - 2.7.1 shall not apply to:
 - (a) any claim for:
 - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
 in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or
 - (b) any claim that the termination of employment was unfair because the Supplier and/or Notified SubContractor neglected to follow a fair dismissal procedure; and
 - 2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Notified Sub-Contractor (as appropriate) to the Customer and, if applicable, the Former Supplier, within 6 months of the Call Off Commencement Date.

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

3. SUPPLIER INDEMNITIES AND OBLIGATIONS

- 3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Customer and/or the Former Supplier against any Employee Liabilities in respect of any Transferring Former Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:
- 3.1.1 any act or omission by the Supplier or any Sub-Contractor whether occurring before, on or after the Relevant Transfer Date;
 - 3.1.2 the breach or non-observance by the Supplier or any Sub-Contractor on or after the Relevant Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Former Supplier Employee; and/or
 - (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Sub-Contractor is contractually bound to honour;
 - 3.1.3 any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or a Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
 - 3.1.4 any proposal by the Supplier or a Sub-Contractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
 - 3.1.5 any statement communicated to or action undertaken by the Supplier or a Sub-Contractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Customer and/or the Former Supplier in writing;
 - 3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or

other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and

(b) in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier or a Sub-Contractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;

3.1.7 a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date; and

3.1.8 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13 of the Employment Regulations.

3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.

3.3 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.

4. INFORMATION

The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to the Customer and/or at the Customer's direction, the Former Supplier, in writing such information as is necessary to enable the Customer and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. Subject to Paragraph 6, the Customer shall procure that the Former Supplier shall promptly provide to the Supplier and each Notified Sub-Contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

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

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

5.1.2 HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;

5.1.3 HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or

5.1.4 the New Fair Deal.

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

6. PROCUREMENT OBLIGATIONS

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

7. PENSIONS

The Supplier shall, and shall procure that each Sub-Contractor shall, comply with the pensions provisions in the following Annex in respect of any Transferring Former Supplier Employees who transfer from the Former Supplier to the Supplier.

ANNEX TO PART B: PENSIONS

1. PARTICIPATION

- 1.1 The Supplier undertakes to enter into the Admission Agreement.
- 1.2 The Supplier and the Customer:
 - 1.2.1 undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Supplier to participate in the Schemes in respect of the Fair Deal Employees;
 - 1.2.2 agree that the Customer is entitled to make arrangements with the body responsible for the Schemes for the Customer to be notified if the Supplier breaches the Admission Agreement;
 - 1.2.3 notwithstanding Paragraph 1.2.2 of this Annex, the Supplier shall notify the Customer in the event that it breaches the Admission Agreement; and
 - 1.2.4 agree that the Customer may terminate this Call Off Contract for material default in the event that the Supplier breaches the Admission Agreement.
- 1.3 The Supplier shall bear its own costs and all costs that the Customer reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the Supplier participating in the Schemes.

2. FUTURE SERVICE BENEFITS

- 2.1 If the Supplier is rejoining the Schemes for the first time, the Supplier shall procure that the Fair Deal Employees shall be either admitted to or offered continued membership of the relevant section of the Schemes that they became eligible to join on the Relevant Transfer Date and shall continue to accrue or accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.
- 2.2 If staff have already been readmitted to the Schemes, the Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the Schemes that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.
- 2.3 The Supplier undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to the Customer, provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's Department or any actuary nominated by the Customer in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Schemes at the relevant date.
- 2.4 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

3. FUNDING

- 3.1 The Supplier undertakes to pay to the Schemes all such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.
- 3.2 The Supplier shall indemnify and keep indemnified the Customer on demand against any claim by, payment to, or loss incurred by the Schemes in respect of the failure to account to the Schemes for payments received and the non-payment or the late payment of any sum payable by the Supplier to or in respect of the Schemes.

4. PROVISION OF INFORMATION

The Supplier and the Customer respectively undertake to each other:

- 4.1 to provide all information which the other Party may reasonably request concerning matters (i) referred to in this Annex and (ii) set out in the Admission Agreement, and to supply the information as expeditiously as possible; and
- 4.2 not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

5. INDEMNITY

The Supplier undertakes to the Customer to indemnify and keep indemnified the Customer on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which relate to the payment of benefits under an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

6. EMPLOYER OBLIGATION

The Supplier shall comply with the requirements of the Pensions Act 2008 and the Transfer of Employment (Pension Protection) Regulations 2005.

7. SUBSEQUENT TRANSFERS

The Supplier shall:

- 7.1 not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the date of the relevant future transfer;
- 7.2 provide all such co-operation and assistance as the Schemes and the Replacement Supplier and/or the Customer may reasonably require to enable the Replacement Supplier to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under the New Fair Deal; and
- 7.3 for the period either
- 7.3.1 after notice (for whatever reason) is given, in accordance with the other provisions of this Call Off Contract, to terminate the Agreement or any part of the Services; or
 - 7.3.2 after the date which is two (2) years prior to the date of expiry of this Call Off Contract,

ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Supplier or the Customer, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of the Customer (such approval not to be unreasonably withheld). Save that this sub-paragraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

PART C

NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF SERVICES

1. PROCEDURE IN THE EVENT OF TRANSFER

- 1.1 The Customer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Customer and/or any Former Supplier.
- 1.2 If any employee of the Customer and/or a Former Supplier claims, or it is determined in relation to any employee of the Customer and/or a Former Supplier, that his/her contract of employment has been transferred from the Customer and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
 - 1.2.1 the Supplier shall, and shall procure that the relevant Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Customer and, where required by the Customer, give notice to the Former Supplier; and
 - 1.2.2 the Customer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within fifteen (15) Working Days of the notification by the Supplier or the Sub-Contractor (as appropriate) or take such other reasonable steps as the Customer or Former Supplier (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Customer and/or the Former Supplier), the Supplier shall, or shall procure that the Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the fifteen (15) Working Day period specified in Paragraph 1.2.2:
 - 1.4.1 no such offer of employment has been made;
 - 1.4.2 such offer has been made but not accepted; or
 - 1.4.3 the situation has not otherwise been resolved,the Supplier and/or the Sub-Contractor may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

2. INDEMNITIES

- 2.1 Subject to the Supplier and/or the relevant Sub-Contractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 2.4, the Customer shall:
 - 2.1.1 indemnify the Supplier and/or the relevant Sub-Contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Customer referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities; and

- 2.1.2 subject to paragraph 3, procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-Contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.2 If any such person as is described in Paragraph 1.2 is neither re employed by the Customer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Sub-Contractor within the fifteen (15) Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Sub-Contractor (as appropriate) and the Supplier shall, or shall procure that the Sub-Contractor shall, comply with such obligations as may be imposed upon it under Law.
- 2.3 Where any person remains employed by the Supplier and/or any Sub-Contractor pursuant to Paragraph 2.2, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall indemnify the Customer and any Former Supplier, and shall procure that the Sub-Contractor shall indemnify the Customer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-Contractor.
- 2.4 The indemnities in Paragraph 2.1:
- 2.4.1 shall not apply to:
- (a) any claim for:
- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or
- (b) any claim that the termination of employment was unfair because the Supplier and/or any Sub-Contractor neglected to follow a fair dismissal procedure; and
- 2.4.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Sub-Contractor to the Customer and, if applicable, Former Supplier within 6 months of the Call Off Commencement Date.

3. PROCUREMENT OBLIGATIONS

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

PART D

EMPLOYMENT EXIT PROVISIONS

1. PRE-SERVICE TRANSFER OBLIGATIONS

- 1.1 The Supplier agrees that within twenty (20) Working Days of the earliest of:
- 1.1.1 receipt of a notification from the Customer of a Service Transfer or intended Service Transfer;
 - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of this Call Off Contract;
 - 1.1.3 the date which is twelve (12) months before the end of the Term; and
 - 1.1.4 receipt of a written request of the Customer at any time (provided that the Customer shall only be entitled to make one such request in any six (6) month period),
- it shall provide in a suitably anonymised format so as to comply with the DPA, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Customer.
- 1.2 At least thirty (30) Working Days prior to the Service Transfer Date, the Supplier shall provide to the Customer or at the direction of the Customer to any Replacement Supplier and/or any Replacement Sub-Contractor:
- 1.2.1 the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and
 - 1.2.2 the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 The Customer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-Contractor.
- 1.4 The Supplier warrants, for the benefit of the Customer, any Replacement Supplier, and any Replacement Sub-Contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1, the Supplier agrees, that it shall not, and agrees to procure that each Sub-Contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Customer (not to be unreasonably withheld or delayed):
- 1.5.1 replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;
 - 1.5.2 make, promise, propose or permit any material changes to the terms and conditions of employment of the Supplier Personnel (including any payments connected with the termination of employment);

- 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
 - 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
 - 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or
 - 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process,
- and shall promptly notify, and procure that each Sub-Contractor shall promptly notify, the Customer or, at the direction of the Customer, any Replacement Supplier and any Replacement Sub-Contractor of any notice to terminate employment given by the Supplier or relevant Sub-Contractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.
- 1.6 During the Term, the Supplier shall provide, and shall procure that each Sub-Contractor shall provide, to the Customer any information the Customer may reasonably require relating to the manner in which the Services are organised, which shall include:
- 1.6.1 the numbers of employees engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each employee engaged in providing the Services; and
 - 1.6.3 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide, and shall procure that each Sub-Contractor shall provide, all reasonable cooperation and assistance to the Customer, any Replacement Supplier and/or any Replacement Sub-Contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within five (5) Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Sub-Contractor shall provide, to the Customer or, at the direction of the Customer, to any Replacement Supplier and/or any Replacement Sub-Contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
- 1.7.1 the most recent month's copy pay slip data;
 - 1.7.2 details of cumulative pay for tax and pension purposes;
 - 1.7.3 details of cumulative tax paid;
 - 1.7.4 tax code;
 - 1.7.5 details of any voluntary deductions from pay; and
 - 1.7.6 bank/building society account details for payroll purposes.

2. EMPLOYMENT REGULATIONS EXIT PROVISIONS

- 2.1 The Customer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Call Off Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Sub-Contractor. Such change in the identity of the Supplier of such Services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Customer and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-Contractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (but not including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Sub-Contractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Sub-Contractor.
- 2.3 Subject to Paragraph 2.4, where a Relevant Transfer occurs the Supplier shall indemnify the Customer and/or the Replacement Supplier and/or any Replacement Sub-Contractor against any Employee Liabilities in respect of any Transferring Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:
- 2.3.1 any act or omission of the Supplier or any Sub-Contractor whether occurring before, on or after the Service Transfer Date;
 - 2.3.2 the breach or non-observance by the Supplier or any Sub-Contractor occurring on or before the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Sub-Contractor is contractually bound to honour;
 - 2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;

- 2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Customer and/or Replacement Supplier and/or any Replacement Sub-Contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
- 2.3.5 a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
- 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Sub-Contractor other than a Transferring Supplier Employee for whom it is alleged the Customer and/or the Replacement Supplier and/or any Replacement Sub-Contractor may be liable by virtue of this Call Off Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
- 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Customer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-Contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:
- 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Sub-Contractor to occur in the period on or after the Service Transfer Date; or
 - 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Sub-Contractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5 If any person who is not a Transferring Supplier Employee claims, or it is determined in relation to any person who is not a Transferring Supplier Employee,

that his/her contract of employment has been transferred from the Supplier or any Sub-Contractor to the Replacement Supplier and/or Replacement Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:

- 2.5.1 the Customer shall procure that the Replacement Supplier shall, or any Replacement Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Supplier; and
 - 2.5.2 the Supplier may offer (or may procure that a Sub-Contractor may offer) employment to such person within fifteen (15) Working Days of the notification by the Replacement Supplier and/or any and/or Replacement Sub-Contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.
- 2.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-Contractor, the Customer shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-Contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.
- 2.7 If after the fifteen (15) Working Day period specified in Paragraph 2.5.2 has elapsed:
- 2.7.1 no such offer of employment has been made;
 - 2.7.2 such offer has been made but not accepted; or
 - 2.7.3 the situation has not otherwise been resolved
- the Customer shall advise the Replacement Supplier and/or Replacement Sub-Contractor, as appropriate that it may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.
- 2.8 Subject to the Replacement Supplier and/or Replacement Sub-Contractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Replacement Supplier and/or Replacement Sub-Contractor against all Employee Liabilities arising out of the termination pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.9 The indemnity in Paragraph 2.8:
- 2.9.1 shall not apply to:
 - (a) any claim for:
 - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,in any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Sub-Contractor; or
 - (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-

Contractor neglected to follow a fair dismissal procedure;
and

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

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Sub-Contractor nor dismissed by the Replacement Supplier and/or Replacement Sub-Contractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee and the Replacement Supplier and/or Replacement Sub-Contractor shall comply with such obligations as may be imposed upon it under applicable Law.

2.11 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of the Transferring Supplier Employees before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

2.11.1 the Supplier and/or any Sub-Contractor; and

2.11.2 the Replacement Supplier and/or the Replacement Sub-Contractor.

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

2.13 Subject to Paragraph 2.14, where a Relevant Transfer occurs the Customer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors against any Employee Liabilities in respect of each Transferring Supplier Employee (or, where applicable any employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee) arising from or as a result of:

2.13.1 any act or omission of the Replacement Supplier and/or Replacement Sub-Contractor;

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

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

(b) any custom or practice in respect of any Transferring Supplier Employees which the Replacement Supplier and/or Replacement Sub-Contractor is contractually bound to honour;

- 2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Replacement Supplier and/or Replacement Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
 - 2.13.4 any proposal by the Replacement Supplier and/or Replacement Sub-Contractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees on or after their transfer to the Replacement Supplier or Replacement Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
 - 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Sub-Contractor to, or in respect of, any Transferring Supplier Employee on or before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
 - 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Sub-Contractor, to the Replacement Supplier or Replacement Sub-Contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
 - 2.13.7 a failure of the Replacement Supplier or Replacement Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period from (and including) the Service Transfer Date; and
 - 2.13.8 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Sub-Contractor in relation to obligations under regulation 13 of the Employment Regulations.
- 2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-Contractor (as applicable) whether occurring or having its origin before, on or after the Relevant Transfer Date, including any Employee Liabilities arising from the

failure by the Supplier and/or any Sub-Contractor (as applicable) to comply with its obligations under the Employment Regulations.

ANNEX TO SCHEDULE 10: LIST OF NOTIFIED SUB-CONTRACTORS

CALL OFF SCHEDULE 11: DISPUTE RESOLUTION PROCEDURE

1. DEFINITIONS

1.1 In this Call Off Schedule 11, the following definitions shall apply:

"CEDR"	the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
"Counter Notice"	has the meaning given to it in paragraph 6.2 of this Call Off Schedule 11;
"Exception"	a deviation of project tolerances in accordance with PRINCE2 methodology in respect of this Call Off Contract or in the supply of the Goods and/or Services;
"Expert"	the person appointed by the Parties in accordance with paragraph 5.2 of this Call Off Schedule 11; and
"Mediation Notice"	has the meaning given to it in paragraph 3.2 of this Call Off Schedule 11;
"Mediator"	the independent third party appointed in accordance with paragraph 4.2 of this Call Off Schedule 11.

2. INTRODUCTION

2.1 If a Dispute arises then:

- 2.1.1 the representative of the Customer and the Supplier Representative shall attempt in good faith to resolve the Dispute; and
- 2.1.2 if such attempts are not successful within a reasonable time either Party may give to the other a Dispute Notice.

2.2 The Dispute Notice shall set out:

- 2.2.1 the material particulars of the Dispute;
- 2.2.2 the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and
- 2.2.3 if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable as set out in paragraph 2.6 of this Call Off Schedule 11, the reason why.

2.3 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Call Off Contract regardless of the nature of the Dispute and notwithstanding the referral of the Dispute to the Dispute Resolution Procedure.

2.4 Subject to paragraph 3.2 of this Call Off Schedule 11, the Parties shall seek to resolve Disputes:

- 2.4.1 first by commercial negotiation (as prescribed in paragraph 3 of this Call Off Schedule 11);

- 2.4.2 then by mediation (as prescribed in paragraph 4 of this Call Off Schedule 11); and
- 2.4.3 lastly by recourse to arbitration (as prescribed in paragraph 6 of this Call Off Schedule 11) or litigation (in accordance with Clause 57 of this Call Off Contract (Governing Law and Jurisdiction)).
- 2.5 Specific issues shall be referred to Expert Determination (as prescribed in paragraph 5 of this Call Off Schedule 11) where specified under the provisions of this Call Off Contract and may also be referred to Expert Determination where otherwise appropriate as specified in paragraph 5 of this Call Off Schedule 11.
- 2.6 In exceptional circumstances where the use of the times in this Call Off Schedule 11 would be unreasonable, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use of the Expedited Dispute Timetable within five (5) Working Days of the issue of the Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the Customer.
- 2.7 If the use of the Expedited Dispute Timetable is determined in accordance with paragraph 2.5 or is otherwise specified under the provisions of this Call Off Contract, then the following periods of time shall apply in lieu of the time periods specified in the applicable paragraphs:
 - 2.7.1 in paragraph 3.2.3, ten (10) Working Days;
 - 2.7.2 in paragraph 4.2, ten (10) Working Days;
 - 2.7.3 in paragraph 5.2, five (5) Working Days; and
 - 2.7.4 in paragraph 6.2, ten (10) Working Days.
- 2.8 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the deadline. Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension.

3. COMMERCIAL NEGOTIATIONS

- 3.1 Following the service of a Dispute Notice, the Customer and the Supplier shall use reasonable endeavours to resolve the Dispute as soon as possible, by discussion between the Customer Representative and the Supplier Representative.
- 3.2 If:
 - 3.2.1 either Party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiations, will not result in an appropriate solution;
 - 3.2.2 the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiations in accordance with this paragraph 3 of this Call Off Schedule 11; or
 - 3.2.3 the Parties have not settled the Dispute in accordance with paragraph 3.1 of this Call Off Schedule 11 within thirty (30) Working Days of service of the Dispute Notice,

either Party may serve a written notice to proceed to mediation (a “**Mediation Notice**”) in accordance with paragraph 4 of this Call Off Schedule 11.

4. MEDIATION

- 4.1 If a Mediation Notice is served, the Parties shall attempt to resolve the dispute in accordance with CEDR's Model Mediation Agreement which shall be deemed to be incorporated by reference into this Call Off Contract.
- 4.2 If the Parties are unable to agree on the joint appointment of a Mediator within thirty (30) Working Days from service of the Mediation Notice then either Party may apply to CEDR to nominate the Mediator.
- 4.3 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if the Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.
- 4.4 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the Variation Procedure where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.

