

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

Order Form

CALL-OFF REFERENCE:	33429
CALL-OFF TITLE:	Supply of IT Resources to the Defra Group
THE CONTRACTING AUTHORITY:	Defra
CONTRACTING AUTHORITY ADDRESS	Nobel House, 17 Smith Square, London SW1P 3JR
THE SUPPLIER:	Hays Specialist Recruitment Limited
SUPPLIER ADDRESS:	4th Floor 20 Triton Street, London NW1 3BF
REGISTRATION NUMBER:	00975677
DUNS NUMBER:	22-717-0826
SID4GOV ID:	

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 23rd February 2022.

It's issued under the Framework Contract with the reference number RM6160 for the provision of Non-Clinical Temporary and Fixed Term Staff.

CALL-OFF LOT(S):

Lot 2 and Lot 3

CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. *Joint Schedule 1(Definitions and Interpretation) **RM6160***
3. *The following Schedules in equal order of precedence:*

- *Joint Schedules for **RM6160***
 - *Joint Schedule 2 (Variation Form)*
 - *Joint Schedule 3 (Insurance Requirements)*
 - *Joint Schedule 4 (Commercially Sensitive Information)*
 - *Joint Schedule 7 (Financial Difficulties)*
 - *Joint Schedule 9 (Minimum Standards of Reliability)*
 - *Joint Schedule 10 (Rectification Plan)*
 - *Joint Schedule 11 (Processing Data)*
- *Joint Schedule 12 (Supply Chain Visibility) Call-Off Schedules for **RM6160***
 - *Call-Off Schedule 1 (Transparency Reports)*
 - *Call-Off Schedule 2 (Staff Transfer Call-Off Schedule 3 (Continuous Improvement)*
 - *Call-Off Schedule 5 (Pricing Details)*
 - *Call-Off Schedule 6 (ICT Services Call-Off Schedule 7 (Key Supplier Staff)*
 - *Call-Off Schedule 8 (Business Continuity and Disaster Call-Off Schedule 9 (Security*
 - *Call-Off Schedule 10 (Exit Management Call-Off Schedule 13 (Implementation Plan and Testing)*
 - *Call-Off Schedule 14 (Service Levels)*
 - *Call-Off Schedule 15 (Call-Off Contract Management)*
 - *Call-Off Schedule 18 (Background Checks)*
 - *Call-Off Schedule 20 (Call-Off Specification)*

4. CCS Core Terms including the subsequent variations dated 22 August 2019 and 8 March 2021.
5. *Joint Schedule 5 (Corporate Social Responsibility)*
6. *Call-Off Schedule 4 (Call-Off Tender)* take precedence over the documents above.

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

CALL-OFF SPECIAL TERMS

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

- Special Term 1. Agency Worker Regulations (AWR) will apply from day 1.
- Special Term 2. Defra will notify the supplier of the current rates for each employee grade. Defra will subsequently notify the supplier of any changes to these rates following, for example, a pay award.
- Special Term 3. Holiday entitlement under Working Time Regulations begins at 34 days, increasing by 1 day each year up to a maximum of 39.
- Special Term 4: Notwithstanding anything under this Agreement to the contrary, the manner in which a Temporary Work-Seeker engaged by the Supplier under a contract for services via a personal service company ("PSC"), provides the services during the Assignment, shall not be under or subject to the supervision, direction, or control of the Contracting Authority or Supplier. For the avoidance of doubt, this shall apply where the PSC falls out of scope of IR35 in which case the Contracting Authority shall remain responsible for the PSC whilst on Assignment.
- Special Term 5: The Parties acknowledge that for the purposes of the Data Protection Legislation, under these Call Off Terms the Parties are independent Data Controllers of Personal Data. For the avoidance of doubt, Joint Schedule 11 Clauses 2-16 shall not apply.
- Special Term 6 For the avoidance of doubt the Parties agree that Core Terms Clause 4.11 does not prevent the Supplier from raising genuine queries in relation to invoices or from working with CCS or the Contracting Authority to resolve invoicing issues.
- Special Term 7 The Parties agree that for the purposes of Schedule 13 (Implementation Plan and Testing) clause 56.31.3 shall not apply

CALL-OFF START DATE: 1st January 2022
CALL-OFF EXPIRY DATE: 31st March 2026
CALL-OFF INITIAL PERIOD: 51 Months

CALL-OFF DELIVERABLES

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

MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £3.2m.

CALL-OFF CHARGES

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

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3

(Framework Prices)

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

- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

[Invoicing against a Purchase Order - TBC]

CONTRACTING AUTHORITY'S INVOICE ADDRESS:

[REDACTED]

CONTRACTING AUTHORITY'S AUTHORISED REPRESENTATIVE

[REDACTED]

CONTRACTING AUTHORITY'S ENVIRONMENTAL POLICY

The supplier shall comply with Government Buying Standards (<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>) applicable to Deliverables and use reasonable endeavours to support the Authority in meeting applicable Greening Government Commitments (<https://www.gov.uk/government/collections/greening-government-commitments>).

CONTRACTING AUTHORITY'S SECURITY POLICY



Defra Group
Security Policy v8.01

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month]

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter]

KEY STAFF

As per Call-Off Schedule 15 (Call-Off Contract Management)

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information will apply in accordance with Joint Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS

To be confirmed

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

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

Execution of the Call-Off Contract is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The Contract is formed on the date on which both Parties communicate acceptance of its terms on the Authority's electronic contract management system ("Bravo").

Joint Schedule 1 (Definitions)

- 2.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 2.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 2.3 In each Contract, unless the context otherwise requires:
 - 2.3.1 the singular includes the plural and vice versa;
 - 2.3.2 reference to a gender includes the other gender and the neuter;
 - 2.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 2.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 2.3.5 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"**;
 - 2.3.6 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;
 - 2.3.7 references to **"representations"** shall be construed as references to present facts, to **"warranties"** as references to present and future facts and to **"undertakings"** as references to obligations under the Contract;
 - 2.3.8 references to **"Clauses"** and **"Schedules"** are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 2.3.9 references to **"Paragraphs"** are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;

- 2.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
- 2.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract; and
- 2.3.12 where the Contracting Authority is a Crown Body it shall be treated as contracting with the Crown as a whole.
- 2.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " Achieved ", " Achieving " and " Achievement " shall be construed accordingly;
"Additional Insurances"	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	means the costs incurred by The Authority in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the Authority on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
"Affected Party"	the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Agenda for Change"	means the national agreements on pay and conditions of service for NHS staff other than very senior managers and medical staff.
"Agenda for Change pay band"	means the pay bands 1 to 9 stated in the pay structure of the national agreements on pay and conditions of service for NHS staff other than very senior managers and medical staff.
"Annex"	extra information which supports a Schedule;
"Appraiser"	normally means a person with knowledge of the context in which the Temporary Worker works;
"Approval"	the prior written consent of the Contracting Authority and " Approve " and " Approved " shall be construed accordingly;
"Assignment"	means the period during which the Temporary Worker is supplied by the Supplier to the Contracting Authority to provide non clinical services to the Contracting Authority and "Assign" shall be construed accordingly;

"Assignment Checklist"	means the written confirmation of the assignment details with the Contracting Authority prior to the commencement of the Assignment;
"Audit"	<p>the Relevant Authority's right to:</p> <ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by a Contracting Authority under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; c) verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the applicable Law; e) verify the Supplier's and each Subcontractor's compliance with NHS Employer's CHECK Standards, or any successor or replacement standard, as amended or updated from time to time https://www.nhsemployers.org/your-workforce/recruit/employment-checks f) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations; g) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; h) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; i) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract; j) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts; k) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or

	l) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;
"Auditor"	<ul style="list-style-type: none"> a) the Contracting Authority's internal and external auditors; b) the Contracting Authority's statutory or regulatory auditors; c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d) HM Treasury or the Cabinet Office; e) the Relevant Authority's appointed Health Assurance Inspector; f) any party formally appointed by the Contracting Authority to carry out audit or similar review functions; and g) successors or assigns of any of the above;
"Authorised User"	means the person at the Contracting Authority's organisation who has authorisation to use the system, request new positions, sign off time sheets etc.; often referred to as a hiring manager within the NHS;
"Authority"	CCS, NHS Procurement in Partnership and each Contracting Authority;
"Authority Authorised Representative"	the representative appointed by The Authority from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"Award Support Tool"	means a tool provided by the Authority to Contracting Authorities that will enable a Contracting Authority to directly award a Call-off Agreement based on information developed from data provided by the Supplier as part of the Tender response that includes the geographical location of Supplier premises, Supplier Fees and Supplier discounts;
"AWR"	means the Agency Worker Regulations 2010 (and any subsequent amendment or re-enactment thereof);
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Call-Off Contract"	the contract between the Contracting Authority and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;

"Call-Off Contract Period"	the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	the date of the end of a Call-Off Contract as stated in the Order Form;
"Call-Off Incorporated Terms"	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
"Call-Off Initial Period"	the Initial Period of a Call-Off Contract specified in the Order Form;
"Call-Off Optional Extension Period"	such period or periods beyond which the Call-Off Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
"Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Procedure and Award Criteria);
"Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	the date of start of a Call-Off Contract as stated in the Order Form;
"Call-Off Tender"	the tender submitted by the Supplier in response to the Contracting Authority's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
"Candidate"	means the person, which for the purposes of the Framework Contract, means: either a Temporary Work Seeker who is introduced to the Contracting Authority by the Supplier to potentially provide services to the Contracting Authority on an Assignment (in the case of Temporary Work Seeker provision); or a Work Seeker who is introduced to the Contracting Authority by the Supplier to potentially provide services to the Contracting Authority during an Engagement (in the case of Work Seeker provision); or both where this is not specified.
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;

"Central Government Body"	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Contracting Authority under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
"Charging Structure"	means the structure to be used in the establishment of the charging model which is applicable to each Call-Off Agreement, which structure is set out in Framework Schedule 3 (Framework Prices);
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Contracting Authority of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of The Authority, the Contracting Authority or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;

"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to The Authority or any Contracting Authority under a Contract, in the reasonable opinion of the Contracting Authority or The Authority;
"Contract"	either the Framework Contract or the Call-Off Contract, as the context requires;
"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"Contract Year"	means a period of twelve(12) consecutive Months commencing on the Framework Commencement Date or each anniversary thereof;
"Contract Period"	the term of either a Framework Contract or Call-Off Contract from the earlier of the: a) applicable Start Date; or b) the Effective Date i) until the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Contracting Authority"	the relevant public sector purchaser identified as such in the Order Form;
"Contracting Authority Assets"	the Contracting Authority's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Contracting Authority and which is or may be used in connection with the provision of the Deliverables which remain the property of the Contracting Authority throughout the term of the Contract;
"Contracting Authority Authorised Representative"	the representative appointed by the Contracting Authority from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Contracting Authority Premises"	premises owned, controlled or occupied by the Contracting Authority which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the GDPR;
"Core Terms"	The Authorities standard terms and conditions for common goods and services which govern how Supplier must interact with The Authority and

	Contracting Authorities under Framework Contracts and Call-Off Contracts;
"Costs"	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <ul style="list-style-type: none"> a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including: <ul style="list-style-type: none"> i) base salary paid to the Supplier Staff; 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 Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Contracting Authority; b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Contracting Authority 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 Deliverables; and d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables; <ul style="list-style-type: none"> but excluding: <ul style="list-style-type: none"> a) Overhead; b) financing or similar costs;

	<p>c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>d) taxation;</p> <p>e) fines and penalties;</p> <p>f) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Contracting Authority is paid or is payable to the Contracting Authority under a Call-Off Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with

	or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Contracting Authority in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Contracting Authority by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Contracting Authority of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the "Disaster Period");
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Disclosure and Barring Service" ("DBS")	means Disclosure and Barring Service (The Criminal Records Bureau (CRB) and the Independent Safeguarding Authority (ISA) have merged to become the DBS. CRB checks are now called DBS checks).
"Dispute"	any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	a) descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is

	<p>required to be supplied by the Supplier to the Contracting Authority under a Contract as:</p> <p>b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Contracting Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>c) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>d) has been or shall be generated for the purpose of providing the Deliverables;</p>
"DOTAS"	e) the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	f) the Data Protection Act 2018;
"Due Diligence Information"	g) any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"E-Payment Provider"	h) means the provider of the embedded commercial payment card(s) technology and services associated with the provision of the E-Payment Mechanism;
"E-Payment Solutions"	i) means the mechanism supporting prompt payment under the Call Off Contract and involving provision of embedded commercial payment card(s) technology and associated services to the Service Provider and the Customer by an E-Payment Provider
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Employment Agency"	means, in accordance with the Conduct Regulations, an organisation that Introduces Work Seekers for direct Engagement, on a fixed term basis, by Contracting Authorities. This is usually known in the industry as 'permanent recruitment' or employment even though the Engagement may only be for a fixed period;
"Employment Business"	shall have the same meaning as set out in the Conduct Regulations. An Employment Business Engages Temporary Workers (whether under Contracts for services or Contracts of service) and supplies those Temporary Workers to the Contracting Authority for hire on Assignments where they will be under the Contracting Authority's direct supervision or control;

