



Digital, Data  
& Technology

# Home Office

## Central Delivery Management Services (C24262)

Lot 1: Digital Programmes. Digital Specialists and Programmes  
Framework RM6263



## Order Form

CALL-OFF REFERENCE: Reference: **C24262 Central Delivery Management Services** - 'call-off further competition' in relation to Lot 1: Digital Programmes. Digital Specialists and Programmes Framework RM6263

CALL-OFF TITLE: Home Office Central Delivery Management Services

CALL-OFF CONTRACT DESCRIPTION: To support the Home Office with more strategically aligned managed service resource pool which will be able to provide specialist resources to support better alignment of Delivery Management capabilities across the department.

THE BUYER: The Secretary of State for the Home Department (Acting through the Home Office)

BUYER ADDRESS [REDACTED]  
[REDACTED]  
[REDACTED]

THE SUPPLIER: PA Consulting Services Ltd

SUPPLIER ADDRESS: [REDACTED]

REGISTRATION NUMBER: [REDACTED]

DUNS NUMBER: [REDACTED]

SID4GOV ID: [REDACTED]

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract.

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 03<sup>rd</sup> January 2025.



It's issued under the Framework Contract with the reference number RM6263 for the provision of Digital Specialists and Programmes Deliverables. (Lot 1)

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules)).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

**CALL-OFF LOT(S):** Lot 1: Digital Programmes Digital Specialists and Programmes Framework RM6263

#### **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) RM6263
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6263
    - Joint Schedule 2 (Contract and SOW Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 5 (Corporate Social Responsibility)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 7 (Financial Difficulties) **Buyer Version**
    - Joint Schedule 8 (Guarantee)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
    - Joint Schedule 12 (Supply Chain Visibility)
    - Joint Schedule 13 (Cyber Essentials)
  - Call-Off Schedules for RM6263
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-off schedule 2 (Staff Transfer)
    - Call-Off Schedule 3 (Continuous Improvement)



- Call-Off Schedule 4 (Call-Off Tender)
  - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
  - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliveries)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 14B (Service Levels and Balanced Scorecard)
  - Call-Off Schedule 15 (Call-Off Contract Management)
  - Call-Off Schedule 16 (Benchmarking)
  - Call-Off Schedule 20 (Call-Off Specification)
  - Call-off schedule 25 (ethical walls agreement v1.0)
  - Call-off schedule 26 (secondment agreement v1.0)
5. CCS Core Terms (version 3.0.11)
  6. Joint Schedule 5 (Corporate Social Responsibility) RM6263
  7. 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**

For the purposes of Contract Management and development of the Statement of Works Packages, the supplier's rate card pricing, is subject to disclosure to internal users of the DDaT Central Contracts.



CALL-OFF START DATE:	03 <sup>rd</sup> January 2025
CALL-OFF EXPIRY DATE:	02 <sup>nd</sup> January 2029
CALL-OFF INITIAL PERIOD:	4 Years (48 Months)
CALL-OFF OPTIONAL EXTENSION PERIOD:	1 Year (02 <sup>nd</sup> January 2030)
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	3 Months
CALL-OFF CONTRACT VALUE:	£57,600,000
KEY SUB-CONTRACT PRICE:	Non-Applicable

**CALL-OFF DELIVERABLES**

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

**BUYER's STANDARDS**

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards set out in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

**The technical standards required for this Call-Off Contract are:**

- (a) **Home Office Digital Strategy**  
<https://www.gov.uk/government/publications/uk-digital-strategy>
- (b) **Home Office Technology Strategy**  
[Home Office Digital, Data and Technology Strategy 2024 - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/home-office-digital-data-and-technology-strategy-2024)
- (c) **Government Service Design Manual**  
[Service Manual - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/service-manual)
- (d) **HMG Security Policy Framework**  
<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>
- (e) **Government Security Classification Policy**  
<https://www.gov.uk/government/publications/government-security-classifications>
- (f) **Government Cyber Security Policy Handbook**  
<https://www.security.gov.uk/policy/gcsph/>



### **CYBER ESSENTIALS SCHEME**

The Buyer requires the Supplier, in accordance with Joint Schedule 13 (CyberEssentials Scheme) to provide a Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

### **MAXIMUM LIABILITY**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms, as amended by the Framework Award Form Special Terms. The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £11,500,000 Estimated Charges in the first 12 Months of the Contract.

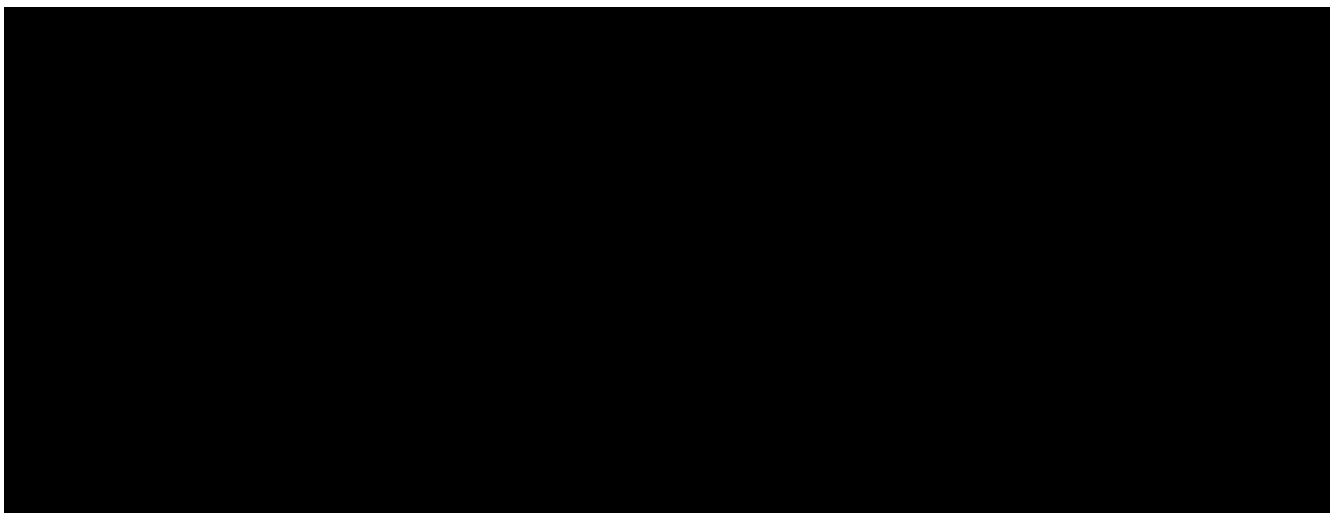
### **CALL-OFF CHARGES**

The Charging method(s) selected below are incorporated into Call-Off Schedule 5 (Pricing Details and ExpensesPolicy):

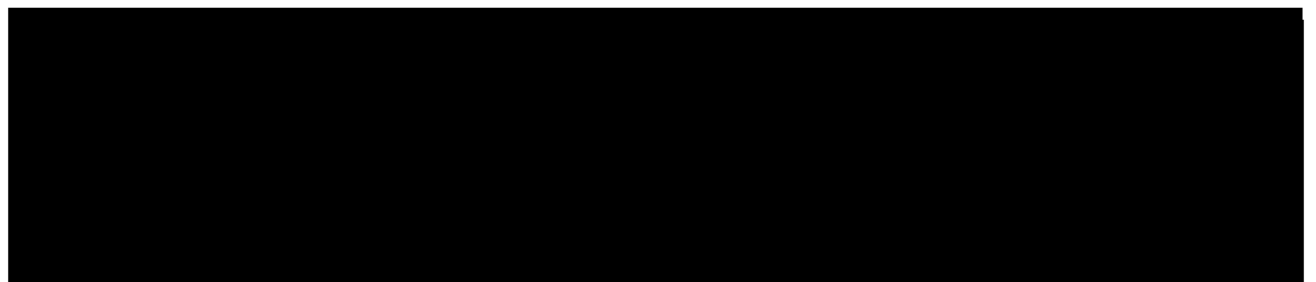
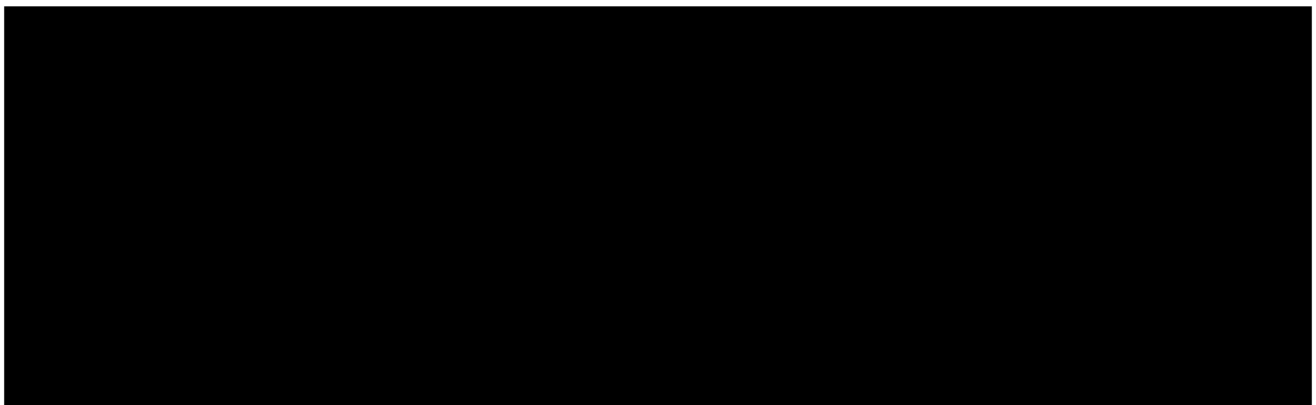
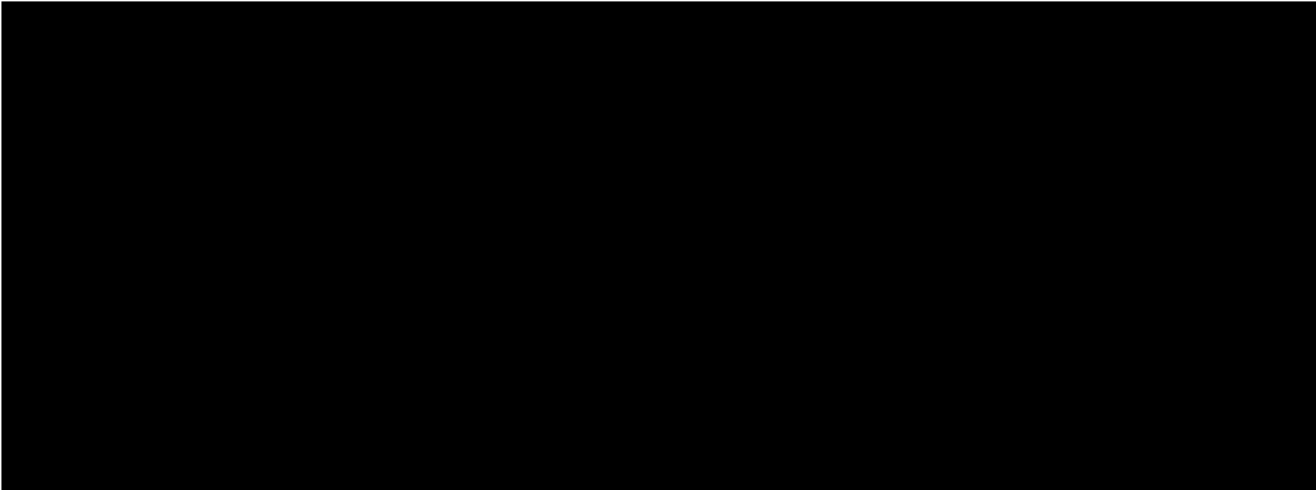
All Charges and payments (fixed or a suitable scheme) to the Supplier will be defined in individual Statements of Work (SoWs), along with appropriate mechanisms for communicating invoice amounts.

### **CONTRACT RATE CARD**

The below SFIA Day Rates (£) Excluding VAT will apply to the 4 year Call Off Contract term to agree Charges for all Statements of Work. The Contract Rate cards are based on an 8 (Eight) hour working day exclusive of travel and lunch and fully inclusive of any travel and subsistence expenses within M25 (or within 10 miles of the base location).







Pricing for the Deliverables will be in accordance with the Buyer's Statement of Requirements and 'DDaT Professional Services Target Rate Card Version 1' (Annex 2) which shall be no greater than those based on the Framework Prices set out in Framework Schedule 3 (Framework Prices) or no greater than the maximum day rates set out in RM6263 Bid-Pack Attachment 4 Pricing Template.

Before the commencement of any chargeable activity Home Office will agree a Statement of Work (SoW) with the Supplier. Each SoW will be made up of one or a hybrid of the following charging approaches;

- (1) Capped Time and Materials (CTM);
- (2) Incremental Fixed Price;
- (3) Time and Materials (T&M);
- (4) Fixed Price; or
- (5) A combination of two or more of the above Charging methods.



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

If a SoW is agreed on Time and Materials or Capped Time basis the charges will be calculated in accordance with the rates set out above subject to the maximum amount defined in Call-Off Contract Value, which will not be exceeded unless authorised in writing by the Customer in advance ("Maximum Amount").

Any revisions to a payment profile will be agreed in writing between the Parties. If additional services are required, a further agreement in writing will be obtained before commencement of any work on those additional services.

If an agreed revision will result in costs exceeding the total Maximum Amount as per the Call-Off Contract Value, then a change to this DSP Order will be required to reflect increase in costs.

For any work based on a Capped Time and Materials or Fixed Price basis, the Supplier shall be responsible for delivering the agreed Deliverables within the agreed amount at its own expense (even where the agreed price has been exceeded) and the Buyer shall not be liable for any costs which exceed the agreed amount.

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

#### **REIMBURSABLE EXPENSES**

Expenses incurred for travel outside the M25 (for a London base location) or further than 10 miles from the SOW base Buyer location will be chargeable in line with the Buyer expense policy as outlined in the Call Off Schedule 5, Pricing Details and Expenses Policy. Subsistence will not be paid.

Any claim for travel cost and expenses should be pre-agreed with the Buyer and comply with the SoW and Buyers Policy on Travel & Expenses.

See Call-Off Schedule 5 (Pricing Details and Expenses Policy) Annex 1 Home Office Travel and Expenses Policy for further details.



## **TARGET RATE CARD**

See Call-Off Schedule 5 (Pricing Details and Expenses Policy) Annex 1 (Buyer Expense Policy)  
Annex 2 (DDaT Professional Services Target Rate Card Version 1)

## **PAYMENT METHOD**

The Supplier shall issue electronic invoices Monthly in arrears based on the agreed Rate Card for each work package commissioned; excluding where the buyer has specified within their Statement of Work the work package commissioned is delivered via Time and Materials cost model.

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables. The term “satisfactory” means delivery in accordance with the Call-Off Contract and any applicable mutually agreed acceptance criteria.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. All invoices must include the following information:

- Project reference number
- The unique purchase order number.
- The services detailed in the Statement of Work (SoW) to which the invoice relates.
- The line value.
- Total value excluding Value Added Tax
- Value Added Tax percentage.
- The total value including Value Added Tax
- The tax point date relating to the rate of Value Added Tax shown.
- Supplier SAP number (if applicable)
- Breakdown of charges supported by approved timesheets (if applicable)
- Expenses receipts (if applicable)

Once SoW have been agreed the Supplier shall be entitled to raise invoices to the Home Office monthly in arrears. Payment Terms are 30 Days from receipt of a valid invoice.

The business lead who requested the SoW will be responsible for the creation of the purchase order within 10 Working Days. The Supplier should be notified of the SoW PO number.

The Supplier will submit invoice/s and supporting documentation to Shared Service Centre for validation and sign off from the Statement of Work owner. Once validated, Home Office Shared Service Centre will pay the invoice.

## **BUYER'S INVOICE ADDRESS:**

Invoices should be submitted to: Home Office invoices should be sent to:



[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**BUYER'S AUTHORISED REPRESENTATIVE**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**BUYER'S ENVIRONMENTAL STRATEGY DOCUMENTS**



Home Office Green  
strategy.pdf

**BUYER'S SECURITY POLICY**

See details in Call-off schedule 9 (security) for further details.

Supplier shall ensure protection of HMG information assets, in accordance with agreed standards.