5. EXPERT DETERMINATION

- 5.1 If a Dispute relates to any aspect of the technology underlying the provision of the Goods and/or Services or otherwise relates to an ICT technical, a financial technical or other aspect of a technical nature (as the Parties may agree) and the Dispute has not been resolved by discussion or mediation, then either Party may request (which request will not be unreasonably withheld or delayed) by written notice to the other that the Dispute is referred to an Expert for determination.
- 5.2 The Expert shall be appointed by agreement in writing between the Parties, but in the event of a failure to agree within ten (10) Working Days, or if the person appointed is unable or unwilling to act, the Expert shall be appointed on the instructions of the President of the British Computer Society (or any other association that has replaced the British Computer Society).
- 5.3 The Expert shall act on the following basis:
 - 5.3.1 he/she shall act as an expert and not as an arbitrator and shall act fairly and impartially;
 - 5.3.2 the Expert's determination shall (in the absence of a material failure to follow the agreed procedures) be final and binding on the Parties;
 - 5.3.3 the Expert shall decide the procedure to be followed in the determination and shall be requested to make his/her determination within thirty (30) Working Days of his appointment or as soon as reasonably practicable thereafter and the Parties shall assist and provide the documentation that the Expert requires for the purpose of the determination;
 - 5.3.4 any amount payable by one Party to another as a result of the Expert's determination shall be due and payable within twenty (20) Working Days of the Expert's determination being notified to the Parties;
 - 5.3.5 the process shall be conducted in private and shall be confidential; and
 - 5.3.6 the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

6. ARBITRATION

- 6.1 The Customer may at any time before court proceedings are commenced refer the Dispute to arbitration in accordance with the provisions of paragraph 6.4 of this Call Off Schedule 11.
- 6.2 Before the Supplier commences court proceedings or arbitration, it shall serve written notice on the Customer of its intentions and the Customer shall have fifteen (15) Working Days following receipt of such notice to serve a reply (a “**Counter Notice**”) on the Supplier requiring the Dispute to be referred to and resolved by arbitration in accordance with paragraph 6.4 of this Call Off Schedule 11 or be subject to the jurisdiction of the courts in accordance with Clause 57 of this Call Off Contract (Governing Law and Jurisdiction). The Supplier shall not commence any court proceedings or arbitration until the expiry of such fifteen (15) Working Day period.
- 6.3 If:
- 6.3.1 the Counter Notice requires the Dispute to be referred to arbitration, the provisions of paragraph 6.4 of this Call Off Schedule 11 shall apply;
 - 6.3.2 the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts in accordance with Clause 61 of this Call Off Contract (Governing Law and Jurisdiction), the Dispute shall be so referred to the courts and the Supplier shall not commence arbitration proceedings;
 - 6.3.3 the Customer does not serve a Counter Notice within the fifteen (15) Working Days period referred to in paragraph 6.2 of this Call Off Schedule 11, the Supplier may either commence arbitration proceedings in accordance with paragraph 6.4 of this Call Off Schedule 11 or commence court proceedings in the courts in accordance with Clause 57 of this Call Off Contract (Governing Law and Jurisdiction) which shall (in those circumstances) have exclusive jurisdiction.
- 6.4 In the event that any arbitration proceedings are commenced pursuant to paragraphs 6.1 to 6.3 of this Call Off Schedule 11, the Parties hereby confirm that:
- 6.4.1 all disputes, issues or claims arising out of or in connection with this Call Off Contract (including as to its existence, validity or performance) shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration (“**LCIA**”) (subject to paragraphs 6.4.5 to 6.4.7 of this Call Off Schedule 11);
 - 6.4.2 the arbitration shall be administered by the LCIA;
 - 6.4.3 the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Call Off Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
 - 6.4.4 if the Parties fail to agree the appointment of the arbitrator within ten (10) days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
 - 6.4.5 the chair of the arbitral tribunal shall be British;
 - 6.4.6 the arbitration proceedings shall take place in London and in the English language; and

6.4.7 the seat of the arbitration shall be London.

7. URGENT RELIEF

7.1 Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:

7.1.1 for interim or interlocutory remedies in relation to this Call Off Contract or infringement by the other Party of that Party's Intellectual Property Rights; and/or

7.1.2 where compliance with paragraph 2.1 of this Call Off Schedule 11 and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

CALL OFF SCHEDULE 12: VARIATION FORM

No of Call Off Order Form being varied:

RM3781-.....

Variation Form No:

.....

BETWEEN:

[insert name of Customer] ("**the Customer**")

and

Iron Mountain (UK) Limited ("the Supplier")

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

[Insert details of the Variation]

2. Words and expressions in this Variation shall have the meanings given to them in this Call Off Contract.
3. This Call Off 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 Customer

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

CALL OFF SCHEDULE 13: TRANSPARENCY REPORTS

Not applicable.

CALL OFF SCHEDULE 14: ALTERNATIVE AND/OR ADDITIONAL CLAUSES

NOT USED

CALL OFF SCHEDULE 15: CALL OFF TENDER



A complete information management package tailored to meet the requirements of HSE and ONR

21st March 2018

Head Office

Iron Mountain UK Plc.

Third Floor, Cottons Centre

Tooley Street

London, SE1 2TT

www.ironmountain.co.uk

Registered in England Number: 01478540

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Tender Submission Form

TENDER SUBMISSION FORM FOR THE RECORDS MANAGEMENT PROJECT CONTRACT (HSE/T3176)

Part 1: Potential Supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1.

	Question	Response
1.1 (a)	Full name of the potential supplier submitting the information	Iron Mountain UK Plc
1.1 (b) – (i)	Registered office address (if applicable)	The Cottons Centre 3rd Floor Tooley Street London SE1 2TT Tel. 0207 939 1500 Fax. 0207 939 1501
1.1 (b) – (ii)	Registered website address (if applicable)	www.ironmountain.co.uk
1.1 (c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	Public limited company
1.1 (d)	Date of registration in country of origin	1980
1.1 (e)	Company registration number (if applicable)	1478540
1.1 (f)	Charity registration number (if applicable)	Not applicable
1.1 (g)	Head office DUNS number (if applicable)	227294949
1.1 (h)	Registered VAT number	607937516
1.1 (i) – (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>

1.1 (i) – (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	Iron Mountain Incorporated, our ultimate parent company, is an American Company and, as such, is registered with the US Securities and Exchange Commission (SEC) under the Central Index Key (CIK): 0001020569.
1.1 (j) – (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
1.1 (j) – (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	Not Applicable
1.1 (k)	Trading name(s) that will be used if successful in this procurement	Iron Mountain UK Plc
1.1 (l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public service mutual	Not Applicable
1.1 (m)	Are you a Small, Medium or Micro Enterprise (SME) ¹ ?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
1.1 (n)	Details of Persons of Significant Control (PSC), where appropriate ² : - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met;	Not applicable

¹ See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

² UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. See PSC guidance.

	<ul style="list-style-type: none"> - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more.³ <p>(Please enter N/A if not applicable)</p>	
1.1 (o)	<p>Details of immediate parent company:</p> <ul style="list-style-type: none"> - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>(Please enter N/A if not applicable)</p>	<p>Iron Mountain (UK) PLC is a subsidiary of Iron Mountain Europe PLC, which is part of the Iron Mountain group, of which Iron Mountain Inc is the ultimate parent company. Iron Mountain (UK) PLC and Iron Mountain (UK) Services Limited are the trading businesses of Iron Mountain in the United Kingdom and are all subsidiaries of Iron Mountain Europe PLC.</p>
1.1 (p)	<p>Details of ultimate parent company:</p> <ul style="list-style-type: none"> - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>(Please enter N/A if not applicable)</p>	<p>Iron Mountain Incorporated, our ultimate parent company, is an American Company and, as such, is registered with the US Securities and Exchange Commission (SEC) under the Central Index Key (CIK): 0001020569.</p>

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

³ Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award.

Please provide the following information about your approach to this procurement:

Section 1	Bidding model				
Question number	Question	Response			
1.2 (a) – (i)	Are you bidding as the lead contact for a group of economic operators?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3. If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.			
1.2 (a) – (ii)	Name of group of economic operators (if applicable)	Not Applicable			
1.2 (a) – (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.	Not Applicable			
1.2 (b) – (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
1.2 (b) – (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.				
	Name				
	Registered address				
	Trading status				
	Company registration number				
	Head Office DUNS number (if applicable)				
	Registered VAT number				
	Type of organisation				

	SME (Yes/No)					
	The role each sub- contractor will take in providing the works and/or supplies e.g. key deliverables					
	The approximate % of contractual obligations assigned to each sub- contractor					

Section 1		Exclusion grounds
Question number	Question	Response
1.3 (a) – (i)	Do any of the mandatory grounds for exclusion, detailed in Part 2 Section 2 of the Standard Selection Questionnaire, apply in respect of your organisation or any other economic operator (including sub-contractors) involved in the delivery of this contract?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
1.3 (a) – (ii)	If you responded Yes to Question 1.3 (a) – (i) above please provide full details.	Not Applicable
1.3 (a) – (iii)	Do any of the discretionary grounds for exclusion, detailed in Part 2 Section 3 of the Standard Selection Questionnaire, apply in respect of your organisation or any other economic operator (including sub-contractors) involved in the delivery of this contract ?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
1.3 (a) – (iv)	If you responded Yes to Question 1.3 (a) – (iii) above please provide full details and explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning).	Not Applicable

Contact details and declaration


I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question number	Question	Response
1.4 (a)	Contact name	William Hanrahan
1.4 (b)	Name of organisation	Iron Mountain UK Plc
1.4 (c)	Role in organisation	Bid Manager
1.4 (d)	Phone number	07771 934 646
1.4 (e)	E-mail address	willhanrahan@ironmountain.co.uk
1.4 (f)	Postal address	The Cottons Centre, 3rd Floor, Tooley Street, London SE1 2TT
1.4 (g)	Signature (electronic is acceptable)	
1.4 (h)	Date	21/03/2018

Part 2: Procurement Specific Questions

2.1 Confirm that you are willing to enter into seven year contracts with both HSE and ONR for the required services **Yes**

2.2 Provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that demonstrate delivery of requirements similar to those required by HSE on this occasion. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. HSE at its discretion will contact the suppliers and the named contact provided should be prepared to provide written evidence to confirm the accuracy of the information provided below. Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member). Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.

You should be explicit when describing the subject matter of the contract and your role in delivery. Your response to this question can be provided in the table below, expanding the fields as appropriate, or you may because of the formatting restrictions submit your response in a separate attachment clearly annotating what it relates to.

	Contract 1	Contract 2	Contract 3
Name of Organisation	Home Office (UKVI)	Department for Health	HM Courts and Tribunal Service
Point of contact in the organisation	Andrew Abbiw	Brendan Sheehy	Liz Loveridge
Position in the organisation	Immigration Records Storage IT Admin Manager	Departmental Records Officer	Senior Commercial Manager
Email address	Andrew.Abbiw@homeoffice.gsi.gov.uk	Brendan.sheehy@dh.gsi.gov.uk	Liz.Loveridge@justice.gsi.gov.uk
Subject matter of the contract you undertook	Consolidating file holdings secure destruction under UKV&I's Retention Review and Disposal programme. Deploying our Records Management System across UKV&I and training 9,000 authorised users. Transitioning to electronic working practices	The relocation and consolidation of records at Nelson to Iron Mountain off-site storage Review, rationalisation and restructuring of primary care trust records On boarding files held by other service providers	Secure records storage Retrieval and provision service of copy documents against customer orders placed with the Probate Service
Contract start date	01/09/2012	01/04/2013	27/07/1999
Contract completion date	31/08/2027	31/03/2021	26/07/2024
Estimated Contract value	£40,000,000	£1,512,384	£30,000,000+

Contract Example 1

Home Office - UK Visas and Immigration (UKV&I)

UKV&I, and its predecessor organisations, has been working in partnership with Iron Mountain since 2000, with our 2012 retendered contract and services operating until 2027.

Over the past 15 years, there has been an eight-fold expansion in the record holding and activity associated with the provision of records management services. Iron Mountain managed UKV&I's Croydon facility, providing hourly deliveries/collections of active case records to and from the store and for onward transportation to UKV&I's regional and local offices. Croydon was also a hub for concluded case records before being sent to a facility in East London.

We manage services off-site from our dedicated London facility, covering around 22 million physical information assets - the equivalent of 172 linear kilometres of records – for UKV&I, with over one million files representing active immigration and asylum case records. In a typical month, Iron Mountain will perform 9,000 next-day and 37,000 two-day retrievals, and take 75,000 new and returned records into store, barcode and scan them into the Records Management System. Transport of records to and from UKV&I is managed using dedicated and secure Iron Mountain vehicles. Additional services include document linking and specialist activities, e.g. case record read-overs, fax-backs, file repair and valuable document management.

All destructions are managed using our proven workflow that eliminates the chance of items being destroyed by mistake. Records are highlighted to UKV&I as eligible for destruction and a work order is created. After the receipt of the signed work order from an authorised UKV&I user, items are picked for destruction. The items will be checked by a different operative to ensure that none were incorrectly picked. Records are then destroyed by our shredding partner, Shred it, and a Certificate of Destruction provided. The destruction process is fully compliant with BS EN 15713 for The Secure Destruction of Confidential Material.

In September 2012, UKV&I went live with an innovative and modern records management system we developed to support their evolving needs, The Records Management System securely tracks files around the entire UKV&I estate, replacing the legacy File Tracking System and interfacing to an O'Neil database. There are currently ~9,000 authorised UKV&I users placing orders through the Records Management System. This has been deployed within an IL4 (Confidential)–level network aligned to UK Government security standards.

All staff involved in this contract are vetted to a minimum of CTC clearance, and in line with BS 7858:2012 Security Screening of Individuals Employed in a Security Environment. IT staff, who view the whole database, are vetted to SC clearance level.

We provide a dedicated contract manager, who works closely with UKV&I and the wider Iron Mountain UKV&I team. This includes our document management assistants, supervisors, a file store manager,

supported by a regional general manager. In addition, we operate a responsive IT and service helpdesk to meet the needs of the 9,000 UKV&I users.

We work collaboratively to introduce cost saving initiatives for UKV&I under the Government's efficiency and estates rationalisation programmes. This has included moving records from Croydon to our East London file store, enabling the UKV&I storage facility to be closed, eliminating both operating and lease costs. Around 850,000 records were moved in four months and a further 250,000 records were securely destroyed, following an effective weeding programme.

UKV&I have realised approximately 30% savings through continuous improvement in services by:

- consolidating file holdings
- secure destruction under UKV&I's Retention Review and Disposal programme
- deploying our Records Management System across UKV&I and training 9,000 authorised users
- transitioning to electronic working practices

Contract Example 2

HM Courts and Tribunals Service (HMCTS)

In England and Wales, the responsibility to securely store and provide access to the documents falls to the Probate Service – part of HM Courts and Tribunals Service (HMCTS). The archive dates back to 1858, the year responsibility was transferred from local parish councils. Currently occupying more than 200,000 cubic feet, the archive comprises over 41 million records and is growing with the addition of around 250,000 probate records each year.

Iron Mountain has been the service provider of off-site records management to the Probate Service for over 15 years – initially to consolidate files held at the main Somerset House registry, 12 district probate registries and 18 sub-registries. A special facility was created in Birmingham to centralise and standardise records management. Known as the Probate Records Centre it is highly secure and has a climate-controlled environment, compliant with BS 5454, to store the records in optimum condition.

As well as storage, the service includes retrieval and provision of copy documents against customer orders placed with the Probate Service. The retrieval service has been continually enhanced, evolving in tune with emerging technologies.

Mark Burden, Northern Probate Manager at HMCTS, says: “We’ve had a joint objective to provide an online ordering service for some time. This would help us better serve our customers, make records more accessible and transparent, and fit perfectly with the UK Government digital agenda.”

The Probate Service commissioned Iron Mountain to create an online portal that would allow customers to search order and pay for a copy of a will. A digitised copy of the requested will and the associated grant of representation would then be available for download.

That first phase of the project went live to the public in August 2013, generating much media interest and driving high volumes of traffic to the portal. Customers were able to search the index with basic data such as surname and year of death, and receive a list of potential matches. Orders could then be placed for any will, with payment taken by credit or debit card online. Customers received an email once the chosen will was available for download as a pdf file.

With the pilot a success, phase two provided the digitised index and online ordering for all grants of probate issued since 1996. This comprised a further four million records. Phase three, which went live in December 2014, covered the remaining 37 million records. Iron Mountain scanned ledger pages and microfiche records and created a digital index to offer a searchable digital calendar. Customers searching for a will from a specific registry and year can now simply enter a surname and year of death, and then flick through pages containing the relevant alphabetical entries.

Having wills available for search and order online has transformed the customer experience. The order lead time has been reduced to a maximum of 10 working days, with many fulfilled even more quickly. And with Iron Mountain providing the initial investment for the online portal this has been achieved without the need for Government funding and at no cost to the taxpayer.

With customers able to search and order wills online, visits to registries are decreasing. There will also be fewer postal requests to be processed, freeing staff for other work. “It’s a much more sustainable process,” confirms Mark Burden. “Our customers no longer need to travel to a probate registry, while online ordering and payment has simplified the process particularly for our overseas customers.”

Iron Mountain regularly receives new grants from each district probate registry. Wills associated with these grants are indexed and scanned on receipt. The original records are stored in the repository whereas the digital record is available for order.

Mark Burden sums up; "Iron Mountain has done a great job. They've got a very professional team that understand our business. Over the years we've built a high degree of trust and it's been a very enjoyable experience working together."

Contract Example 3

Department of Health (DH)

Shaping and funding healthcare in England, the Department of Health (DH) ensures people have the treatment they need with the dignity they deserve. DH generates an abundance of documentation that needs to be safely and securely stored, yet readily available when needed.

Brendan Sheehy, departmental records officer, says: “Although there’s an increasing move to electronic files, paper records still play a vital role and will for many years to come.” Iron Mountain used to provide day-to-day archive management at a DH building in Nelson, Lancashire, but that lease was set to expire. Other arrangements had to be made.

Whenever there are NHS organisational changes, DH plays a key role. An example was the recent cessation of primary care trusts in favour of clinical commissioning groups. “That saw us as temporary custodian for thousands and thousands of patient records until new organisations took responsibility,” confirms Brendan.

Many patient records that the Department took responsibility for were held with Iron Mountain under a variety of commercial agreements. But some were held by other service providers.

Brendan recalls: “We were presented with an ideal opportunity to consolidate our archives with a single supplier to standardise processes and gain economies of scale.”

With Iron Mountain, the transition was to prove well within reach. A new call-off contract was soon agreed, allowing DH to immediately benefit from beneficial pricing.

The transition involved three work streams:

- The relocation of records at Nelson to Iron Mountain off-site storage
- Review, rationalisation and restructuring of primary care trust records
- On boarding files held by other service providers when commercial terms allowed

Archive files that are less likely to be required regularly are placed in box storage, currently totalling 10,000 cubic feet. Files that may be required more frequently like patient medical records – of which there are currently 430,000 – are in open shelf storage.

“Our records are predominantly with Iron Mountain as a single service provider and so we no longer have to search different IT systems to find what we want,” says Brendan. “It’s much simpler and more efficient.” The Iron Mountain professionals who ran the transition now offer a bespoke managed service. Their tasks include being the first point of contact for use of the Iron Mountain Connect™ online portal, repair of damaged files and the preparation of records for admission to the National Archives.

“Iron Mountain does a fine job in managing the day-to-day complexity,” Brendan adds. “It also has a great logistics service that gets things where they are needed when they are needed.”

Consolidating off-site records management with Iron Mountain has standardised and simplified records management and is saving considerable sums. Moving the records stored in-house at Nelson to Iron Mountain was a key enabler for the subsequent closure of the building, releasing high-cost office accommodation. Already, Department of Health records management costs have reduced by almost

£250,000 a year and the expectation is for the savings to grow to £460,000 per annum once the transition is fully complete.

The service also includes comprehensive financial reporting to allow allocation of records management costs to responsible departments. "Transfer charging NHS organisations for the records they have in central storage makes them more accountable," says Brendan. "It helps focus minds to make sure we only retain those things we need or are required by legislation to keep."

DH and Iron Mountain are planning a trial of technology to improve file security and tracking. Currently at the feasibility stage, this involves low-cost RFID (Radio Frequency Identification) tags to aid traceability. With RFID scanners in DH premises at entry and exit points or even in individual offices, file locations will be visible at all times.

Brendan sums up: "Working with Iron Mountain is a joy. We work together as one, nothing is too much trouble and they're invariably adaptable and responsive to our needs."

2.3 Although the records management solution will be defined and finalised following the planning and design phase of this project, HSE and ONR would be interested to understand your initial thoughts on what the solution will look like and how it will operate. Please provide an outline of the proposed solution and how it will operate, including, how it will amalgamate the existing solutions into one and effectively interface with HPE Content Manager 9.1 and the file indexing regime?

Proposed Solution for Records Management services

Your records management solution has been designed in order to “de-couple” the HSE and ONR legacy records management systems and establish separate commercial agreements for the storage and management of your respective archives. We will ensure that the service you require is fully defined and supported and that a new information management service is implemented for both parties. Our expertise and experience in working with over 50% of core Government Departments enables us to be proactive in delivering value. This includes identifying and offering the most appropriate and cost effective storage methods. Working closely with HSE and ONR we will continually optimise inventory over the records lifecycle, digitise as requested or destroyed to BS EN 15713 standards ensuring that the protection and security of your data is maintained at every stage.

