

# Order Form

CALL-OFF REFERENCE: K280022328 (Lots 1 and 2)

THE BUYER: Driver and Vehicle Standards Agency (DVSA)

BUYER ADDRESS DVSA, Berkeley House, Croydon Street, Bristol. BS5 0DA

THE SUPPLIER: D A Languages Limited

SUPPLIER ADDRESS: Suite 4a Statham House Talbot Road, Stretford,  
Manchester M32 0FP

REGISTRATION NUMBER: XXXXXX  
redacted  
under  
FOIA  
section 40

DUNS NUMBER: XXXXXX  
redacted  
under FOIA  
section 40

SID4GOV ID: XXXXXX  
redacted  
under  
FOIA  
section 40

## APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 1st May 2025.  
It's issued under the Framework Contract with the reference number RM6141 for the provision of  
Language Services 2024.

### CALL-OFF LOT(S):

**Lot 1: National Managed Service**

- **DVSA Lot 1: Translation, Transcription and Ancillary Services and Non – Spoken Language Services**
- **DVSA Lot 2: Telephone, Face to Face Interpreting and Spoken Video Interpreting**

## 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) RM6141
3. The following Schedules in equal order of precedence:

- Joint Schedules for RM6141

- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties) (not used)
- Joint Schedule 8 (Guarantee) (not used)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 12 (Supply Chain Visibility) (not used)

- Call-Off Schedules for RM6141

- 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 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 13 (Implementation Plan and Testing) (not used)
- Call-Off Schedule 14 (Service Levels)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 20 (Call-Off Specification)

4. CCS Core Terms (version 3.0.8)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6141
6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

## CALL-OFF SPECIAL TERMS

None

CALL-OFF START DATE: 29<sup>th</sup> June 2025

CALL-OFF EXPIRY DATE: 28<sup>th</sup> June 2028

CALL-OFF INITIAL PERIOD: 3 years

#### CALL-OFF DELIVERABLES

Option B: See details in Call-Off Schedule 20 (Call-Off Specification) Lots 1 and 2.

#### 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 redacted under FOIA section 43

#### CALL-OFF CHARGES

Option B: 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)

#### REIMBURSABLE EXPENSES

Recoverable as stated in Call-Off Schedule 20 (Call-Off Specification)

#### PAYMENT METHOD

Via Invoice/Purchase Order (BACS)

#### BUYER'S INVOICE ADDRESS:

Invoices must be sent either electronically or by post. All electronic invoices and credit notes can be emailed, in PDF format, to:

XXXXXX redacted under FOIA section 40

#### BUYER'S AUTHORISED REPRESENTATIVE

XXXXXX redacted under FOIA section 40

Commercial Category Manager XXXXXX

redacted under FOIA section 40

@dvsa.gov.uk

DVSA, Berkeley House, Croydon Street, Bristol BS5 0DA.

#### BUYER'S ENVIRONMENTAL POLICY

[DVSA sustainability strategy - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/policies/dvsa-sustainability-strategy)

#### BUYER'S SECURITY POLICY

**N/A**

#### SUPPLIER'S AUTHORISED REPRESENTATIVE

XXXXXX redacted under FOIA section 40

Regional Account Manager XXXXXX redacted

under FOIA section 40

@dals.co.uk

#### SUPPLIER'S CONTRACT MANAGER

XXXXXX redacted under FOIA section 40  
Interim Implementations Manager  
[XXXXXX redacted under FOIA section 40](#)  
[@dals.co.uk](#)

PROGRESS REPORT FREQUENCY  
**Monthly reports**  
PROGRESS MEETING FREQUENCY  
**Monthly meetings**

KEY STAFF  
XXXXXX redacted under  
FOIA section 40  
Implementations Manager  
[XXXXXX redacted under](#)  
[FOIA section 40](#)  
[@dals.co.uk](#)

KEY SUBCONTRACTOR(S)  
N/A


COMMERCIALLY SENSITIVE INFORMATION  
To be found in Joint Schedule 4.

SERVICE CREDITS  
Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).  
The Service Credit Cap is: £5,000.00 per month  
The Service Period is: One Month  
A Critical Service Level Failure is: 3 repeat instances of the max service credit cap being reached.

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)

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature	 <small>contractworks.</small>
Name:	XXXXXX redacted under FOIA section 40	Name:	XXXXXX redacted under FOIA section 40
Role:	Finance Director	Role:	commercial Category Manager

Date:

07/05/2025

Date:

/05/2025

# Joint Schedule 1 (Definitions)

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

"Achieve"	<i>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</i>
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	<i>that Milestone and "Achieved", "Achieving" and "Achievement" shall be construed accordingly;</i>
<i>"Additional Insurances"</i>	<i>insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);</i>
<i>"Admin Fee"</i>	<i>means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: <a href="http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees">http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees</a>;</i>
<i>"Affected Party"</i>	<i>the party seeking to claim relief in respect of a Force Majeure Event;</i>
<i>"Affiliates"</i>	<i>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;</i>
<i>"Annex"</i>	<i>extra information which supports a Schedule;</i>
<i>"Approval"</i>	<i>the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;</i>
<i>"Audit"</i>	<p><i>the Relevant Authority's right to:</i></p> <ul style="list-style-type: none"> <li><i>a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract);</i></li> <li><i>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;</i></li> <li><i>c) verify the Open Book Data;</i></li> <li><i>d) verify the Supplier's and each Subcontractor's compliance with the applicable law;</i></li> <li><i>e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</i></li> <li><i>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</i></li> <li><i>g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</i></li> <li><i>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</i></li> </ul>

	<p><i>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</i></p> <p><i>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or</i></p> <p><i>k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</i></p>
<b>"Auditor"</b>	<p><i>a) the Buyer's internal and external auditors;</i></p> <p><i>b) the Buyer's statutory or regulatory auditors;</i></p> <p><i>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</i></p> <p><i>d) HM Treasury or the Cabinet Office;</i></p> <p><i>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</i></p> <p><i>f) successors or assigns of any of the above;</i></p>
<b>"Authority"</b>	<i>CCS and each Buyer;</i>
<b>"Authority Cause"</b>	<i>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;</i>
<b>"BACS"</b>	<i>the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;</i>
<b>"Beneficiary"</b>	<i>a Party having (or claiming to have) the benefit of an indemnity under this Contract;</i>
<b>"Buyer"</b>	<i>the relevant public sector purchaser identified as such in the Order Form;</i>
<b>"Buyer Assets"</b>	<i>the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;</i>
<b>"Buyer Authorised Representative"</b>	<i>the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;</i>
<b>"Buyer Premises"</b>	<i>premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);</i>



<b>"Call-Off Contract"</b>	<b><i>the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;</i></b>
<b>"Call-Off Contract Period"</b>	<b><i>the Contract Period in respect of the Call-Off Contract;</i></b>
<b>"Call-Off Expiry Date"</b>	<b><i>the date of the end of a Call-Off Contract as stated in the Order Form;</i></b>
<b>"Call-Off Incorporated Terms"</b>	<b><i>the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;</i></b>
<b>"Call-Off Initial Period"</b>	<b><i>the Initial Period of a Call-Off Contract specified in the Order Form;</i></b>
<b>"Call-Off Optional Extension Period"</b>	<b><i>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;</i></b>
<b>"Call-Off Procedure"</b>	<b><i>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);</i></b>
<b>"Call-Off Special Terms"</b>	<b><i>any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;</i></b>
<b>"Call-Off Start Date"</b>	<b><i>the date of start of a Call-Off Contract as stated in the Order Form;</i></b>
<b>"Call-Off Tender"</b>	<b><i>the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);</i></b>
<b>"CCS"</b>	<b><i>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;</i></b>
<b>"CCS Authorised Representative"</b>	<b><i>the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;</i></b>
<b>"Central Government Body"</b>	<b><i>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:</i></b> <ul style="list-style-type: none"> <li><b><i>a) Government Department;</i></b></li> <li><b><i>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</i></b></li> <li><b><i>c) Non-Ministerial Department; or</i></b></li> <li><b><i>d) Executive Agency;</i></b></li> </ul>

<b>"Change in law"</b>	<b><i>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;</i></b>
<b>"Change of Control"</b>	<b><i>a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;</i></b>
<b>"Charges"</b>	<b><i>the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;</i></b>
<b>"Claim"</b>	<b><i>any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;</i></b>
<b>"Commercially Sensitive Information"</b>	<b><i>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;</i></b>
<b>"Comparable Supply"</b>	<b><i>the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;</i></b>
<b>"Compliance Officer"</b>	<b><i>the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;</i></b>
<b>"Confidential Information"</b>	<b><i>means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;</i></b>
<b>"Conflict of Interest"</b>	<b><i>a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;</i></b>
<b>"Contract"</b>	<b><i>either the Framework Contract or the Call-Off Contract, as the context requires;</i></b>
<b>"Contracts Finder"</b>	<b><i>the Government's publishing portal for public sector procurement opportunities;</i></b>
<b>"Contract Period"</b>	<b><i>the term of either a Framework Contract or Call-Off Contract from the earlier of the:</i></b>  <b><i>a) applicable Start Date; or</i></b>  <b><i>b) the Effective Date</i></b>  <b><i>until the applicable End Date;</i></b>
<b>"Contract Value"</b>	<b><i>the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;</i></b>

<b>"Contract Year"</b>	<i>a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;</i>
<b>"Control"</b>	<i>control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;</i>
<b>"Controller"</b>	<i>has the meaning given to it in the GDPR;</i>
<b>"Core Terms"</b>	<i>CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;</i>
<b>"Costs"</b>	<p><i>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</i></p> <p><i>a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including:</i></p> <ul style="list-style-type: none"> <li><i>i) base salary paid to the Supplier Staff;</i></li> <li><i>ii) employer's National Insurance contributions;</i></li> <li><i>iii) pension contributions;</i></li> <li><i>iv) car allowances;</i></li> <li><i>v) any other contractual employment benefits;</i></li> <li><i>vi) staff training;</i></li> <li><i>vii) work place accommodation;</i></li> <li><i>viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</i></li> <li><i>ix) reasonable recruitment costs, as agreed with the Buyer;</i></li> </ul> <p><i>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 Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</i></p> <p><i>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</i></p> <p><i>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</i></p> <p><i>but excluding:</i></p> <p><i>a) Overhead;</i></p>

	<p>b) <i>financing or similar costs;</i></p> <p>c) <i>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;</i></p> <p>d) <i>taxation;</i></p> <p>e) <i>finances and penalties;</i></p> <p>f) <i>amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</i></p> <p>g) <i>non-cash items (including depreciation, amortisation, impairments and movements in provisions);</i></p>
<b>"Crown Body"</b>	<i>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;</i>
<b>"CRTPA"</b>	<i>the Contract Rights of Third Parties Act 1999;</i>
<b>"Data Protection Impact Assessment"</b>	<i>an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;</i>
<b>"Data Protection legislation"</b>	<i>(i) the GDPR, the IED 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;</i>
<b>"Data Protection Liability Cap"</b>	<i>the amount specified in the Framework Award Form.</i>
<b>"Data Protection Officer"</b>	<i>has the meaning given to it in the GDPR;</i>
<b>"Data Subject"</b>	<i>has the meaning given to it in the GDPR;</i>
<b>"Data Subject Access Request"</b>	<i>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;</i>
<b>"Deductions"</b>	<i>all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;</i>
<b>"Default"</b>	<i>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;</i>

<b>"Default Management Charge"</b>	<i>has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);</i>
<b>"Delay Payments"</b>	<i>the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;</i>
<b>"Deliverables"</b>	<i>Goods and/or Services that may be ordered under the Contract including the Documentation;</i>
<b>"Delivery"</b>	<i>delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;</i>
<b>"Disaster"</b>	<i>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");</i>
<b>"Disclosing Party"</b>	<i>the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);</i>
<b>"Dispute"</b>	<i>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;</i>
<b>"Dispute Resolution Procedure"</b>	<i>the dispute resolution procedure set out in Clause 34 (Resolving disputes);</i>
<b>"Documentation"</b>	<p><i>descriptions of the Services and Service levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</i></p> <ul style="list-style-type: none"> <li><i>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</i></li> <li><i>b) is required by the Supplier in order to provide the Deliverables; and/or</i></li> <li><i>c) has been or shall be generated for the purpose of providing the Deliverables;</i></li> </ul>
<b>"DOTAS"</b>	<i>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</i>

	<i>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;</i>
<b>"DPA 2018"</b>	<i>the Data Protection Act 2018;</i>
<b>"Due Diligence Information"</b>	<i>any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;</i>
<b>"Effective Date"</b>	<i>the date on which the final Party has signed the Contract;</i>
<b>"EIR"</b>	<i>the Environmental Information Regulations 2004;</i>
<b>"Employment Regulations"</b>	<i>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;</i>
<b>"End Date"</b>	<p><i>the earlier of:</i></p> <p>a) <i>the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or</i></p> <p>b) <i>if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;</i></p>
<b>"Environmental Policy"</b>	<i>to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;</i>
<b>"Estimated Year 1 Charges"</b>	<i>the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;</i>
<b>"Estimated Yearly Charges"</b>	<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>

<b>"Equality and Human Rights Commission"</b>	<b><i>the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;</i></b>
<b>"Existing IPR"</b>	<b><i>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);</i></b>
<b>"Expiry Date"</b>	<b><i>the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);</i></b>
<b>"Extension Period"</b>	<b><i>the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;</i></b>
<b>"FOIA"</b>	<b><i>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;</i></b>
<b>"Force Majeure Event"</b>	<p><b><i>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:</i></b></p> <ul style="list-style-type: none"> <li><b><i>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;</i></b></li> <li><b><i>b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</i></b></li> <li><b><i>c) acts of a Crown Body, local government or regulatory bodies;</i></b></li> <li><b><i>d) fire, flood or any disaster; or</i></b></li> <li><b><i>e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</i></b> <ul style="list-style-type: none"> <li><b><i>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;</i></b></li> <li><b><i>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</i></b></li> <li><b><i>iii) any failure of delay caused by a lack of funds;</i></b></li> </ul> </li> </ul>
<b>"Force Majeure Notice"</b>	<b><i>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;</i></b>
<b>"Framework Award Form"</b>	<b><i>the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;</i></b>
<b>"Framework Contract"</b>	<b><i>the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the</i></b>

	<i>provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;</i>
<b>"Framework Contract Period"</b>	<i>the period from the Framework Start Date until the End Date or earlier termination of the Framework Contract;</i>
<b>"Framework Expiry Date"</b>	<i>the date of the end of the Framework Contract as stated in the Framework Award Form;</i>
<b>"Framework Incorporated Terms"</b>	<i>the contractual terms applicable to the Framework Contract specified in the Framework Award Form;</i>
<b>"Framework Initial Period"</b>	<i>the initial term of the Framework Contract as specified in the Framework Award Form;</i>
<b>"Framework Optional Extension Period"</b>	<i>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;</i>
<b>"Framework Price(s)"</b>	<i>the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);</i>
<b>"Framework Special Terms"</b>	<i>any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;</i>
<b>"Framework Start Date"</b>	<i>the date of start of the Framework Contract as stated in the Framework Award Form;</i>
<b>"Framework Tender Response"</b>	<i>the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender Response);</i>
<b>"Further Competition Procedure"</b>	<i>the further competition procedure described in Framework Schedule 7 (Call-Off Procedure and Award Criteria);</i>
<b>"GDPR"</b>	<i>the General Data Protection Regulation (Regulation (EU) 2016/679);</i>
<b>"General Anti-Abuse Rule"</b>	<p>a) <i>the legislation in Part 5 of the Finance Act 2013 and; and</i></p> <p>b) <i>any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;</i></p>
<b>"General Change in law"</b>	<i>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;</i>
<b>"Goods"</b>	<i>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 ;</i>
<b>"Good Industry Practice"</b>	<i>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</i>