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

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**SUPPLIER'S CONTRACT MANAGER**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**PROGRESS REPORT FREQUENCY**

On the fifth Working Day of each calendar month and aligned to schedule 14B (service levels and balanced scorecard)

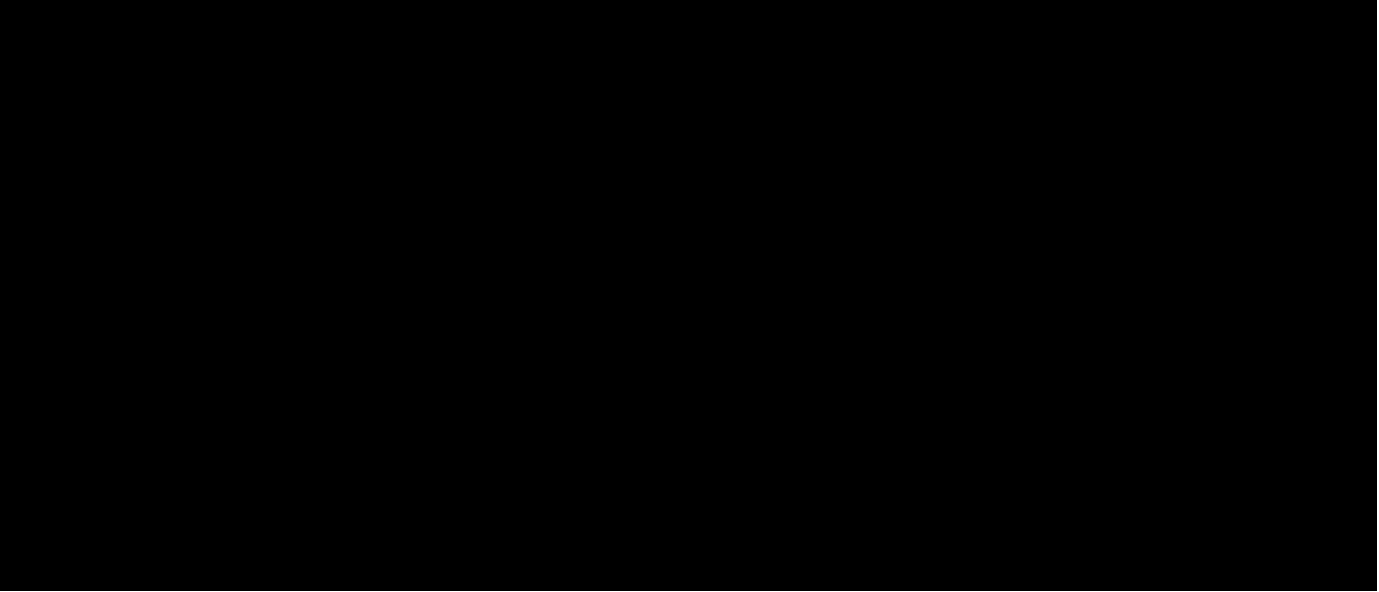


**PROGRESS MEETING FREQUENCY**

Monthly in the third Working week of each calendar Month (day to be agree between the parties) and aligned to Call-off schedule 15 (Call-Off Contract Management

**KEY STAFF**

The Statement of Work will list the Key Roles and names of persons who the Supplier shall appoint to fill those Key Roles as of the SOW Start Date. Suppliers Leadership and Management Team.



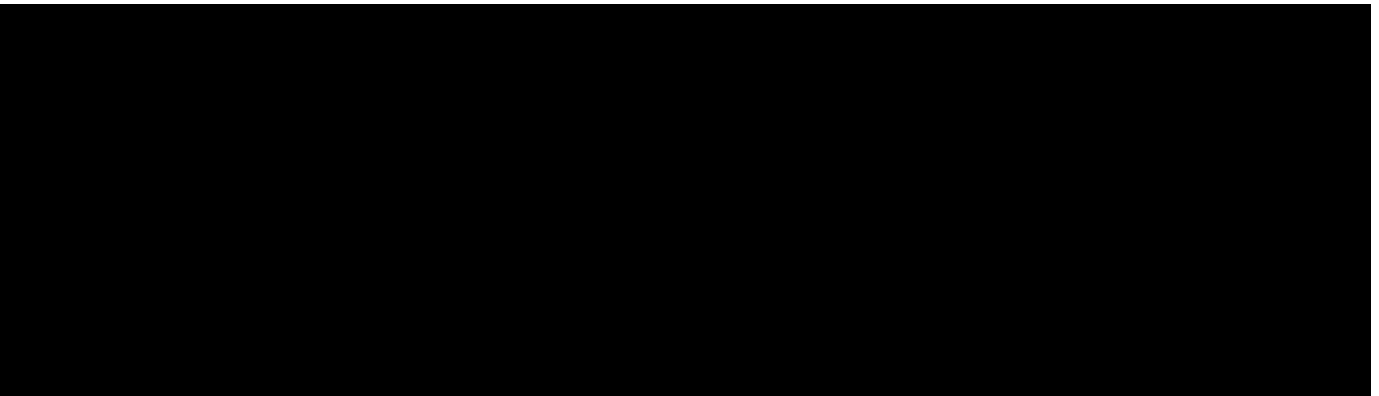
**IR35**

The Buyer will require that you formally provide a declaration at the contract award stage as to the employment status for Tax for all personnel you have deployed or will deploy to deliver the contracted services by signing the appropriate “Declaration of Employment Status for Tax” template.

To determine the IR35 tax status all SOWs will go for a review and approval and the tax status is determined checked. The Authority expect most of SOWs to be assessed as inside scope of IR35 due to the need for supplier resources to work alongside and in mixed teams, so to save time, we ask for all resources to be on payroll.

**KEY SUBCONTRACTOR(S)**

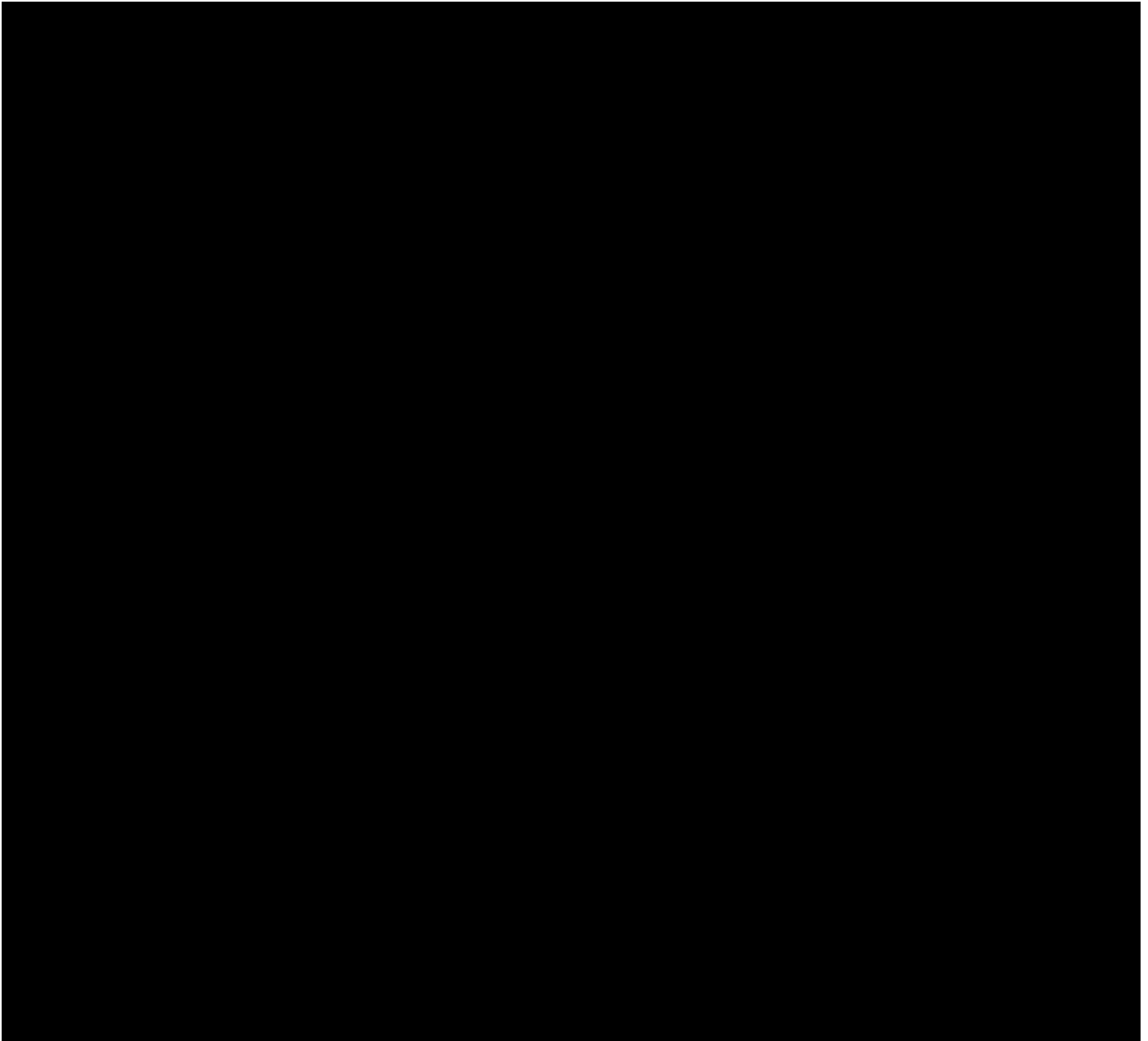
See Joint Schedule 6 – (Key Subcontractors)





**SUBCONTRACTOR(S)**

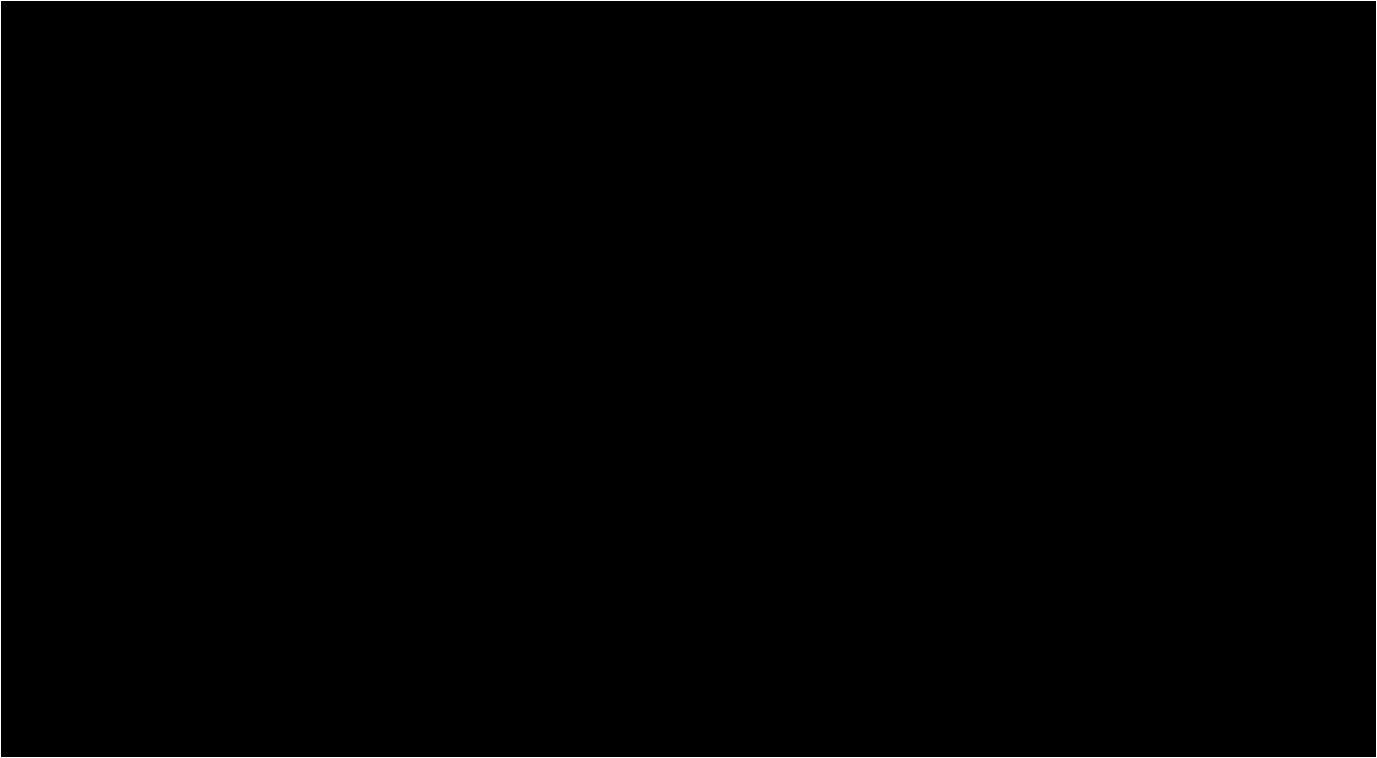
Table below identifies the subcontractors identified by the Supplier at 1.3.4 of the qualification envelope (in addition to those named as Key Subcontractors above). The Parties accordingly agree that the requirement to advertise all sub-contract opportunities on Contract Finder pursuant to Joint Schedule 12 (Supply Chain Visibility) shall not apply in respect of Sub-Contractor opportunities involving the below subcontractors.



**COMMERCIALLY SENSITIVE INFORMATION**

See Joint Schedule 4 – (Commercially Sensitive Information) and the table below for the purposes of paragraph 1.3 of Joint Schedule 4:



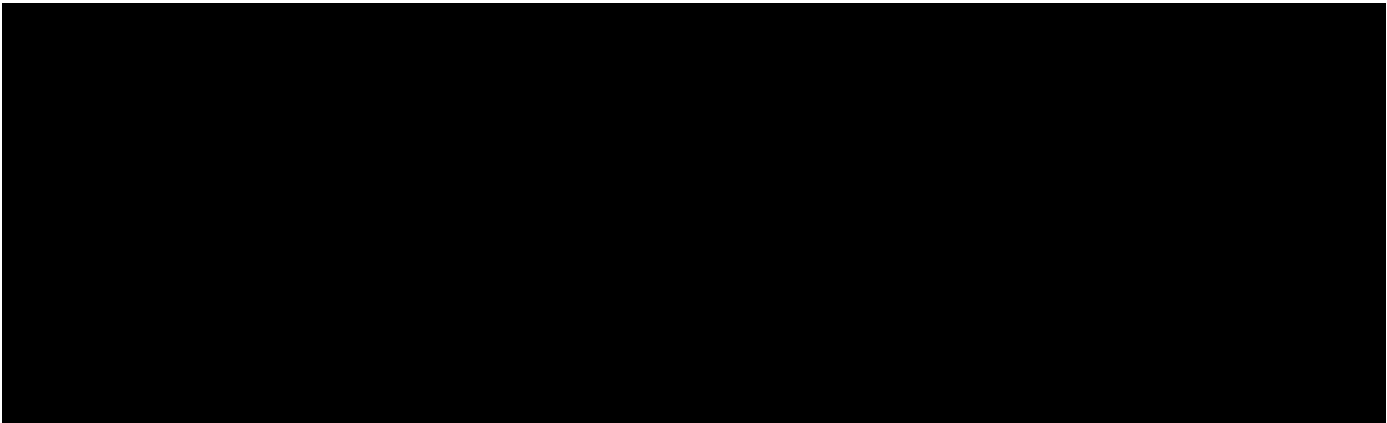


**BALANCED SCORECARD**

See Call-Off Schedule 14B (Service Levels and Balanced Scorecard)

**MATERIAL KPIS**

The following Material KPIS shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14B (Service Levels and Balanced Scorecard):



**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

Details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)

**GUARANTEE**

The Supplier must have a Call-Off Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee).



A Fully Executed DEED OF GUARANTEE was made the 5 January 2024 provided by: Jacobs Engineering Group Inc., a company incorporated under the laws of the state of Delaware USA, with registration number 2114321, whose registered office is at 1209 Orange Street, Wilmington, DE 19801, USA and a principal trading address at 1999 Bryan Street, Suite 3500, Dallas, TX 75201, USA ("Guarantor").

The Supplier shall ensure that on or before the Commencement Date the above-mentioned guarantee is extended or restated to guarantee the Supplier's performance of this Call-Off Contract.

