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

**Order Form**

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| CALL-OFF REFERENCE: | DDaT24213 – Salesforce Developer x2 |
| THE BUYER: | UK Research and Innovation- Innovate UK |
| BUYER ADDRESS | Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1FL |
| THE SUPPLIER: | Areti Group Limited |
| SUPPLIER ADDRESS: | 4th Floor Silverstream House, 45 Fitzroy  Street, Fitzrovia, London, W1T 6EB |
| REGISTRATION NUMBER: | 13858380 |

**Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 7th May 2024.

It’s issued under the Framework Contract with the reference number DDaT21501 for the provision of

Senior Interaction Designer.

**Call - off Lot(s):**

Lot 4 – (Salesforce)

**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) DDaT21501 framework

3. The following Schedules in equal order of precedence:

• Joint Schedules for DDaT24213

o Joint Schedule 2 (Variation Form)

o Joint Schedule 3 (Insurance Requirements)

o Joint Schedule 4 (Commercially Sensitive Information)

o Joint Schedule 10 (Rectification Plan)

o Joint Schedule 11 (Processing Data)

• Call-Off Schedules for DDaT24213

o Call-Off Schedule 5 (Pricing Details)

o Call-Off Schedule 7 (Key Supplier Staff)

4. CCS Core Terms (version 3.0.4)

5. Joint Schedule 5 (Corporate Social Responsibility) DDaT21501

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

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| CALL - OFF START DATE: | Wednesday, 8th May 2024 |
| CALL – OFF EXPIRY DATE: | Monday, 23rd September 2024 |
| CALL – OFF INITIAL PERIOD: | 95 days |

**Call – off Deliverables**

**Innovate UK is the UK’s innovation agency:**

Innovate UK works with people, companies and partner organisations to find and drive the science, technology, business models, process and commercial innovations that will grow the UK economy - delivering productivity, higher value jobs and exports. Our aim at Innovate UK is to keep the UK globally competitive in the race for future prosperity.

For further information and to stay updated on our latest news vis[it www.gov.uk/innovateuk](http://www.gov.uk/innovateuk), follow us on Twitter at [@innovateuk](mailto:@innovateuk) or subscribe to our YouTube channel at [www.youtube.com/InnovateUK.](http://www.youtube.com/InnovateUK)

**Project summary:**

**Our business client: KTP**

**Purpose**: The Knowledge Transfer Partnership (KTP) scheme helps businesses in the UK to innovate and grow by linking them with an academic or research organisation and a graduate. A KTP enables a business to bring new skills and the latest academic thinking to deliver a specific, strategic innovation project through a knowledge-based, three-way partnership.

KTP currently uses a legacy platform comprising a portal, database, and some bespoke tools: Access

UI. Oxinet hosts Portal and DB.

Scope: This project is a part of the initiative to decommission Oxinet by the end of August 2024. It aims to build the features to support KTP business processes and operations using the BS&I funding and Data platforms. An MVP (Phase 1) that will enable KTP to stop using legacy platforms will be delivered by the end of the financial year, 23/24. The MVP solely focuses on what will help the business run its live projects using the funding platform post-award and turn off the Oxynet portal.

**Services required:**

Upon assessing the team required to deliver the project we concluded that we would need a Salesforce developer to work as part of the project delivery team, assisting us to design services that meet our client needs. The core requirement is to identify a supplier who can support us with the Interaction Design and development across our Funding Platform.

Key deliverables expected from the supplier in relation to solution and interaction design:

**Salesforce Developer**

• Analyse business requirements, translate them into Salesforce technical solution designs and develop Salesforce software solutions to ensure scope and customer expectations are met.

• Collaborate and communicate within the project team, working in accordance with Agile software development principles.

• Construct sequence diagrams, workflows etc to describe interaction between systems and present for internal and external use.

• Study system capabilities, input/output processes and hardware or software compatibility

• Engage in subsystems’ design analysis and integration with the overall system.

• Extend technical support during preparation, installation and system maintenance to project stakeholders and external suppliers.

• Ensure agreed architecture principles are adhered to when designing solutions.

• Assist in configuration management, deployment and release cycle activities for designed Salesforce solutions.

• Engage in design/implementation review activities within the project team and beyond.

• Communicate, both written or orally, with both business and technology stakeholders at peer and adjacent organisational levels.

• Supporting the team with delivery of development for technical solutions across the platform to enable the core team to focus on KTP deliverables.

**Expected Key Outputs:**

* Salesforce technical design documentation
* Salesforce features/solutions that satisfy the business requirements and technical design documentation.
* Unit test scripts to ensure code stability and reliability.

**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 **£131,100.00** excluding VAT.

**Call – off Charges**

The maximum value of this Contract is **£131,100.00 excluding VAT**

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|  | **Day Rate** | **No. Of days** | **Total Value ex VAT** |
| **Senior Interaction Designer** | **£690.00** | **95** | **£131,100** |

**Reimbursable Expenses**

**None**

**Payment Method**

All Invoices, quoting a valid Purchase Order number ( PO) must be sent to [accounts@innovateuk.ukri.org a](mailto:accounts@innovateuk.ukri.org)nd copy to [innovationsystems.procurement@iuk.ukri.org](mailto:innovationsystems.procurement@iuk.ukri.org)

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e. Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment.

Payment Method is via BACS.

Where a purchase order has not been provided to the Supplier by the Call-off start date, the Buyer shall provide the Supplier with a purchase order in sufficient time to enable the Supplier invoice for the services provided under this Call-off contract.

For the avoidance of doubt, the Buyer shall remain responsible for making payment for services required by the Buyer and provided by the Supplier under the Call-off contract where a purchase order has not been provided.

**Buyer’s Invoice Address:**

UK Research and Innovation- Innovate UK -KTP Polaris House, North Star Avenue, Swindon SN2 1FL [accounts@innovateuk.ukri.org](mailto:accounts@innovateuk.ukri.org)

**Buyer’s Authorised Representative**

Indu Narayanan

Senior Project Manager [indu.Narayanan@iuk.ukri.org](mailto:indu.Narayanan@iuk.ukri.org)

**Buyer’s Environmental Policy**



UKRI-050920-SustainabilityStrategy.pdf

**Supplier’s Authorised Representative**

Peter Kelly

Director - Areti Group Ltd

[pete.kelly@areti.io](mailto:pete.kelly@areti.io)

92 Coopersale Common

Epping, Essex.

CM16 7QU

**Supplier’s Contract Manager**

Peter Kelly

Director - Areti Group Ltd

[pete.kelly@areti.io](mailto:pete.kelly@areti.io)

92 Coopersale Common

Epping, Essex.

**Progress Report Frequency**

Progress report meetings will be held weekly

**Key Staff**

Richard

William Cavanagh

Indu Narayanan

Senior Project Manager

**Key subcontractor(s)**

Not Applicable

**Commercially Sensitive Information**

Pricing Information Submitted for this requirement.

**Service Credits**

Not Applicable

**Additional Insurances**

Not applicable

**Guarantee**

Not applicable

**Social Value Commitment**

As per framework tender documentation – DDaT21501- Lot 4.

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| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: | Pete Kelly | Signature: | Rebecca Fish |
| Name: | Peter Kelly | Name: | Rebecca Fish |
| Role: | Director -Areti Group Ltd | Role: | Head of Procurement DDaT |
| Date: | 07/05/2024 | Date: | 07/05/2024 |

**Joint Schedule 1 (Definitions)**

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.

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.



In each Contract, unless the context otherwise requires:



the singular includes the plural and vice versa;

reference to a gender includes the other gender and the neuter;



references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;



a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;



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**";



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;



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;



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;



references to **"Paragraphs"** are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;

references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;

the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract; and

where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.