"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	<p>a) the earlier of:</p> <p>b) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or</p> <p>c) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;</p>
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Contracting Authority;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Contracting Authority in the first Contract Year specified in the Order Form;
"Estimated Yearly Charges"	<p>means for the purposes of calculating each Party's annual liability under clause 11.2 :</p> <p>i) in the first Contract Year, the Estimated Year 1 Charges; or</p> <p>ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or</p> <p>iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;</p>
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Expiry Date"	a) the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
"Extended Hire Period"	means the period for which a Temporary Work-Seeker continues to be supplied to the Contracting Authority by the Supplier, following notice to the Supplier by the Contracting Authority that the Temporary Work-

	Seeker will be transferring on a Temp-to-Perm, Temp-to-Temp or Temp-to-Third Party basis
"Extension Period"	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract; b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; c) acts of a Crown Body, local government or regulatory bodies; d) fire, flood or any disaster; or e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: <ul style="list-style-type: none"> i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and The Authority;
"Framework Contract"	the Framework Contract established between The Authority and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Contracting Authorities by the Supplier pursuant to the OJEU Notice;
"Framework Contract Period"	the period from the Framework Start Date until the End Date or earlier termination of the Framework Contract;

"Framework Expiry Date"	the date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Initial Period"	the initial term of the Framework Contract as specified in the Framework Award Form;
"Framework Optional Extension Period"	such period or periods beyond which the Framework Initial Period may be extended up to a maximum of the number of years in total specified in the Framework Award Form;
"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Schedules"	means the schedules to this Framework Contract;
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Tender Response"	the tender submitted by the Supplier to The Authority and annexed to or referred to in Framework Schedule 2 (Framework Tender Response);
"Fulfilment of a request"	the Introduction of a suitable Temporary Worker, who has been Engaged by the Hiring Manager
"Further Competition Procedure"	the further competition procedure described in Framework Schedule 7 (Call-Off Procedure and Award Criteria);
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	a) the legislation in Part 5 of the Finance Act 2013 and; and b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a

	skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	<p>a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:</p> <p>i) are supplied to the Supplier by or on behalf of the Authority; or</p> <p>ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract; or</p> <p>b) any Personal Data for which the Authority is the Data Controller;</p>
"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card--2 ;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"Health Assurance Inspection Report"	means a report issued by the Relevant Authority following a Health Assurance Inspection;
"Health Assurance Inspection"	means a process conducted by the Relevant Authority, either at the Supplier's premises or remotely, to assess compliance with paragraph 5 of Framework Schedule 1 – Specification.
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Contracting Authority's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <p>a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;</p> <p>b) details of the cost of implementing the proposed Variation;</p>

	<p>c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</p> <p>d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</p> <p>e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</p>
"Implementation Plan"	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Contracting Authority;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
"Induction Pack"	means a welcome pack designed to provide information to employers and employees on basic induction material such as Health and Safety, HR policies and procedures and organisational facilities
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
"Insolvency Event"	<p>a) in respect of a person:</p> <p>b) 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</p> <p>c) 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</p> <p>d) 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</p>

	<p>the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</p> <p>e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>f) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</p> <p>g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>h) 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</p> <p>i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>j) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
"Intellectual Property Rights" or "IPR"	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Introduction "	<p>means:</p> <p>a) the passing to the Contracting Authority of a curriculum vitae or information which identifies the Candidate; or</p> <p>b) the Contracting Authority's interview of the Candidate (in person or by telephone or by any other means), following the Contracting Authority's instruction to the Supplier to supply a Temporary Work Seeker or Work Seeker; or</p> <p>c) the supply provision of a Candidate</p> <p>and in any case, which leads to an Engagement of the Candidate and "Introduces" and "Introduced" shall be construed accordingly;</p>

"Invoicing Address"	the address to which the Supplier shall Invoice the Contracting Authority as specified in the Order Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of processing;
"Key Personnel"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	any Subcontractor: a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b) which, in the opinion of The Authority or the Contracting Authority performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; 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 Charges forecast to be payable under the Call-Off Contract, d) and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment,

	interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Man Day"	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"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Management Charge"	the sum specified in the Framework Award Form payable by the Supplier to The Authority in accordance with Framework Schedule 5 (Management Charges and Information);
"Management Information" or "MI"	the management information specified in Framework Schedule 5 (Management Charges and Information);
"Marketing Contact"	shall be the person identified in the Framework Award Form;
"Master Vendor"	means a Supplier who will supply Temporary Workers from its own pool of labour, and also manage a supply chain or tier of Employment Businesses or Employment Agencies, as applicable, to provide Temporary Workers to fulfil bookings that it cannot fill itself. For the Contracting Authority receiving the Managed Services, the provision is seamless and the Contracting Authority contracts only with the Master Vendor and not with the third-party Employment Businesses or Agencies directly;
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period
"MI Failure"	means when an MI report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;

"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"Neutral Vendor"	means a Supplier who will not personally supply any Temporary Workers from its own pool of labour, but instead manages a supply chain or tier of Employment Businesses or Employment Agencies, as applicable, to provide Temporary Workers to fulfil bookings. For the Contracting Authority receiving the Managed Services, the provision is seamless and the Contracting Authority contracts only with the Neutral Vendor and not with the third-party Employment Businesses or Agencies directly;
"New IPR"	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>
"NHS"	means National Health Service
"NHS Employers"	means the organisation set up in 2004 to be 'the voice of employers in the NHS' (see http://www.nhsemployers.org);
"Occasion of Tax Non-Compliance"	<p>where:</p> <p>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:</p> <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 the DOTAS or any equivalent or similar regime in any jurisdiction; and/or <p>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</p>

	criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;
"Open Book Data "	<p>complete and accurate financial and non-financial information which is sufficient to enable the Contracting Authority to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</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 Deliverables; b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade; iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and iv) Reimbursable Expenses, if allowed under the Order Form; c) Overheads; d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables; e) the Supplier Profit achieved over the Framework 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 Deliverables, including the amount of money attributed to each risk and/or contingency; and h) the actual Costs profile for each Service Period;
"Order"	means an order for the provision of the Deliverables placed by a Contracting Authority with the Supplier under a Contract;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Contracting Authority) used to create a Call-Off Contract;
"Order Form Template"	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);

"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the Framework Contract, The Authority or the Supplier, and in the in the context of a Call-Off Contract the Contracting Authority or the Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processing"	has the meaning given to it in the GDPR;
"Processor"	has the meaning given to it in the GDPR;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
"Progress Meeting"	a meeting between the Contracting Authority Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;

"Prohibited Acts"	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Contracting Authority or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> 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; <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Contracting Authority or other public body; or <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
"Protective Measures"	<p>appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.</p>
"Recall"	<p>a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;</p>
"Recipient Party"	<p>the Party which receives or obtains directly or indirectly Confidential Information;</p>
"Rectification Plan"	<p>the Supplier's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include:</p> <ul style="list-style-type: none"> a) full details of the Default that has occurred, including a root cause analysis;

	<p>b) the actual or anticipated effect of the Default; and</p> <p>c) 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);</p>
"Rectification Plan Process"	the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Regulated Activities"	has the same meaning as defined in the Safeguarding Vulnerable Groups Act 2006 (and any subsequent amendment or re-enactment thereof);
"Reimbursable Expenses"	<p>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 Contracting Authority's expenses policy current from time to time, but not including:</p> <p>a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Contracting Authority otherwise agrees in advance in writing; and</p> <p>b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</p>
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	<p>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 Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>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 Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</p> <p>information derived from any of the above;</p>
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;

"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.6 given by the Supplier to the Contracting Authority providing notification that payment has not been received on time;
"Replacement Candidate"	means in the case of a Work Seeker provision, any Candidate Introduced by the Supplier to the Contracting Authority to fill the Engagement following the Introduction of another Candidate whose Engagement either did not commence or was terminated during the first twelve (12) Weeks of the Engagement
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Contracting Authority receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Contracting Authority internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Contracting Authority from time to time or where the Contracting Authority is providing Replacement Deliverables for its own account, shall also include the Contracting Authority;
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Contracting Authority when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Schedules"	any attachment to a Framework Contract or Call-Off Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
"Security Policy"	the Contracting Authority's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;

"Self Audit Certificate"	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Credits) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Services"	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	any premises (including the Contracting Authority Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Contracting Authority and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
"Standards"	any: 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

	<p>type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;</p> <p>b) standards detailed in the specification in Schedule 1 (Specification);</p> <p>c) standards detailed by the Contracting Authority in the Order Form or agreed between the Parties from time to time;</p> <p>d) relevant Government codes of practice and guidance applicable from time to time;</p>
"Start Date"	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
"Statement of Requirements"	a statement issued by the Contracting Authority detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	<p>any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:</p> <p>a) provides the Deliverables (or any part of them);</p> <p>b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</p> <p>c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</p>
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	the person, firm or company identified in the Framework Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Contracting Authority Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
"Supplier's Confidential Information"	<p>a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be</p>

	<p>considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;</p> <p>c) Information derived from any of (a) and (b) above;</p>
"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Contracting Authority prior to the appointment;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Contracting Authority) in the performance of its obligations under this Call-Off Contract;
"Supplier Fee"	means the fee charged by the supplier to cover all costs associated with the provision of the services through this Framework Contract whilst allowing a reasonable profit margin. For example, the costs associated with administration, recruitment, completion of all pre-placement NHS employment check standards, ongoing management of the Temporary Worker, payment of the Management Charge to the Authority and other overheads including staffing costs;
"Supplier Non-Performance"	<p>where the Supplier has failed to:</p> <p>a) Achieve a Milestone by its Milestone Date;</p> <p>b) provide the Goods and/or Services in accordance with the Service Levels ; and/or</p> <p>c) comply with an obligation under a Contract;</p>
" Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
" Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supply Chain"	means a system of organizations, people, activities, information, and resources involved in moving a product or service from supplier to Contracting Authority;

"Supply Chain Information Report Template"	the document at Annex 1 of Schedule 12 Supply Chain Visibility;
"Supporting Documentation"	sufficient information in writing to enable the Contracting Authority to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Contracting Authority under the Call-Off Contract detailed in the information are properly payable;
"Temporary Worker"	a worker who is engaged by the Contracting Authority(s) on either a Temporary Assignment or Fixed Term Assignment.
"Temporary Work-Seeker"	means: a) the person supplied to a Contracting Authority under this Framework Contract on a temporary basis by a Supplier acting as an Employment Business; and/or b) Any worker supplied to a Contracting Authority under this Framework Contract on a temporary basis, by a Supplier acting as an Employment Business, being a person who carries on business of their own account, through a limited company or otherwise and who works under supervision and direction of whoever has hired his services;
"Temp-to-Third Party"	means where a Contracting Authority introduces the Temporary Worker to another person, organisation or Bank who employs the Temporary Worker directly. This may be an individual employer, a subsidiary or Parent company or any other third party;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in a Call-Off Contract;
"Test Plan"	a plan: a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones;
"Tests and Testing"	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transfer fee"	means, in the case of Temporary Worker provision, the fee payable by the Contracting Authority in the circumstances set out at paragraph 12 of Framework Schedule 1 – Specification.

"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – <ul style="list-style-type: none"> (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Contracting Authority in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
"US-EU Privacy Shield Register"	a list of companies maintained by the United States of America Department for Commerce that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is available online at: https://www.privacyshield.gov/list ;
"Variation"	has the meaning given to it in Clause 24 (Changing the contract);
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	any one of the Supplier Staff which the Contracting Authority, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
"Work Health Assessment"	means the process of compliance with the minimum requirements of NHS Employers Work health assessment standard which may be found here:

Joint Schedule 1 (Definitions)

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"Work-Seeker"	means a worker supplied on a fixed term basis by the Supplier acting as an Employment Agency and who will be employed directly by a Contracting Authority;
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.
"WTR"	means Working Time Regulations 1998 (and any subsequent amendment or re-enactment thereof);
"Year"	means a calendar year (365.25 days) and "Years" shall be construed accordingly

Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details		
This variation is between:	Defra ("Contracting Authority") And Hays Specialist Resourcing Limited ("the Supplier")	
Contract name:	Supply of IT Resources to the Defra Group ("the Contract")	
Contract reference number:	33429	
Details of Proposed Variation		
Variation initiated by:	[delete] as applicable: the Authority/Contracting Authority/Supplier]	
Variation number:	[insert] variation number]	
Date variation is raised:	[insert] date]	
Proposed variation		
Reason for the variation:	[insert] reason]	
An Impact Assessment shall be provided within:	[insert] number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert] assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [the Authority/Contracting Authority to insert] original Clauses or Paragraphs to be varied and the changed clause] 	
Financial variation:	Original Contract Value:	£ [insert] amount]
	Additional cost due to variation:	£ [insert] amount]
	New Contract value:	£ [insert] amount]

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

Execution of the Call-Off Contract is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The Contract is formed on the date on which both Parties communicate acceptance of its terms on the Authority's electronic contract management system ("Bravo").

Joint Schedule 3 (Insurance Requirements)

3. THE INSURANCE YOU NEED TO HAVE

- 3.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:
 - 3.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
 - 3.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.
- 3.2 The Insurances shall be:
 - 3.2.1 maintained in accordance with Good Industry Practice;
 - 3.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 3.2.3 taken out and maintained with insurers of good financial standing and good reputation in the international insurance market; and
 - 3.2.4 maintained for at least six (6) years after the End Date.
- 3.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

4. HOW TO MANAGE THE INSURANCE

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

evidence of placing cover representing any of the Insurances to which it is a party.