	<i>experienced person or body engaged within the relevant industry or business sector;</i>
<b>"Government"</b>	<i>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;</i>
<b>"Government Data"</b>	<p><i>the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:</i></p> <ul style="list-style-type: none"> <li><i>i) are supplied to the Supplier by or on behalf of the Authority; or</i></li> <li><i>ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract;</i></li> </ul>
<b>"Government Procurement Card"</b>	<p><i>the Government's preferred method of purchasing and payment for low value goods or services</i></p> <p><i><a href="https://www.gov.uk/government/publications/government-procurement-card--2">https://www.gov.uk/government/publications/government-procurement-card--2</a>;</i></p>
<b>"Guarantor"</b>	<i>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;</i>
<b>"Halifax Abuse Principle"</b>	<i>the principle explained in the CJEU Case C-255/02 Halifax and others;</i>
<b>"HMRC"</b>	<i>Her Majesty's Revenue and Customs;</i>
<b>"ICT Policy"</b>	<i>the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;</i>
<b>"Impact Assessment"</b>	<p><i>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</i></p> <ul style="list-style-type: none"> <li><i>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;</i></li> <li><i>b) details of the cost of implementing the proposed Variation;</i></li> <li><i>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;</i></li> <li><i>d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</i></li> </ul>

	<i>e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</i>
<b>"Implementation Plan"</b>	<i>the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;</i>
<b>"Indemnifier"</b>	<i>a Party from whom an indemnity is sought under this Contract;</i>
<b>"Independent Control"</b>	<i>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;</i>
<b>"Indexation"</b>	<i>the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;</i>
<b>"Information"</b>	<i>has the meaning given under section 84 of the Freedom of Information Act 2000;</i>
<b>"Information Commissioner"</b>	<i>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;</i>
<b>"Initial Period"</b>	<i>the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;</i>
<b>"Insolvency Event"</b>	<p><i>a) in respect of a person:</i></p> <p><i>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</i></p> <p><i>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</i></p> <p><i>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 the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</i></p> <p><i>e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</i></p> <p><i>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</i></p> <p><i>g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</i></p>

	<p>h) <i>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</i></p> <p>i) <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</i></p> <p>j) <i>any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</i></p>
<b>"Installation Works"</b>	<i>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;</i>
<b>"Intellectual Property Rights" or "IPR"</b>	<p>a) <i>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;</i></p> <p>b) <i>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</i></p> <p>c) <i>all other rights having equivalent or similar effect in any country or jurisdiction;</i></p>
<b>"Invoicing Address"</b>	<i>the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;</i>
<b>"IPR Claim"</b>	<i>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;</i>
<b>"IR35"</b>	<i>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: <a href="https://www.gov.uk/guidance/ir35-find-out-if-it-applies">https://www.gov.uk/guidance/ir35-find-out-if-it-applies</a>;</i>
<b>"Joint Controller Agreement"</b>	<i>the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (Processing Data);</i>
<b>"Joint Controllers"</b>	<i>where two or more Controllers jointly determine the purposes and means of Processing;</i>
<b>"Key Personnel"</b>	<i>the individuals (if any) identified as such in the Order Form;</i>
<b>"Key Sub-Contract"</b>	<i>each Sub-Contract with a Key Subcontractor;</i>

<b>"Key Subcontractor"</b>	<p><b>any Subcontractor:</b></p> <p>a) <i>which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</i></p> <p>b) <i>which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</i></p> <p>c) <i>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,</i></p> <p><b>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;</b></p>
<b>"Know-How"</b>	<b><i>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;</i></b>
<b>"law"</b>	<b><i>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;</i></b>
<b>"LED"</b>	<b><i>law Enforcement Directive (Directive (EU) 2016/680);</i></b>
<b>"losses"</b>	<b><i>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;</i></b>
<b>"lots"</b>	<b><i>the number of lots specified in Framework Schedule 1 (Specification), if applicable;</i></b>
<b>"Man Day"</b>	<b><i>7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;</i></b>
<b>"Man Hours"</b>	<b><i>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;</i></b>
<b>"Management Charge"</b>	<b><i>the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);</i></b>
<b>"Management Information" or "MI"</b>	<b><i>the management information specified in Framework Schedule 5 (Management Charges and Information);</i></b>

<b>"Marketing Contact"</b>	<b><i>shall be the person identified in the Framework Award Form;</i></b>
<b>"MI Default"</b>	<b><i>means when two (2) MI Reports are not provided in any rolling six (6) month period</i></b>
<b>"MI Failure"</b>	<b><i>means when an MI report:</i></b>  <b><i>a) contains any material errors or material omissions or a missing mandatory field; or</i></b>  <b><i>b) is submitted using an incorrect MI reporting Template; or</i></b>  <b><i>c) is not submitted by the reporting date (including where a declaration of no business should have been filed);</i></b>
<b>"MI Report"</b>	<b><i>means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);</i></b>
<b>"MI Reporting Template"</b>	<b><i>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;</i></b>
<b>"Milestone"</b>	<b><i>an event or task described in the Implementation Plan;</i></b>
<b>"Milestone Date"</b>	<b><i>the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;</i></b>
<b>"Month"</b>	<b><i>a calendar month and "Monthly" shall be interpreted accordingly;</i></b>
<b>"National Insurance"</b>	<b><i>contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;</i></b>
<b>"New IPR"</b>	<b><i>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</i></b>  <b><i>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;</i></b>  <b><i>but shall not include the Supplier's Existing IPR;</i></b>
<b>"Occasion of Tax Non-Compliance"</b>	<b><i>where:</i></b>  <b><i>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:</i></b>  <b><i>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</i></b>

	<p><i>equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</i></p> <p><i>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</i></p> <p><i>b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</i></p>
<b>"Open Book Data "</b>	<p><i>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</i></p> <p><i>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;</i></p> <p><i>b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</i></p> <p><i>i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</i></p> <p><i>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;</i></p> <p><i>iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and</i></p> <p><i>iv) Reimbursable Expenses, if allowed under the Order Form;</i></p> <p><i>c) Overheads;</i></p> <p><i>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</i></p> <p><i>e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</i></p> <p><i>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;</i></p> <p><i>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</i></p>

	<i>h) the actual Costs profile for each Service Period;</i>
<b>"Order"</b>	<i>means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;</i>
<b>"Order Form"</b>	<i>a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;</i>
<b>"Order Form Template"</b>	<i>the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);</i>
<b>"Other Contracting Authority"</b>	<i>any actual or potential Buyer under the Framework Contract;</i>
<b>"Overhead"</b>	<i>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";</i>
<b>"Parliament"</b>	<i>takes its natural meaning as interpreted by law;</i>
<b>"Party"</b>	<i>in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;</i>
<b>"Performance Indicators" or "PIs"</b>	<i>the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);</i>
<b>"Personal Data"</b>	<i>has the meaning given to it in the GDPR;</i>
<b>"Personal Data Breach"</b>	<i>has the meaning given to it in the GDPR;</i>
<b>"Personnel"</b>	<i>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;</i>
<b>"Prescribed Person"</b>	<i>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: <a href="https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies">https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies</a>;</i>
<b>"Processing"</b>	<i>has the meaning given to it in the GDPR;</i>
<b>"Processor"</b>	<i>has the meaning given to it in the GDPR;</i>

<b><i>"Processor Personnel"</i></b>	<b><i>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;</i></b>
<b><i>"Progress Meeting"</i></b>	<b><i>a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;</i></b>
<b><i>"Progress Meeting Frequency"</i></b>	<b><i>the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;</i></b>
<b><i>"Progress Report"</i></b>	<b><i>a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;</i></b>
<b><i>"Progress Report Frequency"</i></b>	<b><i>the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;</i></b>
<b><i>"Prohibited Acts"</i></b>	<p>a) <b><i>to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</i></b></p> <ul style="list-style-type: none"> <li><b><i>i) induce that person to perform improperly a relevant function or activity; or</i></b></li> <li><b><i>ii) reward that person for improper performance of a relevant function or activity;</i></b></li> </ul> <p>b) <b><i>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</i></b></p> <p>c) <b><i>committing any offence:</i></b></p> <ul style="list-style-type: none"> <li><b><i>i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</i></b></li> <li><b><i>ii) under legislation or common law concerning fraudulent acts; or</i></b></li> <li><b><i>iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</i></b></li> </ul> <p>d) <b><i>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;</i></b></p>
<b><i>"Protective Measures"</i></b>	<b><i>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.</i></b>



<b>"Recall"</b>	<i>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;</i>
<b>"Recipient Party"</b>	<i>the Party which receives or obtains directly or indirectly Confidential Information;</i>
<b>"Rectification Plan"</b>	<p><i>the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include:</i></p> <ul style="list-style-type: none"> <li><i>a) full details of the Default that has occurred, including a root cause analysis;</i></li> <li><i>b) the actual or anticipated effect of the Default; and</i></li> <li><i>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);</i></li> </ul>
<b>"Rectification Plan Process"</b>	<i>the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);</i>
<b>"Regulations"</b>	<i>the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);</i>
<b>"Reimbursable Expenses"</b>	<p><i>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</i></p> <ul style="list-style-type: none"> <li><i>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 Buyer otherwise agrees in advance in writing; and</i></li> <li><i>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;</i></li> </ul>
<b>"Relevant Authority"</b>	<i>the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;</i>
<b>"Relevant Authority's Confidential Information"</b>	<ul style="list-style-type: none"> <li><i>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);</i></li> <li><i>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</i></li> </ul> <p><i>information derived from any of the above;</i></p>

<b>"Relevant Requirements"</b>	<i>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;</i>
<b>"Relevant Tax Authority"</b>	<i>HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;</i>
<b>"Reminder Notice"</b>	<i>a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;</i>
<b>"Replacement Deliverables"</b>	<i>any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;</i>
<b>"Replacement Subcontractor"</b>	<i>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);</i>
<b>"Replacement Supplier"</b>	<i>any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;</i>
<b>"Request For Information"</b>	<i>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;</i>
<b>"Required Insurances"</b>	<i>the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;</i>
<b>"Satisfaction Certificate"</b>	<i>the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;</i>
<b>"Schedules"</b>	<i>any attachment to a Framework Contract or Call-Off Contract which contains important information specific to each aspect of buying and selling;</i>
<b>"Security Management Plan"</b>	<i>the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);</i>
<b>"Security Policy"</b>	<i>the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;</i>
<b>"Self Audit Certificate"</b>	<i>means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);</i>
<b>"Serious Fraud Office"</b>	<i>the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;</i>

<b>"Service Levels"</b>	<b><i>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);</i></b>
<b>"Service Period"</b>	<b><i>has the meaning given to it in the Order Form;</i></b>
<b>"Services"</b>	<b><i>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;</i></b>
<b>"Service Transfer"</b>	<b><i>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;</i></b>
<b>"Service Transfer Date"</b>	<b><i>the date of a Service Transfer;</i></b>
<b>"Sites"</b>	<b><i>any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:</i></b>  <b><i>a) the Deliverables are (or are to be) provided; or</i></b>  <b><i>b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;</i></b>
<b>"SME"</b>	<b><i>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;</i></b>
<b>"Special Terms"</b>	<b><i>any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;</i></b>
<b>"Specific Change in law"</b>	<b><i>a Change in law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in law on the Deliverables is not reasonably foreseeable at the Start Date;</i></b>
<b>"Specification"</b>	<b><i>the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;</i></b>
<b>"Standards"</b>	<b><i>any:</i></b>  <b><i>a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;</i></b>  <b><i>b) standards detailed in the specification in Schedule 1 (Specification);</i></b>  <b><i>c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;</i></b>

	d) <i>relevant Government codes of practice and guidance applicable from time to time;</i>
<b>"Start Date"</b>	<i>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;</i>
<b>"Statement of Requirements"</b>	<i>a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;</i>
<b>"Storage Media"</b>	<i>the part of any device that is capable of storing and retrieving data;</i>
<b>"Sub-Contract"</b>	<p><i>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:</i></p> <ul style="list-style-type: none"> <li><i>a) provides the Deliverables (or any part of them);</i></li> <li><i>b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</i></li> <li><i>c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</i></li> </ul>
<b>"Subcontractor"</b>	<i>any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;</i>
<b>"Subprocessor"</b>	<i>any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;</i>
<b>"Supplier"</b>	<i>the person, firm or company identified in the Framework Award Form;</i>
<b>"Supplier Assets"</b>	<i>all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;</i>
<b>"Supplier Authorised Representative"</b>	<i>the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;</i>
<b>"Supplier's Confidential Information"</b>	<ul style="list-style-type: none"> <li><i>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;</i></li> <li><i>b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;</i></li> <li><i>c) Information derived from any of (a) and (b) above;</i></li> </ul>
<b>"Supplier's Contract Manager"</b>	<i>the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;</i>

<b>"Supplier Equipment"</b>	<i>the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;</i>
<b>"Supplier Non-Performance"</b>	<i>where the Supplier has failed to:</i>  a) <i>Achieve a Milestone by its Milestone Date;</i>  b) <i>provide the Goods and/or Services in accordance with the Service levels ; and/or</i>  c) <i>comply with an obligation under a Contract;</i>
<b>"Supplier Profit"</b>	<i>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;</i>
<b>"Supplier Profit Margin"</b>	<i>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;</i>
<b>"Supplier Staff"</b>	<i>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;</i>
<b>"Supply Chain Information Report Template"</b>	<i>the document at Annex 1 of Schedule 12 Supply Chain Visibility;</i>
<b>"Supporting Documentation"</b>	<i>sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;</i>
<b>"Termination Notice"</b>	<i>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;</i>
<b>"Test Issue"</b>	<i>any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in a Call-Off Contract;</i>
<b>"Test Plan"</b>	<i>a plan:</i>  a) <i>for the Testing of the Deliverables; and</i>  b) <i>setting out other agreed criteria related to the achievement of Milestones;</i>
<b>"Tests and Testing"</b>	<i>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;</i>

<b>"Third Party IPR"</b>	<b><i>Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;</i></b>
<b>"Transferring Supplier Employees"</b>	<b><i>those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;</i></b>
<b>"Transparency Information"</b>	<b><i>the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for –</i></b>  <b><i>(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</i></b>  <b><i>(ii) Commercially Sensitive Information;</i></b>
<b>"Transparency Reports"</b>	<b><i>the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);</i></b>
<b>"Variation"</b>	<b><i>has the meaning given to it in Clause 24 (Changing the contract);</i></b>
<b>"Variation Form"</b>	<b><i>the form set out in Joint Schedule 2 (Variation Form);</i></b>
<b>"Variation Procedure"</b>	<b><i>the procedure set out in Clause 24 (Changing the contract);</i></b>
<b>"VAT"</b>	<b><i>value added tax in accordance with the provisions of the Value Added Tax Act 1994;</i></b>
<b>"VCSE"</b>	<b><i>a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;</i></b>
<b>"Worker"</b>	<b><i>any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees)</i></b> <b><i>(<a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a>) applies in respect of the Deliverables;</i></b> <b><i>and</i></b>
<b>"Working Day"</b>	<b><i>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.</i></b>



# Joint Schedule 2 (Variation Form)

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

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

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



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

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

# Joint Schedule 3 (Insurance Requirements)

## 1. The insurance you need to have

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

1.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and

1.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.

1.2 The Insurances shall be:

1.2.1 maintained in accordance with Good Industry Practice;

1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;

1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and

1.2.4 maintained for at least six (6) years after the End Date.