### **SOCIAL VALUE COMMITMENT**

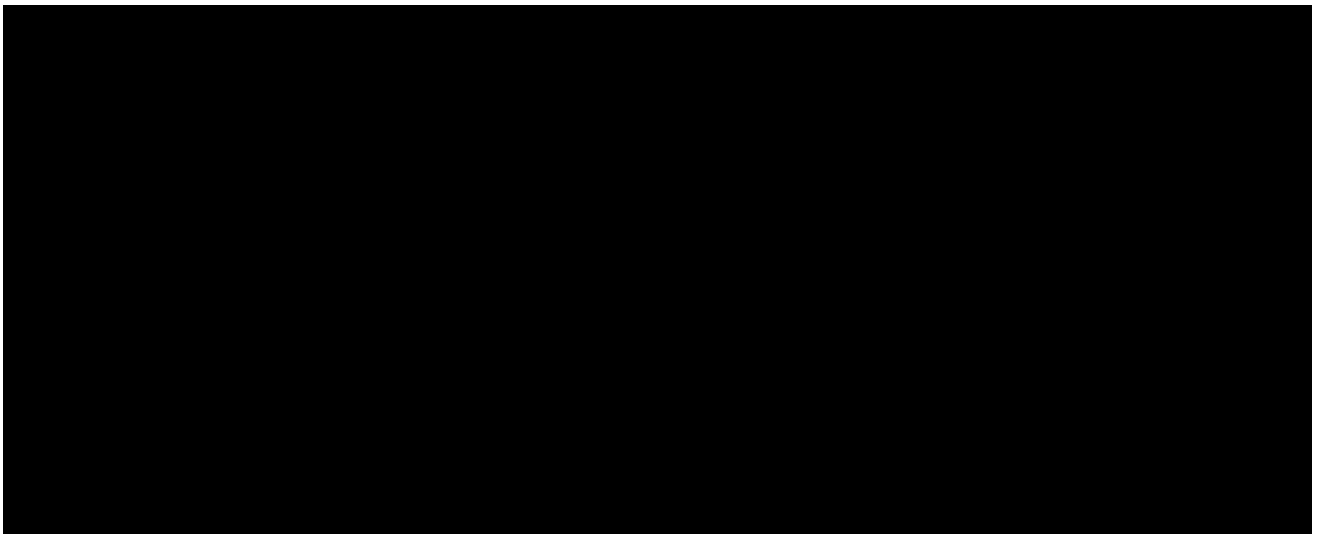
The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender) and where applicable;



social\_value\_strategy  
V1.7.pdf

### **BUYER OBLIGATIONS**

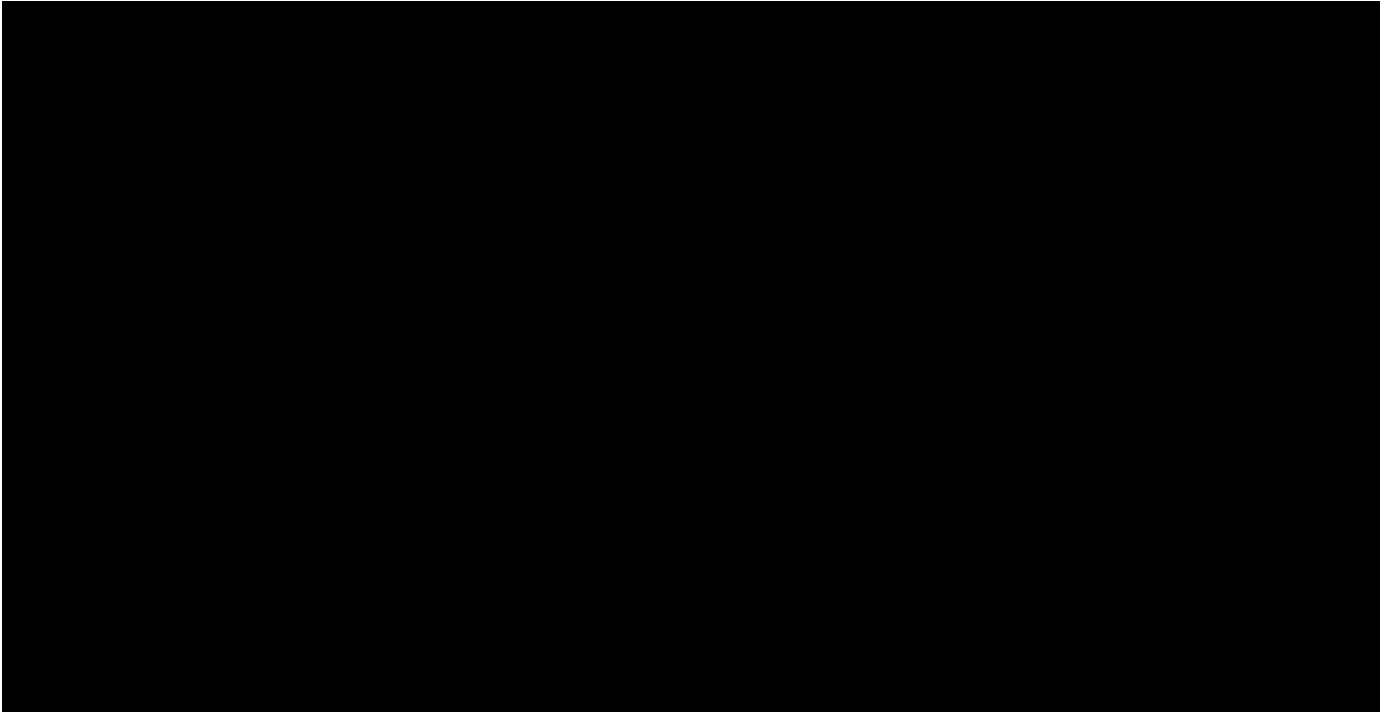
The Buyer is responsible upon commencement of this Call Off contract for the following:



### **STATEMENT OF WORKS**

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.







## **Appendix 1**

Statement(s) of Works shall be inserted into this Appendix 1, the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex1 to the Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Each executed Statement of Work shall be inserted into this Appendix 1 in chronology.



## Annex 1 (Template Statement of Work)

### Statement of Work (SOW) – (SOW NUMBER)

This SOW is under the Central Delivery Management Services (C24262) contract. All Terms and Conditions of this Call Off Contract apply unless otherwise noted.

<b>SOW Number</b>	[Please contact commercial or HoR for reference number and refer to the process for using centralised contracts. This is particularly important if you are unsure about sourcing decision or anticipate aligned SOWs are required under the collaboration agreement]												
<b>SOW Title</b>													
<b>Buyer</b>	The Secretary of State for the Home Department ('the Buyer')												
<b>Supplier</b>	PA Consulting Services Ltd ('the Supplier')												
<b>Buyer Representative</b>	[Name – Role: This should be the key day-to-day contact (preferably technical) who will work with the supplier lead to ensure effective service leadership] Email: Telephone:												
<b>Supplier Work Package Lead</b>	[Name – Role: The Work Package Lead is the Supplier lead for this SoW. Email: Telephone:												
<b>Start Date</b>	Day/Month/Year												
<b>Duration (months)</b>	Months: Days: End Date:												
<b>Charging Approach</b>	<p>The applicable charging method(s) for this SOW is:</p> <table border="1"> <tr> <td>1. Capped Time and Materials (CTM)</td><td></td></tr> <tr> <td>2. Incremental Fixed Price</td><td></td></tr> <tr> <td>3. Time and Materials (T&amp;M)</td><td></td></tr> <tr> <td>4. Fixed Price</td><td></td></tr> <tr> <td>5. A combination of two or more of the above Charging methods.</td><td></td></tr> <tr> <td>6. Expenses (Note: Subsistence will not be paid.</td><td></td></tr> </table>	1. Capped Time and Materials (CTM)		2. Incremental Fixed Price		3. Time and Materials (T&M)		4. Fixed Price		5. A combination of two or more of the above Charging methods.		6. Expenses (Note: Subsistence will not be paid.	
1. Capped Time and Materials (CTM)													
2. Incremental Fixed Price													
3. Time and Materials (T&M)													
4. Fixed Price													
5. A combination of two or more of the above Charging methods.													
6. Expenses (Note: Subsistence will not be paid.													
<b>Invoicing</b>	Purchase Order to be raised prior to, or no later than 10 Working Days from the Start Date.												



	<p>Purchase Order to be raised by: <b>[Name – Email Address]</b></p> <p>Once SOWs have been agreed the Supplier shall be entitled to raise invoices to the Buyer monthly in arrears.</p> <p>Payment Terms are 30 Calendar Days from receipt of a valid invoice.</p>												
<b>Costing</b>	<p>The Charges under this SOW should be calculated using the Central Delivery Management Services (C24262) and any agreed Charges should be included in this SOW.</p> <p>Further, once finalised, the SOW Pricing Template should only be amended with the agreement of both Parties under Variation.</p>												
<b>Indicative Team Location</b>	<p>The delivery location for this SOW is:</p> <table border="1"> <tr> <td>1. London</td><td></td></tr> <tr> <td>2. Croydon</td><td></td></tr> <tr> <td>3. Manchester</td><td></td></tr> <tr> <td>4. Sheffield</td><td></td></tr> <tr> <td>5. Working from home – (please confirm base office location)</td><td></td></tr> <tr> <td>6. Other - (please confirm base office location)</td><td></td></tr> </table>	1. London		2. Croydon		3. Manchester		4. Sheffield		5. Working from home – (please confirm base office location)		6. Other - (please confirm base office location)	
1. London													
2. Croydon													
3. Manchester													
4. Sheffield													
5. Working from home – (please confirm base office location)													
6. Other - (please confirm base office location)													
<b>Security Clearance Requirement:</b>	<p>The security clearance level required for this SOW is:</p> <table border="1"> <tr> <td>1. BPSS</td><td></td></tr> <tr> <td>2. CTC</td><td></td></tr> <tr> <td>3. SC</td><td></td></tr> <tr> <td>4. NPPV3</td><td></td></tr> <tr> <td>5. DV</td><td></td></tr> <tr> <td>6. Other – (please confirm)</td><td></td></tr> </table>	1. BPSS		2. CTC		3. SC		4. NPPV3		5. DV		6. Other – (please confirm)	
1. BPSS													
2. CTC													
3. SC													
4. NPPV3													
5. DV													
6. Other – (please confirm)													
<b>Business Continuity</b>	<p>Define any top level BCDR (Business Continuity and Disaster Recovery) requirements.</p> <p>Please provide a link to additional explanation or documentation if this requires elaboration, which may be portfolio processes/ procedures/ documents. This should define any requirements specific to the tools/services/systems being supported, where this will be the responsibility of the Supplier.</p>												
<b>Maximum Value of this SOW</b>	<p>£###,### (Excluding VAT)</p>												



<b>SMP / ISMS / SAL / Other Security Requirements</b>	<p>[Consider whether a Security Management Plan, Information Security Management System, specific Security Aspects Letter to other specific security controls are required for this SOW. Please provide a link to additional explanation or documentation if this requires elaboration, which may be portfolio processes/procedures/documents.] <u>Note: we have a standard assignment security plan that we can share</u></p>				
<b>GDPR</b>	<p>Consider the Parties position in relation to GDPR/Data Processing under the SOW and if relevant complete ANNEX 1 to this SOW</p> <p>ANNEX 1 completed – <b>Yes / No</b></p>				
<b>TUPE</b>	<p>Does TUPE apply to this SOW, Buyer representative to confirm – delete as appropriate: <b>Yes / No</b></p> <p>If 'Yes' Parties to discuss and agree TUPE implications under this SOW</p>				
<b>Equipment</b>	<p>The equipment required under this SOW:</p> <table border="1"> <thead> <tr> <th>Provider</th><th>Equipment</th></tr> </thead> <tbody> <tr> <td>Buyer / Supplier</td><td> <p>Please list equipment to be provided under this SOW.</p> <p>1. <b>INSERT LIST OF EQUIPMENT</b></p> </td></tr> </tbody> </table>	Provider	Equipment	Buyer / Supplier	<p>Please list equipment to be provided under this SOW.</p> <p>1. <b>INSERT LIST OF EQUIPMENT</b></p>
Provider	Equipment				
Buyer / Supplier	<p>Please list equipment to be provided under this SOW.</p> <p>1. <b>INSERT LIST OF EQUIPMENT</b></p>				

## 1. Project Background

[Buyer to provide - High level overview of the programme/project, including objectives wrt to this SOW]

## 2. Overview of Service

[Provide an overview of the service required under this SOW, focussing on outcomes to be delivered by the service, rather than tasks to be undertaken]

## 3. Scope of Service

The scope of services outlines the activities the Supplier will undertake under this SOW and the role the Supplier will play. The Supplier will be undertaking the delivery of these outcomes, in whole, or in part, in a multi-disciplinary / multi-vendor environment with multiple parties (other delivery teams) taking responsibility (through identification of dependencies). The Buyer will take accountability for end-to-end delivery using the outcomes delivered via this service.

The Supplier will deliver the outcomes agreed with the Buyer, and to a schedule set out by the Buyer, with changes to scope/plan being managed in an Agile manner, within the boundaries of the SOW value and pricing mechanisms.

[Additional scope to be completed for each SOW by the Buyer – high level description only]



## 4.Deliverables and Activities

[Definition of outcomes as appropriate]

Under this SOW, the Supplier shall deliver the following Deliverables or outcomes as set out in the table below and to the agreed acceptance criteria:

No.	Project Phase/ Deliverable/ Activity	Deliverable/Activity description	Indicative Deliverable/ Activity date	Acceptance Criteria	Home Office Approver
0	All	Monthly status and time reporting (as appropriate)	[Insert monthly reporting date]	Call-off governance process	
1		Add/delete rows as appropriate			

## 5.Risks and Mitigations

Recognised risks for this SOW are:

No.	Description	Mitigations	Owner
1		Add/delete rows as appropriate	
2			
3			

## 6.Buyer Responsibilities/Dependencies

In addition to the Buyer Responsibilities identified in the Call Off Order Form, the following Buyer Responsibilities shall apply to this SOW:

ID	Description	Estimated due date
1	Add/delete rows as appropriate	
2		
3		

## 7.Added Value

No.	Work Phase/ Deliverable/ Activity	Deliverable/Activity description	Indicative Deliverable/ Activity date	Acceptance Criteria	Home Office Approver
A	Civil servant handover	Supplier Delivery Manager shall actively support preparations to recruit a civil servant by providing a draft Role Definition based on the Home Office standard Role Definitions for	By end of SOW duration	Role Definition agreed with potential hiring manager and Head of Role	Delivery Management Head of Role



		Delivery Managers.			
<b>B</b>	Delivery Management community involvement	Supplier Delivery Manager shall actively contribute to the Delivery Management Community (e.g., Show & tell and being available to support other Delivery Managers in the community).	Throughout	Attendance and Contributions	Delivery Management Head of Role

## 8.Acceptance Process

[Buyer to complete the Acceptance Certificate process in accordance with the agreed acceptance criteria, if applicable]

## 9.Specific Skills

[Buyer to confirm if any specific skills are required for the delivery of this service]

## 10.Reporting Requirements

Further to the Supplier providing the management information detailed in Call-Off Schedule 15 (Call Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only.

Ref.	Type of Information	Format	Report Date
1	Add/delete rows as appropriate		
2			
3			

## 11.Supplier Staff

The managing of work packages under varying engagement terms will be managed in line with the appropriate open book pricing templates. The open book pricing templates applicable to this SOW are included in this Section 12 below.

The anticipated resource requirement for this SOW is identified in this section. The supplier should identify during delivery if these roles need to be varied to deliver the services required. All rates are to be in line with contractual rates, with only resource types identified in the call-off contract in scope.

The table below represents an estimated schedule of charges for delivering the outcomes within this SOW, with the Supplier reserving the right to substitute or amend individuals used during the delivery of this SOW.







Expenses incurred for travel outside the M25 (for a London base location) or further than 10 miles from the SOW base Buyer location will be chargeable in line with the Buyer expense policy as outlined in the Call Off Schedule 5, Pricing Details and Expenses Policy. Subsistence will not be paid.

The Supplier Staff will allocate their time up to the total number of Working Days for each role shown in the table above (subject to absence days).

The maximum value of this SOW shall not exceed the total number of Working Days specified above, which shall be invoiced at the Charges in the Order Form (excluding VAT) as applicable. Where the Buyer or Supplier requires changes to the levels of Supplier Staff used to provide the service, this will be subject to adjustments to Charges which shall be agreed between both Parties via a Variation.

The total number of Working Days takes no account of any absence days agreed between the Parties or beyond the reasonable control of the Supplier, including but not limited to sickness absence, resignation etc.

**IR35** – This service is inside IR35. All workers engaged to deliver the contracted services shall be on payroll employees of the Supplier or subcontractors. If any independent contractors or associates are engaged on this SOW the Supplier shall ensure that they operate via a FCSA accredited Umbrella Company or PAYE provider. If the Supplier proposes off-payroll resource the Supplier must notify the Buyer.

On the commencement of the Service under this SOW, the Service shall be provided by the Supplier and paid for by the Buyer. Changes to the Service scope will be managed through a Variation.

Where the Buyer or Supplier requires changes to the levels of resources under this SOW, changes will be subject to agreement through Variation:

- The notice period for any change to the levels of resources shall be 20 Working Days in writing from the Buyer or Supplier.

## 13.Invoicing and Payment

The Supplier shall issue invoices to the Buyer in accordance with the billing profile set out in this SOW. The Buyer shall pay the Supplier invoices in line with the agreed Payment Terms under the Call Off Contract.

For fixed price payments will be based on the deliverables and corresponding payment milestones identified.

For T&M SOWs, the Supplier's staff will record in the Buyer's time recording system each half (4 hours) or full (8 hours) Working Day worked. The Buyer will validate the Supplier time recorded in half or full Working Days in the Buyer's time recording system at each month end, and issue an acceptance email (which will be the Acceptance Certificate for work performed under this SoW) confirming that PA can raise and submit an invoice for the time worked and recorded. The Buyer's time recording system will constitute the official record of time worked by the Supplier's staff and take precedence.



For expenses, invoicing will be Monthly in arrears, for expenses incurred in accordance with the Buyer Travel and Expenses Policy and expenses limit above.

All prices identified are excluding VAT.

[Please identify any local hour/time/expenses reporting processes]

## 14.Ways of Working

Ways of working will be identified by Supplier Staff, working with the Buyer delivery team, in line with ongoing delivery and stakeholder requirements.

Please identify any project specific ways of working such as:

- Support Hours/Levels
- Tooling to be used
- Other general Meetings

Please identify any local collaboration requirements over and above the contractual collaboration.

## 15.Transition

On Buyer instruction, the Supplier shall produce a transition plan detailing a safe and effective transition of service under this SOW to a Civil Servant (if appropriate) as part of the Exit Planning. Such activities shall be Chargeable to the Buyer.