5. WHAT HAPPENS IF YOU AREN'T INSURED

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

6. EVIDENCE OF INSURANCE YOU MUST PROVIDE

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

7. MAKING SURE YOU ARE INSURED TO THE REQUIRED AMOUNT

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

8. CANCELLED INSURANCE

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

9. INSURANCE CLAIMS

- 9.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to

claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

- 9.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 7.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 9.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 9.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

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

- 10.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000);
- 10.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds (£10,000,000); and
- 10.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds (£10,000,000).

Joint Schedule 4 (Commercially Sensitive Information)

11. WHAT IS THE COMMERCIALLY SENSITIVE INFORMATION?

- 11.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 11.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 11.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
	[insert date]	Supplier's tender submission including pricing details, service delivery, model and any other information agreed between the parties	Length of this Agreement

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)
- 1.2 The Authority expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, the Authority expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Contracting Authority may have additional requirements in relation to corporate social responsibility. The Contracting Authority expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Contracting Authority may notify to the Supplier from time to time.

2. Equality and Accessibility

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

3. Modern Slavery, Child Labour and Inhumane Treatment

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

- 3.1 The Supplier:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;

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

4. Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
- 4.1.3 All workers shall be provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;

- 4.1.4 not make deductions from wages:
 - (a) as a disciplinary measure
 - (b) except where permitted by law; or
 - (c) without expressed permission of the worker concerned;
- 4.1.5 record all disciplinary measures taken against Supplier Staff; and
- 4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

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

by individuals and by the Supplier Staff as a whole;

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

6. Sustainability

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

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

7. PROTECTION of Temporary Workers

- 7.1 The Supplier shall ensure that it protects the Temporary Worker from any suspected fraud, malpractice or breach of legislation they may encounter, and raise awareness of any such activities with an appropriate organisation such as SaferJobs.
- 7.2 SaferJobs also helps raise awareness and combats criminal activities facing Suppliers within the recruitment industry.
- 7.3 Further information about SaferJobs can be found at:

<https://www.safer-jobs.com/>

8. AGENCY WORKER REGULATIONS 2010 (“AWR”)

- 8.1 The AWR gives Temporary Workers the entitlement to the same or no less favourable treatment for basic employment and working conditions as a permanent employee of the Contracting Authority, if they complete a qualifying period of 12 weeks in a particular job.
- 8.2 The Supplier shall ensure that the AWR are applied to the Temporary Worker's assignment with the Contracting Authority where appropriate. Guidance is available on the Department for Business innovation & Skills website:

<http://www.bis.gov.uk/assets/biscore/employment-matters/docs/a/11-949-agency-workers-regulations-guidance.pdf>

9. IR35 LEGISLATION

- 9.1 The aim of the IR35 legislation is to eliminate the avoidance of tax and National Insurance Contributions (NICs) through the use of intermediaries such as personal Service companies, in circumstances where an individual worker would otherwise:
- 9.2 For tax purposes, be regarded as an employee of the client; and
- 9.3 For NICs purposes, be regarded as employed in employed earner's employment by the client
- 9.4 The Supplier shall ensure that Temporary Workers are aware of their legal obligation to comply with the requirements of IR35. General guidance to IR35 legislation may be found on the following HMRC website:

http://www.hmrc.gov.uk/leaflets/guide_limitcomp.htm

Joint Schedule 6 (Key Subcontractors)

12. Restrictions on certain subcontractors

- 12.1 The Supplier is entitled to sub-contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.
- 12.2 The Supplier is entitled to sub-contract its obligations under a Call-Off Contract to Key Subcontractors listed in the Framework Award Form who are specifically nominated in the Order Form.
- 12.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of the Authority and the Contracting Authority, and the Supplier shall, at the time of requesting such consent, provide the Authority and the Contracting Authority with the information detailed in Paragraph 12.4. The decision of the Authority and the Contracting Authority to consent or not will not be unreasonably withheld or delayed. Where the Authority consents to the appointment of a New Key Subcontractor then they will be added to section 18 of the Framework Award Form. Where the Contracting Authority consents to the appointment of a New Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. The Authority and the Contracting Authority may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
- 12.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 12.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 12.3.3 the proposed Key Subcontractor employs unfit persons.
- 12.4 The Supplier shall provide the Authority and the Contracting Authority with the following information in respect of the proposed Key Subcontractor:
- 12.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 12.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 12.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Authority and the Contracting Authority that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 12.4.4 for the Authority, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;

- 12.4.5 for the Contracting Authority, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and
 - 12.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.
- 12.5 If requested by the Authority and/or the Contracting Authority, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 12.4, the Supplier shall also provide:
- 12.5.1 a copy of the proposed Key Sub-Contract; and
 - 12.5.2 any further information reasonably requested by the Authority and/or the Contracting Authority.
- 12.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
- 12.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
 - 12.6.2 a right under CRTPA for the Authority and the Contracting Authority to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Authority and the Contracting Authority respectively;
 - 12.6.3 a provision enabling the Authority and the Contracting Authority to enforce the Key Sub-Contract as if it were the Supplier;
 - 12.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Authority and/or the Contracting Authority;
 - 12.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Framework Contract in respect of:
 - (a) the data protection requirements set out in Clause 14 (Data protection);
 - (b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);
 - (c) the obligation not to embarrass the Authority or the Contracting Authority or otherwise bring the Authority or the Contracting Authority into disrepute;
 - (d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - (e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
 - 12.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Authority and the Contracting Authority under

Clauses 10.4 (When the Authority or the Contracting Authority can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and

- 12.6.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Authority and the Contracting Authority.

Joint Schedule 7 (Financial Difficulties)

13. DEFINITIONS

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

"Credit Rating Threshold"	the minimum credit rating level for the Monitored Company as set out in Annex 2 and
"Financial Distress Event"	the occurrence or one or more of the following events: <ul style="list-style-type: none">a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party;d) Monitored Company committing a material breach of covenant to its lenders;e) a Key Subcontractor (where applicable) notifying the Authority that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; orf) any of the following:<ul style="list-style-type: none">i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;ii) non-payment by the Monitored Company of any financial indebtedness;

iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company

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

"Financial Distress Service Continuity Plan"

a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with [each Call-Off] Contract in the event that a Financial Distress Event occurs;

"Monitored Company"

Supplier

"Rating Agencies"

the rating agencies listed in Annex 1.

14. WHEN THIS SCHEDULE APPLIES

14.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.

14.2 The terms of this Schedule shall survive:

14.2.1 under the Framework Contract until the later of (a) the termination or expiry of the Framework Contract or (b) the latest date of termination or expiry of any call-off contract entered into under the Framework Contract (which might be after the date of termination or expiry of the Framework Contract); and

14.2.2 under the Call-Off Contract until the termination or expiry of the Call-Off Contract.

15. WHAT HAPPENS WHEN YOUR CREDIT RATING CHANGES

15.1 The Supplier warrants and represents to the Authority that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2.

15.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify the Authority in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.

15.3 If there is any downgrade credit rating issued by any Rating Agency for the Monitored Company the Supplier shall ensure that the Monitored Company's auditors thereafter provide the Authority within 10 Working

Joint Schedule 7 (Financial Difficulties)

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Days of the end of each Contract Year and within 10 Working Days of written request by the Authority (such requests not to exceed 4 in any Contract Year) with written calculations of the quick ratio for the Monitored Company as at the end of each Contract Year or such other date as may be requested by the Authority. For these purposes the "quick ratio" on

$$\frac{A + B + C}{D}$$

any date means:

where:

- | | |
|---|--|
| A | is the value at the relevant date of all cash in hand and at the bank of the Monitored Company; |
| B | is the value of all marketable securities held by the Supplier the Monitored Company determined using closing prices on the Working Day preceding the relevant date; |
| C | is the value at the relevant date of all account receivables of the Monitored; and |
| D | is the value at the relevant date of the current liabilities of the Monitored Company. |

15.4 The Supplier shall:

15.4.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and

15.4.2 promptly notify (or shall procure that its auditors promptly notify) the Authority in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

15.5 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

16. WHAT HAPPENS IF THERE IS A FINANCIAL DISTRESS EVENT

16.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if the Authority becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Authority shall have the rights and remedies as set out in Paragraphs 16.3 to 16.6.

- 16.2 In the event that a Financial Distress Event arises due to a Key Subcontractor notifying the Authority that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, the Authority shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:
- 16.2.1 rectify such late or non-payment; or
 - 16.2.2 demonstrate to the Authority's reasonable satisfaction that there is a valid reason for late or non-payment.
- 16.3 The Supplier shall and shall procure that the other Monitored Companies shall:
- 16.3.1 at the request of the Authority meet the Authority as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and
 - 16.3.2 where the Authority reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:
 - (a) submit to the Authority for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and
 - (b) provide such financial information relating to the Monitored Company as the Authority may reasonably require.
- 16.4 If the Authority does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to the Authority within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by the Authority or referred to the Dispute Resolution Procedure.
- 16.5 If the Authority considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.

- 16.6 Following Approval of the Financial Distress Service Continuity Plan by the Authority, the Supplier shall:
- 16.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;
 - 16.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to the Authority for its Approval, and the provisions of Paragraphs 16.5 and 16.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
 - 16.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 16.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Authority and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.616.6.
- 16.8 the Authority shall be able to share any information it receives from the Contracting Authority in accordance with this Paragraph with any Contracting Authority who has entered into a Call-Off Contract with the Supplier.

17. WHEN THE AUTHORITY OR THE CONTRACTING AUTHORITY CAN TERMINATE FOR FINANCIAL DISTRESS

- 17.1 The Authority shall be entitled to terminate this Contract and Contracting Authorities shall be entitled to terminate their Call-Off Contracts for material Default if:
- 17.1.1 the Supplier fails to notify the Authority of a Financial Distress Event in accordance with Paragraph 3.4;
 - 17.1.2 the Authority and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or
 - 17.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.

18. WHAT HAPPENS IF YOUR CREDIT RATING IS STILL GOOD

- 18.1 Without prejudice to the Supplier's obligations and the Authority's and the Contracting Authority's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agencies review

and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:

18.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and

18.1.2 the Authority shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

ANNEX 1: RATING AGENCIES

Dunn and Bradstreet

ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

Part 1: Current Rating

Entity	Credit rating (long term)
Supplier	■

Joint Schedule 8 (Guarantee) – Not Used

Joint Schedule 9 (Minimum Standards of Reliability)

1. Standards

- 1.1 No Call-Off Contract with an anticipated contract value in excess of £20 million (excluding VAT) shall be awarded to the Supplier if it does not show that it meets the minimum standards of reliability as set out in the OJEU Notice (**“Minimum Standards of Reliability”**) at the time of the proposed award of that Call-Off Contract.
- 1.2 The Authority shall assess the Supplier’s compliance with the Minimum Standards of Reliability:
 - 1.2.1 upon the request of any Contracting Authority; or
 - 1.2.3 whenever it considers (in its absolute discretion) that it is appropriate to do so.
- 1.3 In the event that the Supplier does not demonstrate that it meets the Minimum Standards of Reliability in an assessment carried out pursuant to Paragraph 1.2, the Authority shall so notify the Supplier (and any Contracting Authority in writing) and the Authority reserves the right to terminate its Framework Contract for material Default under Clause 10.4 (When the Authority or the Contracting Authority can end this contract).

Joint Schedule 10 (Rectification Plan)

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

Signed by the Supplier:		Date:	
Review of Rectification Plan [Authority/Contracting Authority]			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [Authority/Contracting Authority]		Date:	

Joint Schedule 11 (Processing Data)

Status of the Controller

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

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

Where one Party is Controller and the other Party its Processor

2. Where a Party is a Processor, the only processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
3. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
4. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the 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.
5. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
 - (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it

is so required the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;

- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (B) are subject to appropriate confidentiality undertakings with the Processor 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 Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound,

Joint Schedule 11 (Processing Data)

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- uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
6. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Request (or purported Data Subject Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
7. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller in phases, as details become available.
8. Taking into account the nature of the Processing, the Processor shall provide the Controller with reasonable assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event; and/or

Joint Schedule 11 (Processing Data)

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

Where the Parties are Joint Controllers of Personal Data

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

Independent Controllers of Personal Data

17. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
18. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
19. Where a Party has provided Personal Data to the other Party in accordance with paragraph 7 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
20. The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
21. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
22. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.

Joint Schedule 11 (Processing Data)

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23. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.
24. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
25. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
26. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).

Joint Schedule 11 (Processing Data)

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

Annex 1 - Processing Personal Data

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

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are: [REDACTED]
- 1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Parties are Independent Controllers of Personal Data</p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none">• <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i>• <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</i>• [Insert] <i>the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]</i>

Joint Schedule 11 (Processing Data)

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Duration of the Processing	<i>[Clearly set out the duration of the Processing including dates]</i>
Nature and purposes of the Processing	<i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i> <i>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i> <i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i>
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>

Joint Schedule 12 (Supply Chain Visibility)

1. Definitions

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

"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises;
"Supply Chain Information Report Template"	the document at Annex 1 of this Schedule 12; and
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

2. Not Used

3. Visibility of Supply Chain Spend

3.1 In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the "SME Management Information Reports") to the Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:

- (a) the total contract revenue received directly on the Contract;
- (b) the total value of sub-contracted revenues under the Contract
(including revenues for non-SMEs/non-VCSEs); and

Joint Schedule 12 (Supply Chain Visibility)

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(c) the total value of sub-contracted revenues to SMEs and VCSEs.