1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

## 2. How to manage the insurance

2.1 Without limiting the other provisions of this Contract, the Supplier shall:

2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

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

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

#### **4. Evidence of insurance you must provide**

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

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

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

#### **6. Cancelled Insurance**

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

#### **7. Insurance claims**

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall cooperate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

# Joint Schedule 4 (Commercially Sensitive Information)

## 2. What is the Commercially Sensitive Information?

- 2.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 2.2 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).
- 2.3 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
1	25/04/2025	Quality questions (technical envelope), BID	Twenty (20) years after the expiry of the contract
2	25/04/2025	Pricing Schedule	Indefinite



## Joint Schedule 6 (Key Subcontractors)

### 3. Restrictions on certain subcontractors

- 3.1 The Supplier is entitled to sub-contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.
- 3.2 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.
- 3.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 3.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to section 18 of the Framework Award Form. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
  - 3.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
  - 3.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
  - 3.3.3 the proposed Key Subcontractor employs unfit persons.
- 3.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
  - 3.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
  - 3.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
  - 3.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
  - 3.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;
  - 3.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and
  - 3.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.
- 3.5 If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 3.4, the Supplier shall also provide:
  - 3.5.1 a copy of the proposed Key Sub-Contract; and
  - 3.5.2 any further information reasonably requested by CCS and/or the Buyer.

- 3.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
- 3.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
  - 3.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;
  - 3.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
  - 3.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;
  - 3.6.5 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 CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
    - (d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
    - (e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
  - 3.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and
  - 3.6.7 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 CCS and the Buyer.





# 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 [CCS/Buyer] :		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 [CCS/Buyer]			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		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 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 Personal Data Breach;
    - (iii) state of technological development; and

- (iv) cost of implementing any measures;
  - (c) ensure that :
    - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
    - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
      - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 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 Subprocessor;
      - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
      - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
  - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
    - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
    - (ii) the Data Subject has enforceable rights and effective legal remedies;
    - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
    - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
  - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
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 Access Request (or purported Data Subject Access Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;

- (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 Personal Data Breach.
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, as details become available.
8. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
  - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
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 Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Subprocessor and Processing;
  - (b) obtain the written consent of the Controller;
  - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
  - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
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.
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*).
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:

The DPO is XXXXXXXXX redacted under FOIA section 40 from the Department for Transport, 3rd floor, One Priory Square, Hastings, East Sussex, TN34 1EA. Email: DataProtectionOfficer@dft.gov.uk.

The Representative of the DPO at DVSA is the Data Protection Manager, XXXXXX redacted under FOIA section 40, 4th Floor, Unity Square, Queensbridge Road, Nottingham, NG2 1AY. Email: [XXXXXXX redacted under FOIA section 40.](#)

The Representative of the DPO at OTC is the Data Protection Manager, XXXXXX redacted under FOIA section 40, Jubilee House, Croydon Street, Bristol, BS5 0DA. Email: XXXXXX redacted under FOIA section 40

1.2 The contact details of the Supplier's Data Protection Officer are: **XXXXXXX redacted under FOIA section 40: XXXXXX redacted under FOIA section 40**

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><b>The Relevant Authority (depending on what is being translated/interpreted this will either be DVSA or OTC) is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"><li>• <b>Name of Interpreter, contact details of linguist (not required for telephone interpretation services), passport quality photo of the linguist, current level of security clearance and the language in which the linguist(s) has assessed as competent to work..</b></li><li>• <b>Business contact details of Supplier and key contacts</b></li><li>• <b>Any personal data of the customer/operators provided as part of the translation/interpretation activities being carried out</b></li></ul>

Duration of the Processing	<p>From award until expiry of all Call Off Contracts under RM6141.</p> <p>Three years from Contract Start date to expiry, with the option of extending for a further year.</p>
Nature and purposes of the Processing	<p>Data will be collected, recorded and processed to enable the recruitment and appointment of Interpreters and Translators which may be utilised under a Call Off Contract via RM6141. This information should be stored digitally, in a secure manner.</p> <p>This information may be shared with the Authority to enable compliance checks on the Supplier to be undertaken. This information will be shared digitally in a secure manner.</p>
Type of Personal Data	<p>Personal Data will include:</p> <p>A. Translator/interpreter</p> <ol style="list-style-type: none"> <li>1. Name of interpreter/linguist</li> <li>2. Contact details of linguist (not required for telephone interpretation services)</li> <li>3. passport quality photo of the linguist</li> <li>4. current level of security clearance</li> <li>5. the language in which the linguist(s) has assessed as competent to work</li> <li>6. voice recording</li> </ol> <p>B. Customer/OperatorName</p> <ol style="list-style-type: none"> <li>1. Address</li> <li>2. Phone Number</li> <li>3. Email Address</li> <li>4. Prohibitions</li> <li>5. Actual and alleged criminal offences</li> <li>6. Any special category data provided as part of translation/interpretation, for example physical or mental health, racial or ethnic origin</li> <li>7. Voice recording</li> </ol> <p>C. Staff representative</p>

Categories of Data Subject	<p>Data Subjects may include:</p> <ul style="list-style-type: none"> <li>• Staff (employees) and Contracted Employee</li> <li>• Self Employed Contractors</li> <li>• Operators</li> <li>• Customers/Clients</li> <li>• Suppliers</li> </ul>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>The Supplier must retain and store securely any data in relation to a Call Off Contract for a minimum of 7 years after the expiry of the agreement. Once this period has ended the Supplier must destroy any data stored in line with 10.5 of the Core Terms.</p>
Locations at which the Supplier and/or its Sub-contractors process Personal Data under this Contract and international transfers and legal gateway	<p>All data is held in the United Kingdom</p> <p>United Kingdom is preferred.</p>
Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect Personal Data processed under this Contract Agreement against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event	<p>We are fully compliant with all applicable requirements of GDPR and hold individual policies on DPIA, Handling of personal information processing request, information security and personal vetting. Any subcontractors that we work with have to hold the same standards as us and are annually audited to ensure compliance.</p> <p>All systems are protected by host-based firewalls, advanced XDR systems (including intrusion detection/prevention), and anti-malware software. Devices must enrol in device and configuration management for security controls and assessments. Non-compliant devices are denied access to company resources.</p> <p>Processes to handle personal data properly, encrypt data-at-rest, transit and restrict access: Managed in line with our Cryptography and Access</p>

Control Policies; all data-at-rest is encrypted with AES-256 with key protection using RSA 2048. Data-in-transit is encrypted with TLS1.2 via HTTPS with enforcement using HSTS.

Users are assigned individual accounts with complex passwords and multi-factor authentication. Access to data is restricted based on a role-assigned on a 'least-privilege' basis, meaning staff have access only to the data they need to complete their specific role.

Management of security roles/access controls/permissions: Managed in line with our Access Control Policy, including adherence by any third-party suppliers with security roles managed internally. Access is granted on a least-privileged basis and must be approved before usage.

Network protection/security: All networks are protected by network-based firewalls.

All systems are hardened to best practice and all activity logs are retained in a centralised logging/monitoring system. Logs can be monitored, alerted upon, searched and correlated by authorised individuals within the security team.

The supplier will be required to comply with all applicable requirements of the Data Protection Legislation (including the UK General Data Protection Regulation 2016/679 following the UK exit) ("UK GDPR"), the Law Enforcement Directive (Directive (EU) 2016/680), and all applicable Law about the processing of personal data and privacy).

The Supplier shall ensure that the infrastructure, software and end user devices (if applicable) are fully encrypted, have anti-virus software (malware protection) installed, which is maintained and allows the safe and secure transfer of data.

The Supplier shall ensure that all infrastructure, software and end user devices (if applicable) have up to date Microsoft Operating Systems.

The Supplier shall ensure that all IT equipment used for the services provided must be used for professional purposes only.

The Supplier shall keep DVSA indemnified against all losses incurred by it in respect of any breach of Data Protection by the Supplier. Awareness of and response to incidents involving data and potential breaches of

	<p>personal data must have defined incident notification and management processes compliant with GDPR (72 hours to notify).</p> <p>The Supplier shall retain and produce when required such accounts, documents (including working documents), files and records as DVSA may request in connection with the Contract, at any time during the Contract and for a period of 90 days from the date of expiry or termination or such longer period as may be agreed between DVSA and the Supplier in writing at or before the commencement of the Contract.</p> <p>The Supplier shall ensure that DVSA data and relevant files associated with the Contract are returned as part of the Exit Plan on expiry or termination of this Contract. Any data generated that is not returned must be securely erased and evidence provided to DVSA.</p>
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**Annex 2 - Joint Controller Agreement**

**Not Used**



# Call-Off Schedule 1 (Transparency Reports)

1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.

1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.

1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.

1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.



**Annex A: List of Transparency Reports**

Title	Content	Format	Frequency
Call Off Contract Charges	A summary of the total charges for each quarter during each contract year	As agreed during implementation	Quarterly



# Call-Off Schedule 2 (Staff Transfer)

## Definitions

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 Buyer 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;

### **"Former Supplier"**

a supplier supplying the Deliverables to the Buyer 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);

<b>"Partial Termination"</b>	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 CCS or the Buyer can end this contract ) or 10.6 (When the Supplier can end the contract);
<b>"Relevant Transfer"</b>	a transfer of employment to which the Employment Regulations applies;
<b>"Relevant Transfer Date"</b>	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;
<b>"Supplier's Final Supplier Personnel List"</b>	a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date;
<b>"Supplier's Provisional Supplier Personnel List"</b>	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;
<b>"Staffing Information"</b>	<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 Buyer 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"> <li>(a) their ages, dates of commencement of employment or engagement, gender and place of work;</li> <li>(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;</li> <li>(c) the identity of the employer or relevant contracting Party;</li> <li>(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;</li> <li>(e) their wages, salaries, bonuses and profit sharing arrangements as applicable;</li> <li>(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;</li> <li>(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);</li> </ul>

- (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 Buyer Employees"**

those employees of the Buyer 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;

**"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.

**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 CCS, the Buyer, 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.

**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 Buyer**

#### **1. What is a relevant transfer**

The Buyer and the Supplier agree that:

the commencement of the provision of the Services or of each relevant part of the Services will be a Relevant Transfer in relation to the Transferring Buyer Employees; and

as a result of the operation of the Employment Regulations, the contracts of employment between the Buyer and the Transferring Buyer Employees (except in relation to any terms disappplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Sub-Contractor and each such Transferring Buyer Employee.

The Buyer shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees in respect of the period arising up to (but not including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.

#### **Indemnities the Buyer must give**

Subject to Paragraph 0, the Buyer shall indemnify the Supplier and any Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission by the indemnifying party in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee occurring before the Relevant Transfer Date.

The indemnities in Paragraph 0 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date.

Subject to Paragraphs 0 and 0, if any employee of the Buyer who is not identified as a Transferring Buyer Employee claims, or it is determined in relation to any employees of the Buyer, that his/her contract of employment has been transferred from the Buyer to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then -

the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;

the Buyer may offer employment to such person, or take such other steps as it considers appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;

if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;

if after the period referred to in Paragraph 0 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 0 to 0 the Buyer 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 Buyer's employees referred to in this Paragraph 0.

The indemnity in Paragraph 0 shall not apply to 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 in relation to any alleged act or omission of the Supplier and/or any Sub-contractor; or

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

The indemnity in Paragraph 0 shall not apply to any termination of employment occurring later than 3 Months from the Relevant Transfer Date.

If the Supplier and/or any Sub-contractor at any point accept the employment of any person as is described in Paragraph 0, such person shall be treated as having transferred to the Supplier and/or any Sub-contractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

### **Indemnities the Supplier must give and its obligations**

Subject to Paragraph 0, the Supplier shall indemnify the Buyer against any Employee Liabilities arising from or as a result of any act or omission by the Supplier or any Sub-contractor in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee whether occurring before, on or after the Relevant Transfer Date.

The indemnities in Paragraph 0 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Buyer whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Buyer's failure to comply with its obligations under the Employment Regulations.

The Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees, from (and including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and any other sums due under Part D: Pensions.

### **Information the Supplier must provide**

The Supplier shall promptly provide to the Buyer in writing such information as is necessary to enable the Buyer to carry out its duties under regulation 13 of the Employment Regulations. The Buyer shall promptly provide to the Supplier in writing such information as is necessary to enable the Supplier and any Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

### **Cabinet Office requirements**

The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.

The Supplier shall comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Buyer Employee as set down in (i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007; (ii) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; (iii) HM Treasury's guidance "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (iv) the New Fair Deal.

Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 0 or 0 shall be agreed in accordance with the Variation Procedure.

### **Pensions**

The Supplier shall comply with:

all statutory pension obligations in respect of all Transferring Buyer Employees; and

the provisions in Part D: Pensions.

## **Part B: Staff transfer at the Start Date**

### **Transfer from a former Supplier on Re-procurement**

#### **1. What is a relevant transfer**

The Buyer and the Supplier agree that:

the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and

as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disappplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Sub-contractor and each such Transferring Former Supplier Employee.

The Buyer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.

#### **Indemnities given by the Former Supplier**

Subject to Paragraph 0, the Buyer shall procure that each Former Supplier shall indemnify the Supplier and any Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;

The indemnities in Paragraph 0 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date.

Subject to Paragraphs 0 and 0, if any employee of a Former Supplier who is not identified as a Transferring Former Supplier Employee and claims, and/or it is determined, in relation to such person that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Sub-contractor pursuant to the Employment Regulations then:

the Supplier will within 5 Working Days of becoming aware of that fact notify the Buyer and the relevant Former Supplier in writing;

the Former Supplier may offer employment to such person, or take such other steps as it considers appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;

if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;

if after the period referred to in Paragraph 0 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 0 to 0 the Buyer shall procure that the Former Supplier 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 Former Supplier's employees referred to in Paragraph 0.

The indemnity in Paragraph 0 shall not apply to 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 the Supplier and/or any Sub-contractor; or

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

The indemnity in Paragraph 0 shall not apply to any termination of employment occurring later than 3 Months from the Relevant Transfer Date.

If the Supplier and/or any Sub-contractor at any point accept the employment of any person as is described in Paragraph 0, such person shall be treated as having transferred to the Supplier and/or any Sub-contractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

### **Indemnities the Supplier must give and its obligations**

Subject to Paragraph 0, the Supplier shall indemnify the Buyer, and the Former Supplier against any Employee Liabilities arising from or as a result of any act or omission by the Supplier or any Sub-contractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date.

The indemnities in Paragraph 0 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.

The Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due under Part D: Pensions.

### **Information the Supplier must give**

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

### **Cabinet Office requirements**

The Supplier shall comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Former Supplier Employee as set down in (i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007; (ii) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; (iii) HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (iv) the New Fair Deal.

Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 0 shall be agreed in accordance with the Change Control Procedure.

### **Limits on the Former Supplier's obligations**

Notwithstanding any other provisions of this Part B, where in this Part B the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it

extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer's must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

## **Pensions**

The Supplier shall comply with:

all statutory pension obligations in respect of all Transferring Former Supplier Employees; and

the provisions in Part D: Pensions.