We will provide a complete end-to-end records management service that will include secure physical record storage, the backfile conversion of the 11,500 Library Artefacts and an Image on Demand (IoD) service to meet the requirements for scanning on demand of the HSE / ONR Library items. We will also implement a records destruction programme in accordance with HSE disposal rules. In addition, we will work with you both to fully evaluate all operational requirements and agree clear objectives aligned to the successful integration of HPE Content Manager 9.1 with our industry leading, enterprise class record and document management systems.

As the industry leader in information management, we offer highly secure, cost-effective and innovative records management services to over 1,300 central government and wider public sector customers. This includes over 50% of central government departments, to whom we are delivering flexible and agile solutions to financial, operational, legacy management and digital migration challenges currently faced. We have numerous successful long-term partnerships with UK Government Departments and Agencies and manage more than 119,000m³ of records under contract across our portfolio of 85 secure UK locations. In addition, we have successfully ingested over 45,000m³ of new inventory over the last 12 months.

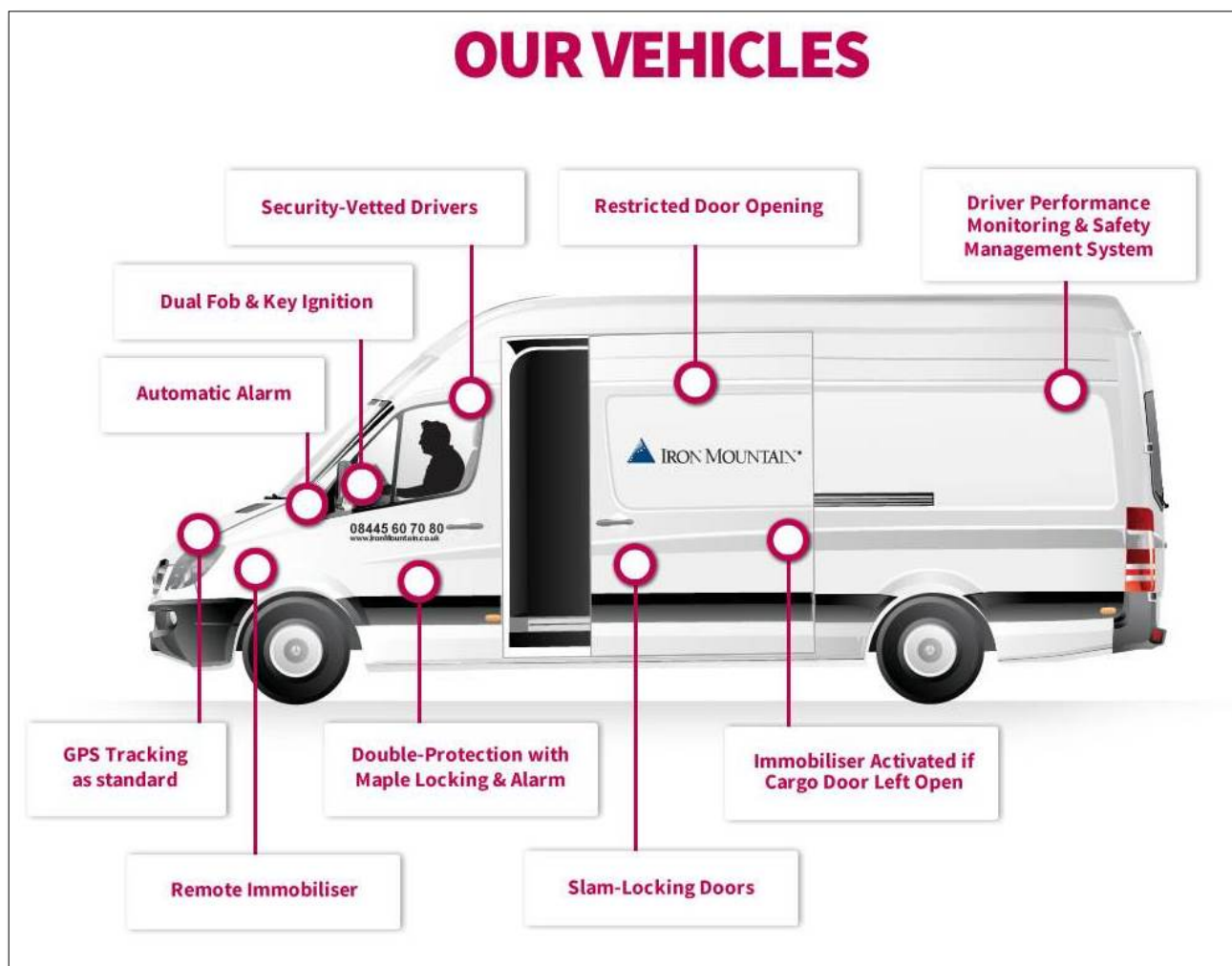
Fully defined process for uplifting your records into our care

Where secure storage is required for your physical records, your information will be securely housed and managed in our purpose built storage facility in Stafford. Our dedicated project team will manage the secure uplift of records from Cherry Lane into our facility. All records will be catalogued, boxed where required, placed on a pallet, and checked to ensure that the load is stable. Once a pallet has been built up (typically between 50 – 70 boxes), it will be shrink wrapped ensuring that the wrapping is ‘affixed’ to both the pallet and boxes alike. During this process, the barcoded boxes will be recorded against each pallet thus providing a physical and electronic manifest. The manifest will be recorded, and signed for by an HSE/ONR staff member upon completion and tracked accordingly.

The secure transportation of your records using our own fleet

The secure transportation of your records will be undertaken using our own fleet. The vehicle’s that will be used to transfer the inventory to our Stafford facility are fully alarmed and equipped with an advanced vehicle tracking system with real time routing information for the vehicle. This will provide HSE/ONR with

the information on the exact location of the inventory at all times whilst in transit. In addition, all our vehicles have been fitted with GreenRoad technology, which tracks driver performance as well as location. This includes sharp braking, changing lanes abruptly or excessive acceleration and ensures consistent driving standards and safety is achieved.



Full validation of all records received into our care

Our on-boarding processes ensure that we accurately capture all the boxes that are palletised and transferred to our records management centre. By scanning all the boxes on receipt within the first 24 hours, we will reconcile the reports to confirm that all boxes have been successfully delivered. Any boxes not scanned to the secure racking within 24 hours will be reported as part of an exception report, alerting our management team to provide priority to those boxes and giving you visibility of our service performance. Our SafeKeeperPLUS(SKP) records management system accurately tracks all your records once in our records management centre, allowing you to create regular management information on your records and our service performance for our storage solution performance.

Staff Security protocols mandated and monitored

We understand the importance of maintaining valid clearances in order for staff with responsibilities of handling (or having access to areas that house) data that necessitates additional national security clearance to have this in place with appropriate monitoring procedures. All staff engaged in handling records on the project will hold a security clearance level at a minimum of CTC. From a process perspective, our

employees are trained and follow documented secure data handling procedures. Our data handling staff are positively encouraged to take responsibility for identifying risk whilst demonstrating a continuous understanding of their security and data protection responsibilities.

Full certification to all standards



Iron Mountain by its very nature has always seen safety and security as an integral aspect of our values and services we provide. We invest significant resource in a robust global security program comprising comprehensive security governance, subject matter experts, training and awareness initiatives, risk management and built in resilience and preparedness. All security policies operated by Iron Mountain align to and comply with ISO 27002 for Information Security Management.

We are able to clearly demonstrate to HSE/ONR an ISO27001 certified IT infrastructure (and globally aligned security program) as well as formal ISO9001 and ISO14001 certification. We also exceed industry best practice and BS7858 with our long established comprehensive vetting program. Underpinning the aforementioned security program is a full set of enterprise security policies and associated auditable security specifications to meet our high and well regarded standards. The policies cover the key ISO27001 domains, with specific policies for (inter alia) Organisation of Information Security, Risk Management, Staff Vetting, Business Continuity, Incident Management and Access Control. We have include ISO27001 certification as Appendix 2.3.

Fully secure In-house digitisation service

Iron Mountain will use its standard Image on Demand (IoD) service to meet the requirements for scanning on demand of the HSE / ONR Library items, as this is understood to be approximately 210 files per annum (5% of 4,200 retrievals), depending upon whether ONR files are to be scanned. Since this is a standard Iron Mountain Records Management service, the process by which files can be ordered and selected for scan delivery rather than physical will be the standard process for HSE / ONR, and can be initiated direct from HPE Content Manager 9.1 platform via integration with Iron Mountain IMConnect (our web based information management portal).

For the one-off Backfile conversion of the 11,500 Library Artefacts, Iron Mountain proposes to uplift these materials from the current HSE Library and transport them to the Records Management facility, from where they will be securely transferred to our secure scanning centre at Stone. A fifteen-minute drive. The profile for the uplift would be agreed with HSE in order to allow for any issues with availability of the Artefacts (i.e. ensuring that they are only in the transfer and scanning process for as long as necessary, and therefore available to HSE if required). The schedule for collections and quantities will also take into account any priorities, whilst fundamentally aiming for completion of the Backfile within the agreed timeframes. Iron on Mountain currently estimate that this exercise would take 88 working days to complete, notwithstanding any priority or scheduling constraints as mentioned that may impact service delivery, and which will be

discussed and agreed with HSE during project initiation for this requirement. Since the Backfile is a one-off, non-BAU activity, it is assumed that there would be no requirement for the ordering of files "on-demand". Full details for the two scanning services are provided in the responses to Q2.10 and Q2.16.

Proposed System integration

Iron Mountain's proposed solution will leverage HSEs existing investment in its EDRMS alongside our industry leading, enterprise class record and document management systems. It is envisaged that the system components underpinning the solution will encompass:

1. HSE's HP (now MicroFocus) Content Manager 9.1 for end-user access to records management and retrieval services;
2. Iron Mountain's SafeKeeperPLUS (SKP) for off-site records management;
3. Iron Mountain's IM Link for integration between Content Manager 9.1 and SKP;
4. Iron Mountain's Digital Services (DS) systems for document digitisation and secure managed image transfer.
5. Iron Mountain's In Control for secure chain of custody of physical records between HSE's and Iron Mountain's sites / locations.

Each component is now described in more detail:

1. HSE's Content Manager 9.1 system will be used by end users to access and control records management and retrieval services with Iron Mountain. These services will typically include

- Creating and cataloguing new records;
- Updating metadata on existing records;
- Creating delivery and collection orders for all physical record requests;
- Creating scan on demand orders for record digitisation requests.

HSE will configure their Content Manager 9.1 system to create and receive Iron Mountain defined data files for service orders and metadata updates to inventory.

2. Iron Mountain's SafeKeeperPLUS (SKP) system will be used to manage records (boxes or files) held in our secure offsite location. SKP manages inventory within our off-site facilities, secure destruction and disposal, billing and provision of MI. It is designed to efficiently store, track and manage files/boxes within our secure facilities and movement between our facilities and customer locations. Tracking of individual boxes/files is supported by unique record "identifiers" and barcode scanning to ensure SKP's system-driven quality control results in inventory integrity and reduces human error to a minimum. SKP provides a full audit trail of all activity through a defined, secure system workflow.

In line with security best practice, we propose to only store the appropriate metadata needed to provision the services. For example, and where required, we will only store file barcodes or other non-sensitive unique identifiers.

3. Iron Mountain's IM Link system will be used as the secure interface between SKP and the HSE platforms with the electronic transfer of information via Secure File Transfer Protocol (SFTP). We provide this standard automated interface process for daily inventory and activity management between your EDRMS systems and our SKP system. Once you have configured your systems to create and receive IM Link formatted file, your users will place all requests and receive all updates via your own EDRMS. To this end, with IM Link enables

- The automated creation of: Retrieval and Permanent Withdrawal requests for boxes and files from Iron Mountain; Pickup requests for new and refile boxes and files for storage and return to Iron Mountain; Image on Demand requests for timely and secure electronic delivery of scanned

documents. Upon reception of data files from a customer's system, SKP initiates a near real-time routine to validate and process each line of data to create orders.

- The transfer of transmittal and individual list data for new boxes and files, as well as transmittal and individual list maintenance for existing boxes and files. These additions and updates can be sent to us 'on demand' and are processed by a near real-time batch process
- The return of a nightly file, containing all inventory transaction history for a given day, which serves as both confirmation and data synchronization between HSE and Iron Mountain systems. This information may then be uploaded by your EDRMS and processed for updates.

4. Iron Mountain's Digital Services (DS) systems will be used for document digitisation requests and managed image transfer. We use Kofax and Globalscape Enhanced File Transfer (EFT) technologies to provide large scale scanning and secure data delivery services. Images and metadata are encrypted and transferred securely to our UK Data Centres. The data is then securely transferred to an SFTP location (either PUSH or PULL).

5. Iron Mountain's In Control system provides GPRS tracking of inventory in transit between HSE and Iron Mountain Locations. As information is routed through SKP, IM InControl maintains a real-time audit trail to ensure accountability with the capture of electronic customer signatures.

How it will amalgamate the existing solutions into one and effectively interface with HPE Content Manager 9.1 and the file indexing regime?

Our expectation is that records management and retrieval services will be governed by your Content Manager 9.1 system (CM 9.1). It is therefore our assumption that:

- Any new HSE or ONR Registered Files will be created and indexed on CM 9.1
- Any existing HSE or ONR Registered Files will be updated using CM 9.1.
- Any orders for HSE or ONR Registered Files will be via CM9.1.
- Any relevant activity on our SKP system will be notified to HSE's CM 9.1 system

All the above events will require HSE to configure your CM 9.1 system to create and receive IM Link files for synchronisation with our SKP system.

Our understanding is that there are three sets of records not currently on HSE's CM 9.1. system:

1. HSE's Chemical Regulations Division (CRD) records held on the File Movements Database and the Data Protection Database;
2. HSE's Library and Information Services items;
3. HSE's Buxton Science and Research Establishment records;

For the CRD records, HSE will migrate the relevant data from the File Movements Database and the Data Protection Database to the CM 9.1. This will then be synchronised with our SKP system to allow a single view of all records held with Iron Mountain.

If migration of the CRD data to CM 9.1 is not possible, then HSE should provide Iron Mountain with an extract of relevant data from the File Movements Database and the Data Protection Database. We will load this data into our SKP system and HSE users will manually raise orders through an Iron Mountain web portal. This approach will allow authorised place service requests over a secure internet connection to SKP e.g. retrievals for either physical or digital delivery.

Record retention redesign and ongoing Information Governance support.

HSE and ONR have indicated a need for record retention redesign and ongoing Information Governance support. To support the core requirements of the proposal we are able to provide innovation to both HSE and ONR to increase record management compliance. You have asked Iron Mountain to propose an approach to defining the strategy for uplifting and operating a new onsite archive store and service. The context for this is a requirement to close down the current site at Cherry Lane and uncouple the two organisations in terms of their information governance of physical and digital records. We have outlined some potential options below, which encompass the strategy we would look to employ. These options are un-costed at stage and would need further in-depth consultation with both HSE and ONR to fully scope and agree on the best approach for all parties.

Recommendations to be considered

Our proposal outlines three innovations that can enable HSE and ONR to uncouple their current records management and move into clear dedicated services.

- Implementation of a defensible retention schedule using a dedicated cloud based platform Policy Centre Solution.
- Design and implement Information Governance as a Service.
- Privacy Impact Assessment for Record relocation project.
- Technology enabled solution to migrate ONR digital records from HP Content Manager.

Policy Centre

This provides a way to publish an accessible retention schedule linked to verified legal research and integrates with HP Content Manager. This provides actionable retention by combining HP's intelligent record management services with an independent and robustly researched retention schedule. The two solutions can be integrated to provide a seamless management of retention schedules within HP Content Manager.

Our Policy Centre Solution provides a platform to fully map personal data that both HSE and ONR need to capture. The solution can be used to map categories of personal data against the records and produce process maps to understand how those records move in and out of the organisation. This supports compliance with GDPR by providing the documentation required under Article 30.

Privacy Impact Assessment

The General Data Protection Regulation (GDPR) emphasizes the importance of risk management during change projects affecting personal data. We are able to provide a service that works within the recommended Privacy Impact Assessment process to provider oversight and risk management for the project of uplifting, and relocating the records from Cherry Lane to another facility.

This may also include a review of processes to re-box content, understand the level of documentation taking place and raise awareness of the potential risks to HSE and ONR in advance.

Information Governance as a Service

Introducing on call expertise to support the record management function of both HSE and ONS to deliver strategic goals and developments. Examples of this could include, review and development of retention schedule, GDPR readiness assessment. We propose three options that either HSE or ONR could adopt as part of an ongoing service from Iron Mountain that provides an end-to-end service.

Option 1 – Call off agreement

We would work with you to agree an acceptable “call-off” rate for our services to be used to fulfil work that you require. This would include a minimum of hours (to be agreed) over the contracted period but would allow you to use our services on any given activity to improve records management.

The advantage of this is that you have an on-hand expert to help you complete work without having to recruit a temporary records manager. You will also have the flexibility to build your records management capability as required.

Option 2 – Fixed price records management consultation

An adaptation of Option 1 but set at a fixed price / timeframe to deliver a specific set of contracted activities. This has the benefit of allowing you to achieve record management goals knowing the cost upfront. This might include redesign of record retention processes, implementation of GDPR and retention schedule requirements, and migration of ONR content from HP CM to SharePoint.

Option 3 – Iron Mountain Records Manager

This option would effectively be Option 2 but with a dedicated Iron Mountain resource provided to support will source a qualified professional to complete the records management work you require for a contracted period. Their role would be based on the responsibilities we identify in the work we have proposed in the above proposal. This would give you flexibility to achieve your goals for managing the archive, but may not meet wider record management priorities in the first instance.

Technology enabled content migration

In the initial scope of the RFP ONR was seeking to migrate its content from HSE’s record management system. We understand this migration is currently on hold. If ONR still wished to migrate its content, we can provide a technology enabled service that can identify and relocate relevant digital records from HP Content Manager and move it to the preferred environment.

This work could include a profile of the data to indicate what may not need to be kept, what is duplicated, and what has no value to ONR. This type of work typically identifies 30% of information in a record management system that is not required by the business.

Benefits of our approach

We believe that the services outline above will be integral to the initial move of HSE and ONRs records. We can provide best in class information governance support by services that enable both organisations to work with their records in a more effective way.

Investment required

We have not included costs for this particular innovation, as they would be dependent on which of the services would be required. We would be happy to discuss these aspects of our proposal prior to completion of the contracting to provide an accurate quote.

2.4 What is your proposed approach to the planning and design phase of this project? Describe how you envisage merging the various legacy systems into one system; the tasks and activities that will be undertaken, the timeframe for their completion and the level of resources (both your own and HSE/ONR) that will be required. Include full details of about you will interact with both HSE and ONR throughout this stage.

Full end-to-end migration and project support

HSE/ONR will be fully supported by an experienced partner with significant resources immediately available to meet the large scale and secure inventory migration of the records in scope. During 2017, we successfully delivered over 1100 Projects to the agreed scope and timeline, as approved and signed off by our customers. Projects that we have successfully managed included a large-scale inventory management project for HMRC involving over 2.2 million files. This involved deployment of a secure and dedicated data capture solution, and decanting and moving the records to off-site storage within 73 days. We also completed a complex project with DOH involving co-ordination and uplift from over 40 legacy suppliers, as well as completing complex transitions across both banking and legal verticals. We have an unrivalled experience within the Public Sector, and have helped departments exit warehouses and managed major national office uplifts for DWP, HMRC, Home Office, Ministry of Justice (HMCTS), DOH, Crown Prosecution Service, UK Export Finance, and the Valuation Office Agency.