## 16.Standards & Processes

The following standard shall apply (in addition to the standards detailed in the Call Off contract Order Form) to this SOW:

- GDS Service Standards. Link: <https://www.gov.uk/service-manual/service-standard>
- [Buyer to insert standards and processes (over and above the Order Form) if applicable]



<b>Signatures and Approvals</b>		
<b>Agreement of this SOW</b>  By SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:		
For and on behalf of the Supplier	Name	
	Title	
	Date	
	Signature	
For and on behalf of the Buyer	Name	
	Title	
	Date	
	Signature	



## ANNEX 1 - JOINT SCHEDULE 11 (PROCESSING DATA)

### Data Processing

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> <li>• <b>[Insert]</b> the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]</li> </ul> <p><b>The Supplier is Controller and the Relevant Authority is Processor</b></p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <ul style="list-style-type: none"> <li>• <b>[Insert]</b> the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]</li> </ul> <p><b>The Parties are Joint Controllers</b></p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>• <b>[Insert]</b> the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]</li> </ul> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>• Business contact details of Supplier Personnel for which the Supplier is the Controller,</li> <li>• Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</li> <li>• <b>[Insert]</b> the scope of other Personal Data provided by one Party who is</li> </ul>



	<p><i>Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1)</i></p> <p><i>the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]</i></p> <p><i>[Guidance where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</i></p>
Duration of the Processing	<i>[Clearly set out the duration of the Processing including dates]</i>
Nature and purposes of the Processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</i></p>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]</i>
Plan for return and destruction of the data once the Processing is complete.  UNLESS requirement under Union or Member State law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>



## 1. Joint Schedule 1 (Definition) RM6263

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
  - 1.3.1 the singular includes the plural and vice versa;
  - 1.3.2 reference to a gender includes the other gender and the neuter;
  - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;
  - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
  - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
  - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
  - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
  - 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
  - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
  - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
  - 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;
  - 1.3.12 where the Buyer is a Central Government Body it shall be treated as contracting with the Crown as a whole;
  - 1.3.13 where a standard, policy or document is referred to by reference of a hyperlink, if that hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Relevant Authority and the Parties shall update the reference to a replacement hyperlink;
  - 1.3.14 any reference in a Contract which immediately before Exit Day was a reference to (as it has effect from time to time):
    - (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of



section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

- (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred; and

1.3.15 unless otherwise provided, references to **“Buyer”** shall be construed as including Exempt Buyers; and

1.3.16 unless otherwise provided, references to **“Call-Off Contract”** and **“Contract”** shall be construed as including Exempt Call-off Contracts.

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

Term	Definition
<b>Achieve</b>	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 if specified within the Buyer's acceptance testing procedure and <b>"Achieved"</b> , <b>"Achieving"</b> and <b>"Achievement"</b> shall be construed accordingly;
<b>Additional Insurances</b>	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
<b>Admin Fee</b>	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: <a href="http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees">http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees</a> ;
<b>Affected Party</b>	the Party seeking to claim relief in respect of a Force Majeure Event;
<b>Affiliates</b>	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;
<b>Annex</b>	extra information which supports a Schedule;
<b>Approval</b>	the prior written consent of the Buyer and <b>"Approve"</b> and <b>"Approved"</b> shall be construed accordingly;
<b>Audit</b>	the Relevant Authority's right to: <ul style="list-style-type: none"> <li>(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);</li> <li>(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;</li> <li>(c) verify the Open Book Data;</li> <li>(d) verify the Supplier's and each Subcontractor's compliance with the Contract and applicable Law;</li> </ul>



	<p>(e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</p> <p>(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;</p> <p>(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;</p> <p>(h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>(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;</p> <p>(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</p> <p>(k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</p>
<b>Auditor</b>	<p>(a) the Buyer's internal and external auditors;</p> <p>(b) the Buyer's statutory or regulatory auditors;</p> <p>(c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>(d) HM Treasury or the Cabinet Office;</p> <p>(e) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and</p> <p>(f) successors or assigns of any of the above;</p>
<b>Authority</b>	CCS and each Buyer;
<b>Authority Cause</b>	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;
<b>Authorised User</b>	<p>CCS' and Buyers' individual or group of individuals (including employees, consultants, contractors and agents) authorised by CCS and/or the Buyer to:</p> <p>(a) access and use the Platform for the purposes set out in Framework Schedule 7 (Call-Off Award Procedure); and</p>



	(b) the rights granted under (a) shall apply unless and until that authorisation is revoked by CCS or the Buyer;
<b>BACS</b>	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
<b>Balanced Scorecard</b>	a tool for Call-Off Contract management activity, through measurement of a Supplier's performance against key performance indicators, which the Buyer and Supplier may agree at the Call-Off Contract Start Date;
<b>Beneficiary</b>	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
<b>Buyer</b>	the relevant public sector purchaser identified as such in the Order Form;
<b>Buyer Assets</b>	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;
<b>Buyer Authorised Representative</b>	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
<b>Buyer Guidance</b>	guidance for Buyers on how to buy digital services using the Framework Contract, located at: <a href="https://www.gov.uk/guidance/digital-outcomes-and-specialists-buyers-guide">https://www.gov.uk/guidance/digital-outcomes-and-specialists-buyers-guide</a> ;
<b>Buyer Premises</b>	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);
<b>Buyer Registration Process</b>	the process to be completed in accordance with Framework Schedule 7 (Call-Off Award Procedure) or as otherwise notified to the Buyer in writing by CCS, the completion of which shall result in a potential Buyer being registered as a "Buyer" within the Platform which will entitle the Buyer to undertake a Call-Off Procedure in accordance with Framework Schedule 7, as supported by the Platform;
<b>Call-Off Contract</b>	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;
<b>Call-Off Contract Period</b>	the Contract Period in respect of the Call-Off Contract;
<b>Call-Off Expiry Date</b>	the latter of: (a) the scheduled date of the end of a Call-Off Contract as stated in the Order Form; or (b) the date of completion of the last Deliverable due under the last Statement of Work under the Call-Off Contract;
<b>Call-Off Incorporated Terms</b>	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
<b>Call-Off Initial Period</b>	the Initial Period of a Call-Off Contract specified in the Order Form;



<b>Call-Off Optional Extension Period</b>	such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form;
<b>Call-Off Procedure</b>	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
<b>Call-Off Special Terms</b>	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
<b>Call-Off Start Date</b>	the date of start of a Call-Off Contract as stated in the Order Form;
<b>Call-Off Tender</b>	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);
<b>Cap</b>	the maximum amount to be paid by the Buyer under a Time and Materials mechanism for the delivery of an agreed scope; and <b>"Capped"</b> shall be construed accordingly;
<b>Capped Time and Materials</b>	Time and Materials payable up to a specified Cap for delivery of the agreed scope of Deliverables;
<b>CCS</b>	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;
<b>CCS Authorised Representative</b>	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
<b>Central Government Body</b>	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (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;
<b>Change in Law</b>	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;
<b>Change of Control</b>	is: (a) a change of control within the meaning of Section 450 of the Corporation Tax Act 2010; or (b) any instance where the Supplier demerges into 2 or more firms, merges with another firm, incorporated or otherwise changes its legal form;
<b>Charges</b>	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 and, if applicable, each Statement of Work, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
<b>Claim</b>	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;



<b>Commercially Sensitive Information</b>	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
<b>Comparable Supply</b>	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
<b>Compliance Officer</b>	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
<b>Confidential Information</b>	any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as " <b>confidential</b> ") or which ought reasonably to be considered to be confidential;
<b>Conflict of Interest</b>	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS, as the context requires;
<b>Contract</b>	either the Framework Contract or the Call-Off Contract, as the context requires;
<b>Contract Period</b>	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: (a) applicable Start Date; or (b) the Effective Date up to and including the applicable End Date;
<b>Contract Value</b>	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
<b>Contract Year</b>	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
<b>Control</b>	(a) control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010; or  (b) any instance where the Supplier demerges into 2 or more firms, merges with another firm, incorporate or otherwise changes its legal form;  and " <b>Controlled</b> " shall be construed accordingly;
<b>Controller</b>	has the meaning given to it in the UK GDPR;
<b>Core Terms</b>	CCS' terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
<b>Costs</b>	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 Work Day, of engaging the Supplier Staff, including: (i) base salary paid to the Supplier Staff;



	<ul style="list-style-type: none"> <li>(ii) employer's National Insurance contributions;</li> <li>(iii) pension contributions;</li> <li>(iv) car allowances;</li> <li>(v) any other contractual employment benefits;</li> <li>(vi) staff training;</li> <li>(vii) work place accommodation;</li> <li>(viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</li> <li>(ix) reasonable recruitment costs, as agreed with the Buyer;</li> </ul> <p>(b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>(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</p> <p>(d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <ul style="list-style-type: none"> <li>(i) Overhead;</li> <li>(ii) financing or similar costs;</li> <li>(iii) 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;</li> <li>(iv) taxation;</li> <li>(v) fines and penalties;</li> <li>(vi) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</li> <li>(vii) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</li> </ul>
<b>CRTPA</b>	the Contract Rights of Third Parties Act 1999;
<b>Data Protection Impact Assessment</b>	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
<b>Data Protection Legislation</b>	(i) the UK GDPR 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;
<b>Data Protection Liability Cap</b>	the amount specified in the Framework Award Form;
<b>Data Protection Officer</b>	has the meaning given to it in the UK GDPR;
<b>Data Subject</b>	has the meaning given to it in the UK GDPR;
<b>Data Subject Access Request</b>	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;
<b>Day Rate</b>	the Pricing Mechanism where the Supplier will invoice the Buyer for Supplier Staff providing Deliverables (or one or more of the elements of the Deliverables) based on a rate for no more than 8 Work Hours performed by the Supplier's Staff;
<b>Deductions</b>	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;
<b>Default</b>	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;
<b>Default Management Charge</b>	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
<b>Delay Payments</b>	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;
<b>Deliverables</b>	Goods and/or Services that may be ordered under the Contract including the Documentation;
<b>Delivery</b>	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. " <b>Deliver</b> " and " <b>Delivered</b> " shall be construed accordingly;
<b>Disclosing Party</b>	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
<b>Dispute</b>	any claim, dispute or difference (whether contractual or non-contractual) arising 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;
<b>Dispute Resolution Procedure</b>	the dispute resolution procedure set out in Clause 34 (Resolving disputes);



<b>Documentation</b>	<p>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:</p> <p>(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</p> <p>(b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>(c) has been or shall be generated for the purpose of providing the Deliverables;</p>
<b>DOTAS</b>	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;
<b>DPA 2018</b>	the Data Protection Act 2018;
<b>Due Diligence Information</b>	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
<b>Effective Date</b>	the date on which the final Party has signed the Contract;
<b>EIR</b>	the Environmental Information Regulations 2004;
<b>Electronic Invoice</b>	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
<b>Employment Regulations</b>	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
<b>End Date</b>	<p>the earlier of:</p> <p>(a) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or</p> <p>(b) if a Contract or Statement of Work is terminated before the date specified in (a) above, the date of termination of the Contract or Statement of Work (as the context dictates);</p>
<b>Environmental Policy</b>	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;
<b>Equality and Human Rights Commission</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;



<b>Estimated Year 1 Charges</b>	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;
<b>Estimated Yearly Charges</b>	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;
<b>Exempt Buyer</b>	a public sector purchaser that is: (a) eligible to use the Framework Contract; and (b) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of: (i) the Regulations; (ii) the Concession Contracts Regulations 2016 (SI 2016/273); (iii) the Utilities Contracts Regulations 2016 (SI 2016/274); (iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848); (v) the Remedies Directive (2007/66/EC); (vi) Directive 2014/23/EU of the European Parliament and Council; (vii) Directive 2014/24/EU of the European Parliament and Council; (viii) Directive 2014/25/EU of the European Parliament and Council; or (ix) Directive 2009/81/EC of the European Parliament and Council;
<b>Exempt Call-off Contract</b>	the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract;
<b>Exempt Procurement Amendments</b>	any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;
<b>Expenses Policy</b>	the Buyer's expenses policy as set out in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy);
<b>Existing IPR</b>	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) and shall include, in the case of CCS, the website domain names <a href="http://www.crowncommercial.gov.uk">www.crowncommercial.gov.uk</a> and [Insert] regarding the Platform;
<b>Exit Day</b>	shall have the meaning in the European Union (Withdrawal) Act 2018;



<b>Expiry Date</b>	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
<b>Extension Period</b>	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
<b>Fixed Price</b>	the Pricing Mechanism where Charges are agreed at a set amount in relation to all work to be done under a Contract, Statement of Work, Deliverable(s) (or one or more element of the Deliverable(s)) including all materials and/or Milestones, no matter how much work is required to complete each Contract, Statement of Work, Deliverable(s) (or one or more element of the Deliverable(s)) within the agreed scope, and the total amount to be paid by the Buyer will not exceed the agreed fixed price;
<b>FOIA</b>	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;
<b>Force Majeure Event</b>	any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including: (a) riots, civil commotion, war or armed conflict; (b) acts of terrorism; (c) acts of government, local government or regulatory bodies; (d) fire, flood, storm or earthquake or other natural disaster, but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;
<b>Force Majeure Notice</b>	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
<b>Framework Award Form</b>	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
<b>Framework Contract</b>	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the notice published on the Find a Tender Service;
<b>Framework Contract Period</b>	the period from the Framework Start Date until the End Date of the Framework Contract;
<b>Framework Expiry Date</b>	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
<b>Framework Incorporated Terms</b>	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;



<b>Framework Optional Extension Period</b>	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;
<b>Framework Price(s)</b>	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
<b>Framework Special Terms</b>	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
<b>Framework Start Date</b>	the date of start of the Framework Contract as stated in the Framework Award Form;
<b>Framework Tender Response</b>	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);
<b>Further Competition Procedure</b>	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
<b>General Anti-Abuse Rule</b>	(a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;
<b>General Change in Law</b>	a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
<b>Goods</b>	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;
<b>Good Industry Practice</b>	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;
<b>Government</b>	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;
<b>Government Data</b>	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; (ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract; (iii) any Personal Data for which CCS or the Buyer is the Controller; or (iv) all Buyer Registration Process data submitted by Buyers into the Platform, including the full auditable history of any and all transactions and procedures conducted via the Platform;
<b>Guarantor</b>	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;



<b>Halifax Abuse Principle</b>	the principle explained in the CJEU Case C-255/02 Halifax and others;
<b>HMRC</b>	Her Majesty's Revenue and Customs;
<b>Hourly Rate</b>	the Pricing Mechanism where the Supplier will invoice the Buyer for the work undertaken by Supplier Staff providing the Deliverables (or one or more of the elements of the Deliverables) under the Contract (and, if applicable, each SOW) based on the division of the applicable Supplier Staff Day Rate by no less than 8 being the applicable Work Day where the Supplier Staff grade is set out in Annex 1 of Framework Schedule 3 (Framework Prices);
<b>ICT Policy</b>	the Buyer's policy and any Platform 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;
<b>Impact Assessment</b>	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(b) details of the cost of implementing the proposed Variation;</li> <li>(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;</li> <li>(d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</li> <li>(e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</li> </ul>
<b>Implementation Plan</b>	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
<b>Incremental Fixed Price</b>	the Price Mechanism where the overall Statement of Work is based on Capped Time and Materials, but where the prices for individual Deliverables Increments are fixed prior to the work being undertaken. The Charges for the first Deliverable Increment or Deliverables Increments for the Statement of Work will be fixed, but the Charges for subsequent Deliverables Increments will be reviewed and refined prior to the execution of each subsequent Deliverables Increment within the same Statement of Work;
<b>Indemnifier</b>	a Party from whom an indemnity is sought under this Contract;
<b>Independent Control</b>	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and " <b>Independent Controller</b> " shall be construed accordingly;



<b>Indexation</b>	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
<b>Information</b>	has the meaning given under section 84 of the Freedom of Information Act 2000;
<b>Information Commissioner</b>	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
<b>Initial Period</b>	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
<b>Insolvency Event</b>	<p>with respect to any person, means:</p> <ul style="list-style-type: none"> <li>(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or: <ul style="list-style-type: none"> <li>(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</li> <li>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</li> </ul> </li> <li>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</li> <li>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</li> <li>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;</li> <li>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</li> <li>(f) where that person is a company, a LLP or a partnership: <ul style="list-style-type: none"> <li>(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</li> </ul> </li> </ul>