- 3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) –(c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used.

- 3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Authority.

Annex 1

Supply Chain Information Report template



Supply Chain Information
Report templat

Call-Off Schedule 1 (Transparency Reports)

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

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Rate Card Alignment	Roles in line with rate card	%	Monthly and Quarterly
Fulfilment Rate (may replace with Time to Onboard)	Proportion of roles filled (or days to onboard)	% (or Number)	Monthly and Quarterly
Time to Offer	Days from role release to offer	Number	Monthly and Quarterly
Speed of payment to workers	Days to payment from approval	Number	Monthly and Quarterly

Call-Off Schedule 2 (Staff Transfer)

1. Definitions

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

"Employee Liability"

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

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Contracting Authority 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 and also including any payments arising in respect of pensions;
- f) claims whether in tort, contract or statute or otherwise;

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;

Call-Off Schedule 2 (Staff Transfer)

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"Former Supplier"	a supplier supplying the Deliverables to the Contracting Authority before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Sub-contractor of such supplier (or any Sub-contractor of any such Sub-contractor);
"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When the Authority or the Contracting Authority can end this contract) or 10.6 (When the Supplier can end the contract);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Commencement Date, where appropriate;
"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Personnel List"	a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Staffing Information"	<p>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 Contracting Authority may reasonably request (subject to all applicable provisions of the Data Protection Laws), but including in an anonymised format:</p> <ul style="list-style-type: none">(a) their ages, dates of commencement of employment or engagement, gender and place of work;(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;

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- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) 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;

"Term"

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

"Transferring Contracting Authority Employees"

those employees of the Contracting Authority to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date;

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"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 whose names are provided to the Supplier on or prior to the Relevant Transfer Date.

2. INTERPRETATION

Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Authority, the Contracting Authority, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be and where the Sub-contractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

3. Which parts of this Schedule apply

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

- *Part C (No Staff Transfer on Start Date)*
- *Part E (Staff Transfer on Exit)*

Part A: Staff Transfer at the Start Date Outsourcing from the Contracting Authority – Not Applicable

Part B: Staff transfer at the Start Date
Transfer from a former Supplier on Re-procurement
– Not Applicable

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

- 1.1 The Contracting Authority 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 Contracting Authority and/or any Former Supplier.
- 1.2 Subject to Paragraphs 1.3, 1.4 and 1.5, if any employee of the Contracting Authority and/or a Former Supplier claims, or it is determined in relation to any employee of the Contracting Authority and/or a Former Supplier, that his/her contract of employment has been transferred from the Contracting Authority and/or the Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then:
 - 1.2.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Contracting Authority in writing;
 - 1.2.2 the Contracting Authority may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;
 - 1.2.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
 - 1.2.4 if after the period referred to in Paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4:

- (a) the Contracting Authority will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Contracting Authority's employees referred to in Paragraph 1.2; and
 - (b) the Contracting Authority will procure that the Former Supplier indemnifies the Supplier and/or any Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2.
- 1.3 The indemnities in Paragraph 1.2 shall not apply to any claim:
 - 1.3.1 for 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 equal pay or compensation for less favourable treatment of part-time workers or fixed-term

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employees in relation to any alleged act or omission of the Supplier and/or Sub-contractor; or

- 1.3.2 any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure

- 1.4 The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date.

- 1.5 If the Supplier and/or the Sub-contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Contracting Authority 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. Limits on the Former Supplier's obligations

Where in this Part C the Contracting Authority 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 Contracting Authority's contract with the Former Supplier contains a contractual right in that regard which the Contracting Authority may enforce, or otherwise so that it requires only that the Contracting Authority must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

Part D: Pensions – Not Applicable

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

- 1.1 The Supplier agrees that within 20 Working Days of the earliest of:
- 1.1.1 receipt of a notification from the Contracting Authority of a Service Transfer or intended Service Transfer;
 - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
 - 1.1.3 the date which is 12 Months before the end of the Term; and
 - 1.1.4 receipt of a written request of the Contracting Authority at any time (provided that the Contracting Authority shall only be entitled to make one such request in any 6 Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Laws, 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 Contracting Authority.

- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Contracting Authority or at the direction of the Contracting Authority to any Replacement Supplier and/or any Replacement Sub-contractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 The Contracting Authority 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 Contracting Authority, 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, 1.1.2 and 1.1.1, the Supplier agrees that it 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, unless otherwise instructed by the Contracting Authority (acting reasonably):

not replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade,

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skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);

- 1.5.1 not 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;
- 1.5.2 not 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;
- 1.5.3 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.4 not 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;
- 1.5.5 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Contracting Authority and/or the Replacement Supplier and/or Replacement Sub-contractor;
- 1.5.6 give the Contracting Authority and/or the Replacement Supplier and/or Replacement Sub-contractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Contracting Authority, Replacement Supplier and/or Replacement Sub-contractor in respect of persons expected to be Transferring Supplier Employees;
- 1.5.7 co-operate with the Contracting Authority and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
- 1.5.8 promptly notify the Contracting Authority or, at the direction of the Contracting Authority, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or received from any persons

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- listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;
 - 1.5.9 not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to the Contracting Authority and/or the Replacement Supplier (unless otherwise instructed by the Contracting Authority (acting reasonably));
 - 1.5.10 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
 - 1.5.11 fully fund any Broadly Comparable pension schemes set up by the Supplier;
 - 1.5.12 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);
 - 1.5.13 promptly provide to the Contracting Authority such documents and information mentioned in Paragraph 3.1.1 of Part D: Pensions which the Contracting Authority may reasonably request in advance of the expiry or termination of this Contract; and
 - 1.5.14 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract.
- 1.6 On or around each anniversary of the Effective Date and up to four times during the last 12 Months of the Term, the Contracting Authority may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Contracting Authority may reasonably require which shall include:
- 1.6.1 the numbers of employees engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
 - 1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and

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- 1.6.4 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide all reasonable cooperation and assistance to the Contracting Authority, 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 5 Working Days following the Service Transfer Date, the Supplier shall provide to the Contracting Authority or, at the direction of the Contracting Authority, 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. Staff Transfer when the contract ends

- 2.1 A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Contracting Authority and the Supplier agree that 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 comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Contracting Authority and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of

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any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.

- 2.4 The indemnity 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.
- 2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations then.
- 2.5.1 the Replacement Supplier and/or Replacement Sub-contractor will, within 5 Working Days of becoming aware of that fact, notify the Contracting Authority and the Supplier in writing;
 - 2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-contractor;
 - 2.5.3 if such offer of employment is accepted, the Replacement Supplier and/or Replacement Sub-contractor shall immediately release the person from its employment;
 - 2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Sub-contractor may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Replacement Supplier's and/or Replacement Sub-contractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5.

- 2.6 The indemnity in Paragraph 2.5 shall not apply to:
- 2.6.1 (a) any claim for 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 equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of

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the Replacement Supplier and/or Replacement Sub-contractor,
or

- 2.6.2 (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.
- 2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.
- 2.8 If at any point the Replacement Supplier and/or Replacement Sub-contract accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.
- 2.9 The Supplier shall promptly provide the Contracting Authority and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Contracting Authority, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Contracting Authority 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.
- 2.10 Subject to Paragraph 2.9, the Contracting Authority 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 arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.
- 2.11 The indemnity in Paragraph 2.10 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 Service 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, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

Call-Off Schedule 3 (Continuous Improvement)

17. Contracting Authorities Rights

- 17.1 The Contracting Authority and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Contracting Authority may give the Authority the right to enforce the Contracting Authorities rights under this Schedule.

18. Supplier's Obligations

- 18.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Contracting Authorities costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Contracting Authority.
- 18.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Contracting Authority of the Deliverables and the way it provides them, with a view to reducing the Contracting Authorities costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Contracting Authority must provide each other with any information relevant to meeting this objective.
- 18.3 In addition to Paragraph 18.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Contracting Authorities Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
- 18.3.1 identifying the emergence of relevant new and evolving technologies;
 - 18.3.2 changes in business processes of the Supplier or the Contracting Authority and ways of working that would provide cost savings and/or enhanced benefits to the Contracting Authority (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 18.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 18.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Contracting Authority in meeting their sustainability objectives.
- 18.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Contracting Authority for Approval

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within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

- 18.5 The Contracting Authority shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 18.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 18.7 If the Contracting Authority wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Contracting Authority or the Authority.
- 18.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 18.5:
- 18.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 18.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 18.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 18.3.
- 18.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 18.11 Should the Supplier's costs in providing the Deliverables to the Contracting Authority be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Contracting Authority by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 18.12 At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Contracting Authority deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Call-Off Schedule 4 (Call-Off Tender)

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Call-Off Schedule 4 (Call Off Tender)

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[Insert Call-Off Tender Here]

Framework Ref: RM6160

Project Version:

v1.0

Model Version: v3.1

Call-Off Schedule 5 (Pricing Details)

1. Introduction

- 1.1 This Call-Off Schedule 5 details the fees that the Supplier will charge the Contracting Authority for the delivery of the Services under this Agreement.
- 1.2 The fees are payable in respect of all periods where the Temporary Workers services have been provided as demonstrated by the timesheet on the Recruitment System approved by the authorized representative of the Contracting Authority. For the avoidance of doubt, work breaks, travelling time, public holidays, sickness and any other absences are excluded from these periods.
- 1.3 Any variation to the fees detailed in this Schedule during the term of this agreement shall be subject to the prior written agreement of the Supplier and the Contracting Authority.
- 1.4 All charges are exclusive of VAT with no additions/supplements.
- 1.5 Where applicable, the Supplier will charge VAT to the Contracting Authority, at the prevailing rate. Valid invoices will be submitted by the Supplier on the approved timesheets recorded on the Recruitment System on a [insert timeframe] basis.
- 1.6 Travelling, hotel, or other expenses agreed between the Supplier and the Contracting Authority shall be itemized on the Supplier's invoice and charged, plus VAT, to the Client in addition to the agreed hourly charge for the relevant period. Such expenses may be grouped together as one charge under an expense code.
- 2.1 In consideration of the satisfactory performance of the services by the Supplier, the Contracting Authority shall pay the Charges to the Supplier as set out in and/or as calculated in accordance with this Schedule 5 (Pricing Schedule). The Charges shall be invoiced and paid in UK pounds Sterling. All Charges are exclusive of VAT with no additions/supplements and are subject to changes in legislation.
- 2.2 The fees for Temporary Work-Seekers placed on Assignment shall be calculated as an hourly fixed pence mark-up as detailed in the pricing spreadsheet below and the Supplier fee includes the Supplier's managed service provider fee for the provision of the managed service. The Supplier will be entitled to increase the rates charged to the Contracting Authority to take into account statutory changes, including, but not limited to, those brought about as a result of the Agency Workers Regulations 2010, Pension, Apprentice Levy and changes to the Working Time Directive and National Insurance contributions.

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- 2.3 Unless stated otherwise in the category of supply, all pay rates quoted in the table above are hourly rates. Where a Temporary Work-Seeker is paid a daily rate, this will be considered to be based on a 37 hour week.

2.4 Working Time Directive

- 2.5 The total annual leave entitlement for a permanent Defra employee is 34 days. This increases by 1 day after each complete year of service up to a maximum of 39 days

2.6 National Insurance

- 2.7 The National Insurance (NI) percentage charged to the Customer for all Temporary Agency Workers will be calculated as an estimated actual figure based on actual freepay and NI percentage as per current legislation and a standard working week of 37 hours using the following formula:

$$(((TW*WW)-FP)*NI\%) / WW$$

where

TW = Temporary Agency Worker pay rate including holiday pay

WW= number of hours in the standard working week (37 hours)

FP= Actual Freepay (from April 2022 £175)

NI%= Actual NI percentage (from April 2022 15.05%)

For the avoidance of doubt the estimated actual NI will be applied to the pay rate for all hours worked by the PAYE Temporary Agency Worker including any accrual for holiday pay.

2.8 Pension

The auto enrolment pension costs charged to the Contracting Authority will be calculated at the statutory rate (currently 3%). The Parties agree that the statutory rate will be applied to pay rate including holiday pay for all hours worked by the PAYE Temporary Work-Seeker, including any accrual for holiday pay under the Working Time Directive and (for the avoidance of doubt) will not be subject to any deductions based on any Temporary Work-Seeker status whatsoever and howsoever.

2.9 Apprenticeship Levy

The apprenticeship levy charged to the Contracting Authority will be calculated at a fixed rate of 0.50% applied to the pay rate including holiday pay for all hours worked by PAYE Temporary Work-Seeker, including any accrual for holiday pay under the Working Time Directive.

2.10 Expenses

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The Supplier will pay the Temporary Work-Seeker's expenses that have been approved by the Authorised Representative of the Contracting Authority via the timesheet. The Supplier will invoice the Contracting Authority at cost for those authorised expenses in accordance with this Schedule.

- 3.1 On a weekly basis, the Supplier will issue one consolidated invoice covering all Temporary Worker timesheets approved by the Contracting Authority for the preceding week. All invoices shall be payable by the Contracting Authority within 30 days from receipt of the invoice.
- 3.2 If the Contracting Authority believes that it has a reasonable basis for disputing all or any payment shown on an invoice, the Contracting Authority will inform the Supplier of the reason within twenty-five (25) days of the invoice date. The Contracting Authority will then pay the invoice in full and the Supplier will issue a credit note for the disputed sum to be deducted from the next consolidated invoice. The parties will work together in good faith to resolve any disputed invoice in accordance with the dispute resolution process.