We use methodology aligned to PRINCE2 (Projects in Controlled Environments) standards for the management of projects including the maintenance of key logs and protocols in the areas of risk and communication. This approach underpins the effective identification, resolution design and managed communication of exceptions, or deviations, to the agreed plan. This will be maintained throughout the project right from the planning stage through to implementation.



Fully formed and agreed Project Plan

To enable the low risk and seamless transfer of your service, your transition will be managed by our National Projects Director, Peter Long, who is responsible for all our UK wide project and transitions. Pete will take overall responsibility for the management of the entire transition, including mobilising internal resources and engagement with you and your third party supplier(s).

At the start of this project, Pete will engage with you to establish a joint steering committee to govern the transition. A Project Plan will be jointly agreed and established as a formal, controlled document, circulated and agreed by all parties prior to the commencement of the migration. The project plan will detail the service, agreed processes and definitive tolerance levels, thereby ensuring that both our organisations have a clear understanding of the implementation approach, service delivery and service levels.

Experienced project management team

Supporting Peter Long will be a dedicated Project Manager, Iain Fox. Iain has over 20 years of experience and will be responsible for the successful delivery of day-to-day activities and the management of the project team. This team will include up to 8 operatives for picking and packing activities, and one supervisor who have all been fully vetted and CTC cleared to meet your required standards.

Describe how you envisage merging the various legacy systems into one system;

Our understanding is that records management and retrieval services will be governed by your Content Manager 9.1 system (CM 9.1). We understand there are three legacy archives in scope:

1. HSE's Chemical Regulations Division (CRD) records
2. HSE's Library and Information Services items
3. HSE's Buxton Science and Research Establishment records

For those records managed by HSE's Chemical Regulations Division (CRD) File Movements Database and the Data Protection Database: HSE and your IT Service Provider will extract relevant metadata for records from the CRD databases and load this into Content Manager 9.1 (CM 9.1). Iron Mountain will then use the CM 9.1 system to:

1. add barcodes to the items;
2. match these to the unique CRD identifier;
3. scan-confirm the items on to the CM 9.1 system.

Any items not on the CM 9.1 system from the CRD data load can be managed by Iron Mountain through an exceptions process.

If HSE and your IT Service Provider are unable to extract and load the CRD metadata into CM 9.1, then Iron Mountain can add barcodes to the items and then data enter relevant information from the file.

For those records at HSE's Buxton Science and Research Establishment: these items are currently unlisted items in a box. Iron Mountain will therefore catalogue and barcode all items in a box on to HSE's CM9.1 system.

For HSE's Library and Information Services items managed on the Symphony Version 3.5 Library Management System (LMS): HSE and your IT Service Provider will extract relevant metadata for item from the LMS database and load this into Content Manager 9.1 (CM 9.1). If required, Iron Mountain can then use this metadata (e.g. ISBN / ISSN or HSE Series Number) during the scanning and indexing of images.

Image transfer and upload into Content Manger 9.1

Our preferred method is to use our existing transfer mechanism based upon Globalscape EFT (Enhanced File Transfer) Enterprise. This is a managed workflow system that enables transfers to be scheduled, recorded and monitored, either 'push' or 'pull', and thereby provide full audit of all transaction activities. This ensures the highest levels of data security compliance. All transfers are encrypted using SFTP (SSH) and our Public Sector dedicated, UK hosted, I.T. solution and electronic security measures (ISO27001 certificated) ensure the security of your digital information whilst in our custody. Key features of EFT include:

- Extensive options for secure transport protocols
- User-friendly interfaces for sending and receiving files
- Data encryption and security
- Flexible authentication and user account controls
- Event-based automation and processing
- Robust ability to audit, report, and monitor all system related activity.

The EFT system comprises a two-tiered approach. The file to be transferred does not reside on the externally facing server, but is transferred via an internal proxy after an authenticated session has been established.

Approach to Physical records legacy systems

Prior to any merging of legacy systems and movement of physical records to Iron Mountain, we propose to:

- Destroy records that have valid destruction criteria (e.g. destruction review date has passed and there is no destruction embargo against a record). This will encompass records managed by the CM9.1 system as well as those managed by HSE's Chemical Regulations Division (CRD) File Movements Database and the Data Protection Database;
- Separate HSE and ONR records managed by the CM 9.1 system that are in mixed boxes and move them to new boxes where appropriate.
- Catalogue / data enter any new records on to the CM9.1 system

The tasks and activities that will be undertaken

From the start of the project, a dedicated CTC Cleared Project Supervisor will be assigned and based at the Cherry Lane facility to manage the day-to-day activities and the team on site completing the work.

The Supervisor will report daily into a Project Manager (Iain Fox) who will have overall responsibility for the move and will manage the project overall. The Iron Mountain project team would look to use the current dedicated staff based at Cherry Lane to assist with the project decant, and will look to use their extensive knowledge of the records and systems to underpin our approach. The Iron Mountain project team would look to complete the work in stages where possible but due to any space restrictions, would potentially complete 2 phases simultaneously.

Phase 1 – Destruction of Records

Iron Mountain will work with HSE and the Cherry Lane staff to identify and administer a destruction project for the estimated 84,396 files that can be potentially destroyed (HSE Files only). Each file will be picked, scanned, and placed into Iron Mountain secure shredding sacks. The sacks will be sealed and collected using

our own vehicles and taken to an Iron Mountain secured facility for disposal. Upon completion of the destruction, a Destruction certificate will be issued back to HSE for compliance.

Phase 2 – CRD Uplift

There are currently 95,018 files that require uplifting from the Cherry Lane site. To ensure that all files are stored and preserved intact whilst in our care, our team will re-box all files into Iron Mountain boxes for perpetual storage. Figures provided estimate that you will require 9,056 boxes to house all of the files, which equates to 10.5 files per box. This figure will be confirmed following further evaluation and confirmation of file type and volume per type.

Location orders for each file will be created and each file will be picked, and scanned to confirm it has been located. This approach gives a full inventory audit and allows for any missing files to be located. Each file will have a unique IM file barcode attached to the file and the file will be placed into a box, which will also have a unique barcode applied. The boxes will be palletised (onto pallets of between 30-55 boxes per pallet depending on box size) and securely shrink wrapped. Each pallet will be loaded onto Iron Mountain vehicles and securely transported to our facility for inbounding.

Phase 3 – HSE/ONR Decouple

Items will be requested by division and in location order so that the HSE and ONR files can be separated. This will result in two separate inventories being created as you have requested.

We will complete all of the retrievals for one division before commencing with the other. Orders will be created in batches (Volume to be agreed) picked and scanned at file level. Any files, which do not have a barcode, will have a unique barcode applied and registered in the system. (The IM project team will complete this after training or by an Interserve member of staff.) Items will then be transferred into Iron Mountain 1.4 barcoded boxes in order to condense space further and to provide the optimum storage container for our racking configuration.

The timeframe for completion

Iron Mountain will look to complete the move in 4 months, which is 88 working days, (Not Including Weekends) in order to meet HSE lease expiry date.

The level of resources (both your own and HSE/ONR) that will be required.

It is estimated that there will be 17 Iron Mountain staff required providing that the current Cherry Lane staff can also be utilised. If the existing Cherry Lane staff are unavailable, then additional IM resource will be required. This will be discussed and agreed at project initiation.

Effective interaction with both HSE and ONR throughout all project stages.

All aspects of our solution will be tracked and auditable. This enables both our organisations to effectively monitor our service performance.

Our Project Manager and Supervisor will manage the daily performance of all members of our project team. This will include regular spot checks to ensure continual adherence to the agreed processes. This includes ensuring that the data entry into the HSE system is accurate and that boxes are packed correctly. We would recommend that a nominated Cherry Lane staff member is included as part of the team and to work alongside our Supervisor to support the service quality and oversee our adherence to the agreed processes.

We will provide regular reporting to both HSE and ONR detailing operational progress and service performance. Our transportation process ensures that we accurately capture all the boxes that are palletised and transferred to our records management centre. By scanning all the boxes on receipt within

the first 24 hours, we will reconcile the reports to confirm that all boxes have been successfully delivered. Any boxes not scanned to the secure racking within 24 hours will be reported as part of an exception report, alerting our management team to provide priority to those boxes and giving you visibility of our service performance. Our SafeKeeper records management system accurately tracks all of your records once in our records management centre, allowing you to create regular management information on your records and our service performance for our storage solution performance.

It is our policy is to complete all work on a set of records before the end of every day's shift. This means that no boxes or records will be left partially captured, or that boxes are left unfilled overnight. A clear desk policy is also enforced, allowing our supervisor and team to quickly identify any records that are still to be processed. Our team will then complete the work, ensuring that all required records are processed, packed and ready for transport each day, thereby removing the risk of human error that can occur from leaving unfinished work between shifts. This combination of proven processes alongside rigorous monitoring provides a secure framework for delivering secure, high quality information management services.

2.5 How do you propose to extract the existing physical materials from Cherry Lane (and at a later date Buxton) and transport it to your proposed storage location by the required date? Provide full details of the proposed date of the extraction; the times access will be required to undertake the extraction; how much resource will be used to undertake this task and how do you propose to ensure continuity of service throughout the transition phase, keeping downtime to a minimum.

Full end-to-end migration and project support

Your service will be managed and delivered by our highly experienced project management team, which is the largest in the industry. They have successfully completed numerous similar transfers of archive with the migration of metadata to our systems. We use methodology aligned to PRINCE2 (Projects in Controlled Environments) standards for the management of projects including the maintenance of key logs and protocols in the areas of risk and communication. This approach underpins the effective identification, resolution design and managed communication of exceptions, or deviations, to the agreed plan. This will be maintained throughout the project right from the planning stage through to implementation.

Agreed Project Plan

To enable the low risk and seamless transfer of your service, your transition will be managed by our National Projects Director, Peter Long, who is responsible for all our UK wide project and transitions. Pete will take overall responsibility for the management of the entire transition, including mobilising internal resources and engagement with you and your third party supplier(s).

At the start of this project, Pete will engage with you to establish a joint steering committee to govern the transition. A Project Plan will be jointly agreed and established as a formal, controlled document, circulated and agreed by all parties prior to the commencement of the migration. The project plan will detail the service, agreed processes and definitive tolerance levels, thereby ensuring that both our organisations have a clear understanding of the implementation approach, service delivery and service levels.

Experienced project team

Supporting Peter Long will be a dedicated Project Manager, Iain Fox. Iain has over 20 years of experience and will be responsible for the successful delivery of day-to-day activities and the management of the project team. This team will include up to 8 operatives for picking and packing activities, and one supervisor who have all been fully vetted and CTC cleared to meet your required standards.

Below are a range of options Iron Mountain are offering which they can implement depending on HSE/ONR preference, but depending on each option, this will impact on the time to complete and exit the facility and the costs. It was clear during the open day that whichever supplier is successful in securing the contract, they would have to offer innovation to HSE. Iron Mountain would look to offer innovation from the onset and ensure that upon the facility being exited, HSE would be in a far better position than there are potentially today.

Fully scoped approach to project

The Iron Mountain project team will split the team into two teams. The first team will commence the boxing up of the 98,018 CRD records and the second team will commence the palletising of the 0.5CuFt boxes stored on the upper and lower levels. The 98,018 CRD files will have a unique file barcode applied to the outer folder of the file and placed into 1.4CuFt Iron Mountain boxes.

CRD

The table below identifies an estimated total boxes required and time taken in order to complete the part of the work, based on information provided on the open day. Currently Interserve staff complete 54 activities per hour retrieving files in condensed areas. However, as Iron Mountain staff are only applying a file barcode and placing the records into boxes, we believe that productivity will be significantly increased. The boxes will then be palletised and shrink-wrapped and securely transported to the Iron Mountain facility using our own fleet.

CRD Loose Files				
Total Files	Files per Box	Total Boxes	Box Size CuFt	Total CuFt
98,018	15	6,535	1.4	9,148.35

CRD Loose Files				
Total Files	APH	Total Hours	Total Staff	Total Days
98,018	54	1,815.15	4	57

Destruction of Records

Iron Mountain staff will need to be able to access HSE/ONR Trim system and will require user training on the system. Orders will be created for all eligible files for destruction in batches of 200, with all records being picked and scan confirmed when located. Items will be loaded into destruction sacks and secured with cable ties. All sacks will be collected by an Iron Mountain vehicle, and transported to an Iron Mountain facility for destruction. Once the destruction is completed, a destruction certificate will be provided to HSE/ONR to confirm secure destruction has been concluded.

The table below provides an estimated timeframe in order to complete the work, based on activities provided by the Interserve staff. The first table outlines the Activities Per Hour (APH) completed when staff are working in concentrated areas. The second table below is for staff working across the site.

HSE Files for Destruction				
Total Files	APH	Total Hours	Total Staff	Weeks
84,396	54	1,562.89	4	10

HSE Files for Destruction				
Total Files	APH	Total Hours	Total Staff	Weeks
84,396	18	4,688.67	4	29

HSE / ORD Split

Items will be requested by division and in location order so that the HSE and ONR files can be separated. This will result in two separate inventories being created as you have requested.

We will complete all of the retrievals for one division before commencing with the other. Orders will be created in batches (Volume to be agreed) picked and scanned at file level. Any files, which do not have a barcode, will have a unique barcode applied and registered in the system. (This will be completed by the IM project team after training or by an Interserve member of staff.) Items will then be transferred into Iron

Mountain 1.4 barcoded boxes in order to condense space further and to provide the optimum storage container for our racking configuration.

By retrieving items at file level to complete the move, every item held by HSE / ONR / CRD will effectivity have been audited. Using this approach, we expect to locate any file classed as missing (if it is currently stored at Cherry Lane) and identify any files that the system currently shows in Cherry Lane but following investigation cannot be located.

Below is an estimated timeframe aligned to the completion of this work, and the resource estimated to complete the review and uplift of the records. Should a shorter timeline be of interest, we are able to increase resource capacity (in line with a review of commercial investment) in order to complete the project before the September 2018 lease renewal.

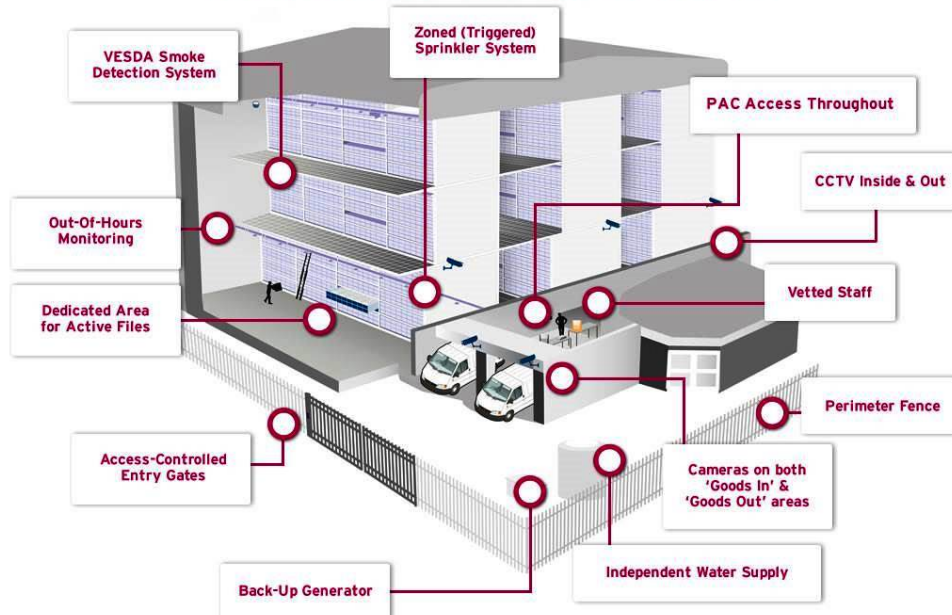
HSE / ONR Files for Retrival				
Total Files	APH	Total Hours	Total Staff	Weeks
145,734	54	2,698.78	3	24

HSE / ONR Files for Retrival				
Total Files	APH	Total Hours	Total Staff	Weeks
145,734	18	8,096.33	8	27

2.6 Where do you propose to store the physical files removed from Cherry Lane (and at a later date Buxton)? Describe the storage arrangements and provide full details of:

- i. the location of the facility;
 - ii. the location's capacity; the amount of currently available space and the amount of space required to meet both HSE's and ONR's storage requirements (noting the general requirement to compress the existing archives as much as is practical and HSE's likely reducing storage requirement given its desire to implement a new file retention and destruction policy);
 - iii. The physical security arrangements for controlling access to the site generally and HSE and ONR files specifically;
 - iv. The environmental controls in place to protect the files from fire, flood etc.;
 - v. Confirm whether the facility is ISO 27002 accredited. If so, provide a copy of the accreditation certificate. If not, describe how you comply with the accreditation standards.
- i. Our operational footprint is underpinned by our 85 secure record management sites across the United Kingdom. We have evaluated the space required to store your records in a purpose built secure location, and that is accredited to ISO27001 as you have mandated. The location of the facility we have selected as most suitable is our site in Stafford. The site has an 115,000 sq.ft capacity, and has access to a full suite of digitisation services at our scanning centre which is located at Stone (a fifteen minute drive).
 - ii. It is estimated that the current total holdings at Cherry Lane would require approx. 40k Cubic foot storage space prior to any destruction program being implemented.
 - iii. To maintain the integrity of your records and ensure that only authorised Iron Mountain and HSE or ONR employees have access to your information, we have implemented a range of security features that meet industry best practice. The proposed facility utilises an overarching physical security policy mandated across our entire Global and UK business, with associated specifications for securing our buildings, which will include perimeter fencing, CCTV, intrusion detection systems (and emergency response) and strict staff and visitor protocols at site level. There are also role based electronic physical access controls, and we have an audit process in place entailing regular reviews of physical access levels assigned to electronic access devices (and thus to individuals). This is to ensure that access levels remain commensurate with the device holder's role and to investigate (and escalate as necessary) any unauthorised attempted access. Our physical security measures include, but are not limited to:
 - SEAP rated access doors
 - Office window bars/cages on ground floor
 - Internal and External Digital CCTV for 24 hour coverage with external lighting
 - 2.4m + Perimeter fencing
 - Dual monitoring alarm detectors (PIR and Microwave)
 - Electronic access controls and personal recognition for controlling access to our facilities.

OUR RECORDS MANAGEMENT FACILITIES



The use of PAC access controls throughout the facility, including the access to the storage environment, enables us to log and record the identity of every individual who accesses the repository. These security controls ensure that only authorised individuals can access your records in adherence with ISO27001 and HMG Security Policy Contract. Pre-authorised HSE/ONR employees will be able to visit and access records at any time, with viewing rooms available for them to access your records within a secure environment. To enable this, 24 hours' notice will need to be provided and our strict visitor procedure must be followed. These include providing Government identification to confirm their identity and not taking any photographic equipment into the facility. No records will be allowed to leave the site without prior confirmation from an authorised HSE/ONR employee.

iv. Your records will be protected from fire through the application of fire prevention, detection and suppression measures that are in adherence to NFPA fire codes. These fire precaution measures include:

- Fire detection in the form of VESDA aspirated detection systems for rapid identification
- Zonal automatic wet pipe sprinkler protection to limit the fire to its source point and reduce the risk of water damage to records in the affected area
- Automatic alarm systems linked to a red care service
- Periodic inspection, testing and maintenance of all protection measures, in accordance with best practice, local code and Iron Mountain standards
- Repository areas separated by four hour rated fire walls with no individual repository larger than 1,000 sq.m
- We maintain and enforce a strict "No Smoking" policy in all of our facilities.

- All sites have a site specific Business continuity Plan with each Iron Mountain facility being risk assessed against environmental risks. Any site deemed to have a greater risk is risk assessed and every additional provision is in place to negate the risk.
- v. Iron Mountains has multiple accredited ISO:IEC 27001 sites across the business including Stafford. This has been included as Appendix 2.3

2.7 Describe how new physical files, created after the service go-live date, will be ingested into the archive. Explain the delivery arrangements for getting files from HSE and ONR offices to your storage facility.