	<p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
<b>Installation Works</b>	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract and, if applicable, each SOW;
<b>Intellectual Property Rights or IPR</b>	<p>(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>(c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
<b>Invoicing Address</b>	the address to which the Supplier shall invoice the Buyer as specified in the Order Form;
<b>IPR Claim</b>	any action, suit, claim, demand, Loss or other liability which the Relevant Authority or Central Government Body may suffer or incur as a result of any claim that the performance of the Deliverables infringes or allegedly infringes (including the defence of such infringement or alleged infringement or passing off) of any third party IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
<b>IR35</b>	the off-payroll rules requiring individuals who work through their company pay the same income tax and National Insurance



	contributions as an employee which can be found online at: <a href="https://www.gov.uk/guidance/ir35-find-out-if-it-applies">https://www.gov.uk/guidance/ir35-find-out-if-it-applies</a> ;
<b>Joint Controller Agreement</b>	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (Processing Data);
<b>Joint Controllers</b>	where two or more Controllers jointly determine the purposes and means of Processing;
<b>Joint Control</b>	where two or more Controllers agree jointly to determine the purposes and means of Processing Personal Data;
<b>Key Staff</b>	the individuals (if any) identified as such in the Order Form and any Statement of Work;
<b>Key Sub-Contract</b>	each Sub-Contract with a Key Subcontractor;
<b>Key Subcontractor</b>	<p>any Subcontractor:</p> <ul style="list-style-type: none"> <li>(a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</li> <li>(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</li> <li>(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, <p>and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in the Order Form;</p> </li></ul>
<b>Know-How</b>	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;
<b>Law</b>	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;
<b>Location</b>	the place at or from which the Supplier's team will provide the Services under the Call-Off Contract and, if applicable, each SOW;
<b>Losses</b>	all losses, liabilities, damages, costs, expenses (including legal and professional 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 " <b>Loss</b> " shall be interpreted accordingly;
<b>Lots</b>	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
<b>Management Charge</b>	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
<b>Management Information or MI</b>	the management information specified in Framework Schedule 5 (Management Charges and Information);



<b>Material KPIs</b>	any Key Performance Indicators which are identified by the Buyer as having a material impact on the performance of the Call-Off Contract;
<b>MI Default</b>	when two (2) MI Reports are not provided in any rolling six (6) month period;
<b>MI Failure</b>	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);
<b>MI Report</b>	a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
<b>MI Reporting Template</b>	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;
<b>Milestone</b>	an event or task described in the Implementation Plan or Statement of Work;
<b>Milestone Date</b>	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
<b>Misconduct</b>	has the meaning given to it in Paragraph 8.2 of Framework Schedule 7 (Call-Off Award Procedure);
<b>Month</b>	a calendar month and " <b>Monthly</b> " shall be interpreted accordingly;
<b>National Insurance</b>	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
<b>New IPR</b>	(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; but shall not include the Supplier's Existing IPR;
<b>Occasion of Tax Non-Compliance</b>	where: (a) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 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 evasion;
<b>Off-Payroll Worker</b>	a worker (or contractor), not employed by the Supplier or any other organisation within the supply chain, that provides their services through their own private limited company or other type of intermediary which may include the worker's own personal service company, a partnership or an individual;
<b>Open Book Data</b>	<p>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:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> <li>(i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</li> <li>(ii) staff costs 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 grade;</li> <li>(iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and</li> <li>(iv) Reimbursable Expenses, if allowed under the Order Form;</li> </ul> </li> <li>(c) Overheads;</li> <li>(d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</li> <li>(e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</li> <li>(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;</li> <li>(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</li> <li>(h) the actual Costs profile for each Service Period;</li> </ul>
<b>Option</b>	the selection of an option by the Buyer which is incorporated into the Call-Off Contract and, if applicable, any Statement of Work, which the Supplier must comply with;



<b>Optional Extension Period</b>	is the Buyer's maximum optional extension period to the Call-Off Initial Period as set out in the Order Form;
<b>Order</b>	an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
<b>Order Form</b>	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
<b>Order Form Template</b>	the template in Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules);
<b>Other Contracting Authority</b>	any actual or potential Buyer under the Framework Contract;
<b>Overhead</b>	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";
<b>Parliament</b>	takes its natural meaning as interpreted by Law;
<b>Party</b>	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. " <b>Parties</b> " shall mean both of them where the context permits;
<b>Performance Indicators or PIs</b>	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
<b>Personal Data</b>	has the meaning given to it in the UK GDPR;
<b>Personal Data Breach</b>	has the meaning given to it in the UK GDPR;
<b>Personnel</b>	all directors, officers, employees, agents, consultants and suppliers of the Relevant Authority and/or of any subcontractor and/or Subprocessor (as detailed in Joint Schedule 11 (Processing Data)) engaged in the performance of its obligations under a Contract;
<b>Planned Deliverables</b>	Appropriate skilled resources to meet: <ul style="list-style-type: none"> <li>(a) Resources to meet Central Delivery Management Service pipeline activities.</li> <li>(b) Resource to meet contractual obligations <ul style="list-style-type: none"> <li>(i) Account team</li> <li>(ii) Governance</li> <li>(iii) Added value</li> <li>(iv) Social value</li> <li>(v) SoW deliverables &amp; Outcomes</li> </ul> </li> <li>(c) Pro-active management of issues at an account level.</li> </ul>
<b>Platform</b>	the platform, site or system operated on behalf of CCS which requires a potential Buyer to complete the Buyer Registration Procedure and specify its Authorised Users who may access and use the platform, site or system on behalf of the Buyer and use it to assist in selecting or shortlisting suppliers when undertaking a Call-Off Procedure in accordance with Framework Schedule 7, to Order Deliverables under a Contract;



<b>Prescribed Person</b>	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: <a href="https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies">https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies</a> ;
<b>Pricing Mechanism</b>	the pricing mechanisms are (a) Capped Time and Materials, (b) Incremental Fixed Prices, (c) Time and Materials, (d) Fixed Price, and (e) a combination of two or more of these as set out in Framework Schedule 3 (Framework Prices) and Framework Schedule 7 (Call-Off Award Procedure) and as may be refined in the Further Competition Procedure;
<b>Processing</b>	has the meaning given to it in the UK GDPR;
<b>Processor</b>	has the meaning given to it in the UK GDPR;
<b>Delivery Management Pipeline</b>	Delivery Management Services (as defined in Call-Off Contract Charges) request submitted to the Supplier 20 Working Days advance of the proposed SoW start date.
<b>Progress Meeting</b>	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
<b>Progress Meeting Frequency</b>	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
<b>Progress Report</b>	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
<b>Progress Report Frequency</b>	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
<b>Prohibited Acts</b>	<p>(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:</p> <ul style="list-style-type: none"> <li>(i) induce that person to perform improperly a relevant function or activity; or</li> <li>(ii) reward that person for improper performance of a relevant function or activity;</li> </ul> <p>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>(c) committing any offence:</p> <ul style="list-style-type: none"> <li>(i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</li> <li>(ii) under legislation or common law concerning fraudulent acts; or</li> <li>(iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</li> </ul> <p>(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>



<b>Protective Measures</b>	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), 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;
<b>Recall</b>	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;
<b>Recipient Party</b>	the Party which receives or obtains directly or indirectly Confidential Information;
<b>Rectification Plan</b>	the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan) 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);
<b>Rectification Plan Process</b>	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);
<b>Regulations</b>	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
<b>Reimbursable Expenses</b>	the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's Expenses Policy current from time to time, but not including: (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;
<b>Relevant Authority</b>	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
<b>Relevant Authority's Confidential Information</b>	(a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant



	<p>Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>(b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</p> <p>(c) information derived from any of the above;</p>
<b>Relevant Requirements</b>	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
<b>Relevant Tax Authority</b>	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
<b>Reminder Notice</b>	a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time;
<b>Replacement Deliverables</b>	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
<b>Replacement Subcontractor</b>	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
<b>Replacement Supplier</b>	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
<b>Request For Information</b>	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
<b>Required Insurances</b>	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
<b>Restricted Staff</b>	any person employed or engaged by either Party, in the capacity of director or in any research, technical, IT, security, engineering, procurement, financial, legal or managerial role who has been engaged in the provision of the Deliverables or management of the Contract either as principal, agent, employee, independent contractor or in any other form of employment or engagement over the previous 12 months, directly worked with or had any material dealings, but shall not include any person employed or engaged in an administrative, clerical, manual or secretarial capacity;
<b>Retained EU Law</b>	the category of UK Law created under Section 2 to 4 of the European Union (Withdrawal) Act 2018 at the end of the transition period following the repeal of the savings to the European Communities Act 1972;
<b>Request for Information or RFI Tool</b>	the functional tool within the Platform (or as otherwise described in Framework Schedule 7 (Call-Off Award Procedure) to be used by Buyers to seek clarification or additional information from one or



	more suppliers that will assist the Buyer in preparing its Statement of Requirement, planning and conducting its Call-Off Procedure, before undertaking a Call-Off Procedure in accordance with Framework Schedule 7 (Call-Off Award Procedure);
<b>Satisfaction Certificate</b>	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
<b>Security Management Plan</b>	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
<b>Security Policy</b>	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;
<b>Self Audit Certificate</b>	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
<b>Serious Fraud Office</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>Service Capability</b>	the Service capabilities of the Supplier as set out in Framework Schedule 1 (Specification) & Call-Off Schedule 4 (Call-Off Tender).
<b>Service Levels</b>	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels and Balanced Scorecard) is used in this Contract, are specified in the Annex to Part A of such Schedule);
<b>Service Period</b>	has the meaning given to it in the Order Form;
<b>Services</b>	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;
<b>Service Provision</b>	one or more service provisions set out in Paragraph 1.1 of Framework Schedule 1 (Specification);
<b>Service Transfer</b>	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;
<b>Service Transfer Date</b>	the date of a Service Transfer;
<b>Sites</b>	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;
<b>SME</b>	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;
<b>SOW End Date</b>	the date up to and including this date when the supply of the Deliverables under the Statement of Work shall cease;
<b>SOW Start Date</b>	the date of the start of the Statement of Works as stated in the SOW;



<b>Special Terms</b>	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
<b>Specific Change in Law</b>	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;
<b>Specification</b>	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
<b>Standards</b>	any: (a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same 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;
<b>Start Date</b>	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, and in the case of a Statement of Work, the date specified in that Statement of Work;
<b>Statement of Requirements</b>	a statement issued by the Buyer detailing its requirements and expected outcomes in respect of Deliverables issued in accordance with the Call-Off Procedure;
<b>Statement of Work or (SOW)</b>	the document which, upon its execution by the Buyer and Supplier, shall become incorporated into their Call-Off Contract and outlines the agreed body of works to be undertaken as part of the Call-Off Contract Deliverables. There may be any number of Statements of Work incorporated into a Call-Off Contract and each Statement of Work may include (but is not limited to) the Statement of Requirements, identified output(s), completion date(s) and charging method(s);
<b>Status Determination Statement or (SDS)</b>	a statement that describes the determination reached by the Buyer/client on the employment status (i.e. IR35 status) of an Off-Payroll Worker for a particular Call-Off Contract or any element of work undertaken as part of any SOW, and the reasons for reaching that determination. The SDS must be passed to the worker and the person or organisation the client contracts with for the worker's services;
<b>Storage Media</b>	the part of any device that is capable of storing and retrieving data;



<b>Sub-Contract</b>	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);
<b>Subcontractor</b>	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
<b>Subprocessor</b>	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
<b>Summary of Work</b>	a short description or overview of the Buyer's Statement of Requirements;
<b>Supplier</b>	the person, firm or company identified in the Framework Award Form;
<b>Supplier Assets</b>	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
<b>Supplier Authorised Representative</b>	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
<b>Supplier Compliance Officer</b>	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligation;
<b>Supplier's Confidential Information</b>	(a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;  (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;
<b>Supplier's Contract Manager</b>	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;
<b>Supplier Equipment</b>	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
<b>Supplier Marketing Contact</b>	shall be the person identified in the Framework Award Form;
<b>Supplier Non-Performance</b>	where the Supplier has failed to: (a) Achieve a Milestone by its Milestone Date;



	<p>(b) provide the Goods and/or Services in accordance with the Service Levels; and/or</p> <p>(c) comply with an obligation under a Contract;</p>
<b>Supplier Profit</b>	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;
<b>Supplier Profit Margin</b>	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;
<b>Supplier Staff</b>	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;
<b>Supporting Documentation</b>	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;
<b>Tax</b>	<p>(a) all forms of taxation whether direct or indirect;</p> <p>(b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;</p> <p>(c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and</p> <p>(d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,</p> <p>in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;</p>
<b>Termination Notice</b>	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;
<b>Test Issue</b>	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
<b>Test Plan</b>	<p>a plan:</p> <p>(a) for the Testing of the Deliverables; and</p> <p>(b) setting out other agreed criteria related to the achievement of Milestones;</p>
<b>Tests</b>	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 " <b>Tested</b> " and " <b>Testing</b> " shall be construed accordingly;
<b>Third Party IPR</b>	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
<b>Time and Materials</b>	a Pricing Mechanism whereby the Buyer agrees to pay the Supplier for the work performed by the Supplier Staff and for the



	material used in the project, no matter how much work is required to complete the project, based on no more than the pro rata division of the Day Rates by 8 to provide an Hourly Rate for the Supplier Staff who undertook the work and for the materials used in the project based on pre-agreed material disclosures and subject to time approval by the Buyer;
<b>Transferring Supplier Employees</b>	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
<b>Transparency Information</b>	the Transparency Reports and the content of a Contract, including 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;
<b>Transparency Reports</b>	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);
<b>Delivery Management Pipeline</b>	Delivery Management Services (as defined in Call-Off Contract Charges) request submitted to the Supplier 20 Working Days advance of the proposed SoW start date.
<b>UK GDPR</b>	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
<b>User Terms</b>	the terms of use applicable to all Buyer's Authorised Users who access and use the Platform which are available at: <b>[Insert link]</b> ;
<b>Variation</b>	any change to a Contract;
<b>Variation Form</b>	the form set out in Joint Schedule 2 (Variation Form);
<b>Variation Procedure</b>	the procedure set out in Clause 24 (Changing the contract);
<b>VAT</b>	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>VCSE</b>	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
<b>Worker</b>	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) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables;
<b>Worker Engagement Route</b>	the details of the labour supply chain through which the worker is engaged as Supplier Staff. For example, the worker could be: (a) employed by the Supplier the Buyer contracts with, (b) employed by another organisation within the supply chain, e.g. an agency or umbrella company, (c) an off-payroll worker engaged via an intermediary e.g. the worker's own personal service company, or



	(d) an independent sole trader;
<b>Working Day</b>	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;
<b>Work Day</b>	a minimum of 8 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
<b>Work Hours</b>	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.



## 2. Joint Schedule 2 (Contract & SOW Variation Forms)

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:	<b>[delete]</b> as applicable: CCS / Buyer] (" <b>CCS</b> " / " <b>the Buyer</b> ") And <b>[insert]</b> name of Supplier] (" <b>the Supplier</b> ")	
Contract name:	<b>[insert]</b> name of contract to be changed] ("the Contract")	
Contract reference number:	<b>[insert]</b> contract reference number]	
[Statement of Work (SOW) reference:]	<b>[insert]</b> SOW reference number and title (if applicable) or delete row]	
[Buyer reference:]	<b>[insert]</b> cost centre/portfolio codes as appropriate]	
Details of Proposed Variation		
Variation initiated by:	<b>[delete]</b> as applicable: CCS/Buyer/Supplier]	
Variation number:	<b>[insert]</b> variation number]	
Date variation is raised:	<b>[insert]</b> date]	
Proposed variation	<b>[insert]</b> detail here or use Annex 1 below]	
Reason for the variation:	<b>[insert]</b> reason]	
An Impact Assessment shall be provided within:	<b>[insert]</b> number] days	
Impact of Variation		
Likely impact of the proposed variation:	<b>[Supplier to insert]</b> assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> <li>• <b>[CCS/Buyer to insert]</b> original Clauses or Paragraphs to be varied and the changed clause]</li> <li>• <b>[reference Annex 1]</b> as appropriate]</li> </ul>	
Financial variation:	Original Contract Value:	£ <b>[insert]</b> amount]
	Additional cost due to variation:	£ <b>[insert]</b> amount]
	New Contract value:	£ <b>[insert]</b> amount]
[Timescale variation/s:]	<b>[insert]</b> changes to dates/milestones or delete row]	



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

<b>Signed by an authorised signatory for and on behalf of the Buyer:</b>	
Name and Job Title:	
Signature and Date:	
Address	

<b>Signed by an authorised signatory for and on behalf of the Supplier:</b>	
Name and Job Title:	
Signature and Date:	
Address	



This form is to be used in order to change a Statement of Work in accordance with Clause 24 (Changing the contract):

## Statement of Work Variation Form – (SOW & Variation Number)

**This SOW Variation under the Central Delivery Management Services (C24262) contract. All Terms and Conditions of this Call Off Contract apply unless otherwise noted.**

<b>Call-Off Contract title</b>	Insert Call Off contract title and reference
<b>SOW Number</b>	Insert SOW number & Variation
<b>SOW Title</b>	Insert SoW Title
<b>Customer</b>	The Secretary of State for the Home Department ('the Buyer')
<b>Supplier</b>	PA Consulting Services Ltd ('the Supplier')

### 1.Statement of Work Variation

The Statement of Work is varied as follows and shall take effect on the date signed by both Parties:

**Guidance Note:** Insert details of the change including the reason for the change and breakdown the details of the proposed change.