Call-Off Schedule 6 (ICT Services)

1. Definitions

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

18.13	"Contracting Authority Property"	18.14	the property, other than real property and IPR, including the Contracting Authority System, any equipment issued or made available to the Supplier by the Contracting Authority in connection with this Contract;
18.15	"Contracting Authority Software"	18.16	any software which is owned by or licensed to the Contracting Authority and which is or will be used by the Supplier for the purposes of providing the Deliverables;
18.17	"Contracting Authority System"	18.18	the Contracting Authorities computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Contracting Authority or the Supplier in connection with this Contract which is owned by or licensed to the Contracting Authority by a third party and which interfaces with the Supplier System or which is necessary for the Contracting Authority to receive the Deliverables;
18.19	"Commercial off the shelf Software" or "COTS Software"	18.20	Non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms
18.21	"Defect"		any of the following: g) any error, damage or defect in the manufacturing of a Deliverable; or h) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or
18.22			i) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Contracting Authority or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant

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

j)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 Contracting Authority or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;

18.23 "Emergency Maintenance"

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

18.25 "ICT Environment"

18.26 the Contracting Authority System and the Supplier System;

18.27 "Licensed Software"

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

18.29 "Maintenance Schedule"

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

18.31 "Malicious Software"

18.32 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;

18.33 "New Release"

18.34 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

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retaining the original designated purpose of that item;

18.35 "Open Source Software"

18.36 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;

18.37 "Operating Environment"

18.38 means the Contracting Authority System and any premises (including the Contracting Authority Premises, the Supplier's premises or third party premises) from, to or at which:

- k) the Deliverables are (or are to be) provided; or
- l) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or
- m) where any part of the Supplier System is situated;

18.39 "Permitted Maintenance"

18.40 has the meaning given to it in paragraph 8.2 of this Schedule;

18.41 "Quality Plans"

18.42 has the meaning given to it in paragraph 6.1 of this Schedule;

18.43 "Sites"

18.44 has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Contracting Authority System takes place;

18.45 "Software"

18.46 Specially Written Software COTS Software and non-COTS Supplier and third party Software;

18.47 "Software Supporting Materials"

18.48 has the meaning given to it in paragraph 9.1 of this Schedule;

18.49 "Source Code"

18.50 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

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and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;

18.51 "Specially Written Software"

18.52 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 Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;

18.53

18.54

18.55 "Supplier System"

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

18.57

18.58

2. When this Schedule should be used

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

3. Contracting Authority due diligence requirements

- 3.1. The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;
- 3.1.1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
 - 3.1.2. operating processes and procedures and the working methods of the Contracting Authority;
 - 3.1.3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Contracting Authority Assets; and
 - 3.1.4. existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the

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Supplier will require the benefit of for the provision of the Deliverables.

3.2. The Supplier confirms that it has advised the Contracting Authority in writing of:

3.2.1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;

3.2.2. the actions needed to remedy each such unsuitable aspect; and

3.2.3. a timetable for and the costs of those actions.

4. Licensed software warranty

4.1. The Supplier represents and warrants that:

4.1.1. it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Sub-Contractor) to the Contracting Authority which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Contracting Authority;

4.1.2. all components of the Specially Written Software shall:

4.1.2.1. be free from material design and programming errors;

4.1.2.2. perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 14 (Service Levels) and Documentation; and

4.1.2.3. not infringe any IPR.

5. Provision of ICT Services

5.1. The Supplier shall:

5.1.1. ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Contracting Authority and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Contracting Authority three (3) Months before the release of any new COTS Software or Upgrade;

5.1.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;

5.1.3. ensure that the Supplier System will be free of all encumbrances;

5.1.4. ensure that the Deliverables are fully compatible with any Contracting Authority Software, Contracting Authority System, or otherwise used by the Supplier in connection with this Contract;

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- 5.1.5. minimise any disruption to the Services and the ICT Environment and/or the Contracting Authorities operations when providing the Deliverables;

6. Standards and Quality Requirements

- 6.1. The Supplier shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 6.2. The Supplier shall seek Approval from the Contracting Authority (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.
- 6.3. Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
- 6.4. The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:
 - 6.4.1. be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;
 - 6.4.2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
 - 6.4.3. obey all lawful instructions and reasonable directions of the Contracting Authority (including, if so required by the Contracting Authority, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Contracting Authority.

7. ICT Audit

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

8. Maintenance of the ICT Environment

- 8.1. If specified by the Contracting Authority in the Order Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the

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Contracting Authority for Approval in accordance with the timetable and instructions specified by the Contracting Authority.

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

9. Intellectual Property Rights in ICT

9.1. Assignments granted by the Supplier: Specially Written Software

- 9.1.1. The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Contracting Authority with full guarantee (or shall procure assignment to the Contracting Authority), title to and all rights and interest in the Specially Written Software together with and including:
 - 9.1.1.1. the Documentation, Source Code and the Object Code of the Specially Written Software; and
 - 9.1.1.2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the **"Software Supporting Materials"**).
- 9.1.2. The Supplier shall:
 - 9.1.2.1. inform the Contracting Authority of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;
 - 9.1.2.2. deliver to the Contracting Authority the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Contracting Authority and the

Contracting Authority shall become the owner of such media upon receipt; and

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

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

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

- 9.2.1. Unless the Contracting Authority gives its Approval the Supplier must not use any:
- a) of its own Existing IPR that is not COTS Software;
 - b) third party software that is not COTS Software
- 9.2.2. Where the Contracting Authority Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grants to the Contracting Authority a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Contracting Authorities (or, if the Contracting Authority is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.
- 9.2.3. Where the Contracting Authority Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Contracting Authority on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Contracting Authority it shall:

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- 9.2.3.1. notify the Contracting Authority in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and
- 9.2.3.2. only use such third party IPR as referred to at paragraph 9.2.3.1 if the Contracting Authority Approves the terms of the licence from the relevant third party.
- 9.2.4. Where the Supplier is unable to provide a license to the Supplier's Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.
- 9.2.5. The Supplier may terminate a licence granted under paragraph 9.2.1 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Contracting Authority written notice specifying the breach and requiring its remedy.

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

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

9.4. Contracting Authorities right to assign/novate licences

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

9.5. Licence granted by the Contracting Authority

- 9.5.1. The Contracting Authority grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Contracting Authority Software and the Specially Written Software solely to the extent necessary for providing the Deliverables in accordance with this Contract, including the right to grant sub-licences to Sub-Contractors provided that any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (Confidentiality).

9.6. Open Source Publication

- 9.6.1. Unless the Contracting Authority otherwise agrees in advance in writing (and subject to paragraph 9.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Contracting Authority) into a format, which is:
 - 9.6.1.1. suitable for publication by the Contracting Authority as Open Source; and
 - 9.6.1.2. based on Open Standards (where applicable),
- 18.58.1 and the Contracting Authority may, at its sole discretion, publish the same as Open Source.
- 9.6.2. The Supplier hereby warrants that the Specially Written Software and the New IPR:
 - 9.6.2.1. are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by the Contracting Authority will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Contracting Authority System;

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- 9.6.2.2. have been developed using reasonable endeavours to ensure that their publication by the Contracting Authority shall not cause any harm or damage to any party using them;
 - 9.6.2.3. do not contain any material which would bring the Contracting Authority into disrepute;
 - 9.6.2.4. can be published as Open Source without breaching the rights of any third party;
 - 9.6.2.5. will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the date notified by the Contracting Authority to the Supplier; and
 - 9.6.2.6. do not contain any Malicious Software.
- 9.6.3. Where the Contracting Authority has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:
- 9.6.3.1. as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and
 - 9.6.3.2. include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Contracting Authorities ability to publish such other items or Deliverables as Open Source.

9.7. Malicious Software

- 9.7.1. The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
- 9.7.2. If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.

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9.7.3. Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 9.7.2 shall be borne by the Parties as follows:

- 9.7.3.1. by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Contracting Authority when provided to the Supplier; and
- 9.7.3.2. by the Contracting Authority, if the Malicious Software originates from the Contracting Authority Software or the Contracting Authority Data (whilst the Contracting Authority Data was under the control of the Contracting Authority).

Call-Off Schedule 7 (Key Supplier Staff)

- 18.59 1.1 The Annex 1 to this Schedule lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 18.60
- 18.61 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 18.62
- 18.63 1.3 The Contracting Authority may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 18.64
- 18.65 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
- 18.66
- 1.4.1 requested to do so by the Contracting Authority or the Contracting Authority Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 18.67 1.5 The Supplier shall:
- 1.5.1 notify the Contracting Authority promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and

- 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Contracting Authority may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Contracting Authority considers in any respect unsatisfactory. The Contracting Authority shall not be liable for the cost of replacing any Key Staff.

Annex 1- Key Roles

Key Role	Key Staff	Contract Details

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

19. Definitions

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

"BCDR Plan"	has the meaning given to it in Paragraph 2.2 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.3.2 of this Schedule;
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Related Supplier"	any person who provides Deliverables to the Contracting Authority which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 23.3 of this Schedule;

19. BCDR Plan

19.1 The Contracting Authority and the Supplier recognise that, where specified in Schedule 4 (Framework Management), the Authority shall have the right to enforce the Contracting Authorities rights under this Schedule.

19.2 At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Contracting Authority for the Contracting Authorities written approval a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Supplier shall follow to:

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

19.2.2 the recovery of the Deliverables in the event of a Disaster

19.3 The BCDR Plan shall be divided into three sections:

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

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

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

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

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

20.1 Section 1 of the BCDR Plan shall:

20.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;

20.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Contracting Authority by a Related Supplier;

20.1.3 contain an obligation upon the Supplier to liaise with the Contracting Authority and any Related Suppliers with respect to business continuity and disaster recovery;

20.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Contracting Authority and any of its other Related Supplier in each case as notified to the Supplier by the Contracting Authority from time to time;

20.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;

20.1.6 contain a risk analysis, including:

20.1.6.1 failure or disruption scenarios and assessments of likely frequency of occurrence;

20.1.6.2 identification of any single points of failure within the provision of Deliverables and processes for managing those risks;

20.1.6.3 identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and

- 20.1.6.4 a business impact analysis of different anticipated failures or disruptions;
 - 20.1.7 provide for documentation of processes, including business processes, and procedures;
 - 20.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Contracting Authority;
 - 20.1.9 identify the procedures for reverting to "normal service";
 - 20.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
 - 20.1.11 identify the responsibilities (if any) that the Contracting Authority has agreed it will assume in the event of the invocation of the BCDR Plan; and
 - 20.1.12 provide for the provision of technical assistance to key contacts at the Contracting Authority as required by the Contracting Authority to inform decisions in support of the Contracting Authorities business continuity plans.
- 20.2 The BCDR Plan shall be designed so as to ensure that:
- 20.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 20.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 20.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 20.2.4 it details a process for the management of disaster recovery testing.
- 20.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 20.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

21. Business Continuity (Section 2)

- 21.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:

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

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- 21.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
 - 21.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 21.2 The Business Continuity Plan shall:
- 21.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - 21.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
 - 21.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
 - 21.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

22. Disaster Recovery (Section 3)

- 22.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Contracting Authority 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.
- 22.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
- 22.2.1 loss of access to the Contracting Authority Premises;
 - 22.2.2 loss of utilities to the Contracting Authority Premises;
 - 22.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 22.2.4 loss of a Subcontractor;
 - 22.2.5 emergency notification and escalation process;
 - 22.2.6 contact lists;
 - 22.2.7 staff training and awareness;
 - 22.2.8 BCDR Plan testing;
 - 22.2.9 post implementation review process;
 - 22.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed

relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;

- 22.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 22.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- 22.2.13 testing and management arrangements.

23. Review and changing the BCDR Plan

23.1 The Supplier shall review the BCDR Plan:

- 23.1.1 on a regular basis and as a minimum once every six (6) Months;
- 23.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
- 23.1.3 where the Contracting Authority requests in writing any additional reviews (over and above those provided for in Paragraphs 23.1.1 and 23.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Contracting Authorities written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Contracting Authority for the Contracting Authorities approval. The costs of both Parties of any such additional reviews shall be met by the Contracting Authority except that the Supplier shall not be entitled to charge the Contracting Authority for any costs that it may incur above any estimate without the Contracting Authorities prior written approval.

23.2 Each review of the BCDR Plan pursuant to Paragraph 23.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Contracting Authority shall reasonably require.

23.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Contracting Authority a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.

- 23.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 23.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

24. Testing the BCDR Plan

- 24.1 The Supplier shall test the BCDR Plan:
- 24.1.1 regularly and in any event not less than once in every Contract Year;
 - 24.1.2 in the event of any major reconfiguration of the Deliverables
 - 24.1.3 at any time where the Contracting Authority considers it necessary (acting in its sole discretion).
- 24.2 If the Contracting Authority 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 Contracting Authorities requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Contracting Authority 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.
- 24.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Contracting Authority and shall liaise with the Contracting Authority in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Contracting Authority.
- 24.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Contracting Authority. Copies of live test data used in any such testing shall be (if so required by the Contracting Authority) destroyed or returned to the Contracting Authority on completion of the test.
- 24.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Contracting Authority a report setting out:
- 24.5.1 the outcome of the test;
 - 24.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 24.5.3 the Supplier's proposals for remedying any such failures.