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



investigations;

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| **"Achieve"** | in respect of a Test, to successfully pass such Test without any Test Issues  and in respect of a Milestone, the issue of a Satisfaction Certificate in  respect of that Milestone and "**Achieved**", "**Achieving**"  and "**Achievement**" shall be construed accordingly; |
| **"Additional** | insurance requirements relating to a Call-Off Contract specified in the  Order Form additional to those outlined in Joint Schedule 3  (Insurance Requirements); |
| **Insurances"** |
| **"Admin Fee”** | means the costs incurred by CCS in dealing with MI Failures calculated in  accordance with the tariff of administration charges published by the CCS  on: [http://CCS.cabinetoffice.gov.uk/i-am- s](http://ccs.cabinetoffice.gov.uk/i-am-)upplier/management-  information/admin-fees; |
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| **"Affected Party"** | the party seeking to claim relief in respect of a Force Majeure Event; |
| **"Affiliates"** | in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time; |
| **“Annex”** | extra information which supports a Schedule; |
| **"Approval"** | the prior written consent of the Buyer and "**Approve**" and  "**Approved**" shall be construed accordingly; |
| **"Audit"** | the Relevant Authority’s right to:  a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract);  b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;  c) verify the Open Book Data;  d) verify the Supplier’s and each Subcontractor’s compliance with the applicable Law;  e) identify or investigate actual or suspected breach of Clauses 27 to  33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its |
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|  | f) identify or investigate any circumstances which may impact upon the  financial stability of the Supplier, any Guarantor, and/or any  Subcontractors or their ability to provide the Deliverables;  g) obtain such information as is necessary to fulfil the Relevant Authority’s obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; |
|  | h) review any books of account and the internal contract |
|  | management accounts kept by the Supplier in connection with  each Contract;  i) carry out the Relevant Authority’s internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;  j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or  k) verify the accuracy and completeness of any Management  Information delivered or required by the Framework Contract; |
| **"Audito** | **r"** a) the Buyer’s internal and external auditors;  b) the Buyer’s statutory or regulatory auditors;  c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;  d) HM Treasury or the Cabinet Office;  e) any party formally appointed by the Buyer to carry out audit or similar review functions; and  f) successors or assigns of any of the above; |
| **"Author** | **ity"** CCS and each Buyer; |
| **"Author**  **Cause"** | **ity** 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; |
| **"BACS"** | the Bankers’ Automated Clearing Services, which is a scheme for the  electronic processing of financial transactions within the United  Kingdom; |
| **"Benefi** | **ciary"** a Party having (or claiming to have) the benefit of an indemnity under this  Contract; |
| **"Buyer"** | the relevant public sector purchaser identified as such in the Order  Form; |

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

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**"Central** a body listed in one of the following sub-categories of the Central

**Government**

**Body"**

Government classification of the Public Sector Classification Guide, as

published and amended from time to time by the Office for

National Statistics:

a) Government Department;

b) Non-Departmental Public Body or Assembly Sponsored Public

Body (advisory, executive, or tribunal);

c) Non-Ministerial Department; or d) Executive Agency;

**"Change in Law"** any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;

**"Change of** a change of control within the meaning of Section 450 of the

**Control"**

Corporation Tax Act 2010;

**"Charges"** the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call- Off Contract less any Deductions;

**"Claim"** any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;

**"Commercially** the Confidential Information listed in the Framework Award Form or Order

**Sensitive**

**Information"**

Form (if any) comprising of commercially sensitive information relating to

the Supplier, its IPR or its business or which the Supplier has indicated to

the Authority that, if disclosed by the Authority, would cause the Supplier

significant commercial disadvantage or

material financial loss;

**"Comparable** the supply of Deliverables to another Buyer of the Supplier that are the

**Supply"**

same or similar to the Deliverables;

**"Compliance** the person(s) appointed by the Supplier who is responsible for

**Officer"**

ensuring that the Supplier complies with its legal obligations;

**"Confidential** means any information, however it is conveyed, that relates to the

**Information"** business, affairs, developments, trade secrets, Know-How,

personnel and suppliers of CCS, the Buyer or the Supplier, including

IPRs, together with information derived from the above, and any other

information clearly designated as being confidential (whether or not it is marked as **"confidential"**) or which ought reasonably to be considered to be confidential;

**"Conflict of** a conflict between the financial or personal duties of the Supplier or the

**Interest"**

Supplier Staff and the duties owed to CCS or any Buyer under a Contract,

in the reasonable opinion of the Buyer or CCS;

**"Contract"** either the Framework Contract or the Call-Off Contract, as the context requires;

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| **"Contracts**  **Finder"** | the Government’s publishing portal for public sector procurement  opportunities; |
| **"Contract Period"** | the term of either a Framework Contract or Call-Off Contract from the  earlier of the:  a) applicable Start Date; or b)  the Effective Date  until the applicable End Date; |
| **"Contract Value"** | the higher of the actual or expected total Charges paid or payable  under a Contract where all obligations are met by the Supplier; |
| **"Contract Year"** | a consecutive period of twelve (12) Months commencing on the Start  Date or each anniversary thereof; |
| **"Control"** | control in either of the senses defined in sections 450 and 1124 of the  Corporation Tax Act 2010 and "**Controlled**" shall be construed  accordingly; |
| **“Controller”** | has the meaning given to it in the GDPR; |
| **“Core Terms”** | 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; |
| **"Costs"** | the following costs (without double recovery) to the extent that they are  reasonably and properly incurred by the Supplier in providing the  Deliverables:  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) base salary paid to the Supplier Staff;  ii) employer’s National Insurance contributions;  iii) pension contributions;  iv) car allowances;  v) any other contractual employment benefits;  vi) staff training;  vii) work place accommodation;  viii)work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and  ix) reasonable recruitment costs, as agreed with the Buyer;  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 |

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|  | not held by the Supplier) any cost actually incurred by the Supplier in  respect of those Supplier Assets;  c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and  d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;  but excluding:  a) Overhead;  b) financing or similar costs;  c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;  d) taxation;  e) fines and penalties;  f) amounts payable under Call-Off Schedule 16 (Benchmarking)  where such Schedule is used; and  g) non-cash items (including depreciation, amortisation, impairments and movements in provisions); |
| **"Crown Body"** | the government of the United Kingdom (including the Northern Ireland  Assembly and Executive Committee, the Scottish Government and the  National Assembly for Wales), including, but  not limited to, government ministers and government departments and  particular bodies, persons, commissions or agencies from time to time  carrying out functions on its behalf; |
| **"CRTPA"** | the Contract Rights of Third Parties Act 1999; |
| **“Data Loss** | any event that results, or may result, in unauthorised access to Personal  Data held by the Processor under this Contract, and/or actual or potential  loss and/or destruction of Personal Data in breach of this Contract,  including any Personal Data Breach; |
| **Event”** |
| **"Data Protection** | (i) the GDPR, the LED and any applicable national implementing Laws as  amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy; |
| **Legislation"** |
| **“Data Protection** | an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data; |
| **Impact** |
| **Assessment** |
| **"Data Protection** | has the meaning given to it in the GDPR; |
| **Officer"** |
| **"Data Subject"** | has the meaning given to it in the GDPR; |