## Part D: Pensions

### 1. Definitions

In this Part D, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions), and shall be deemed to include the definitions set out in the Annexes:

<b>"Actuary"</b>	a Fellow of the Institute and Faculty of Actuaries;
<b>"Admission Agreement"</b>	means either or both of the CSPS Admission Agreement (as defined in Annex D1: CSPS) or the LGPS Admission Agreement) as defined in Annex D3: LGPS), as the context requires;
<b>"Broadly Comparable"</b>	<div><div><div>(a)</div><div>in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and</div></div><div><div>(b)</div><div>in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department,</div></div></div> <div>and <b>"Broad Comparability"</b> shall be construed accordingly;</div>
<b>"CSPS"</b>	the schemes as defined in Annex D1 to this Part D;
<b>"Fair Deal Employees"</b>	<div>those:</div> <div><div><div>(a)</div><div>Transferring Buyer Employees; and/or</div></div><div><div>(b)</div><div>Transferring Former Supplier Employees; and/or</div></div><div><div>(c)</div><div>employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Sub-contractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 0 of Parts A or B or Paragraph <b>Error! Reference source not found.</b> of Part C;</div></div><div><div>(d)</div><div>where the Former Supplier becomes the Supplier those employees;</div></div></div>

who at the Commencement Date or Relevant Transfer Date (as appropriate) are or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes as notified by the Buyer;

**"Fair Deal Schemes"**

means the relevant Statutory Scheme or a Broadly Comparable pension scheme;

**"Fund Actuary"**

means Fund Actuary as defined in Annex D3 to this Part D;

**"LGPS"**

the schemes as defined in Annex D3 to this Part D;

**"NHSPS"**

the schemes as defined in Annex D2 to this Part D;

**"New Fair Deal"**

the revised Fair Deal position set out in the HM Treasury guidance: *"Fair Deal for Staff Pensions: Staff Transfer from Central Government"* issued in October 2013 including:

- (a) any amendments to that document immediately prior to the Relevant Transfer Date; and
- (b) any similar pension protection in accordance with the subsequent Annex D1-D3 inclusive as notified to the Supplier by the CCS or Buyer; and

**"Statutory Schemes"**

means the CSPA, NHSPS or LGPS.

**Supplier obligations to participate in the pension schemes**

In respect of all or any Fair Deal Employees each of Annex D1: CSPA, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.

The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.

The Supplier undertakes:

to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and

to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.

**Supplier obligation to provide information**

The Supplier undertakes to the Buyer:

to provide all information which the Buyer may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and

not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Buyer (such consent not to be unreasonably withheld or delayed).

### **Indemnities the Supplier must give**

The Supplier undertakes to the Buyer to indemnify and keep indemnified CCS, NHS Pensions the Buyer and/or any Replacement Supplier and/or any Replacement Sub-contractor on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Supplier of this Part D, and/or the CSPA Admission Agreement and/or the Direction Letter and/or the LGPS Admission Agreement or relates to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Fair Deal Schemes.

The Supplier hereby indemnifies the CCS, NHS Pensions, the Buyer and/or any Replacement Supplier and/or Replacement Sub-contractor from and against all Losses suffered or incurred by it or them which arise from claims by Fair Deal Employees of the Supplier and/or of any Sub-contractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:

relate to pension rights in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Contract; or

arise out of the failure of the Supplier and/or any relevant Sub-contractor to comply with the provisions of this Part D before the date of termination or expiry of this Contract.

The indemnities in this Part D and its Annexes:

shall survive termination of this Contract; and

shall not be affected by the caps on liability contained in Clause 11 (How much you can be held responsible for).

### **What happens if there is a dispute**

The Dispute Resolution Procedure will not apply to this Part D and any dispute between the CCS and/or the Buyer and/or the Supplier or between their respective actuaries or the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes shall in the absence of agreement between the CCS and/or the Buyer and/or the Supplier be referred to an independent Actuary:

who will act as an expert and not as an arbitrator;

whose decision will be final and binding on the CCS and/or the Buyer and/or the Supplier; and

whose expenses shall be borne equally by the CCS and/or the Buyer and/or the Supplier unless the independent Actuary shall otherwise direct.

### **Other people's rights**

The Parties agree Clause 19 (Other people's rights in this contract) does not apply and that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to him or her or it by the Supplier under this Part D, in his or her or its own right under section 1(1) of the CRTPA.

Further, the Supplier must ensure that the CRTPA will apply to any Sub-Contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Sub-contractor in his or her or its own right under section 1(1) of the CRTPA.

## **What happens if there is a breach of this Part D**

The Supplier agrees to notify the Buyer should it breach any obligations it has under this Part D and agrees that the Buyer shall be entitled to terminate its Contract for material Default in the event that the Supplier:

commits an irremediable breach of any provision or obligation it has under this Part D; or

commits a breach of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from the Buyer giving particulars of the breach and requiring the Supplier to remedy it.

## **Transferring New Fair Deal Employees**

Save on expiry or termination of this Contract, if the employment of any Fair Deal Employee transfers to another employer (by way of a transfer under the Employment Regulations) the Supplier shall and shall procure that any relevant Sub-Contractor shall:

consult with and inform those Fair Deal Employees of the pension provisions relating to that transfer; and

procure that the employer to which the Fair Deal Employees are transferred (the **"New Employer"**) complies with the provisions of this Part D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Employees so transferred to the New Employer.

## **What happens to pensions if this Contract ends**

The provisions of Part E: Staff Transfer On Exit (Mandatory) apply in relation to pension issues on expiry or termination of this Contract.

## **Broadly Comparable Pension Schemes**

If either:

the terms of any of Paragraphs 0 of Annex D1: CSPS, 0 of Annex D2: NHSPS and or **Error! Reference source not found.** of Annex D3: LGPS apply; and/or

the Buyer agrees, having considered the exceptional cases provided for in New Fair Deal, (such agreement not to be unreasonably withheld) that the Supplier (and/or its Sub-contractors, if any) need not continue to provide the Fair Deal Employees, who continue to qualify for Fair Deal Protection, with access to the appropriate Statutory Scheme;

the Supplier must (and must, where relevant, procure that each of its Sub-contractors will) ensure that, with effect from the Relevant Transfer Date or if later cessation of participation in the Statutory Scheme until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.

Where the Supplier has set up a Broadly Comparable pension scheme or schemes pursuant to the provisions of Paragraph 0, the Supplier shall (and shall procure that any of its Sub-contractors shall):

supply to the Buyer details of its (or its Sub-contractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability covering all relevant Fair Deal Employees, as soon as it is able to do so and in any event no later than 28 days before the Relevant Transfer Date;

fully fund any such Broadly Comparable pension scheme in accordance with the funding requirements set by that Broadly Comparable pension scheme's Actuary or by the Government Actuary's Department for the period ending on the Service Transfer Date;

instruct any such Broadly Comparable pension scheme's Actuary to, and to provide all such co-operation and assistance in respect of any such Broadly Comparable pension scheme as the Replacement Supplier and/or CCS and/or NHS Pension and/or CSPS and/or the relevant Administering Authority and/or the Buyer may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;

provide a replacement Broadly Comparable pension scheme with immediate effect for those Fair Deal Employees who are still employed by the Supplier and/or relevant Sub-contractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Sub-contractor's Broadly Comparable pension scheme is terminated;

allow and make all necessary arrangements to effect, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the relevant Statutory Scheme and as is relevant on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal. For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the appropriate Statutory Scheme to fund day for day service ("**Shortfall**"), the Supplier or the Sub-contractor (as agreed between them) must pay the Statutory Scheme, as required, provided that in the absence of any agreement between the Supplier and any Sub-contractor, the Shortfall shall be paid by the Supplier; and

indemnify CCS and/or the Buyer and/or NHS Pension and/or CSPS and/or the relevant Administering Authority and/or on demand for any failure to pay the Shortfall as required under Paragraph 0 above.



## **Annex D1:**

### **Civil Service Pensions Schemes (CSPS)**

#### **1. Definitions**

In this Annex D1: CSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<b>"CSPS Admission Agreement"</b>	an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services;
<b>"CSPS Eligible Employee"</b>	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the CSPS Admission Agreement;
<b>"CSPS"</b>	the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme; <b>[Delete</b> after 30 September 2018: the Designated Stakeholder Pension Scheme which is scheduled to close to new members in September 2018] and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014.

#### **Access to equivalent pension schemes after transfer**

The Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the CSPS that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date or became eligible to join on the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of the CSPS for service from (and including) the Relevant Transfer Date.

The Supplier undertakes that should it cease to participate in the CSPS for whatever reason at a time when it has CSPS Eligible Employees, that it will, at no extra cost to the Buyer, provide to any Fair Deal Employee who immediately prior to such cessation of participation remained a CSPS Eligible Employee with access to a pension scheme which is Broadly Comparable to the CSPS on the date the CSPS Eligible Employees ceased to participate in the CSPS.

## Annex D2: NHS Pension Schemes

### 1. Definitions

In this Annex D2: NHSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<b>"Direction Letter"</b>	an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) and issued to the Supplier or a Sub-contractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Sub-contractor in the NHSPS in respect of the NHSPS Eligible Employees;
<b>"NHSPS Eligible Employees"</b>	<p>each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:</p> <ul style="list-style-type: none"><li>(a) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or</li><li>(b) their employment with a Former Supplier who provides access to the NHSPS pursuant to an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal and were permitted to re-join the NHSPS, having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier),</li></ul> <p>and, in each case, being continuously engaged for more than fifty per cent (50%) of their employed time in the delivery of services (the same as or similar to the Services).</p>

For the avoidance of doubt, an individual who is in or entitled to become a member of the NHSPS as a result of being engaged in the Services and being covered by an "open" Direction Letter or other NHSPS "access" facility but who has never been employed directly by an NHS Body (or other body which participates automatically in the NHSPS) is not an NHSPS Eligible Employee;

**"NHS Body"**

has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012;

**"NHS Pensions"**

NHS Pensions as the administrators of the NHSPS or such other body as may from time to time be responsible for relevant administrative functions of the NHSPS;

**"NHSPS"**

the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and governed by subsequent regulations under that Act including the NHS Pension Scheme Regulations;

**"NHS Pension Scheme Arrears"**

any failure on the part of the Supplier or its Sub-contractors (if any) to pay employer's contributions or deduct and pay across employee's contributions to the NHSPS or meet any other financial obligations under the NHSPS or any Direction Letter in respect of the NHSPS Eligible Employees;

**"NHS Pension Scheme Regulations"**

as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653), the National Health Service Pension Scheme Regulations 2015 (2015/94) and any subsequent regulations made in respect of the NHSPS, each as amended from time to time;

**"NHS Premature Retirement Rights"**

rights to which any Fair Deal Employee (had they remained in the employment of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS) would have been or are entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time;

**"Pension Benefits"**

any benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme; and

**"Retirement Benefits Scheme"**

a pension scheme registered under Chapter 2 of Part 4 of the Finance Act 2004.

## **Membership of the NHS Pension Scheme**

In accordance with New Fair Deal, the Supplier and/or any of its Sub-contractors to which the employment of any NHSPS Eligible Employee compulsorily transfers as a result of the award of this Contract, if not an NHS Body or other employer which participates automatically in the NHSPS, must by or as soon as reasonably practicable after the Relevant Transfer Date, each secure a Direction Letter to enable the NHSPS Eligible Employees to retain either continuous active membership of or eligibility for, the NHSPS for so long as they remain employed in connection with the delivery of the Services under this Contract, and have a right to membership or eligibility of that scheme under the terms of the Direction Letter.

The Supplier must supply to the Buyer by or as soon as reasonably practicable after the Relevant Transfer Date a complete copy of each Direction Letter.

The Supplier must ensure (and procure that each of its Sub-Contracts (if any) ensures) that all of its NHSPS Eligible Employees have a contractual right to continuous active membership of or eligibility for the NHSPS for so long as they have a right to membership or eligibility of that scheme under the terms of the Direction Letter.

The Supplier will (and will procure that its Sub-contractors (if any) will) comply with the terms of the Direction Letter, the NHS Pension Scheme Regulations (including any terms which change as a result of changes in Law) and any relevant policy issued by the Department of Health in respect of the NHSPS Eligible Employees for so long as it remains bound by the terms of any such Direction Letter.

Where any employee omitted from the Direction Letter supplied in accordance with Paragraph 2 of this Annex are subsequently found to be an NHSPS Eligible Employee, the Supplier will (and will procure that its Sub-contractors (if any) will) treat that person as if they had been an NHSPS Eligible Employee from the Relevant Transfer Date so that their Pension Benefits and NHS Premature Retirement Rights are not adversely affected.

The Supplier will (and will procure that its Sub-contractors (if any) will) as soon as reasonably practicable and at its (or its Sub-contractor's) cost, obtain any guarantee, bond or indemnity that may from time to time be required by the Secretary of State for Health.

## **Access to NHS Pension Schemes after transfer**

The Supplier will procure that with effect from the Relevant Transfer Date the NHSPS Eligible Employees shall be either eligible for or remain in continuous active membership of (as the case may be) the NHSPS for employment from (and including) the Relevant Transfer Date.

## **Continuation of early retirement rights after transfer**

From the Relevant Transfer Date until the Service Transfer Date, the Supplier must provide (and/or must ensure that its Sub-contractors (if any) provide) NHS Premature Retirement Rights in respect of the NHSPS Eligible Employees that are identical to the benefits they would have received had they remained employees of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS.

## **What the buyer do if the Supplier breaches its pension obligations**

The Supplier agrees that the Buyer is entitled to make arrangements with NHS Pensions for the Buyer to be notified if the Supplier (or its Sub-contractor) breaches the terms of its Direction Letter. Notwithstanding the provisions of the foregoing, the Supplier shall notify the Buyer in the event that it (or its Sub-contractor) breaches the terms of its Direction Letter.

If the Buyer is entitled to terminate the Contract or the Supplier (or its Sub-contractor, if relevant) ceases to participate in the NHSPS for whatever other reason, the Buyer may in its sole discretion, and instead of exercising its right to terminate this Contract where relevant, permit the Supplier (or any such Sub-contractor, as appropriate) to offer Broadly Comparable Pension Benefits, on such terms as decided by the Buyer. The provisions of Paragraph 10 (Bulk Transfer Obligations in relation to any Broadly Comparable pension scheme)

of Part D: Pensions shall apply in relation to any Broadly Comparable pension scheme established by the Supplier or its Sub-contractors.

In addition to the Buyer's right to terminate the Contract, if the Buyer is notified by NHS Pensions of any NHS Pension Scheme Arrears, the Buyer will be entitled to deduct all or part of those arrears from any amount due to be paid under this Contract or otherwise.

### **Compensation when pension scheme access can't be provided**

If the Supplier (or its Sub-contractor, if relevant) is unable to provide the NHSPS Eligible Employees with either:

membership of the NHSPS (having used its best endeavours to secure a Direction Letter); or

access to a Broadly Comparable pension scheme,

the Buyer may in its sole discretion permit the Supplier (or any of its Sub-contractors) to compensate the NHSPS Eligible Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Supplier (or Sub-contractor as relevant) having consulted with a view to reaching agreement with any recognised trade union or, in the absence of such body, the NHSPS Eligible Employees. The Supplier must meet (or must procure that the relevant Sub-contractor meets) the costs of the Buyer determining whether the level of compensation offered is reasonable in the circumstances.

This flexibility for the Buyer to allow compensation in place of Pension Benefits is in addition to and not instead of the Buyer's right to terminate the Contract.

### **Indemnities that a Supplier must give**

The Supplier must indemnify and keep indemnified the CCS, the Buyer and any Replacement Supplier against all Losses arising out of any claim by any NHSPS Eligible Employee that the provision of (or failure to provide) Pension Benefits and NHS Premature Retirement Rights from the Relevant Transfer Date, or the level of such benefit provided, constitutes a breach of his or her employment rights.

The Supplier must indemnify and keep indemnified the Buyer, NHS Pensions and any Replacement Supplier against all Losses arising out of the Supplier (or its Sub-contractor) allowing anyone who is not an NHSPS Eligible Employee to join or claim membership of the NHSPS at any time during the Contract Period.