- 24.6 Following each test, the Supplier shall take all measures requested by the Contracting Authority to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Contracting Authority.

25. Invoking the BCDR Plan

- 25.1 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 Contracting Authority promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Contracting Authority.

26. Circumstances beyond your control

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

Call-Off Schedule 9 (Security)

20. Definitions

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

"Breach of Security"	<p>the occurrence of:</p> <ul style="list-style-type: none">a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Contracting Authority and/or the Supplier in connection with this Contract; and/orb) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Contracting Authority and/or the Supplier in connection with this Contract, <p>in either case as more particularly set out in the Security Policy where the Contracting Authority has required compliance therewith in accordance with paragraph 2.2;</p>
"Security Management Plan"	<p>the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Contracting Authority and as updated from time to time.</p>

27. Complying with security requirements and updates to them

27.1 The Contracting Authority and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Authority shall have the right to enforce the Contracting Authorities rights under this Schedule.

- 27.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Contracting Authority that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 27.3 Where the Security Policy applies the Contracting Authority shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 27.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Contracting Authority. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
- 27.5 Until and/or unless a change to the Charges is agreed by the Contracting Authority pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

28. Security Standards

- 28.1 The Supplier acknowledges that the Contracting Authority places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 28.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
- 28.2.1 is in accordance with the Law and this Contract;
 - 28.2.2 as a minimum demonstrates Good Industry Practice;
 - 28.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - 28.2.4 where specified by the Contracting Authority in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 28.3 The references to standards, guidance and policies contained or set out in Paragraph 28.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 28.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Contracting Authorities Representative of such inconsistency

immediately upon becoming aware of the same, and the Contracting Authorities Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

29. Security Management Plan

29.1 Introduction

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

29.2 Content of the Security Management Plan

- 29.2.1 The Security Management Plan shall:
- 29.2.1.1 comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
 - 29.2.1.2 identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
 - 29.2.1.3 detail the process for managing any security risks from Subcontractors and third parties authorised by the Contracting Authority with access to the Deliverables, processes associated with the provision of the Deliverables, the Contracting Authority Premises, the Sites and any ICT, Information and data (including the Contracting Authorities Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
 - 29.2.1.4 be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Contracting Authority Premises, the Sites, and any ICT, Information and data (including the Contracting Authorities Confidential Information and the Government Data) to the extent used by the Contracting Authority or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
 - 29.2.1.5 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
 - 29.2.1.6 set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the

full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and

29.2.1.7 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Contracting Authority engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

29.3 Development of the Security Management Plan

- 29.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 29.4, the Supplier shall prepare and deliver to the Contracting Authority for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 29.3.2 If the Security Management Plan submitted to the Contracting Authority in accordance with Paragraph 29.3.1, or any subsequent revision to it in accordance with Paragraph 29.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Contracting Authority and re-submit to the Contracting Authority for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Contracting Authority. If the Contracting Authority does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 29.3.3 The Contracting Authority shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 29.3.2. However a refusal by the Contracting Authority to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 29.2 shall be deemed to be reasonable.
- 29.3.4 Approval by the Contracting Authority of the Security Management Plan pursuant to Paragraph 29.3.2 or of any change to the Security Management Plan in accordance with Paragraph 29.4 shall not relieve the Supplier of its obligations under this Schedule.

29.4 Amendment of the Security Management Plan

- 29.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
- 29.4.1.1 emerging changes in Good Industry Practice;

- 29.4.1.2 any change or proposed change to the Deliverables and/or associated processes;
 - 29.4.1.3 where necessary in accordance with paragraph 2.2, any change to the Security Policy;
 - 29.4.1.4 any new perceived or changed security threats; and
 - 29.4.1.5 any reasonable change in requirements requested by the Contracting Authority.
- 29.4.2 The Supplier shall provide the Contracting Authority 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 Contracting Authority. The results of the review shall include, without limitation:
 - 29.4.2.1 suggested improvements to the effectiveness of the Security Management Plan;
 - 29.4.2.2 updates to the risk assessments; and
 - 29.4.2.3 suggested improvements in measuring the effectiveness of controls.
- 29.4.3 Subject to Paragraph 29.4.4, 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 29.4.1, a request by the Contracting Authority or otherwise) shall be subject to the Variation Procedure.
- 29.4.4 The Contracting Authority may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

30. Security breach

- 30.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 30.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 30.1, the Supplier shall:
 - 30.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Contracting Authority) necessary to:
 - 30.2.1.1 minimise the extent of actual or potential harm caused by any Breach of Security;

- 30.2.1.2remedy such Breach of Security to the extent possible and protect the integrity of the Contracting Authority 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;
 - 30.2.1.3prevent an equivalent breach in the future exploiting the same cause failure; and
 - 30.2.1.4as soon as reasonably practicable provide to the Contracting Authority, where the Contracting Authority so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Contracting Authority.
- 30.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Contracting Authority.

Call-Off Schedule 10 (Exit Management)

23. Definitions

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

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier [or a Key Subcontractor] in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 47.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier [or a Key Subcontractor] in connection with the Deliverables but which are also used by the Supplier [or Key Subcontractor] for other purposes;
"Registers"	the register and configuration database referred to in Paragraph 46.2 of this Schedule;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Contracting Authority receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Contracting Authority internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Contracting Authority receives in substitution for any of the Services following the End Date, whether those goods are provided by the Contracting Authority internally and/or by any third party;

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"Termination Assistance"

the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Contracting Authority pursuant to the Termination Assistance Notice;

"Termination Assistance Notice"

has the meaning given to it in Paragraph 49.1 of this Schedule;

"Termination Assistance Period"

the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 49.2 of this Schedule;

"Transferable Assets"

Exclusive Assets which are capable of legal transfer to the Contracting Authority;

"Transferable Contracts"

Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Contracting Authority or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;

"Transferring Assets"

has the meaning given to it in Paragraph 52.2.1 of this Schedule;

"Transferring Contracts"

has the meaning given to it in Paragraph 52.2.3 of this Schedule.

46. Supplier must always be prepared for contract exit

46.1 The Supplier shall within 30 days from the Start Date provide to the Contracting Authority a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.

46.2 During the Contract Period, the Supplier shall promptly:

- 46.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables ("**Registers**").

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46.3 The Supplier shall:

- 46.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
- 46.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Contracting Authority) at the request of the Contracting Authority to the Contracting Authority (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Contracting Authority and the Contracting Authority may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

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

47. Assisting re-competition for Deliverables

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

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48. Exit Plan

48.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Contracting Authority an Exit Plan which complies with the requirements set out in Paragraph 48.3 of this Schedule and is otherwise reasonably satisfactory to the Contracting Authority.

48.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 48.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

48.3 The Exit Plan shall set out, as a minimum:

- 48.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
- 48.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Contracting Authority;
- 48.3.3 details of any contracts which will be available for transfer to the Contracting Authority and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
- 48.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
- 48.3.5 proposals for providing the Contracting Authority or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
- 48.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
- 48.3.7 proposals for the identification and return of all Contracting Authority Property in the possession of and/or control of the Supplier or any third party;
- 48.3.8 proposals for the disposal of any redundant Deliverables and materials;
- 48.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
- 48.3.10 any other information or assistance reasonably required by the Contracting Authority or a Replacement Supplier.

48.4 The Supplier shall:

- 48.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:

48.4.1.1 every twelve (12) months throughout the Contract Period; and

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- 48.4.1.2 no later than twenty (20) Working Days after a request from the Contracting Authority for an up-to-date copy of the Exit Plan;
- 48.4.1.3 as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
- 48.4.1.4 as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
- 48.4.2 jointly review and verify the Exit Plan if required by the Contracting Authority and promptly correct any identified failures.
- 48.5 Only if (by notification to the Supplier in writing) the Contracting Authority agrees with a draft Exit Plan provided by the Supplier under Paragraph 48.2 or 48.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 48.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

49. Termination Assistance

- 49.1 The Contracting Authority shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
 - 49.1.1 the nature of the Termination Assistance required; and
 - 49.1.2 the start date and 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 Deliverables.
- 49.2 The Contracting Authority shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Contracting Authority shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 49.3 In the event that Termination Assistance is required by the Contracting Authority but at the relevant time the parties are still agreeing an update to

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the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Contracting Authority approved version of the Exit Plan (insofar as it still applies).

50. Termination Assistance Period

50.1 Throughout the Termination Assistance Period the Supplier shall:

- 50.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Contracting Authority, provide the Termination Assistance;
- 50.1.2 provide to the Contracting Authority and/or its Replacement Supplier any reasonable assistance and/or access requested by the Contracting Authority and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Contracting Authority and/or its Replacement Supplier;
- 50.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Contracting Authority;
- 50.1.4 subject to Paragraph 50.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
- 50.1.5 at the Contracting Authorities request and on reasonable notice, deliver up-to-date Registers to the Contracting Authority;
- 50.1.6 seek the Contracting Authorities prior written consent to access any Contracting Authority Premises from which the de-installation or removal of Supplier Assets is required.

50.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 50.1.2 without additional costs to the Contracting Authority, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.

50.3 If the Supplier demonstrates to the Contracting Authorities reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

51. Obligations when the contract is terminated

51.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.

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- 51.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
- 51.2.1 vacate any Contracting Authority Premises;
 - 51.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
 - 51.2.3 provide access during normal working hours to the Contracting Authority and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
 - 51.2.3.1 such information relating to the Deliverables as remains in the possession or control of the Supplier; and
 - 51.2.3.2 such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Contracting Authority and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
- 51.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Contracting Authority to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

52. Assets, Sub-contracts and Software

- 52.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Contracting Authorities prior written consent:
- 52.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
 - 52.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.
- 52.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Contracting Authority shall notify the Supplier setting out:
- 52.2.1 which, if any, of the Transferable Assets the Contracting Authority requires to be transferred to the Contracting Authority and/or the Replacement Supplier ("**Transferring Assets**");

Call-Off Schedule 10 (Exit Management)

Call-Off Ref:

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- 52.2.2 which, if any, of:
 - 52.2.2.1 the Exclusive Assets that are not Transferable Assets; and
 - 52.2.2.2 the Non-Exclusive Assets,the Contracting Authority and/or the Replacement Supplier requires the continued use of; and
- 52.2.3 which, if any, of Transferable Contracts the Contracting Authority requires to be assigned or novated to the Contracting Authority and/or the Replacement Supplier (the **"Transferring Contracts"**),
in order for the Contracting Authority and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Contracting Authority and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.
- 52.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Contracting Authority and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 52.4 Risk in the Transferring Assets shall pass to the Contracting Authority or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 52.5 Where the Contracting Authority 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:
 - 52.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Contracting Authority and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - 52.5.2 procure a suitable alternative to such assets, the Contracting Authority or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 52.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Contracting Authority and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Contracting Authority reasonably requires to effect this novation or assignment.
- 52.7 The Contracting Authority shall:
 - 52.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

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- 52.7.2 once a Transferring Contract is novated or assigned to the Contracting Authority and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 52.8 The Supplier shall hold any Transferring Contracts on trust for the Contracting Authority until the transfer of the relevant Transferring Contract to the Contracting Authority and/or the Replacement Supplier has taken place.
- 52.9 The Supplier shall indemnify the Contracting Authority (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 Contracting Authority (and/or Replacement Supplier) pursuant to Paragraph 52.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 52.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

53. No charges

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

54. Dividing the bills

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

Call-Off Schedule 11 (Installation Works)
Call-Off Ref:
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Call-Off Schedule 11 (Installation Works) - Not Used

Call-Off Schedule 12 (Clustering)

Call-Off Ref:

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Call-Off Schedule 12 (Clustering) – Not Used

Call-Off Schedule 13 (Implementation Plan and Testing)

Part A - Implementation

25. Definitions

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

"Delay"	a) a delay in the Achievement of a Milestone by its Milestone Date; or b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
"Deliverable Item"	an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;
"Milestone Payment"	a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone;
Implementation Period"	has the meaning given to it in Paragraph 7.1;

26. Agreeing and following the Implementation Plan

56.9 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan 10 days after the Call-Off Contract Start Date.

56.10 The draft Implementation Plan:

56.10.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Contracting Authority may otherwise require; and

56.10.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.

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

56.12 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.

56.13 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Contracting Authority on such performance.

27. Reviewing and changing the Implementation Plan

56.14 Subject to Paragraph 56.16, the Supplier shall keep the Implementation Plan under review in accordance with the Contracting Authorities instructions and ensure that it is updated on a regular basis.

56.15 The Contracting Authority shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.

56.16 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.

56.17 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.

56.18

28. Security requirements before the Start Date

56.19 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Call-Off Start Date. The Supplier shall ensure that this is reflected in their Implementation Plans.

56.20 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Contracting Authorities IT systems, or any IT systems linked to the Contracting Authority, unless they have satisfied the Contracting Authorities security requirements.

56.21 The Supplier shall be responsible for providing all necessary information to the Contracting Authority to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Contracting Authorities requirements.

56.22 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Contracting Authority of any alterations and additions as they take place throughout the Call-Off Contract.

56.23 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Contracting Authority Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Contracting Authority, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.

56.24 If a property requires Supplier Staff or Subcontractors to be accompanied by the Contracting Authorities Authorised Representative, the Contracting Authority must be given reasonable notice of such a requirement, except in the case of emergency access.