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| **"Data Subject** | 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; |
| **Access Request"** |
| **"Deductions"** | all Service Credits, Delay Payments (if applicable), or any other deduction  which the Buyer is paid or is payable to the Buyer under a Call-Off Contract; |
| **"Default"** | any breach of the obligations of the Supplier (including abandonment of a  Contract in breach of its terms) or any other default (including material  default), act, omission, negligence or statement of the Supplier, of its  Subcontractors or any Supplier Staff howsoever arising in connection with  or in relation to the subject-matter of a Contract and in respect of which  the Supplier is liable to the Relevant Authority; |
| **"Default** | has the meaning given to it in Paragraph 8.1.1 of Framework  Schedule 5 (Management Charges and Information); |
| **Management** |
| **Charge"** |
| **"Delay Payments"** | the amounts (if any) payable by the Supplier to the Buyer in respect of a  delay in respect of a Milestone as specified in the Implementation Plan; |
| **"Deliverables"** | Goods and/or Services that may be ordered under the Contract  including the Documentation; |
| **"Delivery"** | delivery of the relevant Deliverable or Milestone in accordance with the  terms of a Call-Off Contract as confirmed and accepted by the Buyer by the  either (a) confirmation in writing to the Supplier; or (b) where Call-Off  Schedule 13 (Implementation Plan and Testing) is  used issue by the Buyer of a Satisfaction Certificate. "**Deliver**" and  "**Delivered**" shall be construed accordingly; |
| **"Disaster"** | the occurrence of one or more events which, either separately or  cumulatively, mean that the Deliverables, or a material part thereof will  be unavailable (or could reasonably be anticipated to be unavailable) for  the period specified in the Order Form (for the  purposes of this definition the **"Disaster Period**"); |
| **"Disclosing** | the Party directly or indirectly providing Confidential Information to the  other Party in accordance with Clause 15 (What you must keep  confidential); |
| **Party"** |
| **"Dispute"** | any claim, dispute or difference arises out of or in connection with the  Contract or in connection with the negotiation, existence, legal validity,  enforceability or termination of the Contract, whether the  alleged liability shall arise under English law or under the law of some other  country and regardless of whether a particular cause of action may  successfully be brought in the English courts; |
| **"Dispute** | the dispute resolution procedure set out in Clause 34 (Resolving  disputes); |
| **Resolution** |
| **Procedure"** |

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| **"Documentation"** | descriptions of the Services and Service Levels, technical specifications,  user manuals, training manuals, operating manuals, process definitions  and procedures, system environment  descriptions and all such other documentation (whether in hardcopy or  electronic form) is required to be supplied by the Supplier to the Buyer  under a Contract as:  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  b) is required by the Supplier in order to provide the Deliverables;  and/or  c) has been or shall be generated for the purpose of providing the  Deliverables; |
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| **"DOTAS"** | the Disclosure of Tax Avoidance Schemes rules which require a promoter  of tax schemes to tell HMRC of any specified notifiable arrangements or  proposals and to provide prescribed information on those arrangements or  proposals within set time limits as contained in Part 7 of the Finance Act  2004 and in secondary legislation made under vires contained in Part 7  of the Finance Act 2004 and as extended to National Insurance  Contributions; |
| **“DPA 2018”** | the Data Protection Act 2018; |
| **"Due Diligence** | any information supplied to the Supplier by or on behalf of the  Authority prior to the Start Date; |
| **Information"** |
| **"Effective Date"** | the date on which the final Party has signed the Contract; |
| **"EIR"** | the Environmental Information Regulations 2004; |
| **"Employment** | the Transfer of Undertakings (Protection of Employment) |
| **Regulations"** | Regulations 2006 (SI 2006/246) as amended or replaced or any  other Regulations implementing the European Council Directive  77/187/EEC; |
| **"End Date"** | the earlier of:  a) the Expiry Date (as extended by any Extension Period exercised by the  Authority under Clause 10.2); or  b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract; |
| **"Environmental** | 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; |
| **Policy"** |

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| **“Estimated Year 1** | the anticipated total Charges payable by the Buyer in the first  Contract Year specified in the Order Form; |
| **Charges”** |
| **"Estimated Yearly** | means for the purposes of calculating each Party’s annual liability  under clause 11.2 :  i) in the first Contract Year, the Estimated Year 1 Charges; or  ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or  iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period; |
| **Charges"** |
|
|
| **"Equality and** | the UK Government body named as such as may be renamed or  replaced by an equivalent body from time to time; |
| **Human Rights** |
| **Commission"** |
| **"Existing IPR"** | any and all IPR that are owned by or licensed to either Party and which are  or have been developed independently of the Contract (whether prior to  the Start Date or otherwise); |
| **"Expiry Date"** | the Framework Expiry Date or the Call-Off Expiry Date (as the  context dictates); |
| **"Extension** | the Framework Optional Extension Period or the Call-Off Optional  Extension Period as the context dictates; |
| **Period"** |
| **"FOIA"** | the Freedom of Information Act 2000 and any subordinate legislation made  under that Act from time to time together with any guidance and/or codes  of practice issued by the Information Commissioner or relevant  Government department in relation to such legislation; |
| **"Force Majeure** | any event, occurrence, circumstance, matter or cause affecting the  performance by either the Relevant Authority or the Supplier of its  obligations arising from:  a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;  b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;  c) acts of a Crown Body, local government or regulatory bodies;  d) fire, flood or any disaster; or |
| **Event"** |

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e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:

i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;

ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and

iii) any failure of delay caused by a lack of funds;

**"Force Majeure** a written notice served by the Affected Party on the other Party stating

**Notice"**

that the Affected Party believes that there is a Force Majeure Event;

**"Framework** the document outlining the Framework Incorporated Terms and

**Award Form"**

crucial information required for the Framework Contract, to be

executed by the Supplier and CCS;

**"Framework** the framework agreement established between CCS and the Supplier in

**Contract"**

accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;

**"Framework** the period from the Framework Start Date until the End Date or

**Contract Period"**

earlier termination of the Framework Contract;

**"Framework** the date of the end of the Framework Contract as stated in the

**Expiry Date"**

Framework Award Form;

**"Framework** the contractual terms applicable to the Framework Contract specified in

**Incorporated**

**Terms"**

the Framework Award Form;

**"Framework** the initial term of the Framework Contract as specified in the

**Initial Period"**

Framework Award Form;

**"Framework** such period or periods beyond which the Framework Initial Period may be

**Optional**

**Extension**

**Period"**

extended up to a maximum of the number of years in total specified in the

Framework Award Form;

**"Framework** the price(s) applicable to the provision of the Deliverables set out in

**Price(s)"**

Framework Schedule 3 (Framework Prices);

**"Framework** any additional terms and conditions specified in the Framework

**Special Terms"**

Award Form incorporated into the Framework Contract;

**"Framework Start** the date of start of the Framework Contract as stated in the

**Date"**

Framework Award Form;

**"Framework** the tender submitted by the Supplier to CCS and annexed to or **Tender** referred to in Framework Schedule 2 (Framework Tender **Response"** Response);

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| **"Further** | the further competition procedure described in Framework Schedule  7 (Call-Off Procedure and Award Criteria); |
| **Competition** |
| **Procedure"** |
| **"GDPR"** | the General Data Protection Regulation (Regulation (EU) 2016/679); |
| **"General Anti-** | a) the legislation in Part 5 of the Finance Act 2013 and; and  b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions; |
| **Abuse Rule"** |
| **"General Change** | 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; |
| **in Law"** |
| **"Goods"** | goods made available by the Supplier as specified in Framework  Schedule 1 (Specification) and in relation to a Call-Off Contract as  specified in the Order Form ; |
| **"Good Industry** | standards, practices, methods and procedures conforming to the Law and  the exercise of the degree of skill and care, diligence, prudence and  foresight which would reasonably and ordinarily be expected from a skilled  and experienced person or body engaged within the relevant industry or  business sector; |
| **Practice"** |
| **"Government"** | the government of the United Kingdom (including the Northern Ireland  Assembly and Executive Committee, the Scottish Government and the  National Assembly for Wales), including government ministers and  government departments and other bodies, persons, commissions or  agencies from time to time carrying out functions on its behalf; |
| **"Government** | a) the data, text, drawings, diagrams, images or sounds (together  with any database made up of any of these) which are embodied  in any electronic, magnetic, optical or tangible media, including  any of the Authority’s Confidential Information, and which:  i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit  pursuant to a Contract; or  b) any Personal Data for which the Authority is the Data Controller; |
| **Data"** |
| **"Government** | the Government’s preferred method of purchasing and payment for |
| **Procurement** | low value goods or services |
| **Card"** | http[s://www.gov.uk/government/publications/government-](http://www.gov.uk/government/publications/government-) |
|  | procurement-card--2; |
| **"Guarantor"** | the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract; |
| **"Halifax Abuse** | the principle explained in the CJEU Case C-255/02 Halifax and  others; |
| **Principle"** |
| **"HMRC"** | Her Majesty’s Revenue and Customs; |