Content Manager System interface

Iron Mountain's IM Link interface will be used as the secure interface between SKP and the HSE platforms with the electronic transfer of information via Secure File Transfer Protocol (SFTP). We provide this standard automated interface process for daily inventory and activity management between your EDRMS systems and our SKP system. Once you have configured your systems to create and receive IM Link formatted file, your users will place all requests and receive all updates via your own EDRMS.

For the CRD records, HSE will migrate the relevant data from the File Movements Database and the Data Protection Database to the CM 9.1. This will then be synchronised with our SKP system to allow a single view of all records held with Iron Mountain.

If migration of the CRD data to CM 9.1 is not possible, then HSE should provide Iron Mountain with an extract of relevant data from the File Movements Database and the Data Protection Database. We will load this data into our SKP system and HSE users will manually raise orders through an Iron Mountain web portal (IMConnect). This approach will allow authorised place service requests over a secure internet connection to SKP e.g. retrievals for either physical or digital delivery.

Workflow for Incoming physical files

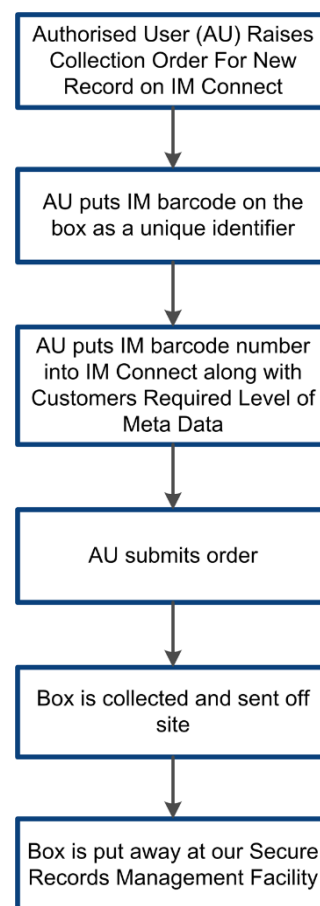
The start of your records management service occurs prior to your boxes being collected and transferred into our care. Whenever you want to send us a new box/file package (file packages are containers into which customers put individual files for pick-up), the order is created by an authorised user either via Content Manager 9 or IMConnect (as described above). The IMConnect portal is fully proprietary to Iron Mountain, meaning that the system is provided free of charge for as many authorised users as you require.

Having created the order, your sender affixes a pre-purchased barcode to each box/file package being collected. These barcodes are scanned by our driver when he arrives to collect your boxes/file packages. This starts the full chain of custody, which traces your records all the way from your office to their allocated space in our purpose-built facilities.

All our staff members are given in-depth security vetting so you know your information is in safe hands in transit and at the facility.

Once the driver has scanned all your boxes/file packages, you are asked to provide an electronic signature to confirm collection. You can then receive an automatic email verification of the collection, including information on location of collection and boxes collected.

Your boxes/files are then transported in our secure vehicles. All vehicles feature GPS tracking as standard along with slam-locking doors, dual fob and key ignition systems, restricted door opening so only the cabin or cargo area can be open at any given time, and remote immobiliser capability to optimise security in transit.



On arrival at the facility, your boxes/file packages are scanned off the van to provide proof of delivery of all collected records. They are then scanned in at our inbound service station, where they are indexed and captured on our inventory management system (SKP), which records all essential metadata such as the retention policy. If any boxes/file packages are found to have not had a unique barcode added, one is applied to enable tracking and indexing to the same standard as the rest of your holdings.

The scanning of every box into SKP enables all your records to be tracked and provides a fully auditable service. Once a box is scanned into SKP, with any associated metadata captured against the unique barcode, our CTC cleared service delivery team will place the box in our environmentally controlled repository. When the box is placed in storage, the box and racking barcodes are scanned again to record in SKP the exact location of your box. This provides both our organisations to have full visibility of where every box is in our secure facility, enabling us to retrieve your records upon authorised request.

2.8 Describe the arrangements you have in place to ensure that only staff with the necessary SC security clearance can access to HSE and ONR files. Confirm how security clearance checks are undertaken including what checks are conducted.

Personnel Security

We understand via the use of clarification questions that the requirement is for staff who handle your records will need to be CTC cleared. Iron Mountain is compliant to this request.

We are an accredited sponsor with UK Security Vetting, the approved single vetting authority authorised by Her Majesty's Government (HMG), to request national security vetting on staff, temporary staff, contractors and third party vendors. All our employees are vetted prior to start of employment. Background checks include:

- Right to Work
- Identity and Global Sanctions
- Relevant Criminal (typically a Basic Disclosure identifying unspent criminal convictions)
- Occupational History (typically employment, character, education and unemployment)
- Relevant Qualifications
- Comprehensive aftercare including regular re-vetting, immigration compliance, additional security clearances and changes in circumstances (where relevant).

To meet your specific security requirements, all employees who handle your records will be CTC cleared.

At the recruitment stage, new hires sign an acknowledgment that they have read and understood a number of security policies. At the outset therefore, new hires are made aware of the Company's expectations with regard to security matters and data protection. Staff awareness is maintained throughout the employee lifecycle through weekly briefings and visual materials at sites.

A variety of internal communications channels is also used to deliver awareness campaigns, disseminate security policy updates and reinforce continued responsibility for security. We also have annual refresher training in place (delivered via e-learning) around our Code of Ethics, Information Security, Acceptable Use and Data Protection related policies, which entail a set of questions to reinforce learning and policy re-acknowledgment upon completion. Staff also undergo continuous and extensive enterprise level training, and will escalate any actual or potential threats to the security of the data we are handling, or to the process itself. The Project Manager will govern monitoring of all security and operational protocols.

2.9 Describe your process for managing the retrieval of physical files and delivery of these to HSE and ONR offices. Include details about the channels through which retrieval can be requested – including whether requests can be made direct from HPE Content Manager 9.1 platform via integrated workflow processes; how delivery will office locations will be undertaken and confirm how you will achieve the delivery timescales and target performance levels stipulated in paragraph 27 of Annex A. Confirm what, if any, tracking protocols are in place to ensure that the security and integrity of files in transit is maintained at all times.

Describe your process for managing the retrieval of physical files and delivery of these to HSE and ONR offices.

Whenever you want retrieve a box/file package (file packages are containers into which customers put individual files for pick-up), the order is created by an authorised user either via Content Manager 9 or IMConnect (as described above). The IMConnect portal is fully proprietary to Iron Mountain, meaning that the system is provided free of charge for as many users as you require.

Once the order is placed, it shows up on our system at the relevant facility. Checks are made routinely to ensure that sites are regularly monitoring the retrieval request lists so orders are processed promptly. Alternatively, orders can be made via email or phone, the details of which are provided during implementation to ensure that you have the immediate ability to use our service.

Once the order has been released, we retrieve the requested box/file and scan the unique barcode to confirm that it has been retrieved. This provides you with a continuation of the file/box level chain of custody used when we transport records from your premises to our facilities. In the case of boxes, we also strap them with security bands to protect them in transit. In the case of files, an additional scan is used to register a 'package' (a container for individual files to protect them in transit). We then scan the individual files into the package to ensure a chain of custody through providing verification of which files are in which packages.

The relevant boxes/file packages are then scanned out of the facility onto one of our secure vehicles and transported to your premises. To continue the auditable chain of custody, the driver scans each individual box/file package on delivery and the customer provides a signature to confirm receipt. An automatic email confirmation of delivery is then sent to you, if requested.

Include details about the channels through which retrieval can be requested – including whether requests can be made direct from HPE Content Manager 9.1 platform via integrated workflow processes

Iron Mountain's IM Link system will be used as the secure interface between SKP and the HSE platforms with the electronic transfer of information via Secure File Transfer Protocol (SFTP). We provide this standard automated interface process for daily inventory and activity management between your EDRMS systems and our SKP system. Once you have configured your systems to create and receive IM Link formatted file, your users will place all requests and receive all updates via your own EDRMS.

For the CRD records, HSE will migrate the relevant data from the File Movements Database and the Data Protection Database to the CM 9.1. This will then be synchronised with our SKP system to allow a single view of all records held with Iron Mountain.

If migration of the CRD data to CM 9.1 is not possible, then HSE should provide Iron Mountain with an extract of relevant data from the File Movements Database and the Data Protection Database. We will load this data into our SKP system and HSE users will manually raise orders through an Iron Mountain web portal (IMConnect). This approach will allow authorised place service requests over a secure internet connection to SKP e.g. retrievals for either physical or digital delivery.

Our IMConnect portal gives your users complete online access to your inventory. This supports your document management programme, providing instant visibility and access to your records and enabling consistent procedures for retention, compliance and accountability. As this technology is proprietary, this system is provided to you free of charge. Access to the system is restricted to your nominated authorised users only. During the implementation, system administrators will be agreed and trained on how to use and manage the system. This will include how to update user permissions and user levels. This allows you to control who has access to what level of information and service capabilities. By enabling you to manage your own users, as well as your own records through the system, you have total control over your service.

Each user is given a unique login ID and password, which is required to access the system. This allows an audit trail to be created of each individual user's activity and allows you to determine what level of access each user has. Any data transmitted is encrypted. This system gives you secure, instant access to your records, enabling you to manage your own service. Through this interface, your users are able to view and manage records inventory in multiple locations, giving them a consolidated "snapshot" of records inventory. Users simply authenticate into the web-based system to search for records, locate boxes and files, request reports, confirm retention information, and request pick-ups and retrievals electronically.

How delivery will office locations will be undertaken and confirm how you will achieve the delivery timescales and target performance levels stipulated in paragraph 27 of Annex A.

We are confident that all delivery and target performance criteria outlined will be achieved. Our extensive operational network hub coupled with an in-house vehicle fleet of over 250 vehicles will ensure that HSE and ONR locations will be supported by a partner that can react quickly to urgent retrieval requirements, for both physical and electronic records.

Confirm what, if any, tracking protocols are in place to ensure that the security and integrity of files in transit is maintained at all times.

Our fleet will securely transport all your records. By using our own fleet, you benefit from a complete chain of custody, reduced risk and enhanced security features, compared to using third party courier companies. All of our vehicles are fitted with leading security measures designed to protect and track your records whilst in transit, giving us full visibility of your records. Our vehicles will be tracked by both GPS and our driver behaviour system, GreenRoad. The GreenRoad Driver Behaviour System tracks the driving standards by recording and tracking the driving behaviours of our drivers. This allows us to monitor and improve driver behaviours, improving the road safety performance of our drivers and further minimising transfer risks and enhancing the security of your records whilst in transit. In addition, the system also helps us to plan the most efficient route, identify any deviations from the prescribed route and maximise effectiveness whilst avoiding delays and road closures.

Our Stafford site has perimeter fencing and gated access controlled and monitored by a site office to ensure that only Iron Mountain vehicles can enter the site and a dedicated CCTV monitored goods in area will provide a secure environment for the unloading and ingestion of your records. We will continue to provide this consistent, secure transportation solution until all your records have been securely transferred. Our processes, IT systems and fleet enable you to trace the progress of your records through a single system, enhancing your control and reducing the risk of the collection process.

2.10 Describe your process for managing the retrieval of files via a scan on demand service and how these will be securely provided to requesting staff. Include details about the channels through which retrieval can be requested – including whether requests can be made direct from HPE Content Manager 9.1 platform via integrated workflow processes; confirm how you will achieve the delivery timescales and target performance levels stipulated in paragraph 27 of Annex A.

HSE/ONR Scan-on-demand/Image on Demand IOD service

Due to the low volume of HSE and ONR files that has been indicated as requiring to be delivered to HSE and ONR via a scanning service, Iron Mountain proposes to use its our Image on Demand (IoD) service;

CQ response Q73;

Annual file retrievals	
3,861	HSE retrievals
339	ONR retrievals (may not be requirement to scan these)
4,200	Total
5%	Of which will be Scan-on-demand
210	Files scanned per annum
4.04	Files per week
165	Pages per file
666	Pages per week

Iron Mountain UK IoD service

Electronic retrieval orders are placed via our secure, proprietary online portal, IM Connect™, or via our specialist Customer Services team. Requests could also be made direct from the HSE HPE Content Manager 9.1 platform to the IM inventory management system, however for the volumes indicated this may not prove economically viable to implement for scan requests only, and should be considered for all requests.

By providing electronic retrieval, HSE/ONR are able to receive the information faster, more productively and at reduced cost. Additionally, this service reduces the risk associated with document retrieval by removing the need to transport your documents from our secure records centres. As per a standard physical retrieval, every activity is scanned and logged within our inventory management system, thereby creating a complete audit trail that you have visibility of through IM Connect.

Upon receipt of an authorised order, the required document is then retrieved and prepared for digitising. Each page of the document is then scanned and checked for quality assurance. The required indexing fields are then completed, either from the Image on Demand request as received, or entered in manually if additional fields are required. An additional quality assurance test then checks the image and associated index values for accuracy. After this, industry-leading Optical Character Recognition software can be run on the image if required, making it text-searchable. Images can be provided in colour or black and white, as per HSE/ONR requirements.

The electronic images will then be delivered back to HSE via a secure sFTP link in the required 300 dpi .PDF format with a minimum scan resolution of 300 PPI. This ensures that only authorised individuals can access your digitised records.

To further support your requirements, we have the ability to scan a wide range of document types and sizes. For any materials larger than A3, we will carry out the scanning process using the Library Artefacts back-file process/configuration. To maintain the security of your records and the chain of custody, your files are scanned out of our specialist storage facility (as per a standard physical retrieval) and are GPS tracked whilst in transit.

Within the scanning centre, our systems will track your files throughout the entire process. This creates a clear audit trail that includes the name of the operator that handles each of your documents. To ensure a consistent approach that represents best practice, the same process is undertaken for each document. This includes quality assurance checks, indexing and delivery of the image to you in the same format. You will therefore receive all your images in the same format and standard regardless of document type or size. This enables you to operate more efficiently and allows you to focus on those activities that support your business and customers.

2.11 Can your proposed solution support automated rules which enforce specific conditions in relation to file retrievals? i.e. files above a certain volume should not be scanned. If so, please provide full details of the range of parameters that can be applied.

Iron Mountain will use its standard Image on Demand (IoD) service to meet the requirements for scanning on demand of the HSE / ONR Library items, as this is understood to be approximately 210 files per annum (5% of 4,200 retrievals), depending upon whether ONR files are to be scanned. Since this is a standard Iron Mountain service, the process by which files can be ordered and selected for scan delivery rather than physical will be the standard process for HSE / ONR, and can be initiated direct from HPE Content Manager 9.1 platform via integration with Iron Mountain IM Connect.

We will work with HSE and ONR to fully evaluate and apply specific file retrieval rules to the service. We would envisage that based upon your known requirements that manual intervention would be the only feasible option when determining file size (i.e. page volume) of a physical file and in line with the volume level you set (assumed at 330 pages following your clarification response Q32).

2.12 Describe your file destruction process. Include full details of how files due for destruction will be identified and destruction undertaken within one week of the destruction due date; a full audit trail of the destructions will be maintained and the certification process for notifying HSE and ONR that destruction has been undertaken.

Through our destruction partner Shred-It, HSE and ONR will receive a fully scalable and secure onsite and offsite destruction and recycling service. Central to the provision of a complete range of destruction services is a fully accredited destruction operation that includes 6 dedicated offsite shred centres, over 120 onsite shredding vehicles and 140 offsite vehicles. Currently processing over 70,000 tonnes of paper each year, 100% of all paper is recycled via strategic partners, reducing environmental impact with no further impact on cost. All services provided are aligned to BS EN15713:2009, which is incorporated into an ISO 9001:2008 approved quality management process.

We ensure full end-to-end chain of security for all destruction requirements (both on and offsite), with the process fully auditable at every stage. This includes a combined Certificate of Destruction/Waste Transfer Note that is provided after each visit, cross referencing the transaction number, the number of types of containers, and the name of the authorised person that has mandated the destruction instruction or has witnessed the destruction onsite. All our onsite and offsite shredding services are provided by our BS7858 security vetted and uniformed staff carrying photo identification.

Staffing levels are proactively managed throughout the UK to ensure sufficient resources for managing complex high volume and high capacity requirements. This enables a consistent level of service to be maintained at all times. This is managed by operating a 4-day by 10-hour shifts. This means our operators can all work an extra day, if requested, to manage any additional volume requirements.

No records are destroyed without written confirmation from a pre-agreed authorised member of HSE and ONR. Along with the initial destruction request, this means that only records that have been identified and confirmed twice for destruction will be securely shredded. This proven process ensures that you have complete control and management over which records are destroyed.

Confirm whether the destruction process is BS EN 15713 accredited. If so, provide a copy of the accreditation certificate. If not, describe how you comply with the accreditation standards.

We have include full BN15713 accreditation and certification as requested. Please see **Appendix 2.12**

2.13 Where the scan on demand service is utilised by staff, describe your process for incorporating the electronic version of a file into the HSE or ONR's electronic file repository and destroying the physical file within one week. Confirm whether the same destruction audit trail and certification processes articulated in your response to Question 2.12 above will apply. If not, detail what processes will be applied in these circumstances. 2 - Clive

The Iron Mountain IoD standard process can incorporate the digital file retention and disposition details using the attributes available in the Iron Mountain inventory management system for each physical record. Retention / disposition metadata can be added at this stage to ensure records are destroyed in line with the HSE retention policy. The digital files uploaded to the HSE HPE CM9.2 system would therefore have the necessary metadata to provide for retention and disposition.

Destruction of physical files

Where indicated at the sort stage as per the defined rules, following the capture process, specified records can be returned for temporary storage within Iron Mountain RM facilities for an agreed period. All destructions are then carried out within EN15713 accredited facilities. In addition, the destruction equipment provides a shred cut size that is EN15713 Level 4 accredited, which is above the industry standard of Level 3. All shredded records are then recycled into tissue paper, thereby ensuring that all information is permanently destroyed.

Authorised User Sign-off:

No records are destroyed without written confirmation from a pre-agreed authorised HSE representative. Along with the initial destruction request, this means that only records that have been identified and confirmed twice for destruction will be securely shredded. This proven process ensures that HSE and ONR have complete control and management over which records are destroyed. Digital images created during the capture process resident on Iron Mountain servers/workstations will be retained digitally by Iron Mountain for 30 days from date of successful ingestion.

2.14 Whilst HSE and ONR's standard requirement is for files to be retained for a defined period and destroyed within one week of their destruction due date, does your proposed service include provision for exception handling i.e. for staff to flag up the requirement for an exceptional retention period or retention beyond the destruction due date? If so, describe how this provision will work and how staff can flag up such a requirement during the new file registration process and/or during the lifetime of a file.

The expectation is that records management and retrieval services will be governed by your Content Manager 9.1 system (CM 9.1). Our understanding is that CM 9.1 enforces HSE corporate disposal policies to electronic records. As CM 9.1 will be the HSE system of record for physical and digital records, it is our recommendation that HSE consider extending these disposal policies to paper records managed on CM 9.1.

If the CM 9.1 system's disposal policies cannot be extended to the paper records then our SafeKeeperPLUS (SKP) system has robust capabilities in core records management areas including retention management. SKP facilitates records identification and retention policy, allowing our customers to access records according to their own organization schemes. The central element of the records management module is flexibility. SKP can accommodate most filing or numbering systems utilizing the descriptive information required by our customers.

Capabilities Include:

- SKP offers a variety of techniques for retention management, including calculated destruction dates tied to customer-specified records classification/retention tables
- SKP can load customers' retention schedules and can accommodate national, local or departmental retention schedules
- Destruction dates can be calculated automatically using your record classification codes in conjunction with the following fields:
 - Create date
 - File range, using "from" and "through" dates
 - User-defined event date
 - Date received by Iron Mountain
- Hold codes: to assist companies involved in litigation or other events, SKP uses hold codes to suspend regular retention schedules. One or more hold codes can be assigned to a record class code, department or both.