29. What to do if there is a Delay

56.25 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:

- 56.25.1 notify the Contracting Authority as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
- 56.25.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
- 56.25.3 comply with the Contracting Authorities instructions in order to address the impact of the Delay or anticipated Delay; and
- 56.25.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

30. Compensation for a Delay

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

- 56.26.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Contracting Authority as a result of the Supplier's failure to Achieve the corresponding Milestone;
- 56.26.2 Delay Payments shall be the Contracting Authorities exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
 - ~~56.26.2.1~~ the Contracting Authority is otherwise entitled to or does terminate this Contract pursuant to

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Clause 10.4 (When the Authority or the Contracting Authority can end this contract); or

~~56.26.2~~ the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;

56.26.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;

56.26.4 no payment or other act or omission of the Contracting Authority shall in any way affect the rights of the Contracting Authority to recover the Delay Payments or be deemed to be a waiver of the right of the Contracting Authority to recover any such damages; and

56.26.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

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56.31 Annex 1: Implementation Plan

56.32

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

Delay Payments	Milestone Payments	Contracting Authority Responsibilities	Milestone Date	Duration	Deliverable Items	Milestone
[]	[]	[]	[]	[]	[]	[]
<p>The Milestones will be Achieved in accordance with this Call-Off Schedule 13: (Implementation Plan and Testing)</p> <p>For the purposes of Paragraph 56.26.2 the Delay Period Limit shall be [insert number of days].</p>						

Part B - Testing

32. Definitions

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

"Component"	any constituent parts of the Deliverables;
"Material Test Issue"	a Test Issue of Severity Level 1 or Severity Level 2;
"Satisfaction Certificate"	a certificate materially in the form of the document contained in Annex 2 issued by the Contracting Authority when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
"Severity Level"	the level of severity of a Test Issue, the criteria for which are described in Annex 1;
"Test Issue Management Log"	a log for the recording of Test Issues as described further in Paragraph 56.57 of this Schedule;
"Test Issue Threshold"	in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
"Test Reports"	the reports to be produced by the Supplier setting out the results of Tests;
"Test Specification"	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of this Schedule;
"Test Strategy"	a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule;
"Test Success Criteria"	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule;

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"Test Witness"	any person appointed by the Contracting Authority pursuant to Paragraph 9 of this Schedule; and
"Testing Procedures"	the applicable testing procedures and Test Success Criteria set out in this Schedule.

33. How testing should work

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

34. Planning for testing

- 56.40 The Supplier shall develop the final Test Strategy as soon as practicable after the Start Date but in any case no later than twenty (20) Working Days after the Start Date.
- 56.41 The final Test Strategy shall include:
- 56.41.1 an overview of how Testing will be conducted in relation to the Implementation Plan;
 - 56.41.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
 - 56.41.3 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;

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- 56.41.4 the procedure to be followed to sign off each Test;
- 56.41.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;
- 56.41.6 the names and contact details of the Contracting Authority and the Supplier's Test representatives;
- 56.41.7 a high level identification of the resources required for Testing including Contracting Authority and/or third party involvement in the conduct of the Tests;
- 56.41.8 the technical environments required to support the Tests; and
- 56.41.9 the procedure for managing the configuration of the Test environments.

35. Preparing for Testing

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

36. Passing Testing

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

37. How Deliverables will be tested

- 56.46 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).
- 56.47 Each Test Specification shall include as a minimum:
 - 56.47.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant

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- Test data to be provided by the Contracting Authority and the extent to which it is equivalent to live operational data;
- 56.47.2 a plan to make the resources available for Testing;
- 56.47.3 Test scripts;
- 56.47.4 Test pre-requisites and the mechanism for measuring them; and
- 56.47.5 expected Test results, including:
 - 56.47.5.1 a mechanism to be used to capture and record Test results; and
 - 56.47.5.2 a method to process the Test results to establish their content.

38. Performing the tests

- 56.48 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.
- 56.49 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3.
- 56.50 The Supplier shall notify the Contracting Authority at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Contracting Authority shall ensure that the Test Witnesses attend the Tests.
- 56.51 The Contracting Authority may raise and close Test Issues during the Test witnessing process.
- 56.52 The Supplier shall provide to the Contracting Authority in relation to each Test:
 - 56.52.1 a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and
 - 56.52.2 the final Test Report within 5 Working Days of completion of Testing.
- 56.53 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
 - 56.53.1 an overview of the Testing conducted;
 - 56.53.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;
 - 56.53.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;

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- 56.53.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 56.57; and
- 56.53.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 56.54 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
- 56.55 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Contracting Authority shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 56.56 If the Supplier successfully completes the requisite Tests, the Contracting Authority shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

39. Discovering Problems

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

40. Test witnessing

- 56.60 The Contracting Authority may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Contracting Authority, each of whom shall have appropriate skills to fulfil the role of a Test Witness.

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56.61 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.

56.62 The Test Witnesses:

56.62.1 shall actively review the Test documentation;

56.62.2 will attend and engage in the performance of the Tests on behalf of the Contracting Authority so as to enable the Contracting Authority to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;

56.62.3 shall not be involved in the execution of any Test;

56.62.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;

56.62.5 may produce and deliver their own, independent reports on Testing, which may be used by the Contracting Authority to assess whether the Tests have been Achieved;

56.62.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and

56.63 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

41. Auditing the quality of the test

56.64 The Contracting Authority or an agent or contractor appointed by the Contracting Authority may perform on-going quality audits in respect of any part of the Testing (each a "**Testing Quality Audit**") subject to the provisions set out in the agreed Quality Plan.

56.65 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.

56.66 The Contracting Authority will give the Supplier at least 5 Working Days' written notice of the Contracting Authorities intention to undertake a Testing Quality Audit.

56.67 The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Contracting Authority to enable it to carry out the Testing Quality Audit.

56.68 If the Testing Quality Audit gives the Contracting Authority concern in respect of the Testing Procedures or any Test, the Contracting Authority shall prepare a written report for the Supplier detailing its concerns and the Supplier shall, within a reasonable timeframe, respond in writing to the Contracting Authorities report.

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- 56.69 In the event of an inadequate response to the written report from the Supplier, the Contracting Authority (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Contracting Authority.

42. Outcome of the testing

- 56.70 The Contracting Authority will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 56.71 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Contracting Authority shall notify the Supplier and:
- 56.71.1 the Contracting Authority may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
 - 56.71.2 the Contracting Authority may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
 - 56.71.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Contracting Authorities other rights and remedies, such failure shall constitute a material Default.
- 56.72 The Contracting Authority shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
- 56.73 The Contracting Authority shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
- 56.73.1 the issuing by the Contracting Authority of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
 - 56.73.2 performance by the Supplier to the reasonable satisfaction of the Contracting Authority of any other tasks identified in the Implementation Plan as associated with that Milestone.
- 56.74 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance

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with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).

56.75 If a Milestone is not Achieved, the Contracting Authority shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.

56.76 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Contracting Authority shall issue a Satisfaction Certificate.

56.77 If there is one or more Material Test Issue(s), the Contracting Authority shall refuse to issue a Satisfaction Certificate and, without prejudice to the Contracting Authorities other rights and remedies, such failure shall constitute a material Default.

56.78 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Contracting Authority may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:

56.78.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Contracting Authority agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Contracting Authority within 10 Working Days of receipt of the Contracting Authorities report pursuant to Paragraph 56.68); and

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

43. Risk

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

56.79.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Contracting Authorities requirements for that Deliverable or Milestone; or

56.79.2 affect the Contracting Authorities right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

Annex 1: Test Issues – Severity Levels

44. Severity 1 Error

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

45. Severity 2 Error

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

46. Severity 3 Error

- 56.82 This is an error which:
- 56.82.1 causes a Component to become unusable;
 - 56.82.2 causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
 - 56.82.3 has an impact on any other Component(s) or any other area of the Deliverables;
- but for which, as reasonably determined by the Contracting Authority, there is a practicable workaround available;

47. Severity 4 Error

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

48. Severity 5 Error

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

Annex 2: Satisfaction Certificate

To: [insert name of Supplier]
From: [insert name of Contracting
Authority] [insert Date dd/mm/yyyy]

Dear Sirs,

Satisfaction Certificate

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

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

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

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

[OR]

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

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

Yours faithfully

[insert Name]

[insert Position]

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

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acting on behalf of [insert name of Contracting Authority]

Call-Off Schedule 14 (Service Levels)

49. Definitions

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

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

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

- 57.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 57.2 The Supplier acknowledges that any Service Level Failure shall entitle the Contracting Authority to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Contracting Authority as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 57.3 The Supplier shall send Performance Monitoring Reports to the Contracting Authority detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 57.4 A Service Credit shall be the Contracting Authority's exclusive financial remedy for a Service Level Failure except where:
- 57.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
- 57.4.2 the Service Level Failure:
- 57.4.2.1 exceeds the relevant Service Level Threshold;

Call-Off Schedule 14 (Service Levels)

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57.4.2.2 has arisen due to a Prohibited Act or wilful Default by the Supplier;

57.4.2.3 results in the corruption or loss of any Government Data; and/or

57.4.2.4 results in the Contracting Authority being required to make a compensation payment to one or more third parties; and/or

57.4.3 the Contracting Authority is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (the Authority and Contracting Authority Termination Rights).

57.5 Not more than once in each Contract Year, the Contracting Authority may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

57.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;

57.5.2 the principal purpose of the change is to reflect changes in the Contracting Authority business requirements and/or priorities or to reflect changing industry standards; and

57.5.3 there is no change to the Service Credit Cap.

58. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

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

58.2 the Contracting Authority shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("Compensation for Critical Service Level Failure"),

provided that the operation of this paragraph **Error! Reference source not found.** shall be without prejudice to the right of the Contracting Authority to terminate this Contract and/or to claim damages from the Supplier for material Default.

Part A: Service Levels and Service Credits

50. Service Levels

If the level of performance of the Supplier:

58.3 is likely to or fails to meet any Service Level Performance Measure; or

58.4 is likely to cause or causes a Critical Service Failure to occur,

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

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

59. Service Credits

- 59.1 The Contracting Authority shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 59.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

Annex A to Part A: Services Levels and Service Credits Table

[Guidance Note: The following are included by way of example only.
Procurement-specific Service Levels should be incorporated]

Service Levels				Service Credit for each Service Period
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
[Accurate and timely billing of Contracting Authority	Accuracy /Timelines	at least 98% at all times	[]	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure
Access to Contracting Authority support	Availability	at least 98% at all times	[]	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure
Flexible Resource Pool Fill Rate	Percentage of role fill from Flexible Resource Pool	[as defined by the Contracting Authority]	[]	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure

The Service Credits shall be calculated on the basis of the following formula:

[Example:

Call-Off Schedule 14 (Service Levels)

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Formula: x% (Service Level Performance Measure) - x% (actual Service Level performance)	=	x% of the Charges payable to the Contracting Authority as Service Credits to be deducted from the next Invoice payable by the Contracting Authority
Worked example: 98% (e.g. Service Level Performance Measure requirement for accurate and timely billing Service Level) - 75% (e.g. actual performance achieved against this Service Level in a Service Period)	=	23% of the Charges payable to the Contracting Authority as Service Credits to be deducted from the next Invoice payable by the Contracting Authority]

Part B: Performance Monitoring

51. Performance Monitoring and Performance Review

- 59.3 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Contracting Authority 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.
- 59.4 The Supplier shall provide the Contracting Authority with performance monitoring reports ("Performance Monitoring Reports") in accordance with the process and timescales agreed pursuant to paragraph **Error! Reference source not found.** of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
- 59.4.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 59.4.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 59.4.3 details of any Critical Service Level Failures;
 - 59.4.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 59.4.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 59.4.6 such other details as the Contracting Authority may reasonably require from time to time.
- 59.5 The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Contracting Authority of the Performance Monitoring Reports. The Performance Review Meetings shall:
- 59.5.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Contracting Authority shall reasonably require;
 - 59.5.2 be attended by the Supplier's Representative and the Contracting Authority's Representative; and
 - 59.5.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Contracting Authority's Representative and any other recipients agreed at the relevant meeting.

Call-Off Schedule 14 (Service Levels)

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- 59.6 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Contracting Authority's Representative at each meeting.
- 59.7 The Supplier shall provide to the Contracting Authority such documentation as the Contracting Authority 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.

60. Satisfaction Surveys

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

Call-Off Schedule 15 (Call-Off Contract Management)

1. Definitions

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

"Operational Board" the board established in accordance with paragraph 2.1 of this Schedule;

"Project Manager" the manager appointed in accordance with paragraph 2.1 of this Schedule;

2. Project Management

2.1 The Supplier and the Contracting Authority shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.

2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Contract Manager

3.1 The Supplier's Contract Manager's shall be:

- 3.1.1 the primary point of contact to receive communication from the Contracting Authority and will also be the person primarily responsible for providing information to the Contracting Authority;
- 3.1.2 able to delegate his position to another person at the Supplier but must inform the Contracting Authority before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;
- 3.1.3 able to cancel any delegation and recommence the position himself; and
- 3.1.4 replaced only after the Contracting Authority has received notification of the proposed change.