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**"ICT Policy"** the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call- Off Start Date (a copy of which has been supplied to the

Supplier), as updated from time to time in accordance with the

Variation Procedure;

**"Impact** an assessment of the impact of a Variation request by the Relevant

**Assessment"**

Authority completed in good faith, including:

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;

b) details of the cost of implementing the proposed Variation;

c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the 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;

d) a timetable for the implementation, together with any proposals for the testing of the Variation; and

e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;

**"Implementation** the plan for provision of the Deliverables set out in Call-Off Schedule

**Plan"**

13 (Implementation Plan and Testing) where that Schedule is used or

otherwise as agreed between the Supplier and the Buyer;

**"Indemnifier"** a Party from whom an indemnity is sought under this Contract;

**“Independent** where a Controller has provided Personal Data to another Party which is

**Control”**

not a Processor or a Joint Controller because the recipient itself

determines the purposes and means of processing but does so

separately from the Controller providing it with Personal Data and

“**Independent Controller**” shall be construed accordingly;

**"Indexation"** the adjustment of an amount or sum in accordance with Framework

Schedule 3 (Framework Prices) and the relevant Order Form;

**"Information"** has the meaning given under section 84 of the Freedom of

Information Act 2000;

**"Information** the UK’s independent authority which deals with ensuring

**Commissioner"** information relating to rights in the public interest and data privacy

for individuals is met, whilst promoting openness by public bodies;

**"Initial Period"** the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;

**"Insolvency** a) in respect of a person:

**Event"**

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

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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

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

e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or

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

g) it is or becomes insolvent within the meaning of section 123 of the

Insolvency Act 1986; or

h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or

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

j) any event analogous to those listed in limbs (a) to (h) (inclusive)

occurs under the law of any other jurisdiction;

**"Installation** all works which the Supplier is to carry out at the beginning of the Call-Off

**Works"**

Contract Period to install the Goods in accordance with the Call-Off

Contract;

**"Intellectual** a) copyright, rights related to or affording protection similar to

**Property Rights"**

**or "IPR"**

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;

b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and

c) all other rights having equivalent or similar effect in any country or jurisdiction;

**"Invoicing** the address to which the Supplier shall Invoice the Buyer as

**Address"**

specified in the Order Form;

**"IPR Claim"** any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or

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|  | licensed by the Supplier (or to which the Supplier has provided access) to  the Relevant Authority in the fulfilment of its obligations under a Contract; | | | | |
| **"IR35"** | the off-payroll rules requiring individuals who work through their company  pay the same tax and National Insurance contributions as an employee  which can be found online at: [https://www.gov.uk/guidance/ir35-find-](https://www.gov.uk/guidance/ir35-find-out-if-it-applies)  [out-if-it-applies;](https://www.gov.uk/guidance/ir35-find-out-if-it-applies) | | | | |
| **“Joint** | where two or more Controllers jointly determine the purposes and  means of processing; | | | | |
| **Controllers”** |
| **"Key Personnel"** | the individuals (if any) identified as such in the Order Form; | | | | |
| **"Key Sub-** | each Sub-Contract with a Key Subcontractor; | | | | |
| **Contract"** |
| **"Key** | any Subcontractor: | | | | |
| **Subcontractor"** | a) which is relied upon to deliver any work package within the  Deliverables in their entirety; and/or  b) which, in the opinion of 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  c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract,  and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form; | | | | |
| **"Know-How"** | all ideas, concepts, schemes, information, knowledge, techniques,  methodology, and anything else in the nature of know-how relating to the  Deliverables but excluding know-how already in the other Party’s  possession before the applicable Start Date; | | | | |
| **"Law"** | any law, subordinate legislation within the meaning of Section 21(1) of the  Interpretation Act 1978, bye-law, enforceable right within the meaning of  Section 2 of the European Communities Act 1972, regulation, order,  regulatory policy, mandatory guidance or code of practice, judgment of a  relevant court of law, or directives or requirements with which the  relevant Party is bound to comply; | | | | |
| **“LED”** | Law Enforcement Directive (Directive (EU) 2016/680); | | | | |
| **"Losses"** | all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation  or otherwise and "**Loss**" shall be interpreted accordingly; | | | | |
| **"Lots"** | the number of lots specified | in | Framework | Schedule | 1 |
| (Specification), if applicable; |  |  |  |  |

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| **"Man Day"** | 7.5 Man Hours, whether or not such hours are worked consecutively and  whether or not they are worked on the same day; |
| **"Man Hours"** | the hours spent by the Supplier Staff properly working on the provision of  the Deliverables including time spent travelling (other than to and from  the Supplier's offices, or to and from the Sites) but excluding lunch breaks; |
| **"Management** | the sum specified in the Framework Award Form payable by the Supplier  to CCS in accordance with Framework Schedule 5 (Management Charges  and Information); |
| **Charge"** |
| **"Management** | the management information specified in Framework Schedule 5 (Management Charges and Information); |
| **Information" or** |
| **“MI”** |
| **"Marketing** | shall be the person identified in the Framework Award Form; |
| **Contact"** |
| **“MI Default”** | means when two (2) MI Reports are not provided in any rolling six  (6) month period |
| **"MI Failure"** | means when an MI report:  a) contains any material errors or material omissions or a missing mandatory field; or  b) is submitted using an incorrect MI reporting Template; or c)  is not submitted by the reporting date (including where a declaration of no business should have been filed); |
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| **"MI Report"** | means a report containing Management Information submitted to the  Authority in accordance with Framework Schedule 5 (Management  Charges and Information); |
| **"MI Reporting** | 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; |
| **Template"** |
| **"Milestone"** | an event or task described in the Implementation Plan; |
| **"Milestone Date"** | the target date set out against the relevant Milestone in the  Implementation Plan by which the Milestone must be Achieved; |
| **"Month"** | a calendar month and "**Monthly**" shall be interpreted accordingly; |
| **"National** | contributions required by the National Insurance Contributions |
| **Insurance"** | Regulations 2012 (SI 2012/1868) made under section 132A of the Social  Security Administration Act 1992; |
| **"New IPR"** | 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  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; |

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|  | but shall not include the Supplier’s Existing IPR; |
| **"Occasion of Tax**  **Non–**  **Compliance"** | where:  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) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti- Abuse Rule or the Halifax Abuse Principle;  ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or  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 |
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| **"Open Book Data** | 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:  a) the Supplier’s Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;  b) operating expenditure relating to the provision of the Deliverables including an analysis showing: |
|  | i) the unit costs and quantity of Goods and any other |
|  | consumables and bought-in Deliverables;  ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade;  iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and  iv) Reimbursable Expenses, if allowed under the Order Form; |
|  | c) Overheads; |
|  | d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables; |

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e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;

f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;

g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and

h) the actual Costs profile for each Service Period;

**"Order"** means an order for the provision of the Deliverables placed by a

Buyer with the Supplier under a Contract;

**"Order Form"** a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;

**"Order Form** the template in Framework Schedule 6 (Order Form Template and

**Template"**

Call-Off Schedules);

**"Other** any actual or potential Buyer under the Framework Contract;

**Contracting**

**Authority"**

**"Overhead"** those amounts which are intended to recover a proportion of the Supplier’s or the Key Subcontractor’s (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";

**"Parliament"** takes its natural meaning as interpreted by Law;

**"Party"** in the context of the Framework Contract, 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;

**"Performance** the performance measurements and targets in respect of the Supplier’s

**Indicators" or**

**"PIs"**

performance of the Framework Contract set out in Framework Schedule 4

(Framework Management);