<b>Summary of the Variation</b>	<p>The following changes are included within this Variation:</p> <ol style="list-style-type: none"> <li>1. List changes included within the Variation.</li> <li>2. Add/delete rows as appropriate</li> </ol>
<b>Reasons for the Variation</b>	Insert reasons for the change.
<b>Full details of the Variation</b>	<p>Buyer should provide a full breakdown of the changes included within this Variation. If there are any amendments to charges you should note the original SOW value and new SOW value. If the charging approach is T&amp;M or Capped T&amp;M you note the change in Days.</p> <p>The Variation to the Charges are as detailed in Section 2.</p> <ul style="list-style-type: none"> <li>• Original Maximum SoW Value: - £***</li> <li>• VAR 01 - £***</li> </ul> <p>New Maximum SoW value: - £***</p> <ul style="list-style-type: none"> <li>• Original number of Working Days: - **</li> <li>• VAR 01 Working Days –</li> </ul> <p>New Maximum number of Working Days: -</p>



## 2.Variation to Deliverables and Activities

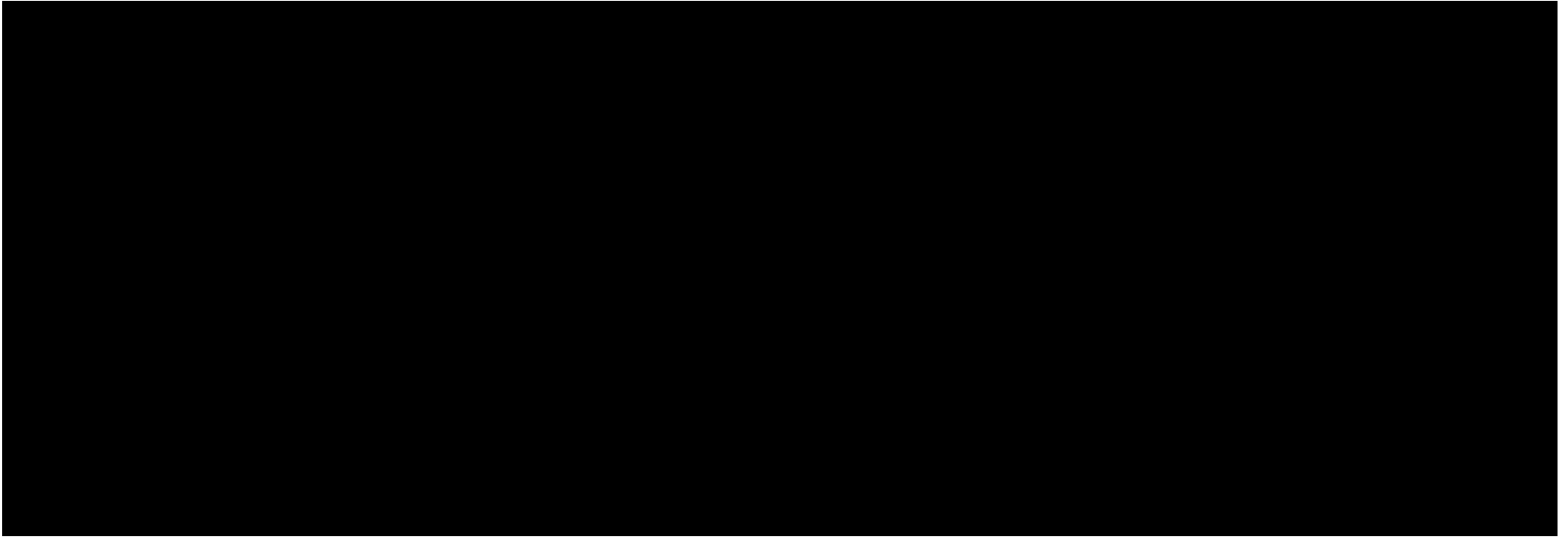
**Guidance Note:** Amend or insert any new Deliverables and Activities in the table below.

No.	Project Phase/ Deliverable/ Activity	Deliverable/Activity description	Indicative Deliverable/ Activity date	Acceptance Criteria	Home Office Approver
	Add/delete rows as appropriate				

## 3.Variation to the Charges

The Charges for this Statement of Work are varied such that the new maximum value of the SoW is £\*\*\*\*\* (excluding VAT), i.e. an increase/decrease of £\*\*\*\*\* (excluding VAT). Please see pricing table below.







## 4. Agreement of Variation

- Words and expressions in this Statement of Work variation shall have the meanings given to them in the Call-Off Contract.
- The Call-Off Contract, including any previous Statement of Work changes shall remain effective and unaltered except as amended by this change.

<b>Signed by an authorised signatory for and on behalf of the Buyer:</b>	
Name and Job Title:	
Signature and Date:	
Address	

<b>Signed by an authorised signatory for and on behalf of the Supplier:</b>	
Name and Job Title:	
Signature and Date:	
Address	



### 3. Joint Schedule 3 (Insurance Requirements)

#### 1 The insurance the Supplier needs 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 the Contract Period and for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

#### 2 How to manage the insurance

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

#### 3 What happens if the Supplier is not 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 to be provided

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

## 5 Required amount of insurance

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



**(c) Annex: Required insurances**

- 1 The Supplier shall hold the following 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 five million pounds (£5,000,000);
  - 1.2 public liability and products 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).



## 4. 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: *Refer to the Order Form*



## 5. Joint Schedule 5 (Corporate Social Responsibility)

### 1 What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government ([https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/646497/2017-09-13\\_Official\\_Sensitive\\_Supplier\\_Code\\_of\\_Conduct\\_September\\_2017.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)).
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

### 2 Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under section 149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
  - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
  - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

### 3 Modern Slavery, Child Labour and Inhumane Treatment

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

- 3.1 The Supplier:
  - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
  - 3.1.2 shall not require any Supplier Staff to lodge deposits or identify papers with the employer and shall be free to leave their employer after reasonable notice;
  - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
  - 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world;
  - 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world;
  - 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
  - 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;



- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

## 4 Income Security

- 4.1 The Supplier shall:
  - 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
  - 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
  - 4.1.3 ensure all workers shall be provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
  - 4.1.4 not make deductions from wages:
    - (a) as a disciplinary measure
    - (b) except where permitted by law; or
    - (c) without expressed permission of the worker concerned;
  - 4.1.5 record all disciplinary measures taken against Supplier Staff; and
  - 4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

## 5 Working Hours

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

by individuals and by the Supplier Staff as a whole;

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



- 5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
- 5.3.1 this is allowed by national law;
  - 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;  
appropriate safeguards are taken to protect the workers' health and safety; and
  - 5.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

## 6 Sustainability

- 6.1 The Supplier shall meet the applicable Government Buying Standards applicable to Deliverables which is online at:  
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>
- 6.2 The Supplier shall In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Buyer (where the anticipated Charges in any Contract Year are above £5 million per annum (excluding VAT)), where related to and proportionate to the contract in accordance with PPN 06/21), publish and maintain a credible Carbon Reduction Plan in accordance with PPN 06/21.
- 6.3 The supplier will work collaboratively with the buyer throughout the duration of the contract to assist with evidencing point 12 of the Technology Code of Practice Make your technology sustainable - GOV.UK (www.gov.uk) for individual work packages where it is applicable, including developing plans showing how the delivery of this contract over time can increase sustainability by meeting the outcomes defined in the Greening Government ICT and Digital Services Strategy.



## 6. Joint Schedule 6 (Key Subcontractors)

### 1 Restrictions on certain subcontractors

- 1.1 The Supplier is entitled, unless the Buyer states to the contrary, to sub-contract its obligations under each Call-Off Contract to the Key Subcontractors set out in the Call-Off Order Form.
- 1.2 Subject to Paragraph 1.1, the Supplier is entitled to sub-contract some of its obligations under a Call-Off Contract to Key Subcontractors who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Subcontractor, it must obtain the prior written consent of the Buyer and the Supplier shall, at the time of requesting such consent, provide the Buyer with the information detailed in Paragraph 1.4. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. The Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
  - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
  - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and/or reasonable services to its other customers; and/or
  - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
  - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
  - 1.4.2 the name and details of the directors, employees, agents, consultants and contractors of the subcontractor engaged in the performance of the Supplier's obligations under the Contract. Details should include: name; role; email address; address; contract details; Worker Engagement Route – for example, employed by subcontractor; engaged via worker's intermediary e.g. PSC (i.e. a personal service company), engaged as an independent sole trader or employed by another entity in supply chain;
  - 1.4.3 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
  - 1.4.4 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's length" terms;
  - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and
  - 1.4.6 (where applicable) the Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.
- 1.5 If requested by CCS and/or the Buyer, within 10 Working Days, the Supplier shall also provide:
  - 1.5.1 a copy of the proposed Key Sub-Contract; and
  - 1.5.2 any further information reasonably requested by CCS and/or the Buyer.
- 1.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:



- 1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
- 1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;
- 1.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
- 1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;
- 1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Framework Contract in respect of:
  - (a) the data protection requirements set out in Clause 14 (Data protection);
  - (b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);
  - (c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
  - (d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
  - (e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
- 1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the buyer can end this contract) and 10.5 (When the supplier can end the contract) of this Contract; and
- 1.6.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer



## 7. Joint Schedule 7 (Financial Difficulties)

### 1 Definitions

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

Term	Definition
<b>“Accounting Reference Date”</b>	means in each year, the date to which each entity in the FDE Group prepares its annual audited financial statements;
<b>“Applicable Financial Indicators”</b>	means the financial indicators from Paragraph 5.1 of this Schedule which are to apply to the Monitored Suppliers as set out in Paragraph 6 of this Schedule;
<b>“Appropriate Accepted Mitigation”</b>	<p>means a mitigation to a Financial Distress Event as agreed between the Parties, as follows:</p> <p>(a) as at the Effective Date, as set out in Annex 2 of this Schedule; and</p> <p>(b) during the term of the Contract, as set out in Paragraph 3.4 of this Schedule.</p> <p>All Appropriate Accepted Mitigations, including any new or amended Appropriate Accepted Mitigations must be documented and recorded in a format and location agreed between the Parties</p>
<b>“Board”</b>	means the Supplier’s board of directors;
<b>“Board Confirmation”</b>	means written confirmation from the Board in accordance with Paragraph 8 of this Schedule;
<b>“Credit Rating Level”</b>	means a credit rating level as specified in Annex 1 of this Schedule;
<b>“Credit Rating Threshold”</b>	means the minimum Credit Rating Level for each entity in the FDE Group as set out in Annex 3 of this Schedule;
<b>“Financial Distress Event” or “FDE”</b>	means the occurrence of one or more events as listed in Paragraph 3.1 of this Schedule;
<b>“Financial Distress Event Group” or “FDE Group”</b>	means the Supplier, Key Sub-contractors, the Guarantor, the Supplier’s ultimate parent undertaking, Key Sub-contractors’ ultimate parent undertakings, and the Monitored Suppliers;
<b>“Financial Distress Service Continuity Plan”</b>	a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with the Contract in the event that a Financial Distress Event occurs. This plan should include what CCS or the Buyer would need to put in place to ensure performance and delivery of the Deliverables in accordance with this Contract up to and including any Insolvency Event in respect of the relevant FDE Group entity;



<b>“Financial Indicators”</b>	in respect of the Supplier, Key Sub-contractors, the Guarantor, the Supplier’s ultimate parent undertaking, the Key Sub-contractors’ ultimate parent undertakings, means each of the financial indicators set out at Paragraph 5.1 of this Schedule; and in respect of each Monitored Supplier, means those Applicable Financial Indicators;
<b>“Financial Target Thresholds”</b>	means the target thresholds for each of the Financial Indicators set out at Paragraph 5.1 of this Schedule;
<b>“Monitored Suppliers”</b>	means those entities specified at Paragraph 6 of this Schedule;
<b>“Primary Credit Ratings”</b>	means Dun and Bradstreet credit ratings;
<b>“Primary Credit Ratings Agency”</b>	means Company watch;
<b>“Rating Agencies”</b>	means the rating agencies listed in Annex 1 of this Schedule or such other rating agencies as CCS or the Buyer may decide to use;

### 1.1 When this Schedule applies

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

1.3 The terms of this Schedule shall survive termination or expiry of this Contract:

1.3.1 under the Central Delivery Management Services contract until the later of (a) the termination or expiry of the Central Delivery Management Services contract or (b) the latest date of termination or expiry of any Statement of Works entered into under the Central Delivery Management Services contract (which might be after the date of termination or expiry of the Central Delivery Management Services contract); and

1.3.2 under Statement of Works until the termination or expiry of any SOW.

### 2.1 WARRANTIES AND DUTY TO NOTIFY

2.2 The Supplier warrants and represents to CCS or the Buyer for the benefit of the Buyer that as at the Effective Date:

- (a) the long-term Primary Credit Ratings issued for each entity in the FDE Group by each of the Rating Agencies are as set out in Annex 3 of this Schedule; and
- (b) either:
  - (i) the financial position or, as appropriate, the financial performance of each of the Supplier, Guarantor, Supplier’s ultimate parent undertaking, Key Sub-contractors, and Key Subcontractors’ ultimate parent undertakings satisfies the Financial Target Thresholds, or
  - (ii) the relevant Appropriate Accepted Mitigations are in place.



- 2.2 The Supplier shall promptly notify (or shall procure that its auditors promptly notify) CCS and the Buyer in writing if there is any downgrade in the credit rating issued by the Primary Credit Ratings Agency for any entity in the FDE Group, which results in the level of risk being assessed as high or greater than average (and in any event within 5 Working Days of the occurrence of the downgrade). The categorisation of credit ratings by risk level is defined in Annex 1.
- 2.3 The Supplier shall:
- (a) regularly monitor the credit ratings of each entity in the FDE Group with the Primary Credit Ratings Agency;
  - (b) monitor and report on the Financial Indicators for each entity in the FDE Group against the Financial Target Thresholds at least quarterly from the effective date, and update the Financial Indicators when public information becomes available, and in any event, no less than once a year within 285 days after the Accounting Reference Date;
  - (c) provide regular updates to CCS and the Buyer on, as a minimum, the Primary Credit Ratings for each entity in the FDE Group;
  - (d) promptly notify (or shall procure that its auditors promptly notify) CCS and the Buyer in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event (and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event).; and
  - (e) ensure when complying with this Paragraph 2.3 that it complies with the law of England and Wales, including all market regulations and local law that applies to England and Wales.
- 2.4 For the purposes of determining whether a Financial Distress Event has occurred pursuant to the provisions of Paragraphs 3.1(a), the credit rating of an FDE Group entity shall be deemed to have dropped below the applicable Credit Rating Threshold if:
- (a) any of the Rating Agencies have given a Credit Rating Level for that entity which is below the applicable Credit Rating Threshold; or
  - (b) a Rating Agency that is specified as holding a Credit Rating Level for an entity as set out at Annex 3 of this Schedule ceases to hold or is unable to provide a Credit Rating Level for that entity, and the Supplier fails to provide an acceptable explanation to the Buyer.
- 2.5 Each report submitted by the Supplier pursuant to Paragraph 2.3(b) shall:
- (a) be a single report with separate sections for each of the FDE Group entities;



- (b) contain a sufficient level of information to reasonably enable the Buyer to verify the calculations that have been made in respect of the Financial Indicators;
- (c) include key financial, explanatory narrative, and other supporting information (including any accounts data that has been relied on) as separate annexes;
- (d) be based on the audited accounts or any other publicised financial information for the date or period on which the Financial Indicator is based or, where the Financial Indicator is not linked to an accounting period or an accounting reference date, on unaudited management accounts prepared in accordance with their normal timetable; and
- (e) include a history of the Financial Indicators reported by the Supplier in graph form to enable the Buyer to easily analyse and assess the trends in financial performance.

### **3 FINANCIAL DISTRESS EVENTS AND APPROPRIATE ACCEPTED MITIGATIONS**

3.1 The following shall be Financial Distress Events, unless an Appropriate Accepted Mitigation is in place:

- (a) the credit rating of an FDE Group entity dropping below the applicable Credit Rating Threshold;
- (b) an FDE Group entity issuing a profits warning to a stock exchange or making any other public announcement, in each case about a material deterioration in its financial position or prospects;
- (c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of an FDE Group entity;
- (d) an FDE Group entity committing a material breach of covenant to its lenders;
- (e) a Key Sub-contractor notifying CCS or the Buyer that the Supplier has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute;
- (f) any FDE Group entity extends the filing period for filing its accounts with the Registrar of Companies so that the filing period ends more than 9 months after its accounting reference date without an explanation to CCS or the Buyer which CCS or the Buyer (acting reasonably) consider to be adequate;
- (g) any FDE Group entity is late to file its annual accounts without a public notification or an explanation to CCS or the Buyer which CCS or the Buyer acting reasonably considers to be adequate;
- (h) the directors and/or external auditors of any FDE Group entity conclude that a material uncertainty exists in relation to that FDE Group entity's going concern in the annual report including a reasonable but plausible downside scenario. This includes, but is not limited to, commentary about liquidity and trading prospects in the reports from directors or external auditors;



- (i) any of the following:
  - (i) any FDE Group entity makes a public announcement which contains adverse commentary with regards to that FDE Group entity's liquidity and trading and trading prospects, such as but not limited to, a profit warning or ability to trade as a going concern;
  - (ii) commencement of any litigation against an FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;
  - (iii) non-payment by an FDE Group entity of any financial indebtedness;
  - (iv) any financial indebtedness of an FDE Group entity becoming due as a result of an event of default;
  - (v) the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity; or
  - (vi) the external auditor of an FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE entity,

in each case which CCS or the Buyer reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and delivery of the Deliverables in accordance with this Contract;

- (j) any one of the Financial Indicators set out at Paragraph 5 for any of the FDE Group entities failing to meet the required Financial Target Threshold; or
- (k) if a previously Appropriate Accepted Mitigation is no longer available for a particular FDE or is no longer sufficient to constitute an Appropriate Accepted Mitigation.