Further Information Governance Services

HSE and ONR have indicated a need for record retention redesign and ongoing Information Governance support. To support the core requirements of the proposal we are able to provide innovation to both HSE and ONR to increase record management compliance.

Our Innovations

Our proposal outlines three innovations that can enable HSE and ONR to uncouple their current records management and move into clear dedicated services.

- Implementation of a defensible retention schedule using a dedicated cloud based platform Policy Centre Solution.
- Design and implement Information Governance as a Service.
- Privacy Impact Assessment for Record relocation project.
- Technology enabled solution to migrate ONR digital records from HP Content Manager.

Policy Centre

This provides a way to publish an accessible retention schedule linked to verified legal research and integrates with HP Content Manager. This provides actionable retention by combining HP's intelligent record management services with an independent and robustly researched retention schedule. These two solutions can be integrated to provide a seamless management of retention schedules within HP Content Manager.

Our Policy Centre Solution provides a platform to fully map personal data both HSE and ONR need to capture. The solution can be used to map categories of personal data against the records and produce process maps to understand how those records move in and out of the organisations. This supports compliance with GDPR by providing the documentation required under Article 30.

Privacy Impact Assessment

The General Data Protection Regulation (GDPR) emphasizes the importance of risk management during change projects affecting personal data. We are able to provide a service that works within the recommended Privacy Impact Assessment process to provide oversight and risk management for the project of uplifting, and relocating the records from Cherry Lane to another facility.

This may also include a review of processes to re-box content, understand the level of documentation taking place and raise awareness of the potential risks to HSE and ONR in advance.

Information Governance as a Service

Introducing on call expertise to support the record management function of both HSE and ONS to deliver strategic goals and developments. Examples of this could include, review and development of retention schedule, GDPR readiness assessment. We propose three options that either HSE or ONR could adopt as part of an ongoing service from Iron Mountain that provides an end-to-end service.

2.15 If staff utilise the provision offered within Question 2.14 above, the provisions of Section 3(4) of the Public Records Act 1958 (Lord Chancellors Instruments) may apply. Describe your arrangements for effectively managing this area to ensure that HSE and ONR maintain a legal basis for holding records beyond the standard retention period.

By combining accurate cataloguing and detailed metadata capture, we are able to support all forms of retention management.

To support identification and management of Public Records we propose to work with you at the cataloguing stage to identify the records with designated Public Record Status. These can be captured and managed as metadata within IM Connect along with the date of the file. This allows HSE / ONS to identify specific records that are due for sensitivity review prior to transfer to The National Archives. In addition, by capturing this metadata within IM Connect you are able to produce accurate reports to The National Archives on the volumes of records that are older than 20 years, which must be transferred before 2025 under the changes to the Public Record Act introduced in 2015.

Where records are to be retained in department our solutions allow you to identify these records within IM Connect effectively placing a “hold” on the transfer of the records.

We operate a dedicated File Review team responsible for helping department’s accession records to The National Archive (TNA) and meet their obligations under the Public Records Act and 20-year rule change.

We provide file review services to six clients including HMT, DOH and CPS. Projects include full sensitivity review and incorporate cataloguing services that can be procured under the RM3781 framework. We have unrivalled experience in delivering these services, mobilising qualified teams and building successful collaboration with both departments and TNA.

When records are due to be transferred to The National Archives, or another Place of Deposit, our team will pick the relevant files for transport. Our secure transport services are available to move the records to the desired location providing full tracking.

2.16 Describe how you will undertake the exercise to back scan approximately 11,500 HSE owned artefacts from HSE's Library collection of occupational health and safety material and integrate these into the wider collection. Detail your intended timetable and the amount of resource that will be required to complete the exercise.

Maintaining the security and integrity of all physical records and digital information in our care is a key focus and principle of our service. As such, our Chain of Custody process ensures a secure and fully auditable end-to-end service for records transfer and processing.

Our processes and standards are adhered to across all sites, and the physical security measures at records management and scanning locations ensure integrity of physical records whilst in temporary or long-term storage. Our commitment to security is further demonstrated by:

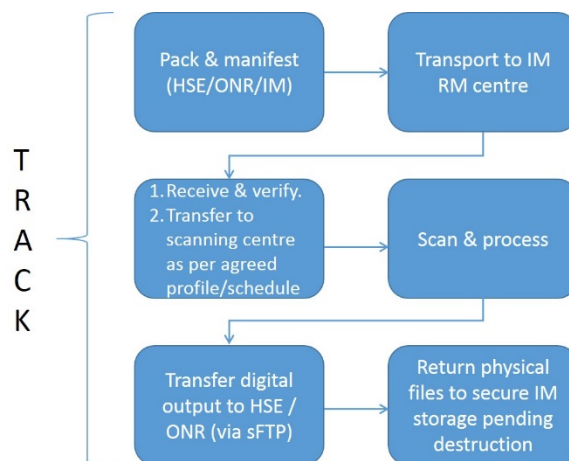
- Our Standard Operating Procedures (SOPs) for record uplift, transfer, processing, and onward storage, return or destruction
- Our use of fully vetted employees, subject to standard Iron Mountain codes of conduct and operating standards.
- Our fully licensed and appropriately insured vehicle fleet providing national coverage and equipped with the necessary facilities for loading boxed or palletted records, i.e. hydraulic tailgates, cages, etc. (See below for further details of our in transit security features)
- Our comprehensive record tracking and audit systems.
- For scheduled collections, i.e. for an initial bulk uplift, records can be directly transferred to the storage facility
- no documents are ever left unattended in a vehicle (i.e. overnight)

Our transport and buildings are all equipped with tracking technology. We do not use external courier businesses for the transfer of customer records and we have an extensive fleet of owned and operated vehicles that can collect files, boxes and pallets.

In-Transit Security

- GPS tracking of all vehicles
- Maple Acer Red high security alarm system
- Ultrasonic detector (with override facility) to protect the cab
- Seismic sensor fitted to the front bulkhead
- High quality 125dB self-powered siren
- Both side and rear load doors automatically "slam-locks"
- Alarm wired to alarm pin switches on the drivers and passenger doors and magnetic reed switches to bonnet, side and rear load compartment doors.

Iron Mountain proposes to remove the 11,500 HSE owned artefacts from the current HSE / ONS record libraries and transport them to our secure Records Centre from where they would be transferred to our state of the art production scanning facility and scanned using our standard back file service.



The HSE / ONS records will be loaded into IM containers and each file recorded against a unique container number. Maintaining the security and integrity of all physical records and digital information in our care is a key focus and principle of our service. As such, our Chain of Custody process ensures a secure and fully auditable end-to-end service for records transfer and processing.

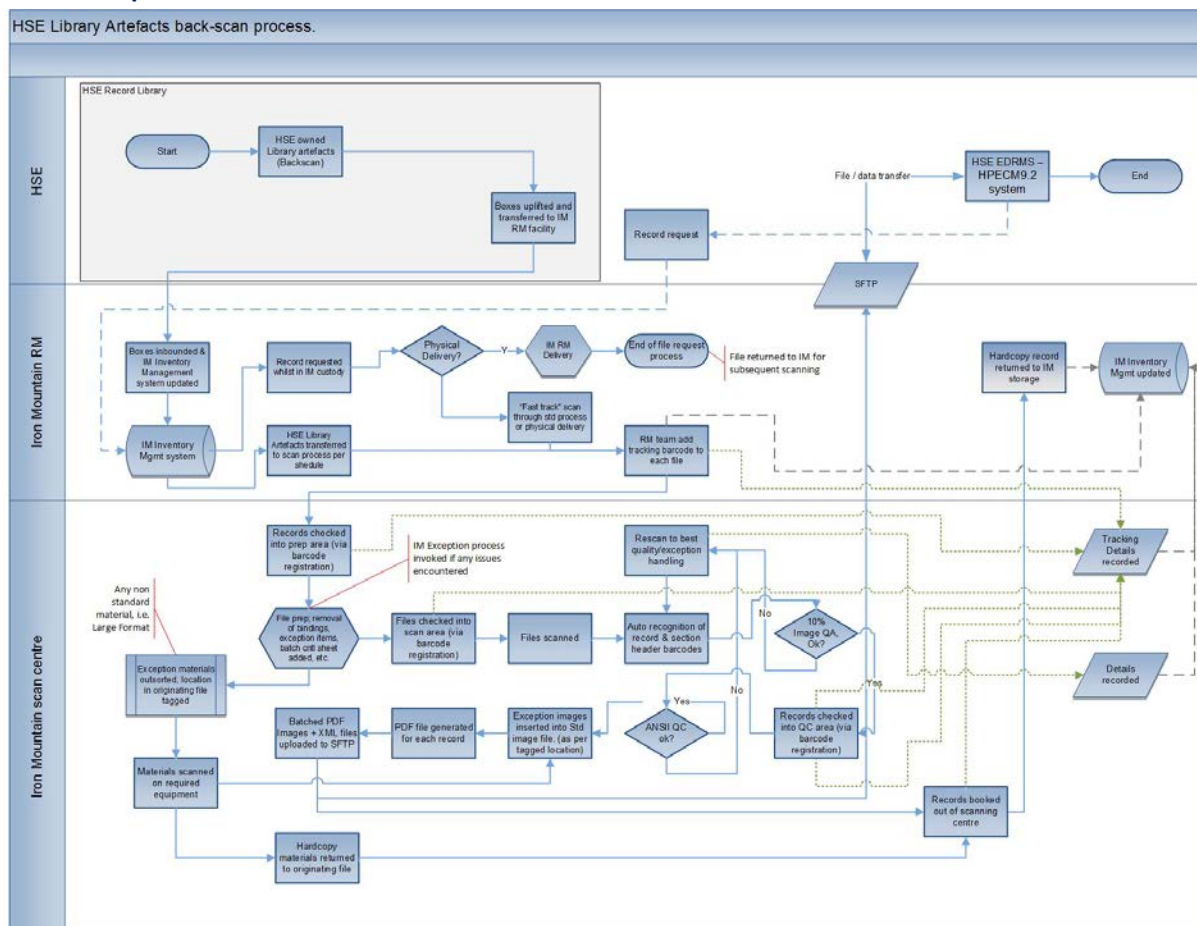
Uplift

The boxed 11,500 Library Artefacts will be transported to a secure Iron Mountain records management centre for temporary storage for onward transfer in smaller quantities to the scan centre. Typically, the following end-to-end record tracking process is applied:

1. Where required, Iron Mountain would provide the necessary quantities of record storage boxes, suitable for the transport of the records to the Iron Mountain storage centre.
2. Iron Mountain would also provide barcode labels for the boxes ("T-Labels"), which are used to track boxes, and used on the box manifest to associate contents at a file level with each box.
3. The records are prepared and placed into the boxes. To provide a flexible approach, this service can be provided by either the HSE / ONS records library team or, for an additional charge, by an Iron Mountain team. A paper manifest for each box cataloguing the contents of the box at a record level (i.e. Unique record ID) is created.
4. One copy of this manifest is retained by the HSE / ONS, and one copy of the manifest is placed in each box.
5. Where possible, a digital manifest is supplied by HSE / ONS, providing a file level inventory for the contents of each box together with all associated metadata for each record (i.e. a data feed from a PAS system). This can be incorporated into both the scan system (to validate indexing and drive the automatic creation of additional indexes) and our online records management portal for inventory management.
6. Iron Mountain recommends that the boxes be sealed with a tie wrap for additional security.
7. Upon collection of each consignment, the Iron Mountain driver scans the barcode of each box as it is loaded onto the van and signs for the boxes. This records the location of each box and allows Iron Mountain to track the box whilst in transit using our vehicle tracking systems.
8. The standard Iron Mountain T-Labels used on the boxes and the Sort Report available to Iron Mountain inbound teams allow Iron Mountain to identify the routing and activity required for each box.
9. Upon receipt at Iron Mountain, the boxes are progressed through our inbound process, with each box scanned to the Iron Mountain records management system using the barcodes provided and assigning them to a temporary storage location.

10. The boxes are then subsequently transferred to the Iron Mountain scanning centre according to the agreed schedule (taking into account overall timeframes for completion, priorities, availability of materials during conversion, etc.).

Back-scan process



11. Upon receipt at the scanning centre, the boxes are checked into a secure receiving area.
12. The boxes are then moved to the processing area within the scan centre, where the contents of each box are checked against the paper manifest in the box (at a record level). At this point, any discrepancies are flagged to HSE (the full details of this process are agreed during the project analysis phase).
13. This marks the start of the Iron Mountain scanning process through which the Chain of Custody and audit trail is maintained.
14. Preparation/Sorting. Records are examined for suitability prior to the scanning process. Any activity that involve removing, repairing or in any way altering the contents of the physical record prior to scanning (in order to enable it to be scanned) are recorded in the prep logs. Each record will be prepared following the process assigned and documented as part of the BS10008:2014 manual, with all binders removed and documents identified using barcode separation. Iron Mountain standard preparation activities for BS10008 process include:
 - a. Each Record will be processed by an individual prepping clerk

- b. The prepping clerk will carefully disassemble each record, and work through the contents logically front to back. Typically, Iron Mountain will expect to remove any staples, smooth down crumpled pages, and open folded pages and bent corners.
 - c. Any damaged pages will be repaired to allow them to be scanned and the activity recorded on the prep log
 - d. Photocopying of folder sleeves if information is required and pages with attachments, such as post-it notes to ensure integrity is retained for the document to show the original position and layout, and the detail underneath with the post-it note attached to a carrier page.
 - e. All photocopying that is to be scanned will be stamped to state 'certified copy of original' and is signed and dated by the operative to meet the BS10008 requirements and audit chain for evidential weight and legal admissibility.
 - f. Booklet-type documents and multi-page documents will be guillotined, carefully so as not to destroy any information at the edge of pages, and the pages then arranged in the originating sequence so as to maintain the correct layout of the booklet. However, this process can be discussed during the detailed specification stage.
 - g. Sensitive pages identified and noted for specialist scan activity
 - h. Colour documents identified and highlighted so the scan operator can switch to colour for these documents
 - i. Poor original sheets will be used and inserted where the preparation operative identifies a page which is of poor quality and unreadable – the characteristics of this activity will be agreed and identified at the drafting of the BIP10008 manual
 - j. Large format, long documents and flatbed documents will be out-sorted. Large format removal sheets (with document identity information added) are then used to denote the location in the record from which the large format was removed and will be scanned to ensure a visible placeholder for the scan of the large format to be inserted at the QC stage.
15. Scanning. An operator monitors image quality on an ongoing basis and checks for problems e.g. skewing, mis-feeds etc. Tracking logs at each stage in the process ensure that the number of batches, documents, pages and images are tracked through the process and all data received is scanned and provided back to HSE / ONS. Image and data quality is controlled using best practice policies, i.e. the use of automated image enhancement software to reduce the numbers of potential rescans and provide best quality images.
16. Indexing. The required image index fields are then populated using the data that exists in the IM Inventory Management system, with additional information entered manually or using a data feed from the HSE and EDRM systems (matching record unique identifiers with any other data existing in these systems). An additional quality assurance test then checks the image and associated index values for accuracy. After this, industry-leading Optical Character Recognition software can be run on the image if required, rendering the file text-searchable.
17. Quality Control
- a. Quality path - preparation
- Quality control starts with record preparation when we ensure that pages are suitable for scanning i.e. legible in their original form. In addition, we check that the sequencing of records is maintained and that any non scan-able items are correctly identified and managed.
- b. Quality path - capture process

The open path of the scanner allows a visual aspect to the scanning with immediate capability to stop the scanner in the event of issue and restart at the precise point as required.

c. Image Quality & Internal Rescan Process

In line with BS10008 guidelines, a separate stage is built into the capture workflow to provide for a separate image quality check based upon ANSI statistical sampling. The image quality check is undertaken by a separate operator to the scan operator to ensure an unbiased quality view. This will also have set the quality benchmark using sample files to measure quality and provide a base for comparison in the event of rescan. A description of readable and non-readable image quality is as follows;

- Good image quality – an image that is readable or legible with all data available on the image readable. A good quality image may have a line through it or the edge may be folded, but these do not impair the ability to read the text or content.
- Poor Image quality - an image with data which is unreadable or illegible due to scanning activity such as a crease in the page, folded corner which obscures text.

18. Upload. The scanned images and index data are then transferred via sFTP, for upload into the HSE HPECM9.2 system.

Note: If a request for a file is made for a file during the backfile process, and the requested file is in Iron Mountain custody, the file will either be located and “fast tracked” through the scanning process or the physical file returned to HSE – whichever the most efficient method is in order to meet the agreed SLA. Any such requests could be initiated via the HSE EDRM systems and sent to the IM Inventory Management system or, as with physical retrieval requests, electronic retrieval orders can be placed via our secure, proprietary online portal. This ensures a consistent process and service for ease of use for all retrieval requests. Upon receipt of an authorised order, the required records are then retrieved and transferred to the scanning facility. As with our standard physical retrieval, every activity is scanned and logged within our inventory management system, thereby creating a complete audit trail to which HSE will have visibility through our proprietary online records management portal.

19. Once the records have been processed through the Iron Mountain scanning system, each record is returned to its originating container and then moved to a temporary storage location within the Iron Mountain scanning centre pending destruction (according to an agreed retention period).
20. The records are subsequently transferred to the secure destruction facility, with full audit and tracking at the box level using the box barcodes. The records can then be destroyed at a box level following the authorisation process agreed with HSE and a destruction certificate issued showing the box number, or where required and agreed, the individual record details.

2.17 Describe how you will undertake the wholesale destruction exercise required to implement the revised HSE file retention and destruction policy. Detail your intended timetable and the amount of resource that will be required to complete the exercise. 3 – Tim/Iain

Iron Mountain would ideally like to complete the destruction of any records prior to completing the moved from the Cherry Lane facility. In order to complete this, Iron Mountain staff will need to be able to access HSE/ONR Trim system. Orders will be created for all eligible files for destruction in batches of 200, with all records being picked and scan confirmed when located. Items will be loaded into destruction sacks and secured with and cable tie. All sacks will be collected by an Iron Mountain vehicle and transport back to the Iron Mountain facility for destruction. Once the destruction is completed a destruction certificate will be provided to HSE/ONR.

The below table provide an estimated timeframe in order to complete the work, based on activities provided by Interserve staff. The table at the top is the APH completed when staff working in concentrated areas and the table below is for working sporadically across the site. Should Iron Mountain be successful with their bid, more time will be spent to understand more accurate timeframes. Iron Mountain can also use additional staff to reduce timeframe if required.

HSE Files for Destruction				
Total Files	APH	Total Hours	Total Staff	Weeks
84,396	54	1,562.89	4	10

HSE Files for Destruction				
Total Files	APH	Total Hours	Total Staff	Weeks
84,396	18	4,688.67	4	29

Due to having a number of volumes identified as missing, Iron Mountain do not believe it to be sensible to destroy at box level.

2.18 Provide details of who you will appoint to manage the contract on your behalf. Describe their role and their previous experience in undertaking this role. Provide a copy of their CV.

Russell Krämer – Account Director.

HSE/ONR will benefit from a named, allocated Strategic Account Manager (Account manager) who is part of our dedicated Public Sector team. This will be Russell Krämer.

Russell joined Iron Mountain on the 8th December 2016 as an Account Director working within the Public Sector team. He manages the Records Management Service contract for the Department for Work and Pensions, which has complex bespoke record management systems in place requiring a specific skill set delivering service excellence within the public sector. Russell has full SC clearance.

- Previous similar Contracts held, including any experience of working on other Government programmes of similar complexity / challenges to the Programme;

Russell has over 9 years' experience working closely with the DWP's Commercial Directorate to deliver transformation and service improvements whilst also identifying initiatives that align with the Departments strategies.

Department for Work and Pensions

This contract is extremely complex with bespoke record management systems in place and a dedicated storage facility providing all required services ranging from intake and retrieval right through to customer interface & IT support. Various projects have been completed which range from major site migration through to complex inventory management involving management of on-site staff for specific projects. We are currently working on projects to assist with the Authority's vision to reduce paper as well as ensuring compliance against the Authority's retention schedules.