**"Personal Data"** has the meaning given to it in the GDPR;

**“Personal Data** has the meaning given to it in the GDPR;

**Breach”**

**“Personnel”** all directors, officers, employees, agents, consultants and suppliers of a

Party and/or of any Subcontractor and/or Subprocessor

engaged in the performance of its obligations under a Contract;

**"Prescribed** a legal adviser, an MP or an appropriate body which a whistle-blower

**Person"** may make a disclosure to as detailed in ‘Whistleblowing: list of

prescribed people and bodies’, 24 November 2016, available online

at: [https://www.gov.uk/government/publications/blowing-the-](https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies)

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been carried out in the UK;

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|  | [whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list- of-](https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies)  [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) |
| **“Processing”** | has the meaning given to it in the GDPR; |
| **“Processor”** | has the meaning given to it in the GDPR; |
| **“Processor** | 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; |
| **Personnel”** |
| **"Progress** | a meeting between the Buyer Authorised Representative and the  Supplier Authorised Representative; |
| **Meeting"** |
| **"Progress** | the frequency at which the Supplier shall conduct a Progress Meeting in  accordance with Clause 6.1 as specified in the Order Form; |
| **Meeting** |
| **Frequency"** |
| **“Progress** | a report provided by the Supplier indicating the steps taken to  achieve Milestones or delivery dates; |
| **Report”** |
| **“Progress Report** | the frequency at which the Supplier shall deliver Progress Reports in  accordance with Clause 6.1 as specified in the Order Form; |
| **Frequency”** |
| **“Prohibited Acts”** | a) to directly or indirectly offer, promise or give any person working for or  engaged by a Buyer or any other public body a financial or other  advantage to:  i) induce that person to perform improperly a relevant function or activity; or  ii) reward that person for improper performance of a relevant function or activity;  b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or  c) committing any offence:  i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or  ii) under legislation or common law concerning fraudulent acts;  or  iii) defrauding, attempting to defraud or conspiring to defraud a  Buyer or other public body; or  d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had |
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| **“Protective** | 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 |
| **Measures”** |

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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.

**“Recall”** a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;

**"Recipient Party"** the Party which receives or obtains directly or indirectly Confidential

Information;

**"Rectification** the Supplier’s plan (or revised plan) to rectify it’s breach using the

**Plan"**

template in Joint Schedule 10 (Rectification Plan Template)which shall

include:

a) full details of the Default that has occurred, including a root cause analysis;

b) the actual or anticipated effect of the Default; and

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);

**"Rectification** the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan

**Plan Process"**

Process);

**"Regulations"** the Public Contracts Regulations 2015 and/or the Public Contracts

(Scotland) Regulations 2015 (as the context requires);

**"Reimbursable** the reasonable out of pocket travel and subsistence (for example, hotel

**Expenses"**

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:

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

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;

**"Relevant** the Authority which is party to the Contract to which a right or

**Authority"**

obligation is owed, as the context requires;

**"Relevant** a) all Personal Data and any information, however it is conveyed, that

**Authority's**

**Confidential**

**Information"**

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);

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

information derived from any of the above;

**"Relevant** all applicable Law relating to bribery, corruption and fraud, including the

**Requirements"**

Bribery Act 2010 and any guidance issued by the Secretary of State

pursuant to section 9 of the Bribery Act 2010;

**"Relevant Tax** HMRC, or, if applicable, the tax authority in the jurisdiction in which the

**Authority"**

Supplier is established;

**"Reminder** a notice sent in accordance with Clause 10.6 given by the Supplier to

**Notice"**

the Buyer providing notification that payment has not been

received on time;

**"Replacement** any deliverables which are substantially similar to any of the Deliverables

**Deliverables"**

and which the Buyer receives in substitution for any of the Deliverables

following the Call-Off Expiry Date, whether those goods are provided by

the Buyer internally and/or by any third party;

**"Replacement** a Subcontractor of the Replacement Supplier to whom Transferring

**Subcontractor"**

Supplier Employees will transfer on a Service Transfer Date (or any

Subcontractor of any such Subcontractor);

**"Replacement** any third party provider of Replacement Deliverables appointed by or at

**Supplier"**

the direction of the Buyer from time to time or where the Buyer is

providing Replacement Deliverables for its own account, shall also include

the Buyer;

**"Request For** a request for information or an apparent request relating to a Contract for

**Information"**

the provision of the Deliverables or an apparent request for such

information under the FOIA or the EIRs;

**"Required** the insurances required by Joint Schedule 3 (Insurance

**Insurances"** Requirements) or any additional insurances specified in the Order

Form;

**"Satisfaction** the certificate (materially in the form of the document contained in of Part

**Certificate"**

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;

**“Schedules"** any attachment to a Framework Contract or Call-Off Contract which contains important information specific to each aspect of buying and selling;

**"Security** the Supplier's security management plan prepared pursuant to Call- Off

**Management**

**Plan"**

Schedule 9 (Security) (if applicable);

|  |  |
| --- | --- |
| **"Security Policy"** | the Buyer's security policy, referred to in the Order Form, in force as at the  Call-Off Start Date (a copy of which has been supplied to the Supplier), as  updated from time to time and notified to the Supplier; |
| **"Self Audit** | means the certificate in the form as set out in Framework Schedule  8 (Self Audit Certificate); |
| **Certificate"** |
| **"Serious Fraud** | the UK Government body named as such as may be renamed or  replaced by an equivalent body from time to time; |
| **Office"** |
| **“Service Levels”** | any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Credits) is used in this Contract, are specified in the Annex to Part A of such Schedule); |
| **"Service Period"** | has the meaning given to it in the Order Form; |
| **"Services"** | services made available by the Supplier as specified in Framework  Schedule 1 (Specification) and in relation to a Call-Off Contract as  specified in the Order Form; |
| **"Service** | 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; |
| **Transfer"** |
| **"Service Transfer** | the date of a Service Transfer; |
| **Date"** |
| **"Sites"** | any premises (including the Buyer Premises, the Supplier’s premises  or third party premises) from, to or at which:  a) the Deliverables are (or are to be) provided; or  b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; |
| **"SME"** | an enterprise falling within the category of micro, small and medium  sized enterprises defined by the Commission Recommendation of 6  May 2003 concerning the definition of micro, small and medium  enterprises; |
| **"Special Terms"** | any additional Clauses set out in the Framework Award Form or  Order Form which shall form part of the respective Contract; |
| **"Specific Change** | 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; |
| **in Law"** |
| **"Specification"** | the specification set out in Framework Schedule 1 (Specification), as may,  in relation to a Call-Off Contract, be supplemented by the Order Form; |
| **"Standards"** | any:  a) standards published by BSI British Standards, the National  Standards Body of the United Kingdom, the International |
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Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;

b) standards detailed in the specification in Schedule 1 (Specification);

c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;

d) relevant Government codes of practice and guidance applicable from time to time;

**"Start Date"** in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;

**"Statement of** a statement issued by the Buyer detailing its requirements in respect of

**Requirements"**

Deliverables issued in accordance with the Call-Off Procedure;

**"Storage Media"** the part of any device that is capable of storing and retrieving data;

**"Sub-Contract"** any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:

a) provides the Deliverables (or any part of them);

b) provides facilities or services necessary for the provision of the

Deliverables (or any part of them); and/or

c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);

**"Subcontractor"** any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;

**"Subprocessor"** any third Party appointed to process Personal Data on behalf of that

Processor related to a Contract;

**"Supplier"** the person, firm or company identified in the Framework Award

Form;

**"Supplier Assets"** all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;

**"Supplier** the representative appointed by the Supplier named in the

**Authorised**

**Representative"**

Framework Award Form, or later defined in a Call-Off Contract;