### 3.2 On the occurrence of an FDE pursuant to Paragraph 3.1(a) to (k):

- (a) the Supplier shall:
  - (i) notify CCS and the Buyer in accordance with Paragraph 2.3(d) above; and
  - (ii) provide to CCS and the Buyer in writing within 10 Working Days or as otherwise agreed between the Parties of the date on which the Supplier first becomes aware of the FDE or of the date on which CCS or the Buyer has brought the FDE to the Supplier's attention, its proposed mitigation; and
- (b) the Parties shall then discuss the proposed mitigation in good faith and CCS or the Buyer shall, as soon as practicable, either:



- (i) agree that the proposed mitigation constitutes an Appropriate Accepted Mitigation; or
- (ii) exercise its rights under Paragraph 4 of this Schedule.

3.3 Failure by CCS or the Buyer to exercise its rights under Paragraph 4 of this Schedule shall constitute acceptance of the Appropriate Accepted Mitigation, unless such failure was due to an act or omission of the Supplier.

3.4 For the purposes of this Paragraph 3 Appropriate Accepted Mitigations include:

(a) for the Supplier:

- (i) the existence of a valid Guarantee provided by a Parent Undertaking as Guarantor; and
- (ii) the Guarantor is not subject to an FDE for which there is no Appropriate Accepted Mitigation; and
- (iii) the Supplier's ultimate parent undertaking is not subject to an FDE for which there is no Appropriate Accepted Mitigation; and

(b) for Sub-contractors:

- (i) The existence of a valid Guarantee provided by a Parent Undertaking as Guarantor; and
- (ii) the Guarantor is not subject to an FDE for which there is no Appropriate Accepted Mitigation; and
- (iii) the Sub-contractor's ultimate parent undertaking is not subject to an FDE for which there is no Appropriate Accepted Mitigation; and

(c) for all entities within the FDE Group:

a mitigation that reduces the level of risk of the FDE to a level acceptable to CCS or the Buyer. This may include access to sufficient unused credit facilities or other risk mitigations, as listed in the Outsourcing Playbook '*Assessing and Monitoring the Economic and Financial Standing of Suppliers*' Guidance note available at:

[Assessing and monitoring the economic and financial standing of suppliers guidance note May 2021.pdf \(publishing.service.gov.uk\)](https://publishing.service.gov.uk/guidance/assessing-and-monitoring-the-economic-and-financial-standing-of-suppliers-guidance-note-may-2021).

3.5 All Appropriate Accepted Mitigations including any new or amended Appropriate Accepted Mitigations will be documented and recorded in a format and location agreed between the Parties (for example in a dedicated and access-controlled area of the Virtual Library).



#### 4 CONSEQUENCES OF FINANCIAL DISTRESS EVENTS

- 4.1 Immediately upon notification by the Supplier of a Financial Distress Event in accordance with Paragraph 2.3(d) (or if CCS or the Buyer becomes aware of a Financial Distress Event without notification and brings the event to the attention of the Supplier) and subject to Paragraph 3, the Supplier shall have the obligations and CCS and the Buyer shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.
- 4.2 In the event of the first instance within a rolling 3-month period, of a late or non-payment of a Key Sub-contractor pursuant to Paragraph 3.1, CCS and the Buyer shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier 10 Working Days to:
- (a) rectify such late or non-payment; or
  - (b) demonstrate to CCS and the Buyer's reasonable satisfaction that there is a valid reason for late or non-payment.
- 4.3 The Supplier shall (and shall procure that any Guarantor, Key Sub-contractor, Monitored Supplier, and any relevant Parent Undertaking (for the Supplier or a Key Sub-contractor) shall):
- (a) at the reasonable request of CCS or the Buyer, meet CCS or the Buyer as soon as reasonably practicable (and in any event within 3 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as CCS or the Buyer may permit and notify to the Supplier in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the Deliverables in accordance with this Contract; and
  - (b) where CCS or the Buyer reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3(a)) that the Financial Distress Event could impact on the continued performance and delivery of the Deliverables in accordance with this Contract:
    - (i) submit to CCS or the Buyer for its approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within 10 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as CCS or the Buyer may permit and notify to the Supplier in writing); and
    - (ii) to the extent that it is legally permitted to do so and subject to Paragraph 4.8, provide such information relating to the Supplier, Guarantor, Key Sub-contractor, Monitored Supplier, and any relevant Parent Undertaking (for the Supplier or a Key Sub-contractor), as CCS or the Buyer may reasonably require in order to understand the risk to the Deliverables, which may include without limitation forecasts in relation to cash flow, orders and profits and details of financial measures being considered to mitigate the impact of the Financial Distress Event and other information that might be price sensitive.



- 4.4 CCS or the Buyer shall not withhold its approval of a draft Financial Distress Service Continuity Plan unreasonably. If CCS or the Buyer does not approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS or the Buyer within 5 Working Days of the rejection of the first draft. This process shall be repeated until the Financial Distress Service Continuity Plan is either:
- (a) approved by CCS or the Buyer;
  - (b) referred, by notice sent by either Party to the other Party explaining why it thinks the Financial Distress Service Continuity Plan has not been approved, to commercial negotiation led by senior representatives who have Buyer to agree the Financial Distress Service Continuity Plan to be held within 28 days of the date of the notice; or
  - (c) finally rejected by CCS or the Buyer.
- 4.5 If CCS or the Buyer considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not ensure the continued performance of the Supplier's obligations in accordance with the Contract, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.
- 4.6 Following approval of the Financial Distress Service Continuity Plan by the CCS or Buyer, the Supplier shall:
- (a) on a regular basis (which shall not be less than fortnightly):
    - (i) review and make any updates to the Financial Distress Service Continuity Plan as the Supplier may deem reasonably necessary and/or as may be reasonably requested by CCS or the Buyer, so that the plan remains adequate, up to date and ensures the continued performance and delivery of the Deliverables in accordance with this Contract; and
    - (ii) provide a written report to CCS or the Buyer setting out its progress against the Financial Distress Service Continuity Plan, the reasons for any changes made to the Financial Distress Service Continuity Plan by the Supplier and/or the reasons why the Supplier may have decided not to make any changes;
  - (b) where updates are made to the Financial Distress Service Continuity Plan in accordance with Paragraph 4.6(a), submit an updated Financial Distress Service Continuity Plan to CCS and the Buyer for its approval, and the provisions of Paragraphs 4.4 and 4.5 shall apply to the review and approval process for the updated Financial Distress Service Continuity Plan; and



- (c) comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event under Paragraph 4.1 (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and the Buyer and the Parties may agree that the Supplier shall be relieved of its obligations under Paragraph 4.6.
- 4.8 The Supplier shall use reasonable endeavours to put in place the necessary measures to ensure that the information specified at Paragraph 4.3(b)(ii) is available when required and on request from CCS and the Buyer and within reasonable timescales. Such measures may include:
- (a) obtaining in advance written confirmation from Key Sub-contractors, the Guarantor, Monitored Suppliers, and any relevant Parent Undertaking (for the Supplier or a Key Sub-contractor) authorising the disclosure of the information to the CCS and Buyer and/or entering into confidentiality agreements which permit disclosure;
  - (b) agreeing in advance with CCS and the Buyer, the Key Sub-contractors, the Guarantor Monitored Suppliers, and any relevant Parent Undertaking (for the Supplier or a Key Sub-contractor) a form of confidentiality agreement to be entered by the relevant parties to enable the disclosure of the information to the CCS and the Buyer;
  - (c) putting in place any other reasonable arrangements to enable the information to be lawfully disclosed to the CCS and the Buyer (which may include (without limitation) making information available to nominated CCS and Buyer personnel through confidential arrangements, subject to their consent); and
  - (d) disclosing the information to the fullest extent that it is lawfully entitled to do so, including through the use of redaction, anonymisation and any other techniques to permit disclosure of the information without breaching a duty of confidentiality.

## 5 FINANCIAL INDICATORS

- 5.1 Subject to the calculation methodology set out at Annex 4 of this Schedule, the Financial Indicators and the corresponding calculations and thresholds used to determine whether a Financial Distress Event has occurred in respect of those Financial Indicators, shall be as follows:

Financial Indicator	Calculation 1	Financial Target Threshold:	Monitoring and Reporting Frequency (if different from the default position set out in Paragraph 2.3(b))
---------------------	---------------	-----------------------------	---------------------------------------------------------------------------------------------------------



1. The higher of (a) the Operating Margin for the most recent 12-month period and (b) the average Operating Margin for the last two 12-month periods	Operating Margin = Operating Profit / Revenue	> 5%	Tested and reported at least quarterly in arrears based on the latest publicly available information. Calculation as a minimum should be updated within 285 days of each Accounting Reference Date based upon figures for the 12 months ending on the relevant accounting reference date.
2. Net Debt to EBITDA Ratio	Net Debt to EBITDA ratio = Net Debt / EBITDA	< 3.5 times	Tested and reported at least quarterly in arrears based on latest publicly available information. Calculation as a minimum should be updated within 285 days of each accounting reference date based upon EBITDA for the 12 months ending on, and Net Debt at, the relevant accounting reference date
3. Net Debt + Net Pension Deficit to EBITDA ratio	Net Debt + Net Pension Deficit to EBITDA Ratio = (Net Debt + Net Pension Deficit) / EBITDA	< 5 times	Tested and reported quarterly in arrears based on latest publicly available information. Calculation as a minimum should be updated within 285 days of each accounting reference date based upon EBITDA for the 12 months ending on, and the Net Debt and Net Pension Deficit at, the relevant accounting reference date.
4. Net Interest Cover	Net Interest Payable Cover = Earnings Before Interest and Tax / Net Interest Payable	> 3 times	Tested and reported at least quarterly in arrears based on latest publicly available information. Calculation as a minimum should be updated within 285 days of each accounting reference date based upon figures for the 12 months ending on the relevant accounting reference date.
5. Current Ratio	Current Ratio = Current Assets / Current Liabilities	> 1 times	Tested and reported quarterly in arrears based on latest publicly available information. Calculation as a minimum should be updated within 285 days of each accounting reference date based upon figures at the relevant accounting reference date.



6. Net Asset value	Net Asset Value = Net Assets	> £0	Tested and reported quarterly in arrears based on latest publicly available information. Calculation as a minimum should be updated within 285 days of each accounting reference date based upon figures at the relevant accounting reference date.
7. Group Exposure Ratio	Group Exposure Ratio = $\frac{\text{Current Assets} - \text{Group Assets} - \text{Current Liabilities}}{\text{Current Assets}}$	> £0 If lower a PCG may be required	Tested and reported quarterly in arrears based on the latest publicly available information. Calculation as a minimum should be updated within 285 days of each accounting reference date based upon figures at the relevant accounting reference date.

**Key: <sup>1</sup> – See Annex 4 of this Schedule which sets out the calculation methodology to be used in the calculation of each Financial Indicator.**

## **MONITORED SUPPLIERS**

5.2 Monitored Suppliers shall be designated at contract signature.

5.3 A Monitored Supplier could include any Sub-contractor that is not a Key Subcontractor, which in the opinion of CCS or the Buyer, performs (or would perform if appointed) a role:

- (a) in the provision of all or any part of the Deliverables that is such that the discontinued provision of that role would be detrimental to the ability of the Supplier to deliver the Deliverables to its established performance standards; and/or
- (b) in the provision of all or any part of the deliverables that is such that the discontinued provision of that role may affect the Supplier's financial stability; and/or
- (c) for which it would be difficult for the Supplier to find a replacement Sub-contractor within a reasonable time.





## **TERMINATION RIGHTS**

- 5.4 CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Order Contracts for material Default if under Clause 14.4.2 if:
- (a) the Supplier fails to notify the Buyer of a Financial Distress Event in accordance with Paragraph 2.3(c);
  - (b) the supplier fails to comply with any part of Paragraph 4.3;
  - (c) the Buyer finally rejects a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.4 to 4.5; and/or
  - (d) the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6(c).

If the Contract is terminated in accordance with Paragraph 5.1, Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

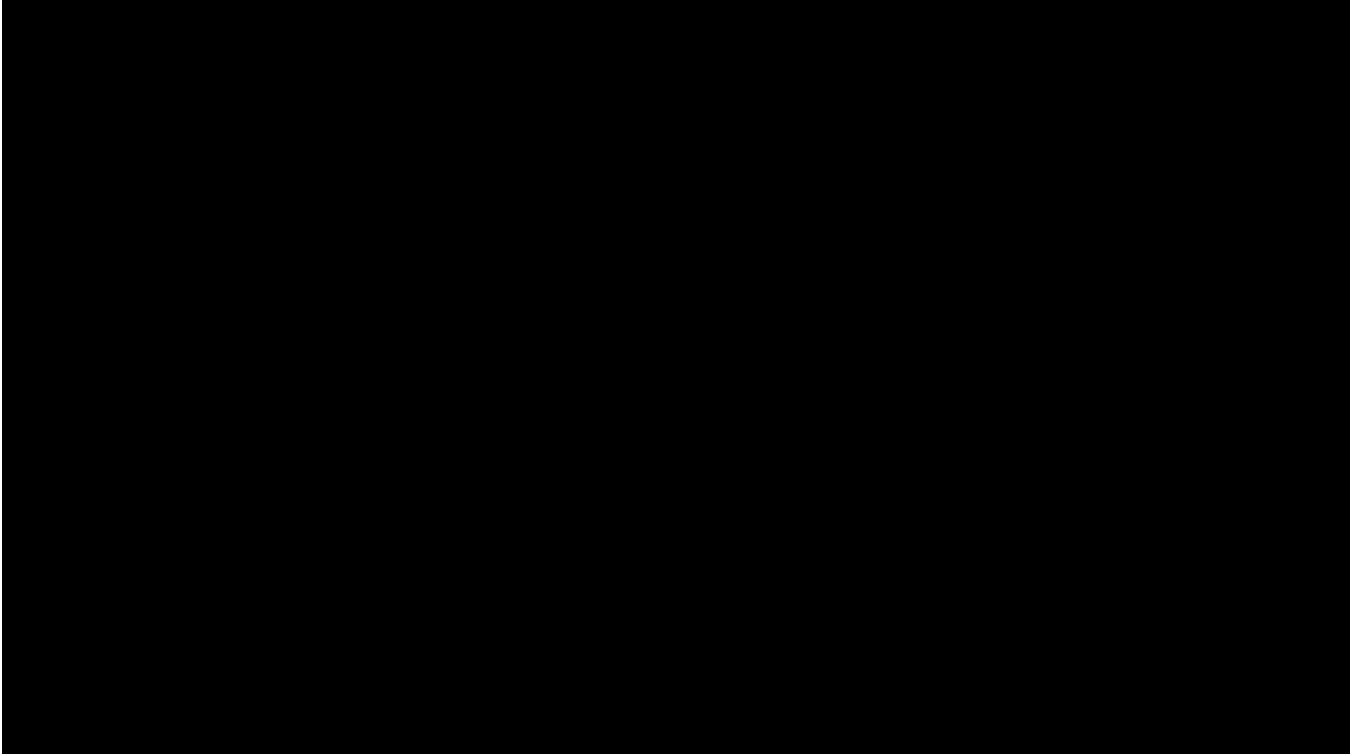
## **BOARD CONFIRMATION**

- 5.5 The Supplier, subject to Paragraph 8.4 of this Schedule, shall within 120 days after each Accounting Reference Date or within 15 months of the previous Board Confirmation (whichever is the earlier) provide a Board Confirmation to the Buyer in the form set out at Annex 5 of this Schedule, confirming that to the best of the Board's knowledge and belief, it is not aware of and has no knowledge:
- (a) that a Financial Distress Event has occurred since the later of the Effective Date or the previous Board Confirmation or is subsisting; or
  - (b) of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event.
- 5.6 The Supplier shall ensure that in its preparation of the Board Confirmation it exercises due care and diligence and has made reasonable enquiry of all relevant Supplier Personnel and other persons as is reasonably necessary to understand and confirm the position.
- 5.7 In respect of the first Board Confirmation to be provided under this Contract, the Supplier shall provide the Board Confirmation within 15 months of the Effective Date if earlier than the timescale for submission set out in Paragraph 8.1 of this Schedule.



- 5.8 Where the Supplier is unable to provide a Board Confirmation in accordance with Paragraphs 8.1 to 8.3 of this Schedule due to the occurrence of a Financial Distress Event or knowledge of subsisting matters which could reasonably be expected to cause a Financial Distress Event, it will be sufficient for the Supplier to submit in place of the Board Confirmation, a statement from the Board of Directors to the Buyer (and where the Supplier is a Strategic Supplier, the Supplier shall send a copy of the statement to the Cabinet Office Markets and Suppliers Team) setting out full details of any Financial Distress Events that have occurred and/or the matters which could reasonably be expected to cause a Financial Distress Event.