### **Sub-Contractors**

If the Supplier enters into a Sub-Contract for the delivery of all or part or any component of the Services which will involve the transfer of employment of any NHSPS Eligible Employee it will impose obligations on its Sub-contractor in identical terms as those imposed on the Supplier in relation to Pension Benefits and NHS Premature Retirement Rights by this Annex, including requiring that:

if the Supplier has secured a Direction Letter, the Sub-contractor also secures a Direction Letter in respect of the NHSPS Eligible Employees for their future service with the Sub-contractor as a condition of being awarded the Sub-Contract and the Supplier shall be responsible for ensuring that the Buyer receives a complete copy of each such Sub-contractor direction letter as soon as reasonably practicable; or

if, in accordance with Paragraph 4 of this Annex, the Supplier has offered the NHSPS Eligible Employees access to a pension scheme under which the benefits are Broadly Comparable to those provided under the NHSPS, the Sub-contractor either secures a Direction Letter in respect of the NHSPS Eligible Employees or (with the prior consent of the Buyer) provides NHSPS Eligible Employees with access to a scheme with Pension Benefits which are Broadly Comparable to those provided under the NHSPS whereupon the provisions of Paragraph 10 below (Bulk Transfer Obligations in relation to any Broadly Comparable Scheme) shall apply.

The Supplier shall procure that each Sub-contractor provides indemnities to the Buyer, NHS Pensions and/or any Replacement Supplier and/or Replacement Sub-contractor that are identical to the indemnities set out in Paragraph 7 of this Annex B. Where a Sub-contractor fails to satisfy any claim made under such one or more indemnities, the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

## Annex D3:

### Local Government Pension Schemes (LGPS)

**[Guidance:** Note the LGPS unlike the CSPA & NHSPA is a funded scheme which has associated cost implications as follows:

There is not 1 LGPS but approx. 90 different Funds, each with their own separate Scheme Employer and Administering Authority, it is important to identify the correct one(s) and amend the definition of "Fund" accordingly.

It is important to check whether CCS and or the Buyer can actually participate in the LGPS. Where a government department is taking on services which were formerly the responsibility of a Local Authority it may be necessary to obtain secretary of state approval for participation in the LGPS, this is because the services are being provided to Gov. Dept. and not to a Local Authority.

Unlike New Fair Deal the 2007 Best Value pension direction does not provide a right to bulk transfer past service. Whilst typically before the 2007 direction LA did provide such a right, it is a significant additional cost and therefore bulk transfer wording has been excluded. If required take legal advice due to the exceptionally high costs which can result from a requirement to provide bulk transfers.]

#### 1. Definitions

In this Annex D3: LGPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<b>"Administering Authority"</b>	in relation to <b>the Fund [insert name]</b> , the relevant Administering Authority of that Fund for the purposes of the Local Government Pension Scheme Regulations 2013;
<b>"Fund Actuary"</b>	the actuary to a Fund appointed by the Administering Authority of that Fund;
<b>"Fund"</b>	<b>[insert name], a pension fund within the LGPS;</b>
<b>"LGPS"</b>	the Local Government Pension Scheme as governed by the LGPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Local Government Pension Scheme;
<b>"LGPS Admission Agreement"</b>	an admission agreement within the meaning in Schedule 1 of the Local Government Pension Scheme Regulations 2013;
<b>"LGPS Admission Body"</b>	an admission body (within the meaning of Part 3 of Schedule 2 of the Local Government Pension Scheme Regulations 2013);
<b>"LGPS Eligible Employees"</b>	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the LGPS Admission Agreement or otherwise any Fair Deal Employees who immediately before the Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the LGPS or of a scheme Broadly Comparable to the LGPS; and

**"LGPS  
Regulations"**

the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) and The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the LGPS.

**Supplier must become a LGPS admission body**

Where the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date, the Supplier shall become an LGPS Admission Body and shall on or before the Relevant Transfer Date enter into a LGPS Admission Agreement with the Administering Authority which will have effect from and including the Relevant Transfer Date.

The LGPS Admission Agreement must ensure that all LGPS Eligible Employees covered by that Agreement who were active LGPS members immediately before the Relevant Transfer Date are admitted to the LGPS with effect on and from the Relevant Transfer Date. Any LGPS Eligible Employees who were eligible to join the LGPS but were not active LGPS members immediately before the Relevant Transfer Date must retain the ability to join the LGPS after the Relevant Transfer Date if they wish to do so.

The Supplier shall provide any indemnity, bond or guarantee required by an Administering Authority in relation to an LGPS Admission Agreement.

The Supplier shall not automatically enrol or re-enrol for the purposes of the Pensions Act 2008 any LGPS Eligible Employees in any pension scheme other than the LGPS.

**Right of set-off**

The Buyer shall have a right to set off against any payments due to the Supplier under the Contract an amount equal to any overdue employer and employee contributions and other payments (and interest payable under the LGPS Regulations) due from the Supplier (or from any relevant Sub-contractor) under an LGPS Admission Agreement and shall pay such amount to the relevant Fund.

**Supplier ceases to be an LGPS Admission Body**

If the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date and the Supplier either cannot or does not participate in the LGPS, the Supplier shall offer such LGPS Eligible Employee membership of a pension scheme Broadly Comparable to the LGPS.

**Discretionary benefits**

Where the Supplier is an LGPS Admission Body, the Supplier shall award benefits to the LGPS Eligible Employees under the LGPS in circumstances where the LGPS Eligible Employees would have received such benefits had they still been employed by their previous employer. Where such benefits are of a discretionary nature, they shall be awarded on the basis of the previous employer's written policy in relation to such benefits at the time of the Relevant Transfer Date.







## Call-Off Schedule 3 (Continuous Improvement)

### 4. BUYER'S RIGHTS

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

### 5. SUPPLIER'S OBLIGATIONS

- 5.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.

5.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.

5.3 In addition to Paragraph 5.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:

5.3.1 identifying the emergence of relevant new and evolving technologies;

5.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);

5.3.3 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

5.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.

5.4 The initial Continuous Improvement Plan for the first (1<sup>st</sup>) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

5.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.

- 5.6 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.
- 5.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 5.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 5.5:
- 5.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
  - 5.8.2 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.
- 5.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1<sup>st</sup>) Contract Year) in accordance with the procedure and timescales set out in Paragraph 5.3.
- 5.10 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.
- 5.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 5.12 At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.



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

**XXXXXX redacted under FOIA section 43**



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

- 5.13 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.
- 5.14 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 5.15 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 5.16 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
- 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
  - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
  - 1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 5.17 1.5 The Supplier shall:
- 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
  - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
  - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
  - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
  - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.



# Annex 1- Key Roles

Key Role	Key Staff	Contract Details
Implementation Manager	XXXXXX redacted under FOIA section 40	XXXXXX redacted under FOIA section 40
Client Relationship Manager	XXXXXX redacted under FOIA section 40	XXXXXX redacted under FOIA section 40
Client Services Director	XXXXXX redacted under FOIA section 40	XXXXXX redacted under FOIA section 40
Programme Director	XXXXXX redacted under FOIA section 40	XXXXXX redacted under FOIA section 40
Head of Operations	XXXXXX redacted under FOIA section 40	XXXXXX redacted under FOIA section 40
Head of Risk and Global Expansion	XXXXXX redacted under FOIA section 40	XXXXXX redacted under FOIA section 40
Chief Technology Officer	XXXXXX redacted under FOIA section 40	XXXXXX redacted under FOIA section 40
Resource Planning Manager	XXXXXX redacted under FOIA section 40	XXXXXX redacted under FOIA section 40
Head of IT and Security	XXXXXX redacted under FOIA section 40	XXXXXX redacted under FOIA section 40



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

## Definitions

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

<b>"BCDR Plan"</b>	has the meaning given to it in Paragraph 2.2 of this Schedule;
<b>"Business Continuity Plan"</b>	has the meaning given to it in Paragraph 2.3.2 of this Schedule;
<b>"Disaster Recovery Deliverables"</b>	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
<b>"Disaster Recovery Plan"</b>	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
<b>"Disaster Recovery System"</b>	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
<b>"Related Supplier"</b>	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
<b>"Review Report"</b>	has the meaning given to it in Paragraph 6.3 of this Schedule; and
<b>"Supplier's Proposals"</b>	has the meaning given to it in Paragraph 0 of this Schedule;

## BCDR Plan

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

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

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

the recovery of the Deliverables in the event of a Disaster

The BCDR Plan shall be divided into three sections:

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

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

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

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.

### **General Principles of the BCDR Plan (Section 1)**

Section 1 of the BCDR Plan shall:

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

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

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

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

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;

contain a risk analysis, including:

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

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

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

a business impact analysis of different anticipated failures or disruptions;

provide for documentation of processes, including business processes, and procedures;

set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;

identify the procedures for reverting to "normal service";

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;

identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and

provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.

The BCDR Plan shall be designed so as to ensure that:

the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;

the adverse impact of any Disaster is minimised as far as reasonably possible;

it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and

it details a process for the management of disaster recovery testing.

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.

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.

## **Business Continuity (Section 2)**

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:

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

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.

The Business Continuity Plan shall:

address the various possible levels of failures of or disruptions to the provision of Deliverables;

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;

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

set out the circumstances in which the Business Continuity Plan is invoked.

## **Disaster Recovery (Section 3)**

The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.

The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:

loss of access to the Buyer Premises;

loss of utilities to the Buyer Premises;

loss of the Supplier's helpdesk or CAFM system;

loss of a Subcontractor;

emergency notification and escalation process;

contact lists;

staff training and awareness;

BCDR Plan testing;

post implementation review process;

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;

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;

access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and

testing and management arrangements.

### **Review and changing the BCDR Plan**

The Supplier shall review the BCDR Plan:

on a regular basis and as a minimum once every six (6) Months;

within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and

where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 0 and 0 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.

Each review of the BCDR Plan pursuant to Paragraph 0 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.

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

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.

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.

### **Testing the BCDR Plan**

The Supplier shall test the BCDR Plan:

regularly and in any event not less than once in every Contract Year;

in the event of any major reconfiguration of the Deliverables

at any time where the Buyer considers it necessary (acting in its sole discretion).

If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.

The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.

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

The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:

the outcome of the test;

any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and

the Supplier's proposals for remedying any such failures.

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

### **Invoking the BCDR Plan**

In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

### **Circumstances beyond your control**

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)

## Part A: Short Form Security Requirements

### Part A: Short Form Security Requirements

#### Definitions

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

"Breach of Security"	1 the occurrence of: <ul style="list-style-type: none"><li>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 Buyer and/or the Supplier in connection with this Contract; and/or</li><li>b) the loss and/or unauthorised disclosure of any information or data {including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,</li></ul>
	2 in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;
"Security Management Plan"	3 the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.

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

The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 {Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.

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

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

If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any

increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.

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

## **Security Standards**

The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.

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

- is in accordance with the Law and this Contract;

- as a minimum demonstrates Good Industry Practice;

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

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

The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.

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

## **Security Management Plan**

### **Introduction**

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.

### **Content of the Security Management Plan**

The Security Management Plan shall:

- comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;

- identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;

- detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

- be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with

this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

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;

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

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

### **Development of the Security Management Plan**

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

If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten {10} Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen {15} Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

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

### **Amendment of the Security Management Plan**

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

emerging changes in Good Industry Practice;

any change or proposed change to the Deliverables and/or associated processes;

where necessary in accordance with paragraph 2.2, any change to the Security Policy;

any new perceived or changed security threats; and

any reasonable change in requirements requested by the Buyer.

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

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

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

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

## **Security breach**

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.

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

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

- minimise the extent of actual or potential harm caused by any Breach of Security;
- remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
- prevent an equivalent breach in the future exploiting the same cause failure; and



# Call-Off Schedule 10 (Exit Management)

## Definitions

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

<b>"Exclusive Assets"</b>	Supplier Assets used exclusively by the Supplier [or a Key Subcontractor] in the provision of the Deliverables;
<b>"Exit Information"</b>	has the meaning given to it in Paragraph 0 of this Schedule;
<b>"Exit Manager"</b>	the person appointed by each Party to manage their respective obligations under this Schedule;
<b>"Net Book Value"</b>	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);
<b>"Non-Exclusive Assets"</b>	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;
<b>"Registers"</b>	the register and configuration database referred to in Paragraph 0 of this Schedule;
<b>"Replacement Goods"</b>	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
<b>"Replacement Services"</b>	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
<b>"Termination Assistance"</b>	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
<b>"Termination Assistance Notice"</b>	has the meaning given to it in Paragraph 0 of this Schedule;

<b>"Termination Assistance Period"</b>	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 0 of this Schedule;
<b>"Transferable Assets"</b>	Exclusive Assets which are capable of legal transfer to the Buyer;
<b>"Transferable Contracts"</b>	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
<b>"Transferring Assets"</b>	has the meaning given to it in Paragraph 0 of this Schedule;
<b>"Transferring Contracts"</b>	has the meaning given to it in Paragraph 0 of this Schedule.

### **Supplier must always be prepared for contract exit**

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

During the Contract Period, the Supplier shall promptly:

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").

The Supplier shall:

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

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

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.

### **Assisting re-competition for Deliverables**

The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the

preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").

The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.

The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).

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.

### **Exit Plan**

The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 0 of this Schedule and is otherwise reasonably satisfactory to the Buyer.

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 0, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

The Exit Plan shall set out, as a minimum:

a detailed description of both the transfer and cessation processes, including a timetable;

how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;

details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;

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;

proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;

proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;

proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;

proposals for the disposal of any redundant Deliverables and materials;

how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and

any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

The Supplier shall:

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



every [six (6) months] throughout the Contract Period; and

no later than [twenty (20) Working Days] after a request from the Buyer for an up-to-date copy of the Exit Plan;

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;

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

jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.

Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 0 or 0 (as the context requires), shall that draft become the Exit Plan for this Contract.

A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

### **Termination Assistance**

The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

the nature of the Termination Assistance required; and

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.

The Buyer 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 Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.

In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

### **Termination Assistance Period**

Throughout the Termination Assistance Period the Supplier shall:

continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;

provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;

use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;

subject to Paragraph 0, 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;

at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;

seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.

If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 0 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.

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

### **Obligations when the contract is terminated**

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

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:

vacate any Buyer Premises;

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;

provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:

such information relating to the Deliverables as remains in the possession or control of the Supplier; and

such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

### **Assets, Sub-contracts and Software**

Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or

(subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:

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

which, if any, of:

the Exclusive Assets that are not Transferable Assets; and

the Non-Exclusive Assets,

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

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

in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.

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

Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

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

The Buyer shall:

accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.

The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 0 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 0 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

### **No charges**

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

### **Dividing the bills**

All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

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

the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

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



# Call-Off Schedule 14 (Service Levels)

## Definitions

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

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

## What happens if you don't meet the Service Levels

The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.

The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.

The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.

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

the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or

the Service Level Failure:

exceeds the relevant Service Level Threshold;

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

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

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

the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).

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

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

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

there is no change to the Service Credit Cap.

### **Critical Service Level Failure**

On the occurrence of a Critical Service Level Failure:

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

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

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

## **Part A: Service Levels and Service Credits**

### **6. Service Levels**

If the level of performance of the Supplier:

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

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

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

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

### **Service Credits**

The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.