**"Supplier's** a) any information, however it is conveyed, that relates to the

**Confidential**

**Information"**

business, affairs, developments, IPR of the Supplier (including the

Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the

Supplier;

|  |  |
| --- | --- |
|  | b) any other information clearly designated as being confidential  (whether or not it is marked as "confidential") or which ought  reasonably to be considered to be confidential and which comes  (or has come) to the Supplier’s attention or into the Supplier’s  possession in connection with a Contract;  c) Information derived from any of (a) and (b) above; |
| **"Supplier's** | 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; |
| **Contract** |
| **Manager** |
| **"Supplier** | the Supplier's hardware, computer and telecoms devices, |
| **Equipment"** | equipment, plant, materials and such other items supplied and used  by the Supplier (but not hired, leased or loaned from the Buyer) in the  performance of its obligations under this Call-Off Contract; |
| **"Supplier Non-** | where the Supplier has failed to:  a) Achieve a Milestone by its Milestone Date;  b) provide the Goods and/or Services in accordance with the Service  Levels ; and/or  c) comply with an obligation under a Contract; |
| **Performance"** |
| **"Supplier Profit"** | in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period; |
| **"Supplier Profit** | 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; |
| **Margin"** |
| **"Supplier Staff"** | all directors, officers, employees, agents, consultants and contractors of  the Supplier and/or of any Subcontractor engaged in the performance of  the Supplier’s obligations under a Contract; |
| **"Supply Chain** | the document at Annex 1 of Schedule 12 Supply Chain Visibility; |
| **Information** |
| **Report Template"** |
| **"Supporting** | 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; |
| **Documentation"** |
| **"Termination** | 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; |
| **Notice"** |
| **"Test Issue"** | any variance or non-conformity of the Deliverables or Deliverables from  their requirements as set out in a Call-Off Contract; |

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| --- | --- |
| **"Test Plan"** | a plan:  a) for the Testing of the Deliverables; and  b) setting out other agreed criteria related to the achievement of  Milestones; |
|
| **"Tests and** | 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; |
| **Testing"** |
| **"Third Party IPR"** | Intellectual Property Rights owned by a third party which is or will be used  by the Supplier for the purpose of providing the Deliverables; |
| **"Transferring** | those employees of the Supplier and/or the Supplier’s |
| **Supplier** | Subcontractors to whom the Employment Regulations will apply on |
| **Employees"** | the Service Transfer Date; |
| **"Transparency** | the Transparency Reports and the content of a Contract, including |
| **Information"** | any changes to this Contract agreed from time to time, except for – |
|  | (i) any information which is exempt from disclosure in |
|  | accordance with the provisions of the FOIA, which shall be  determined by the Relevant Authority; and |
|  | (ii) Commercially Sensitive Information; |
| **"Transparency** | 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); |
| **Reports"** |
| **"US-EU Privacy** | a list of companies maintained by the United States of America  Department for Commence that have self-certified their commitment to  adhere to the European legislation relating to the processing of  personal data to non-EU countries which is available online at:  [https://www.privacyshield.gov/list;](https://www.privacyshield.gov/list) |
| **Shield Register"** |
| **"Variation"** | has the meaning given to it in Clause 24 (Changing the contract); |
| **"Variation Form"** | the form set out in Joint Schedule 2 (Variation Form); |
| **"Variation** | the procedure set out in Clause 24 (Changing the contract); |
| **Procedure"** |
| **"VAT"** | value added tax in accordance with the provisions of the Value  Added Tax Act 1994; |
| **"VCSE"** | a non-governmental organisation that is value-driven and which  principally reinvests its surpluses to further social, environmental or  cultural objectives; |
| **"Worker"** | any one of the Supplier Staff which the Buyer, in its reasonable  opinion, considers is an individual to which Procurement Policy Note  08/15 (Tax Arrangements of Public Appointees)  (https:/[/www.gov.uk/government/publications/procurement-policy-](http://www.gov.uk/government/publications/procurement-policy-) |
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|  |  |
| --- | --- |
|  | note-0815-tax-arrangements-of-appointees) applies in respect of the  Deliverables; and |
| **"Working Day"** | any day other than a Saturday or Sunday or public holiday in England and  Wales unless specified otherwise by the Parties in the Order Form. |

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**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: UKRI / Buyer**]** ("**UKRI” “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: UKRI/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

Likely impact of the proposed variation:

**Impact of Variation**

**[Supplier to insert** assessment of impact]

**Outcome of Variation**

Contract variation: This Contract detailed above is varied as follows:

•**[UKRI/Buyer to insert** original Clauses or Paragraphs to

be varied and the changed clause]

Financial variation: Original Contract Value: £ **[insert** amount]

Additional cost due to variation: £ **[insert** amount]

New Contract value: £ **[insert** amount]

**1.** This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by  **[delete** as applicable: UKRI / 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.

1

Signed by an authorised signatory for and on behalf of the **[delete** as applicable: UKRI / 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) Add

**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 Suppliershall:

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.

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**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 afterthe 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 co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

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 shallbe liable for and shall promptly pay such premium.

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

**ANNEX: REQUIRED INSURANCES**

**1.** The Supplier shall hold the following standard insurance cover from the

Framework Start Date in accordance with this Schedule:

1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than] two million pounds (£2,000,000);

1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000); and

1.3 employers’ liability insurance with cover (for a single event or a series of related

events and in the aggregate) of not less than five million pounds (£5,000,000).

**Joint Schedule 4 (Commercially Sensitive**

**Information)**

**1. What is the Commercially Sensitive Information?**

1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.

1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).

1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 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:

|  |  |  |
| --- | --- | --- |
| **Date** | **Item(s)** | **Duration of**  **Confidentiality** |
| 7th May 2024 | Pricing details for this requirement | For the duration of this  contract and original framework term |

**Joint Schedule 10 (Rectification Plan)**



Joint\_Schedule\_10\_

-\_Rectification\_Plan

**Joint Schedule 11 (Processing Data)**

**Annex A - Schedule of Processing, Personal Data and Data Subjects**

The Supplier shall only process in accordance with the instructions as advised below and comply with any further written instructions with respect to processing by the Contracting Authority. Any such further written processing instructions required by the Contracting Authority shall be incorporated into this Schedule and shall be the subject of a formal amendment to this Contract.

1. The contact details of the Contracting Authority Data Protection Officer are:

[dataprotection@ukri.org](mailto:dataprotection@ukri.org)

1. The contact details of the Suppliers Data Protection Officer are: Mark Hewitt [mark.hewitt@methods.co.uk](mailto:mark.hewitt@methods.co.uk)

2. The Supplier shall comply with any further written instructions with respect to processing by the Contracting Authority.

Any such further instructions shall be incorporated into this Schedule

|  |  |
| --- | --- |
| **Description** | **Details** |
| Subject matter of the  processing | Employee contact details for setting up an account. |
| Duration of the processing | As required for the length of the contract. |
| Nature and purposes of the  processing | Minimum processing of personal data to allow the  business to access software. |
| Type of Personal Data | Work email addresses, names, passwords of employees. |
| Categories of Data Subject | UKRI employees |

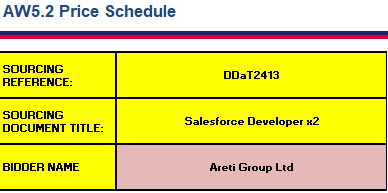
Plan for return and destruction of the data once the processing is complete

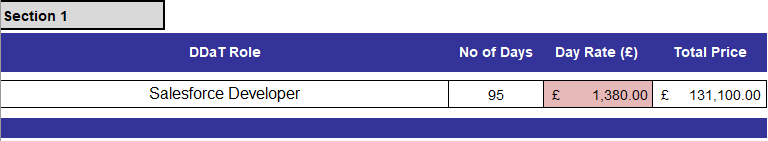
UNLESS requirement under European Union or European member state law to preserve that type of data

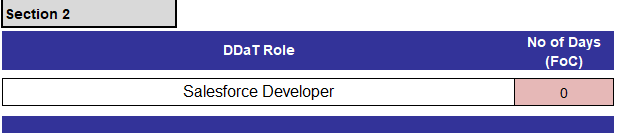
All personal data to be deleted at the end of the contract.