Call-Off Schedule 15 (Call-Off Contract Management)

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- 3.2 The Contracting Authority may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 3.3 Receipt of communication from the Supplier's Contract Manager's by the Contracting Authority does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

4. Role of the Operational Board

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

5. Contract Risk Management

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Contracting Authority, processes for:
 - 5.2.1 the identification and management of risks;

Framework Ref: RM6160

Project Version: v1.0

Model Version: v3.0

Call-Off Schedule 15 (Call-Off Contract Management)

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- 5.2.2 the identification and management of issues; and
 - 5.2.3 monitoring and controlling project plans.
- 5.3 The Supplier allows the Contracting Authority to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 5.4 The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Contracting Authority's and the Supplier have identified.

Annex: Contract Boards

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

To be confirmed

Call-Off Schedule 16 (Benchmarking)

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Call-Off Schedule 16 (Benchmarking) – Not Used

Call-Off Schedule 17 (MOD Terms)

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Call-Off Schedule 17 (MOD Terms) - Not Used

Call-Off Schedule 18 (Background Checks)

53. When you should use this Schedule

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

63. Definitions

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

64. Relevant Convictions

64.1.1 The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.

64.1.2 Notwithstanding Paragraph 2.1.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Contracting Authority owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):

64.1.2.1 carry out a check with the records held by the Department for Education (DfE);

64.1.2.2 conduct thorough questioning regarding any Relevant Convictions; and

64.1.2.3 ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

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

Annex 1 – Relevant Convictions

To be Confirmed

Call-Off Schedule 19 (Scottish Law)

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Call-Off Schedule 19 (Scottish Law) - Not Used

Call-Off Schedule 20 (Call-Off Specification)

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

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

1. INTRODUCTION

- 1.1. The Contracting Authority has appointed the Supplier as a master vendor to supply contingent labour services as detailed in this Schedule 20.
- 1.2. The Supplier will provide the Contracting Authority with the following services from the date of this Agreement:
 - 1.2.1. A managed service, whereby the Supplier will be responsible for managing the recruitment process for Temporary Work-Seekers for the Contracting Authority and the relationships between the Contracting Authority and the secondary suppliers.
 - 1.2.2. Provision of the resource to deliver the implementation plan as detailed in Call-Off Schedule 13 (Implementation Plan and Testing).
 - 1.2.3. Supplier's operational staff delivering the Services.
 - 1.2.4. Provision of 3SS as detailed in Annex 1 of this Specification.
 - 1.2.5. Providing Management Information relating to the Services and as required for the performance and business reviews as agreed in this Agreement.
 - 1.2.6. System support and maintenance as detailed in Annex 1 of this Specification.
 - 1.2.7. Providing payroll services and invoicing as detailed in Call-Off Schedule 5 (Pricing Details).
- 1.3. The Supplier shall comply with the service levels detailed in Call-Off Schedule 14 (Service Levels) at all times.

2. Vendor Management System

- 2.1. As part of the Services, the Supplier shall provide the Contracting Authority a Vendor Management System ("VMS") as detailed in Annex 1 of this Specification that will allow the Contracting Authority to:
 - 2.1.1. Record a placement for the successful Temporary Work-Seeker.
 - 2.1.2. Allow Temporary Workers to submit timesheets and expenses claims.
 - 2.1.3. Allow a Temporary Workers supervisor to approve or reject timesheets and expenses

2.1.4. Allow the creation of ad-hoc invoices to cover any costs the Contracting Authority agrees they are liable for which are unable to form part of the normal invoicing process.

2.1.5. Permit nominated Contracting Authority staff to produce standard and ad-hoc reports based on any of the data items relating to requirements, placements, timesheets, expenses and invoices.

2.1.6. The VMS shall confirm to the hiring manager once a timesheet or expenses claim has been approved, together with a cumulative total of spend since the beginning of the placement.

3. Quality Candidates

3.1. Once the Contracting Authority has submitted a request onto the VMS, the Supplier will be required to provide suitable CVs of Temporary Work-Seekers within the timescales agreed between the parties for that role.

3.2. The Supplier shall ensure that once a Temporary Work-Seeker has been identified, all relevant checks detailed in Call-Off Schedule 18 (Background Checks) shall be completed.

3.3. Where required, the Supplier shall provide to the Temporary Work-Seekers any documents the Contracting Authority require the Temporary Work-seeker to review and/or sign including but not limited to any Non-Disclosure Agreements, Code of Conduct, security policy, acceptable use of electronic equipment and communications systems, personal use of social media, data protection policy, intellectual property rights policy and travel and subsistence policy.

4. Second Tier

4.1. The Supplier shall be responsible for working with the Secondary Suppliers and guiding them through the recruitment process. The Supplier will ensure that the Secondary Suppliers have the correct information to allow effective sourcing of Temporary Work-Seekers, screening, arranging of interviews, presentation of offers and the deployment of the Temporary Work-Seeker into an Assignment.

4.2. The Supplier will use reasonable endeavours to agree contracts with the Secondary Suppliers ("Third-Party Agreements"). The Contracting Authority will support the Supplier with this process and will communicate to all prospective Secondary Suppliers the Contracting Authority's wish for the Secondary Supplier to enter into a Third-Party Agreement in order to supply Temporary Work-Seekers to the Contracting Authority. The Third-Party Agreements will include all relevant clauses in this Agreement flowed down to the Secondary Suppliers.

4.3. The Supplier agrees that the following steps shall take place in relation to the Secondary Suppliers:

4.3.1. The Supplier shall source its own suitable candidates within the time periods agreed with the Contracting Authority.

4.3.2. If insufficient numbers of suitable Temporary Work-Seekers are found, the parties will agree to release the role to the relevant Secondary Supplier(s) to source the Temporary Work-Seeker.

4.3.3. Where the steps detailed in 4.3.1 and 4.3.2 are unable to provide the Contracting Authority with the required Temporary Work-Seeker and the Contracting Authority subsequently

identifies a suitable Temporary Work-Seeker via a supplier that is not currently a Secondary Supplier, then the Supplier shall use all reasonable endeavours to engage the supplier through a Third-Party Agreement to enable the Contracting Authority to engage the Temporary Work-Seeker.

5. **Timesheet Process**

- 5.1. The Supplier shall ensure that no Temporary Worker shall wait more than 4 weeks to receive their salary.
- 5.2. The Contracting Authority and Supplier shall ensure that any Temporary Work-Seeker must submit their timesheets no later than 14 days after completing work in order to be paid within the period set out in clause 5.1 of this Call-Off Schedule 20. The Supplier shall, on a weekly basis, produce an aged timesheet report for the Contracting Authority to indicate where timesheets have not been submitted within 7 days after completing the work and also where the timesheets or expense claims have not been approved within 7 days.
- 5.3. The Supplier shall communicate to the Temporary Work-Seeker and hiring manager the need to submit and approve timesheets.

6. **Management Information**

- 6.1. The Supplier shall be required to provide to the Contracting Authority all reasonably requested Management Information required for review. The Management Information shall include; but is not limited to; diversity information; time to hire statistics; compliance with the rates set out in Call-Off Schedule 5 (Pricing Details); CVs to interview and interview to placement statistics; and labour market intelligence (including skills availability, location of skills, average salary/rates for each skillset and future trends). All Management Information is subject to data sets being available in either Eploy, 3SS or the external marketplace.
- 6.2. Any Management Information required by the Contracting Authority should be made available at least 3 working days prior to any operational governance review meetings between the parties.
- 6.3. The Contracting Authority may utilize their Eploy Applicant Tracking System to drive Management Information and the Supplier may be measured against this.

7. **Travel and Subsistence**

- 7.1. The Supplier agrees that all Travel and Subsistence should be in line with the Contract Authority's Travel and Subsistence Policy. Any claims by Temporary Work-Seekers should be supported by valid receipts for audit purposes and must not exceed any of the rates given below. Should the rates below be exceeded, the Contracting Authority reserves the right to reimburse only up to the stated rate.

Air Travel

Domestic air travel – Air travel in mainland England, Wales and Scotland is not permitted.

International air travel – International air travel to destinations accessible by Eurostar (Paris, Brussels) is not permitted. International travel is not expected to be a requirement of this contract.

Rail Travel

All Journeys – Standard class rail unless a clear business case demonstrating value for money can be presented. This includes international rail journeys by Eurostar and other international and overseas rail operators.

Mileage Allowance

Mileage Allowance	First 10,000 business miles in the tax year	Each business mile over 10,000 in the tax year
Private cars and vans – no public transport rate*	45p	25p
Private cars and vans – public transport rate	25p	25p
Private motorcycles	24p	24p
Passenger supplement	5p	5p
Equipment supplement	3p	3p
Bicycle	20p	20p

*NB the 'no public transport rate' for car and van travel can only be claimed where the use of a private vehicle for the journey is essential e.g. on grounds of disability or where there is no practical public transport alternative. If the use of the vehicle is not essential the 'public transport rate' should be claimed.

** Under HMRC rules this expense is taxable.

UK Subsistence

Location	Rate
London (Bed and Breakfast)	£130 per night
Rates for specific cities (Bed and Breakfast)	Bristol £100 per night Weybridge £100 per night Warrington £90 per night Reading £85 per night
UK Other (Bed and Breakfast)	£75 per night for all other locations

Annex 1

Technology Agreement

“3SS” means the Internet-based recruitment management solution provided by the Supplier, and any updates, enhancements or features thereof or added thereto during the term of the Agreement.

1. Implementation of 3SS

- 1.1. The Contracting Authority agrees to the provision of 3SS as the Recruitment System to be used by the Supplier in performance of certain of its obligations under this Agreement. As soon as practical, the parties will meet to agree the Contracting Authority configuration of the fields within 3SS (the “Contracting Authority Configuration Template”).
- 1.2. Following agreement in writing of the Contracting Authority Configuration Template, each party will perform its respective obligations with regard to the implementation of 3SS as stated therein.
- 1.3. Each party will appoint a project manager to manage its own responsibilities with regard to implementation, delivery, consultation and activity, and to be the principal point of contact with the other party for the implementation of the Contracting Authority Configuration Template.

2. Acceptance & Ongoing support and maintenance of 3SS

- 2.1. The 3SS implementation and completion of the tasks described in the Contracting Authority Configuration Template will be deemed accepted by the Contracting Authority when 3SS is first used by the Contracting Authority in a live environment. Following completion of the tasks described in the Contracting Authority Configuration Template, the Supplier agrees to provide support and maintenance for 3SS as described in the Support and Maintenance Services Description set out in the Annex 1 to this Schedule.
- 2.2. Upon completion of the 3SS implementation the Supplier shall use reasonable endeavors to meet the target service levels specified in the service level agreement attached as Annex 2 to this Technology Agreement (the “Service Level Agreement”).

3. Charges for initial implementation, use and ongoing support and maintenance

- 3.1. **Licence fees and support charges.** There will be no additional licence fees or support charges payable in respect of the Contracting Authority’s access or use of the 3SS system over and above the costs stated in the Agreement.
- 3.2. **Initial Implementation Services.** Subject to Clauses 3.3 the Supplier will perform the implementation services set out in the Contracting Authority Configuration Templates without making any separate charge to the Contracting Authority.
- 3.3. **Additional 3SS Features & Agreed development.** The Supplier may from time to time offer new features and functionality in 3SS on a chargeable basis. The Supplier will also raise a charge to the Contracting Authority in the event that it is requested and agrees to perform configuration work outside of the scope described in the Contracting Authority Configuration Template. If the Contracting Authority elects to receive such features or functionality or additional configuration services, this will be subject to an agreed charge. In the event that the Contracting Authority requests any of the foregoing such work shall be subject to the agreement of the Supplier and the Contracting Authority and any associated charge for such work. The Supplier will not commence any such additional work until the exact requirements and costs in respect of those requirements have been formally agreed between the parties.

4. Intellectual Property

- 4.1. Notwithstanding any contrary provision in the Agreement, all Intellectual Property Rights in 3SS remain vested with the Supplier or its licensors.

- 4.2. Notwithstanding any contrary provision in the Agreement, use of 3SS shall be subject to the terms and conditions of the click-thru license in 3SS and the Contracting Authority undertakes to use 3SS in accordance with the terms and subject to the restrictions stated in such license.
- 4.3. The Contracting Authority undertakes to follow all reasonable instructions that the Supplier may give from time to time with regards to the use of trademarks, copyrights, database rights and other notice of ownership of rights of the Supplier and/or its licensors.
- 4.4. In the event that the Contracting Authority receives a claim as to the infringement of any third party's Intellectual Property Rights related to 3SS, it shall notify the Supplier of the same as soon as reasonably practicable and permit the Supplier to take whatever steps are necessary to enable continued use of 3SS, or to modify it, or replace it with software that is at least functionally equivalent. If in the Supplier' opinion none of the above options are appropriate or available, the Contracting Authority shall cease use and access of 3SS or at least that part giving rise to such claim upon the Supplier' written request.

5. Termination

- 5.1. Following termination of this Agreement the licence to use 3SS shall automatically expire. The Contracting Authority can request to renew the licence subject to payment of the licence fee, which will be agreed between the parties at the point of termination.
- 5.2. Should the Contracting Authority require the Supplier to develop any interfaces either to its own systems or to the systems of a replacement supplier, or further configuration of 3SS to facilitate the replacement service, then this work shall be charged separately on a man day basis at a rate to be agreed between the parties at the point of termination

Call-Off Schedule 21 (Northern Ireland Law)

Call-Off Ref:

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Call-Off Schedule 21 (Northern Ireland Law) - Not Used

Call-Off Schedule 22 (Lease Terms)

Call-Off Ref:

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Call-Off Schedule 22 (Lease Terms) - Not Used