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

Service Levels				
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period
Attendance confirmed and booked translator/interpreter attends the designated DVSA site for the purpose of a DVSA/OTC hearing.	Attendance	Translator attendance – Yes/No.	95%	10% Service Credit gained for each percentage under the specified Service Level Performance Measure
			95%	2.5% additional fee paid by contracting authority for each percentage over the specified Service Level Performance Measure
Transcription of 0-29 minutes of text in the original language into English written text.	Provision of Other Transcriptions	Within two (2) working days of receipt	90%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure
Transcription of 30-59 minutes of text in the original language into English written text.		Within four (4) working days of receipt		
Transcription of 1-4 hours of text in the original language into English written text.		Within five (5) working days of receipt	90%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure

Service Levels				
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period
Transcription of 5-10 hours of text in the original language into English written text.		Within ten (10) working days of receipt		
Transcription of 10+ hours of text in the original language into English written text.		To be confirmed upon request.		
Provide sound recordings (which includes sound editing) within agreed deadline.	Provision of requested verbal translations/sound recordings	Meet agreed deadline.	90%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure
Provide recorded videos of British Sign Language	Provision of recorded video translations	Within 10 working days of receipt by transfer.	90%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure
Translation of 1 – 20 pages	Provision of written translation	Within five (5) working days of receipt by transfer.	90%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure
Translation of 21 – 50 pages		Within ten (10) working days of receipt by transfer.	90%	

The

Service Levels				
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period
Translation of 50+ pages		Within fifteen (15) working days of receipt by transfer.	90%	
Provision of partial OTC Transcriptions	Provision of OTC Transcriptions	Within five (5) working days of receipt by transfer.	90%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure
Provision of complete OTC Transcriptions		Within ten (10) working days of receipt by transfer.	90%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure
Provision of complete OTC Transcriptions marked as urgent.		Within five (5) working days of receipt by transfer.	100%	Increase in chargeable fee paid by contracting authority for individual piece by 25%.
Availability of simultaneous translation services	Telephone and video interpreting	24 hours a day, 7 days a week. every day of the year.	98%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure

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

[Example:

Formula:  $x\% \text{ (Service Level Performance Measure)} - x\% \text{ (actual Service Level performance)}$  =  $x\%$  of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer

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 Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer]

## Part B: Performance Monitoring

### 7. Performance Monitoring and Performance Review

Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

The Supplier shall provide the Buyer 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:

for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;

a summary of all failures to achieve Service Levels that occurred during that Service Period;

details of any Critical Service Level Failures;

for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;

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

such other details as the Buyer may reasonably require from time to time.

The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:

take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;

be attended by the Supplier's Representative and the Buyer's Representative; and

be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.

The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.

The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

### Satisfaction Surveys

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



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

## Definitions

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

<b>"Operational Board"</b>	the board established in accordance with paragraph 0 of this Schedule;
<b>"Project Manager"</b>	the manager appointed in accordance with paragraph 0 of this Schedule;

## Project Management

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

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.

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

## Role of the Supplier Contract Manager

The Supplier's Contract Manager's shall be:

the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;

able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;

able to cancel any delegation and recommence the position himself; and

replaced only after the Buyer has received notification of the proposed change.

The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

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

## **Role of the Operational Board**

The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.

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.

In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.

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.

The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

## **Contract Risk Management**

Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.

The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:

the identification and management of risks;

the identification and management of issues; and

monitoring and controlling project plans.

The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.

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





# Call-Off Schedule 20 (Call-Off Specification)

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

See Call-Off Schedule 20, Annex A

## 1. Introduction

Under the terms and conditions of Crown Commercial Service (CCS) Language Services RM6141, the Driver and Vehicle Standards Agency (DVSA), an executive agency of the Department for Transport (DfT), hereby invites proposals for the provision of Language Services.

Suppliers are requested to confirm their intention to submit / or not to submit proposals via the Jaggaer e-sourcing portal - [Department for Transport Sourcing Portal \(jaggaer.com\)](https://jaggaer.com).

The purpose of this document is to provide potential providers with full details of the Contracting Authority's key goals and aspirations of this procurement and subsequent intended contract.

## 2. Requirement Overview

### 2.1 Background to DVSA and the requirement

DVSA carry out driving tests, approve people to be driving instructors and MOT testers, carry out tests to make sure lorries and buses are safe to drive, carry out roadside checks on drivers and vehicles, and monitor vehicle recalls.

DVSA keeps Britain moving, safely and sustainably, by:

- helping Britain through a lifetime of safe and sustainable journeys
- helping drivers keep their vehicle safe to drive
- protecting the public from unsafe drivers and vehicles

The key goals and aspirations for this procurement and subsequent intended contract are:

- the best possible provision of language services
- a competent service delivered in a timely manner
- delivery nationwide in accordance with service users needs

## 2.2 Scope

The anticipated contract start for Language Services is May 2025 for an initial term of three (3) years (ending May 2028). The Authority may extend the Contract for one (1) year period with a possible end of May 2029 subject to approval from DVSA and agreement by both parties.

The intended contract will be a call off contract with a capped value of circa £1.12 million, this does not constitute commitment on the part of the Authority.

Please note this tender exercise is split into two separate lots, as detailed in section 2.4. Suppliers are permitted to apply for both lots and may be awarded both lots if they achieve the highest final score for both Lots. Please note that these responses will be evaluated separately, and so information that is submitted in response to Lot 1 will not be considered for Lot 2. However, if the same information is prevalent for both lots, suppliers are permitted to duplicate the information but please note it will only be counted if submitted within the tender response for the relevant Lot.

## 2.3 Implementation and Deliverables

Title	Deliverables
Mobilisation Phase	The Supplier to deliver a Mobilisation Phase before Service Commencement which will be as proposed as part of the Supplier's tender response. Timescales to be agreed between the Parties.
IT Health Check (ITHC)	The Supplier must support DVSA with undertaking an IT Health Check (ITHC) as part of the Mobilisation Phase before Service Commencement. If the supplier conducts their own IT Health Checks, the supplier must provide evidence of the scope, and that remediations have been actioned. Dates to be agreed between the Parties.
Booking Procedure Training	The Supplier to deliver appropriate training to ensure DVSA users are conversant with the booking process and how to use the appropriate booking forms. To be delivered during the mobilisation phase on a date agreed with authorised DVSA users.
Risk Ledger Tool	The Supplier to sign up and complete DVSA's Risk Ledger Tool within 30 days of contract award.
Service Commencement	Supplier to commence service delivery – date to be agreed between the Parties

	based on the proposed date in the Supplier's tender response.
Service Delivery	Deliverables as described in Section 2.4 below.
Audit	The Supplier must co-operate in the event of DVSA requesting to carry out a security audit, as outlined in Call Off Schedule 9 (Security).

## 2.4 Specifying Services

This section depicts the typical requirements DVSA has for Language Services. The sub-section “Lot Structure for Specifying Services” of this section 2.4 details the services required under each lot, and these are consistent with the core services outlined in the CCS Framework RM6141 Language Services. As stated in the framework specification, Suppliers must provide a tailored solution that covers advisory services, administrative support and efficient business processes through the delivery of the DVSA language service requirements.

### Linguist Requirements

The Supplier must ensure that there are enough appropriately qualified, competent and experienced Linguists to undertake the services specified in this section 2.4.

The Supplier must ensure all Linguists delivering the services in this section 2.4 are security cleared to Baseline Personnel Security Standard (BPSS).

The Supplier must ensure all Linguists comply with the appropriate professional Codes of Conduct such as the National Register of Public Service Interpreters (NRPSI) or equivalent (to be agreed as such by DVSA).

The Supplier must ensure all Linguists carry their NRPSI card or equivalent to any Assignment when they attend in person.

The Supplier must immediately disclose of any information (e.g. criminal record, conflict of interest) to the DVSA that may make a Linguist unsuitable in any Assignment. The Supplier must ensure any Linguists booked to theory test related assignments already have a full UK driving licence (not a provisional driving licence).

The Supplier must have a contingency process in place for occasions where the Linguist find themselves in a situation which is beyond their capabilities. DVSA reserve the right to cease the use of a Linguist should their quality, ability or integrity be compromised in any way. The Supplier must have a system in place to ensure that any Linguist which is subject to such a finding is no longer engaged to carry out DVSA assignments.

The Supplier must ensure that Linguists have a working knowledge of the implications and requirements of the Police and Criminal Evidence Act 1984 (PACE).

## **Face to Face Interpreting Services**

**DVSA requires Face to Face Interpreting Services in instances including but not limited to:**

- **interviews under Caution conducted under the Police and Criminal Evidence Act (PACE)**
- **court hearings**
- **driver conduct hearings**
- **public inquiries and other hearings before a traffic commissioner**

**DVSA require Face to Face Interpreting Services to take place all over Great Britain.**

**Driver conduct hearings and public inquiries are formal tribunal hearings, similar to court proceedings. It is important that these proceedings are treated with the same level of respect given to other court proceedings. Representatives must follow the instructions on attendance and ensure the status of the tribunal.**

**The Supplier must undertake all interpretation in the specified language. It is not acceptable for the Linguist at a hearing or inquiry to revert to a second or a third language.**

## **Spoken Video Interpreting Services**

**DVSA may require Spoken Video Interpreting Services in instances including but not limited to:**

- **interviews under Caution conducted under the Police and Criminal Evidence Act (PACE)**
- **driver conduct hearings**
- **public inquiries and other hearings before a traffic commissioner**

**The Supplier must undertake all interpretation in the specified language. It is not acceptable for the Linguist at a hearing or inquiry to revert to a second or a third language.**

**Face to Face Interpreting Services is usually the preferred option in all cases. However, Spoken Video Interpreting Services may still be acceptable in some circumstances, but this is at the discretion and prior agreement of DVSA. If there is the same supplier on both Lots, unless noted on the instruction, the supplier must undertake the booking on the basis of Face-to-Face Interpreting Services.**

## **Telephone Interpreting Services**

**DVSA requires Telephone Interpreting Services in real time instances which include but are not limited to:**

- **during roadside enforcement activities**
- **during a phone call from a customer to a DVSA operator at the DVSA contact centre.**

**It is estimated that the duration of calls will vary from 10 minutes to 1 hour.**

**The Supplier must make telephone interpretation accessible 24 hours a day, seven (7) days a week, every day of the year.**

**Interpretation of phone calls made to operators must be conducted as a three-way conversation between customer, operator and Linguist.**

**The Supplier must undertake all interpretation in the specified language. It is not acceptable for a Linguist to revert to a second or a third language.**

## **Written Translation Services**

**DVSA requires Written Translation Services in instances including but not limited to:**

- **Translation of documents such as: official roadside enforcement activity-associated documentation containing legal and technical terminology; court paperwork such as postal Charges and requisitions and witness statements containing legal and technical terminology; Single Justice Procedure (SJP) paperwork; documentation for the Office of the Traffic Commissioner (OTC); general letters and emails.**
- **Translation of audio/video recordings (including PACE interviews under caution)**
- **Translation of theory test instructions, questions and answers**

**The estimate number of pages for written translations range in size up to around 50 pages although on some occasions, this may be more. Written translations may be provided as individual documents or as large bundles of documents. Some text required for written translation may be subject to regular revision. The text for translation should be formatted the same as the source text and in an editable format.**

**In the case of Braille translation, the Supplier must provide the printed document to DVSA.**

**DVSA requires Computer Aid Translation (CAT) is used to improve delivery. This includes identifying repetitive text types in Translations that have been completed previously and implementing a process to reuse the said Translation. The Supplier must save any template documents and shall not recharge for any duplicate translating.**

**The Supplier shall use translation memory software or auto translation where the output of the Translation is in line with the standards required and provides value for money.**

**The Supplier must use a specific translation memory for DVSA and must ensure this memory is kept confidential. The Supplier must keep a list of terminology that is specific to DVSA and update it regularly. The contents of the translation memory will remain the property of DVSA and will be returned at the end of the contract.**

**The timescales for the return of written translations by the Supplier to DVSA are outlined in Call-Off Schedule 14 (Service Levels).**

DVSA will require access to the Supplier's portal solution to upload their written translation requirements. The Supplier will then provide the translated text to DVSA via the Supplier's portal solution.

Any documents that are classified as Official Sensitive should be handled by the Supplier in line with the requirements in CCS RM6141 Framework Schedule 1 (Specification).

### **Transcription Services**

DVSA requires Transcription Services of public inquiries and hearings into English written text which for the purposes of the Call Off Contract will be known as "OTC Transcriptions".

Public inquiries and hearings are recorded digitally. The Supplier must have a system in place for the secure receipt of electronic transfer of recorded material and will be required to provide a verbatim transcript document. Proceedings can range from 30 minutes to 10 hours (and in some rare instances, in excess of 10 hours).

Where part of a hearing is heard 'in camera'<sup>1</sup>, the transcription should clearly indicate this. The Supplier will need to transcribe 'in camera' proceedings separately so that they can be easily detached from the main hearing.

The transcript must indicate pauses, whether long or short, and identify the name of the speaker and inaudible/unintelligible sections of the recording.

DVSA occasionally receives requests for transcriptions from third parties which for the purposes of the Call Off Contract will be known as "OTC External Transcriptions". The cost and delivery turnaround time for "External Transcriptions" are not included in the Call Off Contract and will be agreed between the third party and the Supplier upon the express consent of DVSA. The Supplier will therefore directly charge the cost to the third party however distribution will be handled by the DVSA. DVSA will provide the relevant recording for the "OTC External Transcriptions" and the Supplier will provide the completed transcription back to the DVSA as per the process for "OTC Transcriptions".

Recordings of public inquiries will be sent to the transcriber by secure electronic means from the DVSA. The Supplier must have a system in place for the secure receipt of electronic transfer of recorded material. The Supplier must return the transcribed document to the originator by secure electronic transfer. Any changes to the method of transfer will be notified to the Supplier. Exceptionally recordings may be transferred by CD and secure postal services. In these cases, the recording and transcript should be returned by secure mail.

The Supplier should provide complete OTC Transcriptions within 10 working days of receipt by transfer, as outlined in the Call Off Schedule 14 (Service Levels). There may also be some occasions where a complete transcript of proceedings is required urgently and within five (5) working days of receipt by transfer. The OTC will clearly mark the transcript as urgent. If requested by the DVSA, the Supplier should provide partial OTC Transcriptions within five (5) working days of receipt by transfer. Transcripts should be provided in an editable format so that errors can be corrected.

There may also be other ad-hoc requirements from other DVSA users for Transcription Services which for the purposes of the Call Off Contract will be known as "Other Transcriptions".

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<sup>1</sup> 'In camera' is a section of a public inquiry that will be held in private where no members of the public are permitted into the hearing due to sensitive information being discussed. This could be financial or health matters or any other areas of sensitivity deemed by the Traffic Commissioner. These 'in camera' sessions tend to be at the very beginning of a public inquiry but could potentially present themselves at any stage of a hearing. The public inquiry recording will stop and a separate session of recording will be made 'in camera'.

**The Supplier must have a system in place for the secure receipt of electronic transfer of recorded material and will be required to provide a verbatim transcript document. The Supplier must have a system in place for the return of the transcribed document. The timescales for return of the transcribed document for Other Transcriptions are outlined in Call Off Schedule 14 (Service Levels).**

**There may be some occasions when there is a requirement for an Other Transcription to be completed urgently. DVSA will clearly mark the order as urgent. The Supplier will price urgent transcriptions accordingly in Appendix 5 Pricing.**

**The Supplier must not under any circumstance share the copies of transcriptions to anyone other than DVSA. DVSA will copy transcripts as and when required.**



## **Ancillary Services**

DVSA requires the Supplier to provide sound recordings (which includes sound editing) of theory test instructions, questions and answers. The sound recordings shall be of mp3 format and clear and free from extraneous noise. They shall be transferred securely using the Supplier's portal.

The timescales for the delivery of sound recordings must be agreed by the Supplier and DVSA. If the Supplier subsequently cannot meet the agreed deadline, they must in advance of the deadline, notify DVSA with reasons for the delay.

## **British Sign Language Translation Services**

DVSA requires the Supplier to provide recorded videos of British Sign Language interpretation of theory test instructions, questions and answers for Deaf people requiring support to access content.

DVSA also requires the Supplier to provide recorded videos of British Sign Language and Makaton interpretation of guidance documents.

The Supplier shall provide the video recordings within 10 working days of receipt. They shall be transferred securely using the Supplier's portal (in accordance with the Security specifications). They shall be generated in mp4 (MPEG-4 Part 14) file format, minimum frame rate of 25 fps, aspect ratio of 352 x 288 at a minimum bit rate of 1374 kbps.