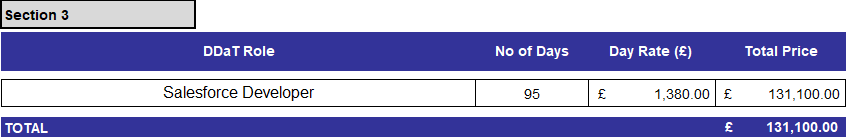
**Call-Off Schedule 5 (Pricing Details)**

The maximum value of this contract is **£131, 100.00 excluding VAT.**









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

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.

1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the

Contract Period.

1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.

1.4 The Supplier 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.

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**

- **As indicated in the Order form Key Staff**

**Joint Schedule 5 (Corporate Social Responsibility)**

1. What we expect from our Suppliers

1. In September 2017, HM Government published a Supplier Code of Conduct set- ting out the standards and behaviours expected of suppliers who work with government. (https:/[/www.gov.uk/government/uploads/system/uploads/at-](http://www.gov.uk/government/uploads/system/uploads/at-) tachment\_data/fi le/646497/2017-09- 13\_Official\_Sensitive\_Sup- plier\_Code\_of\_Conduct\_September\_2017.pdf)

2. UKRI expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, UKRI expects its suppliers and subcontractors to com- ply with the standards set out in this Schedule.

3. The Supplier acknowledges that the Buyer may have additional require- ments 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

1. In addition to legal obligations, the Supplier shall support UKRI 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:

1. eliminate discrimination, harassment or victimisation of any kind;

and

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 orienta- tion, 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](http://www.modernslaveryhelpline.org/report) or by telephone on 08000 121 700.

1. The Supplier:

1. shall not use, nor allow its Subcontractors to use forced, bonded or invol- untary prison labour;

2. shall not require any Supplier Staff or Subcontractor Staff to lodge de- posits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;

3. warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

4. warrants that to the best of its knowledge it is not currently under investi- gation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.

5. shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human traf- ficking offenses anywhere around the world.

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;

7. shall implement due diligence procedures to ensure that there is no slav- ery or human trafficking in any part of its supply chain performing obliga- tions under a Contract;

8. shall prepare and deliver to UKRI, 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;

9. shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harass- ment and verbal abuse or other forms of intimidation of its employees or Subcontractors;

10. shall not use or allow child or slave labour to be used by its Sub- contractors;

11. shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to UKRI, the Buyer and Modern Slavery Helpline.

4. Income Security

1. The Supplier shall:

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;

2. ensure that all Supplier Staff are provided with written and under- standable Information about their employment conditions in re- spect of wages before they enter;

3. All workers shall be provided with written and understandable Infor- mation 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. not make deductions from wages:

1. as a disciplinary measure

2. except where permitted by law; or

3. without expressed permission of the worker concerned;

5. record all disciplinary measures taken against Supplier Staff; and

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:

1.1. ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;

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;

1.3. ensure that use of overtime used responsibly, taking into account:

- the extent;

- frequency; and

- hours worked;

by individuals and by the Supplier Staff as a whole

1.4. The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.

1.5. Working hours may exceed 60 hours in any seven day period only in exceptional cir- cumstances where all of the following are met:

1.5.1 this is allowed by national law;

1.5.2 this is allowed by a collective agreement freely negotiated with a workers’ organisa-

tion representing a significant portion of the workforce;

1.5.3 appropriate safeguards are taken to protect the workers’ health and safety; and

1.5.4 the employer can demonstrate that exceptional circumstances apply such as unex- pected production peaks, accidents or emergencies.

1.6 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

2 Sustainability

2.1. The supplier shall meet the applicable Government Buying Stand- ards applicable to Deliverables which can be found online at:

https:/[/www.gov.uk/government/collections/sustainable-procurement-the-](http://www.gov.uk/government/collections/sustainable-procurement-the-) government-buying-standards-gbs

**Call-Off Schedule 4 (Call Off Tender)**

**Areti Q4 Response**

**1.1 Please outline how you will meet the Statement of Work (requirements): Your response is limited to 2 pages of A4, this includes charts and diagrams. Text must be in Arial point 11. Weighting for this question is a maximum of 30%**

Our Head of Salesforce Recruitment at Areti Group, Vince Robbins has carefully selected a core delivery team aligned to your SoW requirements drawing on his experience in resourcing Salesforce Technical Development Support for Innovate UK projects; IUK EDGE, EEN and others – placing numerous Salesforce professionals (20+ inc. Rishi Sawhney, David Humm, Mohamed Iqbal, Rohan Kelly, Lee Goodlad, Naga Toram) at Innovate UK.

Our core delivery team comprises 2 dedicated and highly experienced Salesforce Developers who are available full time for the duration of the contract supported by a Project Manager.

William Cavanagh - William is a seasoned Salesforce Developer, brings a wealth of experience across diverse industries and company scales. His journey involves the entire software development lifecycle, from design and build to testing and deployment. William adeptly navigates Salesforce, employing both declarative solutions (such as Salesforce Flow) and coding (using Apex). He adheres to SOLID design principles and leverages Software Design patterns where applicable. His unit testing prowess ensures robust code within the Salesforce ecosystem. Early in his career, William collaborated with external teams, fostering confidence in stakeholder communication. He effectively gathers requirements, discusses solutions, and conducts functionality demonstrations for users. His technical acumen extends to scoping and planning sessions. He’s well-versed in Agile methodologies, ensuring efficient project execution. William dives into data analysis projects, devising Data Cleansing plans, and enforcing Data Governance strategies. His extensive experience includes leading large-scale data migrations. As a certified Salesforce Data Architect, he orchestrates data harmonization within the Salesforce ecosystem. William seamlessly integrates multiple systems with Salesforce, enhancing overall efficiency. His exposure to Salesforce DevOps tools like GitHub, GitHub Actions, and Jenkins streamlines development workflows.

Richard Durrant - A Salesforce journey dating back to 2008, boasts extensive hands-on experience in delivering solutions. His expertise spans the gamut from ‘Point & Click’ customizations to standard Sales and Service clouds, as well as custom builds using Apex, Triggers, VisualForce, LWCs, and Flows. Richard seamlessly integrates systems through web services and third-party solutions. His client portfolio ranges from SMEs to large enterprises across diverse clouds and geographies. Engaging with stakeholders at all levels, Richard has successfully managed multiple projects from initial requirements to deployment and ongoing support. Recently certified as a Salesforce Business Analyst, he brings over a decade of development experience. Richard excels in wireframing solutions, aligning them with Salesforce artifacts, and creating a solid foundation for project scoping and work ticket creation. His adaptable approach encompasses both Agile and Waterfall methodologies, with Jira as his go-to tool for ticket management and resource allocation. Whether handling ‘one-man’ projects or leading consultant and developer teams, Richard confidently deploys solutions using changesets, metadata API, or GearSet. Additionally, he takes on QA roles, ensuring compliance with governor limits, UX/UI standards, and Salesforce best practices. Richard’s coding prowess includes VisualForce, Apex, Triggers, LWCs, Record-Triggered Flows, and legacy tech like Process Builders and Workflows. Git/GitHub serves as his trusted version control system.

Neelam, our Project Manager, possesses a strong background in project management methodologies, particularly within the context of Salesforce implementation. All team members are skilled in project planning, stakeholder coordination, risk management, and quality assurance.

Areti will deploy its agile Programme/ Project operating model that is tried and tested across multiple clients, methodology agnostic and flexible to Innovate UK’s needs.  Our internal PMO team takes full accountability for planning, forming, on-boarding and off-boarding teams of high-quality interims for a project. We provide PMO support for the team’s and individuals’ SOW, project status reporting, resource continuity and performance management, but you are still managing the project. This service gives you ongoing access to critical skill sets and focuses the external team on your critical objectives and timelines, as well as significantly reducing the time burden and cost overhead you incur when requiring multiple external resources or teams.

Stage 1 - On Boarding and Initiation.