- Any relevant references or citations;

Russell has over 13 years' experience successfully delivering Central Government contracts with an extensive background in leading complex transformation and change programmes to achieve strategic objectives. His experience within the Public sector includes delivering and managing key Central Government contracts where he has held senior positions including;

- Chief Executive successfully operating the Gas Safe Register on behalf of the HSE
- Managing Director for Secure Border Services delivering Contact and Case Management as well as Voluntary Departures on behalf of the Home Office
- Managing Director delivering the Green Deal Home Improvement Fund on behalf of DECC.

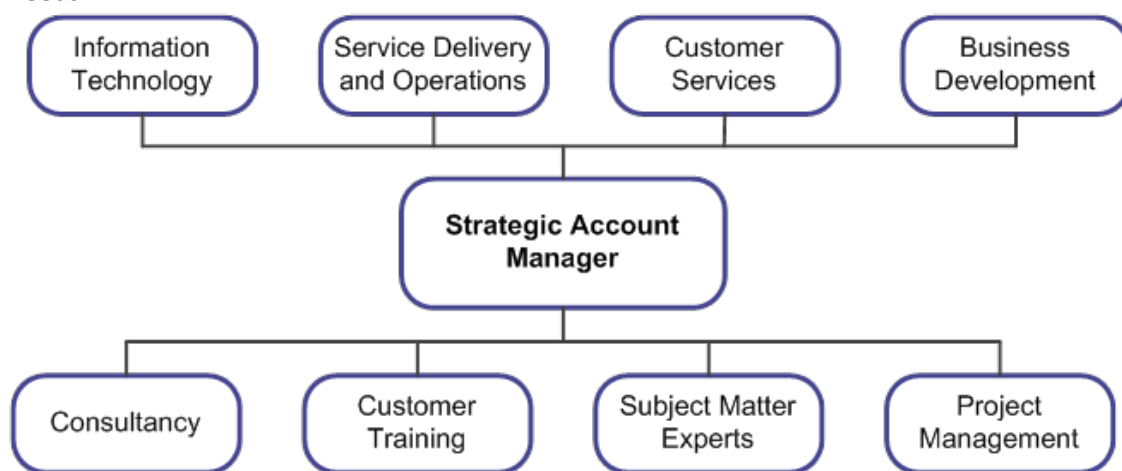
References can be sought from Russell's existing client portfolio should further validation be required.

- The candidate's proposals for making themselves available during the delivery of the Contract Services.

Russell has the capacity to manage the HSE account should our bid be successful. Russell will be your key point of contact for Contract Management. In addition, Russell will have overall responsibility for providing

you with the highest standard of customer care whilst overseeing your Account management plan, and relationship with Iron Mountain. An experienced team responsible for delivering service excellence will support Russell achieve this aim.

HSE/ONR will benefit from a named, allocated Strategic Account Manager (Account manager) who is part of our dedicated Public Sector team. This will be Russell Krämer. Russell will ensure that we deliver on our service commitments and you benefit from our full suite of services. Russell is an experienced professional who will continue to work with you to develop our relationship into a long-term partnership that supports your business. He has an in-depth understanding of our wide range of services and is experienced in supporting our customers to achieve their business objectives by aligning our internal resources. By developing a close working relationship with you, Russell engages our internal support functions to deliver continuous improvement and evolve our service to ensure that it meets both your current and future needs.



By procuring services under the CCS Framework, you will also be supported by the Framework Manager, Ellis Mugridge. Ellis is responsible for the management of all Public Sector accounts within the Framework, ensuring that best practice and government specific needs are met at all times. Ellis will attend annual strategy discussions and will be your first point of escalation.

Our dedicated Customer Services Helpdesk will further support you, which is available 24/7/365. They are able to help you with the following issues via telephone, fax or email:

- Consistent order entry
- Retrievals / deliveries
- Supplies
- Pick-ups
- Special projects
- Service information / order status
- General enquiries
- Inventory research
- Authorised user updates
- Ship-to address updates
- Emergency “after hours” order processing.

2.20 Detail how you will:

- (i) meet HSE and ONR's management information requirements described in paragraph 29 of Schedule A; and
- (ii) provide HSE and ONR with access to the information necessary to be able to verify and evaluate your performance against the service levels detailed in Annex E of Schedule A.

In respect of any calendar month, within 10 (ten) Business Days following the end of that calendar month, Iron Mountain will provide HSE/ONR monthly performance reports, a set of soft-copy reports to verify Iron Mountains performance and compliance with the Service Levels for that calendar month. If requested by HSE/ONR Iron Mountain will provide detailed supporting information for each report to HSE/ONR in an electronic form suitable for use by HSE/ONR. The data and detailed supporting information shall be in HSE/ONR Confidential Information.

Include details of any BI system that will be made available; how it will be accessed and when it will be available. Additionally, detail the standard suite of MI reports available within the system; the full range of information available through the system and the capability HSE and ONR will have to independently interrogate the system and produce their own ad-hoc MI reports when required.

Backfile Reporting

[REDACTED]

[REDACTED] such as:

- Volume of documents processed - Standard Scanning
- Volume of images processed – Standard Scanning
- Time image created and transferred - Standard Scanning
- Index quality
- Exceptions

A sample report has been attached to demonstrate the type of MI available and the level of detail available to our records management customers. All aspects of this report can be tailored to HSE's needs to ensure the required information is provided. Please see Appendix 2.20.

2.21 Describe how you will and report on all aspects of service delivery – including as a minimum performance against the Service Levels detailed in Annex E of Schedule A.

HSE/ONR will have a dedicated Account Manager (Russell Krämer) who is detailed to manage all requirements aligned to this contract. This will include providing clear guidance and advice on all aspects of the records management service. In addition, they will identify service improvements and business efficiencies on an ongoing basis by holding monthly service review meetings with key LBL personnel.

Our Account Manager's are experienced professionals, responsible for developing long-term partnerships and are your single point of contact with us. Each Account Manager is supported by a large team to ensure that we consistently deliver service excellence.

The Account Manager is responsible for:

- Managing the delivery of service to agreed service levels
- Facilitating joint review meetings to discuss service performance
- Providing key service metrics and reports to enable you to have total visibility of our service
- Pro-active identification of business efficiencies, new technologies and potential cost savings
- Providing industry knowledge and trend information
- Providing training to your employees on the use of our systems and applications to enable service requests to be efficiently made
- Gaining feedback on the quality of our service
- Developing an effective and mutually relationship between the two organisations.

1 **MI and Reporting**

Consistency and quality of service will be fully supported by your Account Manager who will agree a monthly review agenda in line with your requirements. Service activity will be evidenced via a suite of management information (MI) reports and presentations. This MI will provide you with visibility of our service performance and cost control.

This will allow you to review and manage our performance against agreed Service Level Agreement (SLA). During the implementation, we will consult with you to define and agree our key performance indicators and the level of service you require. Additionally, you will benefit from strategic analysis and advice to assist in managing your document management needs throughout the length of the contract. We are experienced in monitoring and measuring the performance of our service using a scorecard methodology in line with agreed SLAs.

The content and format of these performance scorecards will be agreed during the implementation to ensure that you have the level of visibility you want, including service performance.

These MI reports and the scorecards can be delivered monthly as requested, and will form the basis of our quarterly review meetings, enabling us to discuss our service openly and honestly. Any areas for improvement will be jointly discussed and potential solutions and suggestions will be communicated to you directly.

HSE may also be able to generate certain Reports through Iron Mountains portal. A typical example of the types of information and reports available are detailed below, however these can be altered as needed to suit HSE's requirement

Table A

Component	Summary
Statement	Statement of outstanding invoices across all accounts
Authorised User	List of all current Customer Authorised Users
SLAs	Summary of whether Service Level criteria have been met for collection and retrieval services
Unlocateable Files	Summary of all files requested for the past month which Supplier was unable to locate
Unlocateable Boxes	Summary of all boxes requested for the past month which Supplier was unable to locate
Rush Orders	List of all 'Rush Retrieval' orders placed for the previous month
Out Boxes	Inventory of all boxes showing 'OUT' status across all Customer accounts. Such inventory shall contain the following information: Client Code, SKPBox Number, Service Location ID, Customer Box Number, Record Code, Division ID, Department ID, Order Number, Contact, Last Out Date, Count Days Out, Major Description, Minor Description, Destruction Date, Received Date, Box Type, Cubic Feet
Out Box Summary	Year to date graph comparing boxes on a monthly basis which have been 'Out' over & under 6 months
Out File Summary	Year to date graph comparing files on a monthly basis which have been 'Out' over & under 6 months
Box Retrieval	Inventory of all boxes placed on a retrieval order for the previous month. Such inventory shall contain the following information: Client Code, Order Created, Order Number, SKP Box Number, Location, Division ID, Department ID, Order Status, Order Received Type, Delivery Priority, Order Type Description, Order Request Date, Arrival Date, Order Contact Post Code
File Retrieval	Inventory of all files placed on a retrieval order for the previous month. Such inventory shall contain the following information: Client Code, SKP Box Number, File Description 1, Location ID, Customer Box Number, Record Code, Division ID, Department ID, Order Number, Contact, Last Out Date, Count Days Out, Destruction Date, Received Date, Box Type, Cubic Feet
Boxes & Files - Storage	<p>Summary by month for the past 12 months, by Customer Service Recipient & by Service Location where the boxes & files are stored:</p> <ul style="list-style-type: none"> - Intake / disposals/ retrievals/perm outs/ and total in storage of boxes and files (for box numbers this would need to be by box size) <p>The Customer acknowledges that the level of detail of the information able to be provided by the Supplier for this component will be dependent on information provided by the Customer</p>

Boxes & Files - Duration of Storage	<p>A table showing the total number of boxes & files by Customer Service Recipient & by time they have been in storage from the original date of entry for storage into the Service Location e.g. 0-6 months, 12 – 24 months, 25-48 months, 48months – 84 months, 84months+. Within each of these groupings a sub total of the number of files that have been requested in the past 24 months shall be provided</p> <p>The Customer acknowledges that the level of detail of the information able to be provided by the Supplier for this component will be dependent on information provided by the Customer</p>
Eligibility Summary	Monthly graph summarising total number of boxes eligible for destruction review, and amount of cubic feet which those boxes equate to
Location and Volume	Breakdown by Service Recipient or agreed Customer account ID, showing total volume of boxes & cubic foot by Service Location
Activity and Spend Summary	Year to date summary of activity and costs across Customer's accounts/Service Recipients
Electronic Invoice	Displays previous month's invoice per account/Service Recipient
Distribution of Charges	Displays Charges made against individual Service Recipients, accounts, divisions and departments
Box Retrieval Vs Box Refile	Year to date graph displaying the number of box retrievals per month vs. number of box refiles
File Retrieval vs. File Refile	Year to date graph displaying the number of file retrievals per month vs. number of files refiles
OS Retrieval vs. OS Refile	Year to date graph displaying the number of Open Shelf file retrievals per month vs. number of Open Shelf refiles
New Intake vs. Box Supplies	Year to date graph displaying new boxes sent into storage against number of box supplies ordered
Box Supply Breakdown	Year to date graph showing number of boxes ordered each month, broken down by standard Supplier sizes
Boxes in storage	Year to date graph showing volume of boxes stored in the Service Locations and cubic foot equivalent on a monthly basis
Files in storage	Year to date graph showing volume of files stored in the Service Locations and cubic foot equivalent on a monthly basis
Storage vs. Service- Graph	Year to date graph showing breakdown of monthly amount showing storage spend vs. service spend
Total Spend	<p>Year to date graph showing breakdown of monthly amount spent on:</p> <p>Storage – number of boxes x Storage Charges;</p> <p>Service – other services not charged as Storage or transport;</p> <p>Transport – dedicated Vehicle charge, per trip charges and mileage where charged on this basis</p>
Cost and Activity	Year to date monthly cost and activity report

TABLE B

Component	Summary
Cost & Activity Group	Year to Date Summary of activity and costs broken down via Digital Media Account ID's
Cost & Activity Consolidated Group	Year to Date Summary of activity and costs consolidated across all Customer Digital Media accounts (broken down by line item rather than Account ID)
Cost & Activity Group No Activity	Year to Date Summary of costs broken down by Digital Media account ID's, which are storage only Accounts.
Cost & Activity Group Just Activity	Year to Date Summary of costs broken down by active (i.e. utilise scheduled services/actively recall tapes) Digital Media Account ID's

2.22 Provide a copy of your Business Continuity and Disaster Recovery Plan you have in place to ensure continued service delivery should it become necessary.

Comprehensive business continuity arrangements

In fully supporting the requirements of HSE and ONR, Iron Mountain is committed to ensuring its organisational resilience through an effective business continuity policy that ensures effective delivery of essential products and services in the event of emergencies or disruptions. This policy ensures Iron Mountain continues operating its core business during unplanned disruptions, meeting its obligations to both customers and regulators, and protecting the Iron Mountain brand and stakeholders interests.

Our extensive operational network (85 Secure Records Management Facilities UK wide) coupled with an in-house vehicle fleet of over 250 vehicles will ensure that HSE and ONR records will be supported by a partner that can react quickly to support continuity arrangements should something unexpected occur. We have the operational ability in an emergency, to move inventory quickly and securely across a number of other locations and ensure that information management professionals at all times protects our customer's records. Iron Mountain adheres to industry standard best practices (ISO 22301) in relation to Business Continuity planning and execution and it is policy and procedure for location managers to review and update their individual Business Continuity Plan (BCP) on an annual basis or within a 12-month period.

We have provided an operational example of a Field Business Continuity Plan or "BCP". This is an operational template that has been designed to provide an overall management process as well as the underlying foundational structure for the 85 secure locations that we manage today, and that enables the appropriate level of response and recovery to an incident and potential crisis.

The plan identifies the organization response structure and provides guidance on the activities that may occur to assess the situation, decide whether to activate the appropriate teams, escalate the situation, or decide whether to activate the Business Continuity Plans (BC Plans) and manage and monitor response activities throughout the life cycle of the situation. Please see Appendix 2.22

Business Continuity Management System (BCMS) overview

In addition, we have included a Business Continuity Management System (BCMS) Overview, which provides a high-level overview of the implemented Iron Mountain programs that help ensure the continuous availability of business operations and/or the safety of personnel. The brief provides an overview of the organizations response structure and activities in responding to an unplanned event. Please see Appendix 2.22a

Organisational response structure

The Iron Mountain organisational response structure is segmented to address three strategic areas (Emergency, Business Continuity, and Crisis Management). Each of these segments is outlined below and forms the basis for the remainder of this Executive Brief.

- Emergency Response Management, which is designed to manage responses and actions to site emergencies, and is focused on the life / safety of employees, visitors, etc.
- Business Continuity Management, which is designed to manage the response and recovery of the technical infrastructure (Disaster Recovery Plans) and business operations (Business Continuity Plans) within the Business Continuity Management Program.

- Crisis Management is designed to facilitate a team of executives, role players and the appropriate business owners of critical functions who are responsible for managing and supporting response and recovery activities during a crisis event.

From a systems perspective, information security management forums (specifically capturing IT and systems related risks) are in place as part of our UK ISO27001 certification, whereby monthly meetings ensure that identified technological and systems related risks are continuously evaluated, analysed and reviewed with appropriate mitigation plans and measures implemented where deemed necessary. In addition, Iron Mountain will not be subcontracting any element of this contract or service delivery to maintain the security and single chain of custody on sensitive HSE and ONR records.

2.23 Both HSE and ONR have occasion to submit information of historical importance within Records for Permanent preservation at The National Archives (TNA). Confirm whether you have any capability and experience in this area and describe the range and type of assistance you are able to offer in terms of identifying such information.

We operate a dedicated File Review team responsible for helping department's accession records to The National Archive (TNA) and meet their obligations under the Public Records Act and 20-year rule change. We provide file review services to six clients including HMT, DOH and CPS. Projects include full sensitivity review and incorporate cataloguing services. We have unrivalled experience in delivering these services, mobilising qualified teams and building successful collaboration with both departments and TNA.

Our approach to managing sensitivity reviews has been developed and proven since 2012. We have developed extensive experience providing Fully Managed Sensitivity Review Services to HM Treasury and Crown Prosecution Service, and in working with The National Archive (TNA) and adhering to their guidelines.

In advance of an agreed Sensitivity Review Induction, we will research and request information required to fully understand your requirements, maximising value from the initial Induction meeting. Information requested may include:

- A copy of the your Sensitivity Guidelines
- Full contact details for the your Information Management and Records Teams, and overall responsible owner on the project
- Details on records types, records content and record volumes in scope
- Indication on project timeline and any significant implications of challenges faced
- Trigger words or sensitive information and their criteria for redaction
- What information has previously been deemed of historical value and subject to TNA transfer
- Potential FOI exemptions and previous examples which can be shared
- Schedule for future meetings

Additionally, we will provide background on our service capability and details on our team, roles and responsibilities, including background on our assigned Project Manager, Subject Matter Experts and Sensitivity Reviewers (Triage and Fully Managed).

To ensure robust and effective project delivery, we will assign a project manager as a dedicated point of contact throughout the project duration. Our project manager and an assigned subject matter expert will attend the initial sensitivity induction to establish the key project criteria, quantities in scope and potential risks or sensitivities within the project.

Post the Sensitivity Review Induction we will produce a project plan that includes clearly defined terms of reference. The plan will capture all requirements and the timeframe required to complete the project based on our throughput analysis. This document will be agreed and signed by both parties. Within the project scope, specific details will be defined, which includes but not limited to:

- sensitive information to be considered, trigger words, phrases and Subject Matter
- sensitive information that may require Redacting from the Record(s)
- information that may result in a records being considered Closed, Partially, Closed and/ or retained and how to apply the records closure date

- indication of FOI Exemptions that both apply and don't apply

Our experienced sensitivity review team will provide services based on your requirements as documented in the project plan and terms of reference. They will also highlight any items they believe may be sensitive even if they are outside the project scope and these will be referred to the SSR for final decision.

2.24 What training and/or guidance do you offer in relation to the use of your Records Management solution? What form does that training/guidance take? In relation to any face-to-face training, where will this take place and what are the standard class sizes? What guidance and/or training material are you able to make available to HSE and ONR to be used in the training of Client Side staff?

We have extensive experience in supporting customers and aligning user management training for our systems. We have provided training on our systems to over 100,000 clients, including over 300 in the public sector. All our customer-facing systems, including IMConnect, which is available free of charge for HSE and ONR to place orders, are internet-based and therefore do not require any installation. A beta version will be available for testing and the system will not be put to 'go-live' until it is approved by the key stakeholders identified by HSE and ONR.

We provide face-to-face or webinar training as required to meet the needs of different users groups across the organisations. This can be provided on a series of dates to enable all users to join – 'mop-up' sessions can also be organised in addition to the main programme of training sessions. The training will be fully supported by documented training material, which is continually updated and made available via an online portal. There is no charge for the set-up of IMConnect or any of the associated training.

COSTS

Complete the tables below providing a full breakdown of any and all potential costs associated with delivery of the required services. Costs should be quoted in £ sterling (exclusive of VAT). Whilst noting that the contract award decision will be made on the basis of the combined services costs, separate costs should be provided for the HSE and ONR services.

As discussed during the supplier event, Iron Mountain has experience working with Government departments in order to provide flexible commercial models in order to mitigate the high cost of change coupled with HSE's ongoing cost related to the Cherry Lane facility. To alleviate this potential budgetary issue, we are open to agreeing alternative commercial models where elements of the cost of change are amortised or deferred over a contracted period.