The Supplier must only use British Sign Language interpreters registered with the National Registers of Communication Professionals working with Deaf & Deafblind people (NRCPD).

## **Non-Spoken Face to Face Services**

DVSA requires British Sign Language interpretation to take place at stakeholder meetings between Deaf people, requiring support to access content, and hearing people, in personal attendance. The meetings are likely to take place at DVSA or stakeholder premises.

## **Ordering/Booking Process**

For real time Telephone Interpreting Services, the Supplier will provide a designated unique Freephone number for DVSA staff to contact for the Linguist to join the call with DVSA's customer. The Supplier shall make Telephone Interpretation accessible 24 hours a day, seven (7) days a week, every day of the year.

The Supplier shall deliver the Booking Training Procedure as outlined in section 2.3. As part of the booking process, the Supplier shall provide an ordering system that allows authorised DVSA staff to place orders via either secure on-line/web-based order form or email or telephone 24 hours a day, 7 (seven) days a week. The Supplier shall provide booking forms that include sufficient details for each Assignment, to include but not limited to: language required, contact names, telephone numbers, email addresses, start times, approximate duration, nature of Assignment (e.g. PACE interview), location. The Supplier will be required to confirm bookings within 1 day as standard.

The Supplier will be required to provide a facility for emergency bookings which includes but is not limited to: a short notice Assignment required the next day or within 24 hours.

The Supplier shall provide the following details to the Order Manager prior to the commencement of the Assignment.

- full name of the Linguist(s) being used for the Service
- contact details of the Linguist(s) (not required for Telephone Interpretation Services)

- a clear up to date passport quality photograph of the Linguist(s) (not required for Telephone Interpretation Services)
- the current level of Government Security Clearance of the Linguist(s)
- the language in which the Linguist(s) has been assessed as competent to work

For Telephone Interpretation Services, the Supplier will be required to provide the Contract Manager with the above a week after the Commencement Date. If the Linguist(s) are replaced for any reason for Telephone Interpretation Services, the Supplier will be required to provide the details above for the new Linguist(s).

#### **Cancellation of Bookings**

The Supplier shall only accept cancellations or variations to booking requests from Order Managers by the secure on-line/web-based order form or email or telephone.

If the Supplier is required to provide proof of short cancellations, this will need to be provided by email to the Order Manager.

If the Linguist fails to attend the Assignment at the specified location and at the specified time, the Supplier shall be liable for all associated costs and losses that are incurred as a direct consequence.

#### **Travel and Subsistence Costs**

Where the Assignment involves attendance in person by the Linguist, the Supplier should Endeavor to use a Linguist local to the location.

The Supplier should only charge for travel and subsistence costs for an Assignment outside a five (5) mile radius. Travel and subsistence claims shall be at the rates prescribed in the attached Travel and Subsistence guidance at Annex 1 of this Appendix 2 (Specification).

The Supplier shall notify the Order Manager of all Travel and Subsistence costs as part of the booking process.

Payment for travelling time will only be considered if there is significant travel and the request will need to be approved by the DVSA Contract Manager in advance.

#### **Management Information, Monitoring and Data Reporting**

The Supplier will be required to provide monthly statistics including but not limited to:

- volumes of the relevant Services which can be filtered by the following but not limited to: type of Service; month; week; day; language; cancellation by Supplier
- call duration (where applicable)
- unsuccessful attempts to dial Linguist in for Telephone Interpretation

The Supplier will be required to provide narrative analysis to DVSA reporting on achievement of the agreed service levels which are outlined in Call Off Schedule 14 (Service Levels).

#### **Lot Structure for Specifying Services**

##### **Lot 1: Translation, Transcription and Ancillary Services and Non – Spoken Language Services**

The provision of Translation, Transcription and Ancillary Services.

- **Translation:** The conversion of written documents into another language as text.
- **Transcription:** The conversion of audio or video files into a written format.
- **Ancillary Services:** The provision of Sound Recordings.

**The provision of Non-Spoken Video Language Services and Non-Spoken Face to Face Services.**

## **Lot 2: Telephone, Face to Face Interpreting and Spoken Video Interpreting**

- A scheduled spoken video interpreting service for customers who prefer to book an interpreter in advance of an Assignment.
- On demand Telephone Interpreting for non-English speakers who need to use an Interpreter immediately over the telephone.
- The provision of Face-to-Face Interpreting Services throughout Great Britain.
- In some instances, it may be possible to provide an on-demand video interpreting service, but this will be agreed between the Supplier and Buyer at Call Off.

In addition to the services stated in these lots, Suppliers will be required to provide all services stated in Sections 3 – 24 of CCS RM6141 Framework Schedule 1 (Specification).

### **3. Social Value priorities**

The Social Value Act (2012) requires contracting authorities to consider social value when procuring services, by taking into account the additional social benefits that can be achieved in the delivery of its contracts. It has been identified that [Procurement Policy Note 06/20](#) – taking account of social value in the award of central government contracts applies to this procurement.

Using policy outcomes aligned with Government's priorities, a weighting of 10% of the overall score for this requirement is dedicated to social value criteria.

The social value theme(s) for this requirement is/are set out below, which requires Tenderers to demonstrate how, in the delivery of this contract, they can assist the Department in delivering the policy outcome(s) of increase supply chain resilience and capacity.

Theme	Policy Outcome	Delivery Objective – What good looks like
Theme 2: Tackling economic inequality	Increase supply chain resilience and capacity	<b>Manage cyber security risks</b>  <b>Award Criteria</b>  <b>Activities that demonstrate and describe the tenderer's existing or planned</b>  <b>Sub-Criteria</b> <ul style="list-style-type: none"><li>• Understanding of risks affecting the contract, including those affecting the market, industry, sector and country (of origin or of source), and to identify the risks and ways of mitigating and managing them.</li><li>• Measures to mitigate and manage cyber security risks within the supply chain relating to the contract, including:</li></ul>

		<ul style="list-style-type: none"> <li>○ engaging with the supply chain to identify and build resilience against cyber security risks</li> <li>○ actions to be taken to actively raise cyber security awareness.</li> <li>● Commitment to adopting the required technical standards and best practice as a basis for appropriate cyber security controls (appropriate to the contract and risk profile), such as: <ul style="list-style-type: none"> <li>○ The Supplier will be expected to support DVSA in line with <a href="#">Government Cyber Security Strategy</a>, <a href="#">NIST CSF</a>, <a href="#">NCSC CAF</a>.</li> <li>○ more stringent cyber security measures in the supply chain where necessary, such as Cyber Essentials and Cyber Essentials Plus certification, and having a specific cyber insurance policy for the contract.</li> <li>○ NCSC Cloud Security Guidance</li> <li>○ NCSC 14 Cloud Security Principles</li> <li>○ Technology Code of Practice</li> </ul> </li> </ul>
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The required social value criteria are detailed in Annex 1 of Appendix 6 Quality and Social Value.

The successful Supplier will demonstrate how they deliver social benefits that support key social outcomes that are highlighted in the table above.

#### 4. Quality Assurance Requirements

Compulsory CCS RM6141 Framework quality management standards and systems shall apply to the DVSA call off contract.

In addition, the Supplier will be required to have a Quality Assurance process in place for the Services undertaken. For Non-Spoken Video Language Service Assignments, the Supplier will be required to either have another qualified Linguist to view the clips and confirm their accuracy or have two Linguists involved in creating the clips so that they agree on the best way to sign the concepts.

The Supplier will be responsible for investigating and promptly rectifying any errors found by DVSA.

#### 5. Information Assurance

##### Processing of Government Data

This contract will require the successful tenderer to process Government data on the DfT's behalf. The successful tenderer will be required to complete a Risk Ledger Tool prior to Contract Award.

The HMG Security Policy Framework requires Departments to conduct an annual compliance review of third-party suppliers. The Questionnaire will therefore need to be completed annually throughout the term of the contract in order to assess ongoing compliance. The DfT may also audit suppliers to validate the responses and evidence provided in the Questionnaire.

### **Offshoring of Government Data**

Government policy states that data it holds should be protected appropriately regardless of location.

Offshoring is defined as “Any arrangement where the performance of any part of the services or a solution under a contract may occur outside the UK for domestic (UK) consumption.”

Tenderers must indicate in their response whether any data supplied as part of the contract, would be offshored. If so, tenderers must confirm the location(s) including the location of any business continuity, disaster recovery and technical support staff.

All Central Government Departments are required to seek approval for any proposed offshoring activity, which ensures that information held offshore is appropriately managed and that pan-government risks are identified, tracked and managed, where appropriate.

In the event that the successful tenderer proposes to offshore any Data as part of the contract, they would be required to provide details about the processing to be carried out offshore, the privacy risks and the security controls in place to protect the data. If the intention is to store the information in a cloud environment outside the UK, the successful tenderer will also need to confirm the extent to which the environment complies with the cloud security principles. This information would be used to submit the offshoring proposal for approval.

Any request to offshore must receive clearance prior to the commencement of any data processing activity.

### **Incident management**

The supplier must notify DVSA of any incidents as soon as they are able to do so but, in any case, within 24 hours.

The supplier must cooperate with DVSA in managing the incident from containment to closure, including (where necessary) supporting notification to others, such as data subject or Information Commissioner’s Office.

The supplier must carry out and support any lessons learned and trend analysis. This includes applying preventative measures to reduce the risk of an incident from reoccurring.

### **Data Protection**

Delivery of this contract will require the supplier to process Personal Data (as defined in the GDPR) on the Buyers behalf. The Buyer will be the Data Controller and the supplier will act as the Data Processor. The supplier will process Personal Data only on the Buyers documented instructions, as set out in Annex 1 – Processing Personal Data of Joint Schedule 11 - Processing Data.

### **Cyber Security**

The Government has developed Cyber Essentials, in consultation with industry, to mitigate the risk from common internet based threats.

It will be mandatory for new Central Government contracts, which feature characteristics involving the handling of personal data and ICT systems designed to store or process data at the OFFICIAL level of the Government Security Classifications scheme (link below), to comply with Cyber Essentials.

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

All potential tenderers for Central Government contracts, featuring the above characteristics, should make themselves aware of Cyber Essentials and the requirements for the appropriate level of certification. The link below to the Gov.uk website provides further information:

<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

As this requirement features the above characteristics, you are required to demonstrate in your response that:

- Your organisation has Cyber Essentials Plus certification; or
- Your organisation will be able to secure Cyber Essentials Plus certification prior to contract award;

The successful tenderer will be required to provide evidence of Cyber Essentials Plus certification prior to contract award. This will be through the completion of the Statement of Assurance Questionnaire.

The successful tenderer will be required to secure and provide evidence of Cyber Essentials Plus re-certification on an annual basis.

Further information regarding the certification process can be found here:

<https://www.ncsc.gov.uk/cyberessentials/overview>

The supplier must also comply with the standards of and must be certificated in ISO27001 for the duration of the contract. The supplier's ISO27001 certification must cover the work they are carrying out for DVSA.

You are required to demonstrate in your response that:

- Your organisation has ISO27001 certification which covers the work that will be carried out for DVSA; or
- Your organisation will be able to secure ISO27001 certification which covers the work that will be carried out for DVSA prior to contract award.

The successful tenderer will be required provide evidence of ISO27001 certification which covers the work that will be carried out for DVSA prior to contract award.

The successful tenderer will be required to secure and provide evidence of ISO27001 re-certification on an annual basis.

The Supplier must support DVSA with undertaking an IT Health Check (ITHC) as part of the Mobilisation Phase before Service Commencement. The Supplier can only process and hold live DVSA data in their system once DVSA confirm the Supplier has passed the ITHC.

## **6. Service Conditions and Environmental Factors**

No pre-defined conditions apply.

## **7. Management and Contract Administration**

The Supplier shall within five (5) days of signing the Call Off Contract send to the DVSA Contract Manager, the name and contact details (including email address and telephone number) of the Account Manager responsible for managing the Call Off Contract.

The Supplier shall attend monthly Performance Review Meetings. An agenda will be agreed between DVSA and the Supplier after the Commencement Date and, as standard, the agenda will include minutes and actions of the previous meeting, performance and continuous improvements. The meetings will either take place face to face or virtually. No reimbursement of costs will be provided for these meetings.

The Supplier will also be required to provide suitably qualified security personnel to participate in governance meetings hosted by DVSA to discuss the security status of the solutions being used to deliver the services. Such meetings shall occur not less than quarterly as part of management of the contract.

The Supplier is also expected to make themselves available with reasonable notice for any additional ad-hoc meetings that may be required to support the contract that may be requested by DVSA.

### **Payment and Invoicing**

Before invoicing, the Supplier shall provide the DVSA Contract Manager with a consolidated itemised 'request for payment' for completed assignments in arrears. Once the 'request for payment' has been approved by DVSA, the Supplier shall provide a consolidated invoice to DVSA monthly in arrears. The Supplier shall provide relevant information supporting the charges on each invoice should be available to DVSA and should reflect the management information provided monthly. The Supplier will be required to raise credit notes where errors are made.

The Supplier will be required to provide a separate invoice each month for any assignments requested by DVSA's Prosecution and Legal Services team (PLS). The invoice will need to be sent to [DVSAPLSBristol@dvsa.gov.uk](mailto:DVSAPLSBristol@dvsa.gov.uk). This is for DVSA to outline the cost to be claimed back through the court process and to process PLS item invoices on the DVSA purchase2pay system.

DVSA operates a purchase order (PO) scheme for payment of invoices. It is likely that DVSA will provide a PO for each business unit that requires language services.

The Supplier must quote the aforementioned PO number on all invoices and these must be submitted electronically in PDF format to:

[SSa.invoice@ubusinessservices.co.uk](mailto:SSa.invoice@ubusinessservices.co.uk)

Invoices received without the correct PO number will be returned and will delay receipt of payment. Invoices should be copied to the DVSA Contract Manager and the Supplier should include any information required to ensure efficient and effective receipting/invoice matching. For example provision of timesheets or an annotated progress report.

## **8. Training / Skills / Knowledge Transfer**

Compulsory framework Training / Skills / Knowledge Transfer processes shall apply to the DVSA call off contract.

The Supplier must deliver the Booking Training Procedure as outlined in section 2.4.