* RAID Analysis - Risks, Assumptions, Issues, Dependencies. Creation and or analysis of existing registers.
* Analysis on work to date, handover from previous teams, documentation handover.
* Salesforce Sandbox Analysis - Analysis and code review of existing sandbox environments, including integrations
* Methodology confirmation / Waterfall / Agile Output: RAG Summary for Pre-Delivery

Key Questions: Do we have enough information? Are the clients missing key personnel that will be critical for delivery?

Stage 2 - Pre-Delivery

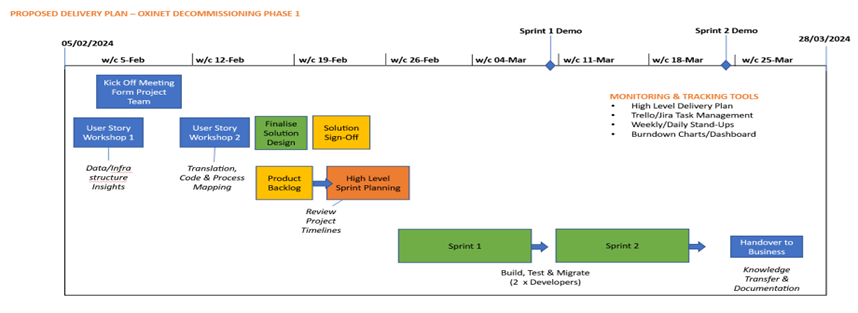
* Setup and integration into existing teams, work package setup & management,
* Sign off on SOW, change requests or business cases (If applicable)
* Governance setup, distribution of relevant communication plans, create project schedules, create scrum team charters (IF applicable)

 Stage 3- Design, Implementation & Delivery -

* Delivery against agreed Statement of work,
* Delivery against agreed Scrum Goals (If Agile Delivery)
* Delivery against work breakdown structures and Milestones (If waterfall / hybrid)
* Communication & Feedback Loop.

Stage 1/4 - Transition to Support.

* Handover to BAU Staff & Support Teams
* Documentation and design handover
* Project Closure.

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**Communications**



**Contingency / Resource flexibility**

Areti Group offers a comprehensive approach to contingency cover for Salesforce professionals and the ability to ramp up or down at critical points. This ensures that we consistently deliver high-quality Salesforce talent, adapt to project dynamics, and meet the specific demands of our clients, contributing to the successful execution of Salesforce projects. We note that the timescales for this SoW are quite challenging and confirm that we are able to provide additional contingency from our bench of 20+ Salesforce Developers – we can replace like with like in less than 3 days including on-boarding; as well as providing supplementary resources to accelerate delivery if required.

**Knowledge Transfer**

We will seek details of your overall tech capabilities and agree how much knowledge our Salesforce Developers will need to impart – we will incorporate these into specific knowledge transfer objectives which we will measure.  At this stage we envisage this will be centred around the codebase, solidifying knowledge gained through working with our Developers during the development cycles.  We will agree to documentation to meet your requirements as part of the handover sessions.

**Areti Q5 Response**

**1.2 Please outline how you are going to apply the expertise of the Salesforce Developer in relation to the Statement of Works: Your response is limited to 2 pages of A4, this includes charts and diagrams. Text must be in Arial point 11. Weighting for this question is a maximum of 30%**

**Application of Expertise**

Both our Salesforce Developers, William Cavanagh and Richard Durrant have extensive experience across Salesforce Development Projects (CVs attached).

Both have extensive experience of stakeholder management; technical solution design; data management; team management and mentoring skills overseeing and supporting blended teams.  Back end and front-end process design and implementation of complex technical solutions. Both enjoy working as part of blended teams and leading on specific Salesforce technical projects and have been selected to hit the ground running.

In terms of your SoW key requirements, we envisage that our Salesforce Developers will provide the following skills and expertise:

* Architectural design along with technical implementation of business model, apex trigger and flow frameworks.
* Documentation of coding and OOTB feature best practices, aligning the teams under a common frame of reference.
* Design of business systems architecture including DevOps Tools, code scanning, Git providers and automated testing tools.
* Coordinating and managing business stakeholder expectations on delivery and performance of developments. Subject matter expert on project technical assessments.
* Decisions around data migration and documentations of integrations spec effects on current org architecture.
* Coordination with internal teams for technical specification of legacy systems integration. (REST API, SOAP, Platform events)
* Continuous review of platform implemented code and unit testing to ensure test coverage, best practices and quality and efficiency of implemented solutions. Resolution of issues raised by static code analysis tool (Clayton, Codescan).
* Code implementation, cross information mapping, documentation of all implemented works and handover to internal teams via recorded video training.
* Managing platform events and integrations with external systems (Mulesoft, E2Open – Amberroad, Navision, HCP).
* Cross reporting of data interfacing integrated systems. Expertise with salesforce reporting tools.
* Implementation of charts via chart.js library on LWC for when OOTB reporting tools don’t meet organisation reporting requirements.
* Expertise on Apex, LWC and JavaScript technologies along with DevOps Process (git, Autorabit, Copado).

In practice this will involve, our Salesforce Developers:

Working with the Business Analyst and Product Owner (and other key stakeholders) to understand your business requirements, translate them into Salesforce technical solution designs and develop Salesforce software solutions to ensure that scope and customer expectations are met.   To ensure that the design solution is going in the right direction, our Developers will attend scheduled reviews between architect and BAs.

Coordinating and managing business stakeholder expectations on delivery and performance of developments. Ensuring teams are updated through regular agile ceremonies and daily usage of agile tools (Trello, Jira).

Designing business systems architecture via usage of flowcharting tools (Miro,Lucidchart) and present appropriately to project and technical teams. Documentation on business internal library for instant availability to stakeholders.

Working with internal developers, produce documentation of current integration spec along with current org architecture ensuring proposed plans don’t adversely affect existing processes. Tailoring requirements for different UIs and form factors.

Working closely with internal teams for technical specification of legacy systems (REST API, SOAP, Platform events) to undertake subsystems’ design and ensure integration with the overall system.

Provide technical and go-live support in a customer and stakeholder facing environment ensuring key deadlines are met.

Ensure agreed architecture principles are adhered to when designing solutions by ensuring:

Technical implementation of business model, apex trigger and flow frameworks. Ensuring coding best practices are adhered to and OOTB features are utilised optimally. Application of best practice frameworks to existing architecture.

Continuous review of platform implemented code and unit testing to ensure test coverage, best practices and quality and efficiency of implemented solutions. Resolution of issues raised by static code analysis tool (Clayton, Codescan).

Provide experience with configuration, release management and mentoring team in useability of DevOps and pipeline related tools (CI/CD tools, Git, Codescan, Automated testing). Coordinating teams for design and decision of release cycles (monthly, weekly, daily). Expertise on back end (Apex, Java) and front end (LWC, Aura, Visualforce, JavaScript) technologies.

Contribute technical advice and support to ongoing reviews of project design architecture and cross checking across stakeholders and functional teams that it is sounds and fit for documented project scope.

Complete unit test scripts to ensure code stability and reliability, by:

Composing front and back end unit test scripts (apex testing, Jest unit testing) for ensuring code reliability and stability. Configuration of automated testing via third party CI/CD tools (Autorabit, Copado)

Continuous review of platform implemented code and unit testing to ensure test coverage, best practices and quality and efficiency of implemented solutions. Resolution of issues raised by static code analysis tool (Clayton, Codescan).

Cross reporting of data interfacing integrated systems. Expertise with salesforce reporting tools. Implementation of charts via chart.js library on LWC for when OOTB reporting tools don’t meet organisation reporting requirements.

Producing Salesforce technical design documentation for all implemented works and handover to internal teams via recorded video training to ensure a smooth transition.

Through the application of their Salesforce expertise, our Salesforce Developers will meet the Statement of Work requirements and ensure the successful implementation of the KTP project, while supporting the migration from the legacy platforms to the new funding platform.