HSE COSTS

Description	HSE Costs	Costs breakdown – Explain how individual costs are calculated. Provide details of resources activities and labour rates, software and licencing costs etc.
Service design phase Costs associated with resourcing a planning phase to establish an approach and plan to deliver the uplift, transportation and ingestion of the existing archive, plus the design of the new end-to-end service model.	£0.00	All resourcing costs for initial planning and design of services are included in individual project activities outlined below.
Migration activities Costs associated with the migration of existing archives from Cherry Lane to the new storage premises. These costs should include:	Uplift of remaining HSE (post destruction) & CRD records 19,125 boxes £151,003	Uplift of existing HSE/CRD archives and decoupling HSE from ONR records. Total 166 estimated working days based on 5 day per week operations. Box supply assumes 19,125 new boxes required post the segregation of records for destruction and subsequent consolidation of

<ul style="list-style-type: none"> • Uplift of existing archives • Transportation to the storage facility • Ingestion of files into new service – to include all file compression activities • IT infrastructure and systems integration activities • On-going storage costs 	<p>Box supply and assembly £29,202</p> <p>Transport to offsite storage £37,779</p> <p>Ingestion of Boxes and Put Away £19,125</p> <p>IT Costs IM Link One Off Costs £36,250</p> <p>IT Costs IM Link Annual Costs £23,250</p> <p>Ongoing Annual Storage £41,769</p>	<p>remaining records for off storage. Box size 1.4 cuft per box.</p> <p>Transport assumes approx. 34 trips using articulated vehicles from Cherry Lane to Iron Mountain offsite storage facility.</p> <p>Ingestion of records based on 19,125 boxes inbound at offsite storage facility and put away to shelf.</p> <p>IT costs for IM Link integrated into single instance of CM9. One off cost of £72,500. and annual change of £4,650 split equally between HSE and ONR. Should either ONR or HSE no longer require IM, full cost to be covered by the other party.</p> <p>On-going storage costs based on total cubic foot storage for HSE/CRD of 26,775 cuft. Storage volumes charged at £0.13 cuft per month and applied over 7 year contract period. Storage costs based on 50% lower storage volumes after the initial and recommended destruction activity of 84,396 HSE files highlighted below, has taken place.</p>
<p>File destruction</p> <p>Costs of file destruction services for initial cull of HSE archives – assumed to be 50% of collection within first 2 years</p>	<p>One off upfront project cost at point of initial uplift £56,487</p>	<p>Cost of project resource for initial destruction project undertaken at Cherry Lane warehouse prior to records transfer to Iron Mountain offsite facility. Assumes 84,396 HSE records segregated, transferred offsite and processed through our end of life destruction process, with compliant destruction certificates provided. Costed on basis of 69 man day in total using 6 FTE to meet project timelines.</p>

File destruction Cost of destruction services - Business as usual destruction services, based on a per file price	£0.96	Unit rate of £0.96 per box or file for BAU Activity. As per RM3781 Framework rate card included in our submission.																										
Scanning Cost of one-off exercise to back scan 11,500 artefacts from HSE’s occupational health library collection	£84,604.43	<table><tr><th colspan="4">Digitisation Pricing</th></tr><tr><th>Service</th><th>Volumes</th><th>Unit Price</th><th>Total</th></tr><tr><td>Scanning setup Configuration, testing, UAT.</td><td>1</td><td>£2,500.00</td><td>£2,500.00</td></tr><tr><td>Project Management</td><td>1</td><td>£1,633.18</td><td>£1,633.18</td></tr><tr><td>Backfile Document preparation, registration, scanning, QA, index keying and output .PDF files to ILM sFTP.</td><td>Estimated 2,587,500 images</td><td>£0.0311</td><td>£80,471.25</td></tr><tr><td colspan="3">Total Estimated year1 costs for Back-Scan and day forward</td><td>£84,604.43</td></tr></table>			Digitisation Pricing				Service	Volumes	Unit Price	Total	Scanning setup Configuration, testing, UAT.	1	£2,500.00	£2,500.00	Project Management	1	£1,633.18	£1,633.18	Backfile Document preparation, registration, scanning, QA, index keying and output .PDF files to ILM sFTP.	Estimated 2,587,500 images	£0.0311	£80,471.25	Total Estimated year1 costs for Back-Scan and day forward			£84,604.43
Digitisation Pricing																												
Service	Volumes	Unit Price	Total																									
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Total Estimated year1 costs for Back-Scan and day forward			£84,604.43																									
File retrieval costs File retrieval costs (presented as single unit costs)		Urgent Requests (retrieval within 4 hours)	Priority Requests (retrieval within 24 hours)	Standard Requests (retrieval within 48 hours)																								
Scan on Demand – where a file is retrieved from the archive, scanned and delivered electronically to the requestor, with the original file being destroyed (or retained as required).		£0.35 per image As per RM3781 Rate Card and excludes physical file destruction	£0.35 per image As per RM3781 Rate Card and excludes physical file destruction	£0.35 per image As per RM3781 Rate Card and excludes physical file destruction																								
Retrieval of a physical file – where a paper file is retrieved from the archive, transported to the requestor, subsequently returned to the suppliers premises			Retrieval £0.67 Handling per box or bundled files £0.434	Retrieval £0.67 Handling per box or bundles files £0.434																								

and placed back in the archive.		Per Trip Transport Charge £12.41	Per Trip Transport Charge £12.41
New physical files Cost of submitting a new physical file into the archive. These costs should include: Ingestion of file Transport to the storage facility On-going storage costs	£13.64 plus £0.13 cuft storage dependant on file size	New Records Intake £0.80 per records Handling £0.434 per box or bundled files Trip Charge £12.41 per trip Storage £0.13 per cuft per month	
Other costs Any and all additional costs and charges associated with the service i.e. contract management activity and other overheads	3 month staffing cost £23,470 Redundancy costs £29,737	Ongoing staffing costs covering 3 x TUPE transferred employees for 3 months. Includes basic salary, pension, National Insurance, holiday and management fee etc. Redundancy costs (worst case senario) based on information avaiable from HSE and provided to Iron Mountain prior to bid submission. Costs allocated to HSE on basis staff in scope of transfer are associated with HSE's current facilities management contract.	

ONR COSTS

Description	ONR Costs	Costs breakdown – Explain how individual costs are calculated. Provide details of resources activities and labour rates, software and licencing costs etc.
Service design phase Costs associated with resourcing a planning phase to establish an approach and plan to deliver the uplift, transportation and ingestion of the existing archive, plus the design of the new end-to-end service model.	£0.00	All resourcing costs for initial planning and design of services are included in individual project activities outlined below.
Migration activities Costs associated with the migration of existing archives from Cherry Lane to the new storage premises. These costs should include: <ul style="list-style-type: none"> • Uplift of existing archives • Transportation to the storage facility • Ingestion of files into new service – to include all file compression activities • IT infrastructure and systems integration activities • On-going storage costs 	<p>Uplift ONR records 19,125 boxes £30,430</p> <p>Box supply and assembly £5,816</p> <p>Transport to offsite storage £8,293</p> <p>Ingestion of Boxes and Put Away £3,809</p> <p>IT Costs</p>	<p>Uplift of existing ONR archives and decoupling HSE from ONR. Total 23 estimated working days based on 5 day per week operations.</p> <p>Box supply assumes 3,809 new boxes required post segregation of ONR records for consolidation of remaining records to off storage. Box size 1.4 cuft per box.</p> <p>Transport assumes approx. 9 trips using articulated vehicles from Cherry Lane to Iron Mountain offsite storage facility.</p> <p>Ingestion of records based on 3,809 boxes inbound at offsite storage facility and put away to shelf.</p> <p>IT costs for IM Link integrated into single instance of CM9. One off costs of £72,500. and annual change of £4650 split equally</p>

	IM Link One Off Costs £36,250	between HSE and ONR. Should either ONR or HSE no-longer require IM, full cost to be covered by the other party.		
	IT Costs IM Link Annual Costs £2325	On-going storage costs based on total of 5333 cubic foot storage for ONR. Cuft volumes charged at £0.13 per cuft per month over 7 year contract.		
	Ongoing Annual Storage £8,318.85			
File destruction Costs of file destruction services for initial cull of HSE archives – assumed to be 50% of collection within first 2 years	N/A	It is our understanding that ONR are not destroying any records.		
File destruction Cost of destruction services - Business as usual destruction services, based on a per file price	£0.96	Unit rate of £0.96 per box or file for BAU Activity. As per RM3781 Framework rate card included in our submission.		
File retrieval costs File retrieval costs (presented as single unit costs)		Urgent Requests (retrieval within 4 hours)	Priority Requests (retrieval within 24 hours)	Standard Requests (retrieval within 48 hours)
Scan on Demand – where a file is retrieved from the archive, scanned and delivered electronically to the requestor, with the original		£0.35 per image	£0.35 per image	£0.35 per image

file being destroyed (or retained as required).		As per RM3781 Rate Card and excludes physical file destruction	As per RM3781 Rate Card and excludes physical file destruction	As per RM3781 Rate Card and excludes physical file destruction
Retrieval of a physical file – where a paper file is retrieved from the archive, transported to the requestor, subsequently returned to the suppliers premises and placed back in the archive.			Retrieval £0.67 Handling per box or bundled files £0.434 Per Trip Transport Charge £12.41	Retrieval £0.67 Handling per box or bundles files £0.434 Per Trip Transport Charge £12.41
New physical files Cost of submitting a new physical file into the archive. These costs should include: Ingestion of file Transport to the storage facility On-going storage costs	£13.64 plus £0.13 cuft storage dependant on file size	New Records Intake £0.80 per records Handling £0.434 per box or bundled files Trip Charge £12.41 per trip Storage £0.13 per cuft per month		
Other costs Any and all additional costs and charges associated with the service i.e. contract management activity and other overheads	N/A	None		
Future onward migration costs	N/A			

Migrate ONR to SharePoint Online		Not Applicable. Clarification raised and confirmed that ONR to manage migration.
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Proposal review and caveats

Phased approach to inventory management and initial uplift from Cherry Lane

Iron Mountain's approach to initial uplift and ongoing service ensures that we offer HSE/ONR solutions & efficiencies from the onset of the contract. Our project team will split the initial uplift of the records from the Cherry Lane Facility into 3 phases. This will provide HSE/ONR with a structured approach aimed to limit disruption to the current service, ensure that knowledge is retained and transferred, and that the project is run as efficiently and compliantly as possible. We have outlined the three phases below, and the rationale for our approach.

Phase 1 – Iron Mountain believe that the destruction of records have to be completed from the Cherry Lane facility, rather than be uplifted to an IM facility and then completed at a later date. This is a more cost effective approach and it limits the double handling of a record, thus reducing costs to HSE. This will reduce picking, returns, transport and project costs during the contract.

Phase 2 – Iron Mountain will pick all records in location order at file level, confirming every record prior to being placed into a new barcoded box. We will utilise the existing staff at Cherry Lane to assist with data entry and to add boxes and any additional records located into the Content Manager system. It is critical that every file is validated and logged onto the system and that system data mirrors the remaining inventory in scope. This will ensure that any missing or unrecorded files are located/highlighted therefore maintaining compliance and governance of the records and meeting future GDPR obligations.

Phase 3 – Our project team will again pick each record according to departmental ownership. The record will then be split into boxes by department in preparation for transfer off-site. When we locate mixed division boxes the files will be split and scanned to boxes barcoded for either ONR or HSE.

Operational Assumptions:

- IM will require the staff in scope of TUPE at Cherry Lane to help with the uplift and system access and maintenance.
- We have assumed that staff in scope of TUPE will transfer and be retained for a maximum of 3 months to support with successful project uplift.
- In order to complete the work by September, we will require system access and project environment.
- We will look to complete the successful project transition of records of site by September (based upon current procurement scheduling). All costings are calculated on a Monday – Friday. Should there be delays outside of these days and weekend work has to be completed, additional costs may be incurred.

IT Caveats:

- Costs include set-up and testing of IM Link for data files to / from HSE's CM 9.1. system
- Costs include analysis, mapping, cleansing and upload of inventory data extract from HSE's CM 9.1. system to SKP

- Assumes set-up and configuration of standard SKP Image on Demand (IoD) at Stafford Mustang
- We have assumed that HSE / ONR will use their CM 9.1 system for creating and updating information against file and box records and for placing orders with Iron Mountain
- We have assumed that IM staff will have access to HSE / ONR CM 9.1. for cataloguing existing and new records.
- We have assumed that HSE will be responsible for configuring their CM 9.1. system to create and receive IM Link data files
- OUT OF SCOPE: Digital Solutions cost to create "scan on demand" solution that transfer images to HSE's network / systems.
- OUT OF SCOPE: Any work on HSEs CM 9.1. including configuration, data extraction or data migration.

Backfile Scanning of Library Artefacts - Volume Profile

Total quantity of Library Artefacts.....	11,500
Number of pages per record.....	150
Total pages.....	1,725,000
Percent Duplexed.....	50%
Total Number of Images.....	2,587,500

Type of Files, how we will receive them & project timelines.

- Uplift of Library Artefacts from HSE as per agreed schedule using IM transport;
- Scanning 09.00-17.00, Mon to Fri only (TBC)
- No priority scan service required.

Scanning Method Process and Assumptions:

Scanning method to be as follows:

- Prep each file as a single batch (due to size of files).
 - Assume **STANDARD** -- having moderately fastened documents (less than 1 fastener every 5 pages); 95% bond paper, remaining office type documents; 95%+ letter size and less than 1% require repair or mounting to the carrier sheets. Between 5 to 10 manual sorts. Less than 1% out sort (non-scan documents).
 - Removal of staples and other binding, inspecting a repairing pages as needed
 - Exception documents/activities to be charges at hourly rates
- Scan pages in sequence.
 - 200dpi colour
 - IM High volume scanning
 - Auto blank page deletion
- Sample QC images using Iron Mountains Statistical Sampling method.
- Index - Legacy:
 - SKP Box Barcode (auto)
 - SKP File Barcode (auto)

1. Record Number - 8 characters
2. Title – 20 characters (extracted from SKP)
3. Folder – 10 characters (extracted from SKP)
4. Author – 25 characters (extracted from SKP)
5. Orig creation date – 10 characters (extracted from SKP)
 - Record number will be visible on the front of each file.
 - Legacy indexing at file level - no document separation.
 - 1 PDF per file
- QC
 - Iron Mountain statistical sampling
- Output
 - 1 x Multipage Text searchable PDF (assumed - format TBC) per file
 - Output to IM sFTP
- Deprep
 - Basic reconstruction - banded in batches only
 - Post scanning, files re-boxed and stored for 90 days before destruction. HSE to provide destruction data

Pricing Notes:

1. The operation costs above are budgetary estimates based on initial volume estimates. Billing will be based on actual image volumes charged at the agreed per image rate.
2. Iron Mountain reserves the right to charge a minimum fee of 80% of the total estimated charge within this proposal should the total volume fall below 80% of the estimated volume documented.
3. Exceptional items will be charged at agreed rates. Rate card to be confirmed.

HR/TUPE Assumptions:

1. TUPE will apply to the staff identified as in-scope
2. That the terms and conditions of colleagues within TUPE scope are able to move onto IM pension scheme
3. Any inherited costs relating to bonuses, allowances or other benefits situation that we have no visibility of at this stage accrued/ carried over annual leave, other leave situations will be identified and form part of the transfer costs
4. Any inherited costs relating to outstanding holidays or other leave situations that we have no visibility of at this stage will be identified and form part of the transfer costs
5. Any potential claims or employment tribunal claims arising from the colleagues employment with the current company which have yet to emerge are covered by an indemnity by the current employer.

CALL OFF SCHEDULE 16: AUTHORISED PROCESSING TEMPLATE

1. The contact details of the Customer Data Protection Officer is:

[REDACTED]
[REDACTED]
[REDACTED]

2. The contact details of the Supplier Data Protection Officer is:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

3. [REDACTED] comply with any further written instructions with respect to processing by the Controller.

4. Any such further instructions shall be incorporated into this Schedule.

Contract Reference:	RM3781
Date:	25th May 2018
Description Of Authorised Processing	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor.
Subject matter of the processing	The provision of a records management service for HSE's principle collection of hardcopy registered files. The new service will provide secure off-site storage, retrieval and destruction services in accordance with pre-defined HSE information management policies.
Duration of the processing	The process will commence from the contract start date (to be confirmed) and will continue for a period of seven years.

Nature and purposes of the processing	<p>Nature of processing - The collection, organisation, storage and retention of HSE data for the time defined in HSE's Business Classification Scheme - http://www.hse.gov.uk/foi/busclasschem.pdf . Retrieving said data as and when requested by HSE and disseminating or otherwise making it available to HSE within the SLA defined in Schedule X. Disposing of data at the end of the disposal period following express instructions from HSE.</p> <p>Purpose of processing – recruitment and employment, statutory obligation to investigate and enforce health and safety legislation, research, licensing.</p>
Type of Personal Data	<p>HSE Employee Records – Name, address, telephone number, date of birth, NI number, ethnicity, disability, qualifications, employment history, referee, bank details, pension details, tax details, next of kin, medical details, criminal record, pay details, performance details, disciplinary details.</p> <p>Candidates – Name, address, telephone number, date of birth, ethnicity, disability, qualifications, employment history, criminal record, referee.</p> <p>Contractors / Suppliers– Name of contact(s) within the business, email address, telephone number.</p> <p>Stakeholders / Dutyholders – Names of individual(s) within a business, email / home address, telephone number, criminal record, interviews under caution.</p> <p>Third Party Employee Records – Name, address, job title, telephone number, date of birth, qualifications, training records, employment history, photographs, CCTV.</p> <p>Witness Statements – Name, email / home address, job title, telephone number, date of birth, description of event, photographs.</p> <p>Research Data – Name, address, telephone number, employer, job title, medical history.</p> <p>Debt Collection – Name of debtor, address, telephone number.</p>
Categories of Data Subject	<p>HSE employees (including agents and temporary workers), employees of employers under investigation, members of the public, Stakeholders, Dutyholders , Contractor and Supplier contact details.</p>
	<p>Data will be retained in line with HSE's Business Classification Scheme - http://www.hse.gov.uk/foi/busclasschem.pdf – and destroyed by the supplier following instructions from the customer.</p>

CALL OFF SCHEDULE 17: APPROVED SUBPROCESSORS

ENTITY (NAME & ADDRESS)	TYPE OF SERVICE PROVIDED	COUNTRY LOCATION
Belfor UK Limited Belfor House, Kingsbury Link, Trinity Road, Tamworth, Staffs B78 2EX	Document Recovery	UK
CitySprint (UK) Limited Ground Floor Redcentral, 60 High Street, Redhill Surrey, RH1 1SH	Courier	UK
Convergys Corporation 201 East Fourth Street, Cincinnati, OH 45202, United States	Customer Service	USA
E-Courier – Revisecatch Limited 100 Victoria Embankment, London, EC4Y 0HQ, England	Courier	UK
HCL Technologies Limited Technology Hub, SEZ, Plot No. 3A, Sector 126, Noida – 201304, India	IT Support	India
Iron Mountain Fulfillment Services, Inc./ Iron Mountain Incorporated/ Iron Mountain Intellectual Property Management, Inc. One Federal Street, Boston, MA 02110, USA	IT & operational Support	USA
Iron Mountain Services Private Limited Level 02, Block A, WTC-2, Bagmane World Technology Centre (BWTC) K.R. Puram – Marathahalli Ring Road, Mahadevpura, Bangalore – 560048, India	IT Support	INDIA
Origami Risk LLC. 444 N. Orleans Street, Chicago, IL 60654, United States	Event Reporting Platform Provider	USA
Polygon Group UK Blackstone Road, Huntingdon, PE29 6EE, England	Document Recovery	UK
Pulse Environmental Limited Unit 7, 210 Church Road, Leyton, London, E10 7JQ, England	Destruction	UK
Salesforce.com Inc. The Landmark @ One Market, Suite 300, San Francisco, CA, 94105, United States	CRM	USA
Shred-IT Limited Ground Floor, 177 Cross Street, Sale, Manchester M33 7JQ, England	Destruction	UK
UPS (UK) Limited UPS House, Forest Road, Feltham, Middlesex, TW13 7DY, England	Courier	UK