## **9. Documentation**

**All documentation must be provided securely in the relevant Microsoft Office format i.e. Word, Excel, PowerPoint.**

**Details of the specific reports and documentation that is required to be delivered by suppliers is detailed within the specification.**

## **10. Arrangement for End of Contract**

**The Supplier shall fully cooperate with the Buyer to ensure a fair and transparent re-tendering process for this contract. This may require the Supplier to demonstrate separation between teams occupied on the existing Contract and those involved in tendering for the replacement contract to prevent actual (or perceived) conflicts of interest arising.**

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

- sets out the Supplier's proposed methodology for achieving an orderly transition of the Services from the Supplier to the Customer and/or its Replacement Supplier on the expiry or termination of this Call Off Contract;**
- complies with the requirements set out in paragraph 4.3 of Call Off Schedule 10;**
- is otherwise reasonably satisfactory to the Customer.**

**Please refer to Call Off Schedule 10 – Exit Management for further information on any exit/termination of contract.**

## **Annex 1 – Travel and Subsistence**

- 1. Travelling and subsistence expenses shall not exceed the upper limit of allowances payable to Departmental staff of equivalent status.**
- 2. Any travel undertaken as a consequence of performance of the Contract must utilise the most cost-effective means (taking into account the cost of travel, the cost of meals and accommodation and savings in time) for the whole journey. Claims for travelling and subsistence must be related to the performance of duties for the purposes of this Contract and be certified as such. Visits abroad require the prior approval of the Department and should be pre-approved by SCS1 or above.**
- 3. The current Departmental rates are shown below. These rates will apply for the duration of the Contract. Please see note below on rail travel.**

### **Travel by Motor Vehicles**

- 4. Motor mileage allowances for travel by private car and van:**
  - Up to 10,000miles - 45 pence per mile (25p may apply if public transport is a viable alternative)**
  - Over 10,000 miles - 25 pence per mile**

### **Travel by Motorcycle**

- 5. Motor mileage allowances for travel by private motorcycle and motorcycle combinations is 24 pence per mile.**

### **Travel by Pedal Cycle**

- 6. The pedal cycle allowance is 20 pence per mile.**

### **Travel by Train**

- 7. Travel by train should be by standard class (including Eurostar) - irrespective of grade, entitlement or distance - unless there are compelling reasons to travel first class or,**

**exceptionally, a first-class discount ticket is cheaper. Any claim for travel other than standard class must be approved in advance by the Department.**

#### **Coach/Bus Travel**

- 8. Fares for official travel by coach, bus etc will be reimbursed.**

#### **Subsistence**

- 9. Each Government Department is required to set its own standard rates for night subsistence. The Department has issued the rates set out in paragraph 8 below. For the purposes of this Contract therefore, these rates will apply although it is recognised that other rates and conditions may be applied by different contracting authorities, over whom the Department has no control.**

**(a) Night subsistence allowance (irrespective of salary) indicative ceilings:**

**Night subsistence can only be claimed if you stay away from home overnight on official business and is to meet the actual costs of your meals and accommodation. You are entitled to be reimbursed day subsistence for subsequent periods of over five hours or over 10 hours following a night subsistence claim.**

- London - up to £150 per night**
- Elsewhere up to £100 per night**
  
- Overnight stay evening meal indicative level- up to £20.00**

**(b) Day subsistence allowance (irrespective of salary) indicative ceilings:**

- Breakfast indicative level (irregular start before 6.00 am) - up to £7.00.**
  
- 5 hours (to cover one meal) - up to £7.00.**
- 10 hours (to cover two meals) - up to £14.00.**

#### **Actuals**

10. Where it is not possible to obtain accommodation within the rates set out in 8(a) above, tenderers may estimate actual expenditure within the Firm Price breakdown. Supporting evidence including the reasons for exceeding the limits in paragraph 8 and receipts showing disbursements will be required with each claim for payment.

## **Receipts**

11. All claims should be supported by receipts and if you have access to a scanner, must be scanned and attached to your claim. If you are able to scan your receipts, you will no longer be required to keep hard copies.
12. If not, you must provide the certifying officer with the receipts and then keep these for future reference by yourself, your certifying officer, auditor, or the Inland Revenue. You must keep your receipts for the current tax year and preceding three tax years.

## **Notes**

13. Each claim for payment under the Contract must separately identify those elements of the claim which represent travel and subsistence expenses.
14. A supplement of 5 pence per mile may be claimed for each mile another person employed on the Contract is carried in (Passenger rate) / on a private motor vehicle.
15. The Department does not insist on comprehensive insurance cover (where applicable) but will accept no liability in the event of any accident, damage, injury or death.
16. Where motor mileage allowance is claimed, each claim should state the amount of the current claim and the cumulative mileage claimed to date under the Contract.
17. A night subsistence allowance is an allowance paid for an overnight absence. It covers an absence of up to 24 hours plus any additional period not reckonable for day allowance (i.e. less than 5 hours) and is payable for a period of up to 30 nights in any one place. Thereafter, a lower lodging allowance is payable.

**Core Terms**

## **1. Definitions used in the contract**

1.1 Interpret this Contract using Joint Schedule 1 (Definitions).

## **2. How the contract works**

2.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.

2.2 CCS doesn't guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.

2.3 CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.

2.4 If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:

- make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules)
- create new Call-Off Schedules
- exclude optional template Call-Off Schedules
- use Special Terms in the Order Form to add or change terms

2.5 Each Call-Off Contract:

- is a separate Contract from the Framework Contract
- is between a Supplier and a Buyer
- includes Core Terms, Schedules and any other changes or items in the completed Order Form
- survives the termination of the Framework Contract

2.6 Where the Supplier is approached by an eligible buyer requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order. The Supplier will promptly notify CCS if the eligible

buyer won't use this Framework Contract.

2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.

2.8 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

- verify the accuracy of the Due Diligence Information
- properly perform its own adequate checks

2.9 CCS and the Buyer won't be liable for errors, omissions or misrepresentation of any information.

2.10 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

### **3. What needs to be delivered**

#### **3.1 All deliverables**

3.1.1 The Supplier must provide Deliverables:

- that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one)
- to a professional standard
- using reasonable skill and care
- using Good Industry Practice
- using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract

- on the dates agreed
- that comply with Law

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

## **3.2 Goods clauses**

3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.

3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.

3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.

3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.

3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.



3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.

3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

### **3.3 Services clauses**

3.3.1 Late Delivery of the Services will be a Default of a Call-Off Contract.

3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.

3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.

3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.

3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.

3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

## **4 Pricing and payments**

4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.

4.2 CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).

#### 4.3 All Charges and the Management Charge:

- exclude VAT, which is payable on provision of a valid VAT invoice
- include all costs connected with the Supply of Deliverables

4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.

#### 4.5 A Supplier invoice is only valid if it:

- includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer
- includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any)
- doesn't include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge)

4.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

4.7 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, CCS or the Buyer can publish the details of the late payment or non-payment.

4.8 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then CCS or the Buyer may either:

- require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items
- enter into a direct agreement with the Subcontractor or third party for the relevant item

4.9 If CCS or the Buyer uses Clause 4.8 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation

Procedure.

4.10 CCS and the Buyer's right to enter into a direct agreement for the supply of the relevant items is subject to both:

- the relevant item being made available to the Supplier if required to provide the Deliverables
- any reduction in the Framework Prices (and where applicable, the Charges) excludes any unavoidable costs that must be paid by the Supplier for the substituted item, including any licence fees or early termination charges

4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

## **5. The buyer's obligations to the supplier**

5.1 If Supplier Non-Performance arises from an Authority Cause:

- neither CCS or the Buyer can terminate a Contract under Clause 10.4.1
- the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract
- the Supplier is entitled to additional time needed to make the Delivery
- the Supplier cannot suspend the ongoing supply of Deliverables

5.2 Clause 5.1 only applies if the Supplier:

- gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware
- demonstrates that the Supplier Non-Performance only happened because of the Authority Cause
- mitigated the impact of the Authority Cause

## **6. Record keeping and reporting**

6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.

6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the End Date.

6.3 The Supplier must allow any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit.

6.4 The Supplier must provide information to the Auditor and reasonable co-operation at their request.

6.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

- tell the Relevant Authority and give reasons
- propose corrective action
- provide a deadline for completing the corrective action

6.6 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:

- the methodology of the review
- the sampling techniques applied
- details of any issues
- any remedial action taken

6.7 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

## **7. Supplier staff**

7.1 The Supplier Staff involved in the performance of each Contract must:

- be appropriately trained and qualified
- be vetted using Good Industry Practice and the Security Policy
- comply with all conduct requirements when on the Buyer's Premises

7.2 Where a Buyer decides one of the Supplier's Staff isn't suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.

7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.

7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.

7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

## **8. Rights and protection**

8.1 The Supplier warrants and represents that:

- it has full capacity and authority to enter into and to perform each Contract
- each Contract is executed by its authorised representative
- it is a legally valid and existing organisation incorporated in the place it was formed
- there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract
- it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract
- it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract
- it is not impacted by an Insolvency Event
- it will comply with each Call-Off Contract

8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.

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

- wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract
- non-payment by the Supplier of any tax or National Insurance

8.4 All claims indemnified under this Contract must use Clause 26.

8.5 CCS or a Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.

8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.

8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

## **9. Intellectual Property Rights (IPRs)**

9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:

- receive and use the Deliverables
- make use of the deliverables provided by a Replacement Supplier

9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.

9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.

9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.

9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:

- obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR
- replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables

## **10. Ending the contract**

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

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

### **10.3 Ending the contract without a reason**

10.3.1 CCS has the right to terminate the Framework Contract at any time without reason or liability by giving the Supplier at least 30 days' notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.

10.3.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.

### **10.4 When CCS or the buyer can end a contract**

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

- there's a Supplier Insolvency Event
- there's a Contract Default that is not corrected in line with an accepted Rectification Plan
- the Relevant Authority rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request
- there's any material Default of the Contract
- there's any material Default of any Joint Controller Agreement relating to any Contract;
- there's a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract
- there's a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management)
- there's a Change of Control of the Supplier which isn't pre-approved by the Relevant Authority in writing
- there's a Variation to a Contract which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes)
- if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded
- the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations
- the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them

10.4.2 CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.

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

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

- reject the Rectification Plan or revised Rectification Plan, giving reasons



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

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

- must give reasonable grounds for its decision
- may request that the Supplier provides a revised Rectification Plan within 5 Working Days

10.4.6 If any of the events in 73 (1) (a) to (c) of the Regulations happen, the Relevant Authority has the right to immediately terminate the Contract and Clause 10.5.2 to 10.5.7 applies.

## **10.5 What happens if the contract ends**

Where the Relevant Authority terminates a Contract under Clause 10.4.1 all of the following apply:

10.5.1 The Supplier is responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

10.5.2 The Buyer's payment obligations under the terminated Contract stop immediately.

10.5.3 Accumulated rights of the Parties are not affected.

10.5.4 The Supplier must promptly delete or return the Government Data except where required to retain copies by law.

10.5.5 The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.

10.5.6 The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

10.5.7 The following Clauses survive the termination of each Contract: 3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

## **10.6 When the supplier can end the contract**

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

10.6.2 If a Supplier terminates a Call-Off Contract under Clause 10.6.1:

- the Buyer must promptly pay all outstanding Charges incurred to the Supplier
- the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated
- Clauses 10.5.4 to 10.5.7 apply

## **10.7 When subcontracts can be ended**

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- there is a Change of Control of a Subcontractor which isn't pre-approved by the Relevant Authority in writing
- the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4
- a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority

## **10.8 Partially ending and suspending the contract**

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

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

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

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

10.8.5 The Parties must agree any necessary Variation required by Clause 10.8 using the Variation Procedure, but the Supplier may not either:

- reject the Variation
- increase the Charges, except where the right to partial termination is under Clause 10.3

10.8.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.8.

## **11. How much you can be held responsible for**

11.1 Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £100,000.

11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form

11.3 No Party is liable to the other for:

- any indirect Losses
- Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect)

11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:

- its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors
- its liability for bribery or fraud or fraudulent misrepresentation by it or its employees
- any liability that cannot be excluded or limited by Law
- to the extent it arises as a result of a Default by the Supplier, any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty; or
- its obligation to pay the required Management Charge or Default Management Charge

11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3, 9.5 or Call-Off Schedule 2 (Staff Transfer) of a Contract.

11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.

11.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.

11.8 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:

- Deductions
- any items specified in Clause 11.5 or Clause 11.6

11.9 If more than one Supplier is party to a Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

## **12. Obeying the law**

12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).

12.2 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

### **13. Insurance**

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

### **14. Data protection**

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

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

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

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

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

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

- tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier
- restore the Government Data itself or using a third party

14.7            The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.

14.8            The Supplier:

- must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request
- must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading
- must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice
- securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it
- indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

## **15.    What you must keep confidential**

15.1            Each Party must:

- keep all Confidential Information it receives confidential and secure
- not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the Contract
- immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information

15.2            In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure

- if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party
- if the information was given to it by a third party without obligation of confidentiality
- if the information was in the public domain at the time of the disclosure
- if the information was independently developed without access to the Disclosing Party's Confidential Information
- to its auditors or for the purposes of regulatory requirements
- on a confidential basis, to its professional advisers on a need-to-know basis
- to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010

15.3           The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

15.4           CCS or the Buyer may disclose Confidential Information in any of the following cases:

- on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer
- on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to
- if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions
- where requested by Parliament
- under Clauses 4.7 and 16

15.5           For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.

15.6 Transparency Information is not Confidential Information.

15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

## **16. When you can share information**

16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.

16.2 Within the required timescales the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:

- publish the Transparency Information
- comply with any Freedom of Information Act (FOIA) request
- comply with any Environmental Information Regulations (EIR) request

16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision, which does not need to be reasonable.

## **17. Invalid parts of the contract**

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

## **18. No other terms apply**

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

## **19. Other people's rights in a contract**

No third parties may use the Contracts (Rights of Third Parties) Act (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect



third party rights and remedies that exist independently from CRTPA.

## **20. Circumstances beyond your control**

20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:

- provides a Force Majeure Notice to the other Party
- uses all reasonable measures practical to reduce the impact of the Force Majeure Event

20.2 Either party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

20.3 Where a Party terminates under Clause 20.2:

- each party must cover its own Losses
- Clause 10.5.2 to 10.5.7 applies

## **21. Relationships created by the contract**

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

## **22. Giving up contract rights**

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

## **23. Transferring responsibilities**

23.1 The Supplier cannot assign a Contract without the Relevant Authority's written consent.

23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Relevant Authority.

23.3 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.

23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.

23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

23.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

- their name
- the scope of their appointment
- the duration of their appointment

## **24. Changing the contract**

24.1 Either Party can request a Variation to a Contract which is only effective if agreed in writing and signed by both Parties

24.2 The Supplier must provide an Impact Assessment either:

- with the Variation Form, where the Supplier requests the Variation
- within the time limits included in a Variation Form requested by CCS or the Buyer

24.3 If the Variation to a Contract cannot be agreed or resolved by the Parties, CCS or the Buyer can either:

- agree that the Contract continues without the Variation

- terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them
- refer the Dispute to be resolved using Clause 34 (Resolving Disputes)

24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.

24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.

24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:

- that the Supplier has kept costs as low as possible, including in Subcontractor costs
- of how it has affected the Supplier's costs

24.7 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

## **25. How to communicate about the contract**

25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

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

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

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

## **26. Dealing with claims**

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

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

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

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

26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.

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

26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.

26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

- the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money
- the amount the Indemnifier paid the Beneficiary for the Claim

## **27. Preventing fraud, bribery and corruption**

27.1 The Supplier must not during any Contract Period:

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

27.2 The Supplier must during the Contract Period:

- create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same
- keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request
- if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures

27.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

- been investigated or prosecuted for an alleged Prohibited Act
- been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency
- received a request or demand for any undue financial or other advantage of any kind related to a Contract
- suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act

27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

27.5 In any notice the Supplier gives under Clause 27.4 it must specify the:

- Prohibited Act
- identity of the Party who it thinks has committed the Prohibited Act
- action it has decided to take

## **28. Equality, diversity and human rights**

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

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

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

## **29. Health and safety**

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

- all applicable Law regarding health and safety
- the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier

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

## **30. Environment**

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

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

## **31. Tax**

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

31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:

- the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant
- other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need

31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:

- comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions
- indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff

31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding
- the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer
- the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements
- the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management

## **32. Conflict of interest**

32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.

32.3 CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

## **33. Reporting a breach of the contract**

33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:

- Law
- Clause 12.1
- Clauses 27 to 32

33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.



## **34. Resolving disputes**

34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.

34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.

34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- determine the Dispute
- grant interim remedies
- grant any other provisional or protective relief

34.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.

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

**35. Which law applies**

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

# 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](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 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

## 2. Equality and Accessibility

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

## 3. Modern Slavery, Child Labour and Inhumane Treatment

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

### 3.1 The Supplier:

- 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 CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

#### **4. Income Security**

##### **4.1 The Supplier shall:**

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
- 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>

## **Call-Off Schedule 4 (Call Off Tender)**

XXXXXX redacted under FOIA section 43