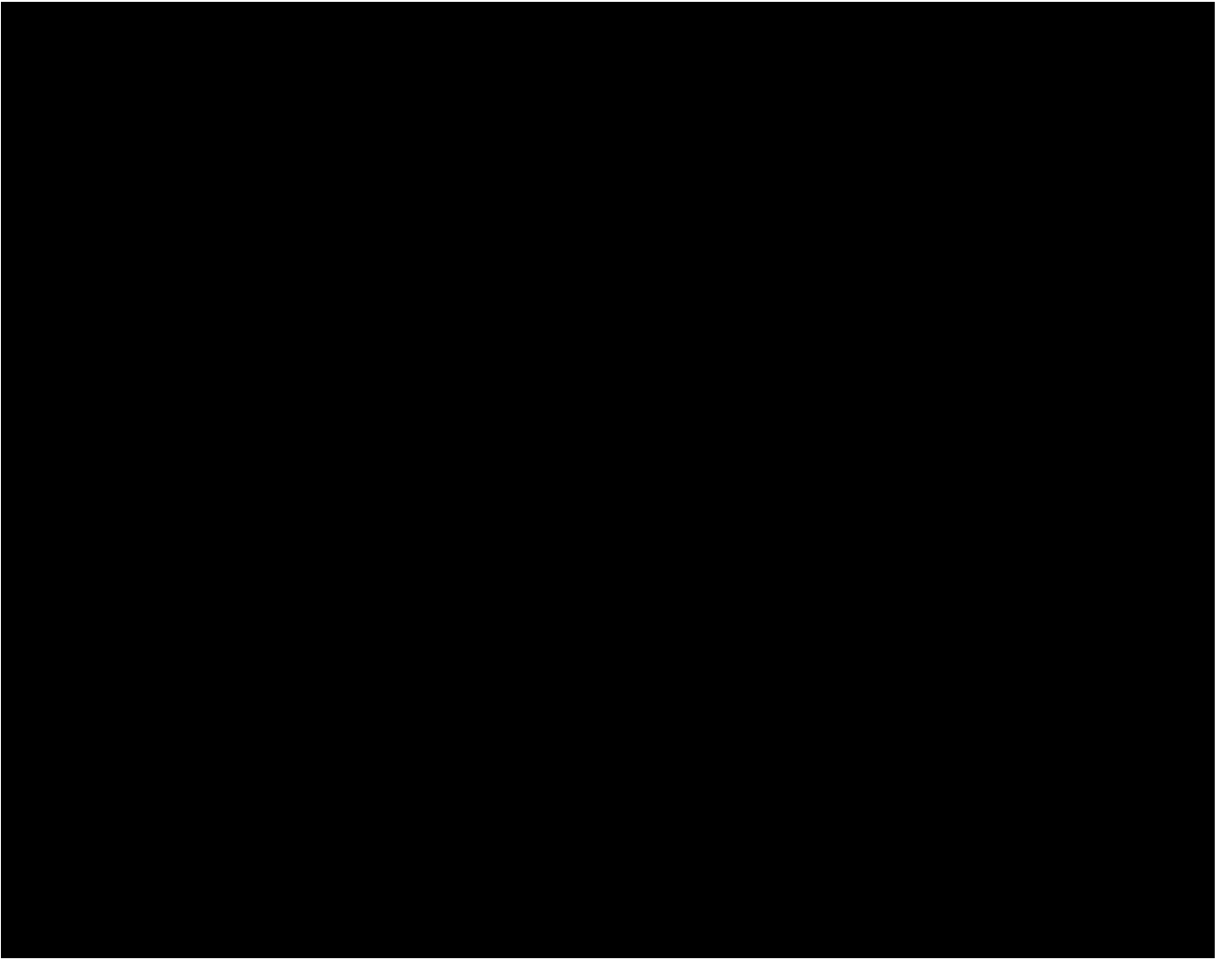


## **ANNEX 2: APPROPRIATE ACCEPTED MITIGATIONS**

1. As at the Effective Date, the Parties agree that the following is an Appropriate Accepted Mitigation:

With reference to Paragraph 3.1(j) of this Schedule, the provision of a guarantee by the Guarantor, as referred to in the Order Form.







## **ANNEX 4: Calculation Methodology for Financial Indicators**

The Supplier shall ensure that it uses the following general and specific methodologies for calculating the Financial Indicators against the Financial Target Thresholds:

### **General methodology**

1. **Terminology:** The terms referred to in this Annex are those used by UK companies in their financial statements. Where the entity is not a UK company, the corresponding items should be used even if the terminology is slightly different (for example a charity would refer to a surplus or deficit rather than a profit or loss).
2. **Groups:** Where the entity is the holding company of a group and prepares consolidated financial statements, the consolidated figures should be used.
3. **Foreign currency conversion:** Figures denominated in foreign currencies should be converted at the exchange rate in force at the relevant date for which the Financial Indicator is being calculated.
4. **Treatment of non-underlying items:** Financial Indicators should be based on the figures in the financial statements before adjusting for non-underlying items.

### **Specific Methodology**

Financial Indicator	Specific Methodology
1. <u>Operating Margin</u>	<p>The elements used to calculate the Operating Margin should be shown on the face of the Income Statement (or Statement of Financial Activities) in a standard set of financial statements.</p> <p>Operating Profit is to exclude exceptional items, such as restructuring costs or impairments, and to include any share of Subsidiaries' Operating Profit.</p> <p>Where an entity has an operating loss (i.e. where the operating profit is negative), Operating Profit should be taken to be zero.</p> <p>For Charities Operating Profit would be Net Income or Expenditure after Charitable Activities / Income</p>



## 2. Net Debt to EBITDA Ratio

*“Net Debt” = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents*

*“EBITDA” = Operating profit + Depreciation charge + Amortisation charge. EBITDA is to exclude exceptional items, such as restructuring costs or impairments, and to include any share of Subsidiaries’ EBITDA.*

The majority of the elements used to calculate the Net Debt to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement (or Statement of Financial Activities) and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.

- Net Debt: The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest-bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members.

Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.

Cash and cash equivalents should include short-term financial investments shown in current assets.

Where Net debt is negative (i.e. an entity has net cash), the relevant Financial Target Threshold should be treated as having been met.

EBITDA: Operating profit should be shown on the face of the Income Statement (or Statement of Financial Activities) and, for the purposes of calculating this Financial Indicator. *The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts. Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless Net Debt is also negative, in which case the relevant Financial Target Threshold should be treated as having been met).*

For Charities Operating Profit would be Net Income or Expenditure after Charitable Activities / Income



<p>3. [Net Debt + Net Pension Deficit to EBITDA ratio]</p>	<p><i>“Net Debt” = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents</i></p> <p><i>“Net Pension Deficit” = Retirement Benefit Obligations – Retirement Benefit Assets</i></p> <p><i>“EBITDA” = Operating profit + Depreciation charge + Amortisation charge. EBITDA is to exclude exceptional items, such as restructuring costs or impairments, and to include any share of Subsidiaries’ EBITDA.</i></p> <p>The majority of the elements used to calculate the Net Debt + Net Pension Deficit to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement (or Statement of Financial Activities) and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.</p> <ul style="list-style-type: none"> <li>• <u>Net Debt</u>: The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest-bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but <i>not</i> non-designated hedges). Borrowings should also include balances owed to other group members. Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing. Cash and cash equivalents should include short-term financial investments shown in current assets.</li> <li>• <u>Net Pension Deficit</u>: Retirement Benefit Obligations and Retirement Benefit Assets may be shown on the face of the Balance Sheet or in the notes to the financial statements. They may also be described as pension benefits / obligations, post-employment obligations or other similar terms. Where ‘Net Debt + Net Pension Deficit’ is negative, the relevant Financial Target Threshold should be treated as having been met.</li> <li>• <u>EBITDA</u>: Operating profit should be shown on the face of the Income Statement (or Statement of Financial Activities) and, for the purposes of calculating this Financial Indicator.</li> </ul>
------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



Financial Indicator	Specific Methodology
	<p>The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts.</p> <p>Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless 'Net Debt + Net Pension Deficit' is also negative, in which case the relevant Financial Target Threshold should be regarded as having been met).</p> <p>For Charities Operating Profit would be Net Income or Expenditure after Charitable Activities / Income</p>
4. Net Interest Payable Cover	<p><i>"Earnings Before Interest and Tax" = Operating profit</i></p> <p><i>"Net Interest Payable" = Interest payable – Interest receivable</i></p> <p>Operating profit should be shown on the face of the Income Statement (or Statement of Financial Activities) in a standard set of financial statements. Operating Profit is to exclude exceptional items, such as restructuring costs or impairments, and to include any share of Subsidiaries' Operating Profit</p> <p>Interest receivable and interest payable should be shown on the face of the Cash Flow statement.</p> <p>Where Net interest payable is negative (i.e. the entity has net interest receivable), the relevant Financial Target Threshold should be treated as having been met.</p> <p>For Charities Operating Profit would be Net Income or Expenditure after Charitable Activities / Income</p>
5. Current Ratio	<p>All elements that are used to calculate the Current Ratio are available on the face of the Balance Sheet in a standard set of financial statements.</p>



Financial Indicator	Specific Methodology
6. Net Asset value	<p>Net Assets are shown (but sometimes not labelled) on the face of the Balance Sheet of a standard set of financial statements. Net Assets are sometimes called net worth or 'Shareholders' Funds'. They represent the net assets available to the shareholders. Where an entity has a majority interest in another entity in which there are also minority or non-controlling interests (i.e. where it has a subsidiary partially owned by outside investors), Net Assets should be taken inclusive of minority or non-controlling interests (as if the entity owned 100% of such entity).</p> <p>For Charities Net Assets would be Total Charity Funds</p>
7. Group Exposure Ratio	<p><i>"Group Assets" = Current and Non-Current Balances owed by Group Undertakings</i></p> <p><u>Group Exposure</u>: Balances owed by (i.e. receivable from) Group Undertakings are shown within Non-Current assets or Current assets either on the face of the Balance Sheet or in the relevant notes to the financial statements. In many cases there may be no such balances, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group.</p> <p><u>Current Assets &amp; Current Liabilities</u>: Both Current assets and Current Liabilities are shown on the face of the Balance Sheet</p>



**ANNEX 5: BOARD CONFIRMATION**

**Supplier Name:**

**Contract Reference Number:**

The Board of Directors acknowledge the requirements set out at Paragraph 8 of Joint Schedule 7 (Financial Difficulties]) and confirm that the Supplier has exercised due care and diligence and made reasonable enquiry of all relevant Supplier Staff and other persons as is reasonably necessary to enable the Board to prepare this statement.

The Board of Directors confirms, to the best of its knowledge and belief, that as at the date of this Board Confirmation it is not aware of and has no knowledge:

1. that a Financial Distress Event has occurred since the later of the previous Board Confirmation and the Effective Date or is subsisting; or
2. of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event

On behalf of the Board of Directors:

Chair .....

Signed .....

Date .....

Director .....

Signed .....

Date .....



## 8. Joint Schedule 8 (Guarantee)

### 1 Definitions

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

Term	Definition
<b>Guarantee</b>	a deed of guarantee from the Guarantor in favour of a Buyer in the form set out in Annex 1 to this Schedule;
<b>Guarantor</b>	the person that the Supplier relied upon to meet the economic and financial standing requirements of the selection stage of the procurement process for the Framework Contract; and
<b>Letter of Intent to Guarantee</b>	the letter from the Guarantor to CCS to confirm that the Guarantor will enter into each Guarantee in the form set out in Annex 2 to this Schedule.

### 2 Obligation to Provide Guarantee

- 2.1 Where CCS has notified the Supplier that the award of the Framework Contract is conditional upon the availability of a Guarantee for each Call-Off Contract:
- 2.1.1 as a condition for the award of the Framework Contract, the Supplier must have delivered to CCS within 30 days of a request by CCS:
- 2.1.1.1 an executed Letter of Intent to Guarantee from the Guarantor; and
- 2.1.1.2 a certified copy extract of the board minutes and/or resolution of the Guarantor approving the intention to enter into a Letter of Intent to Guarantee in accordance with the provisions of this Schedule; and
- 2.1.2 on demand from a Buyer, the Supplier must procure a Guarantee in accordance with Paragraph 2.4 below.
- 2.2 If the Supplier fails to deliver any of the documents required by Paragraph 2.1.1 above within 30 days of request then:
- 2.2.1 CCS may terminate this Framework Contract; and
- 2.2.2 each Buyer may terminate any or all of its Call-Off Contracts, in each case as a material Default of the Contract for the purposes of Clause 10.4.1(d) of the Core Terms.
- 2.3 Where the CCS has received a Letter of Intent to Guarantee from the Guarantor pursuant to Paragraph 2.1.1, CCS may terminate this Framework Contract as a material Default of the Contract for the purposes of Clause 10.4.1(d) of the Core Terms where:
- 2.3.1 the Guarantor withdraws or revokes the Letter of Intent to Guarantee in whole or in part for any reason whatsoever;
- 2.3.2 the Letter of Intent to Guarantee becomes invalid or unenforceable for any reason whatsoever;
- 2.3.3 the Guarantor refuses to enter into a Guarantee in accordance with Paragraph 2.1.2 above; or



- 2.3.4 an Insolvency Event occurs in respect of the Guarantor, and in each case the Letter of Intent to Guarantee is not replaced by an alternative commitment to make resources available acceptable to CCS.
- 2.4 Where a Buyer has notified the Supplier that the award of the Call-Off Contract by the Buyer shall be conditional upon receipt of a valid Guarantee, then, on or prior to the execution of the Call-Off Contract, as a condition precedent of that Call-Off Contract, the Supplier shall deliver to the Buyer by the date so specified by the Buyer:
  - 2.4.1 an executed Guarantee; and
  - 2.4.2 a certified copy extract of the board minutes and/or resolution of the Guarantor approving the execution of the Guarantee.
- 2.5 Where a Buyer has procured a Guarantee under Paragraph 2.4 above, the Buyer may terminate the Call-Off Contract for as a material Default of the Contract for the purposes of Clause 10.4.1(d) of the Core Terms where:
  - 2.5.1 the Guarantor withdraws the Guarantee in whole or in part for any reason whatsoever;
  - 2.5.2 the Guarantor is in breach or anticipatory breach of the Guarantee;
  - 2.5.3 an Insolvency Event occurs in respect of the Guarantor;
  - 2.5.4 the Guarantee becomes invalid or unenforceable for any reason whatsoever; or
  - 2.5.5 the Supplier fails to provide any of the documentation required by Paragraph 2.4 by the date so specified by the Buyer, and in each case the Guarantee is not replaced by an alternative guarantee agreement acceptable to the Buyer.



## 1. **Annex 1: Form of Guarantee**

**[Guidance Note:** this is the draft form of guarantee to be used to procure a Guarantee, and so it will need to be amended to reflect the Beneficiary's requirements.]

### **Deed of Guarantee**

#### **Provided by**

**[Insert** name of the Guarantor]

#### **For the benefit of**

**[Insert** name of the Beneficiary]



## Deed of Guarantee

This Deed of Guarantee is made the day of 20[ ].

Provided by:

[Insert the name of the Guarantor] [a company incorporated in England and Wales] with number [insert company no.] whose registered office is at [insert details of the Guarantor's registered office here] [OR] [a company incorporated under the laws of [insert country], registered in [insert country] with number [insert number] at [insert place of registration], whose principal office is at [insert office details] ("**Guarantor**")

### Whereas:

- (a) The Guarantor has agreed, in consideration of the Beneficiary entering into the Guaranteed Agreement with the Supplier, to guarantee all of the Supplier's obligations under the Guaranteed Agreement.
- (b) It is the intention of the Guarantor that this document be executed and take effect as a deed.

Now in consideration of the Beneficiary entering into the Guaranteed Agreement, the Guarantor hereby agrees for the benefit of the Beneficiary as follows:

## 1 Definitions and interpretation

In this Deed of Guarantee:

- 1.1 unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Guaranteed Agreement;
- 1.2 the words and phrases below shall have the following meanings:  
**[Guidance Note:** Insert and/or settle Definitions, including from the following list, for the Guarantee]

Term	Definition
<b>Beneficiary(s)</b>	means [all Buyers under the Call-Off Contracts] [insert name of the Buyer with whom the Supplier enters into a Call-Off Contract] and "Beneficiaries" shall be construed accordingly;
<b>Call-Off Contract</b>	has the meaning given to it in the Framework Contract;
<b>Framework Contract</b>	means the framework contract [insert RM number and name of the framework] between the Minister for the Cabinet Office represented by its executive agency the Crown Commercial Service and the Supplier;
<b>Guaranteed Agreement</b>	means [each Call-Off Contract] [the Call-Off Contract] made between the Beneficiary and the Supplier [from time to time] [on insert date];
<b>Guaranteed Obligations</b>	means all obligations and liabilities of the Supplier to the Beneficiary under a Guaranteed Agreement together with all obligations owed by the Supplier to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to a Guaranteed



	Agreement; and
<b>Supplier</b>	means <b>[Insert</b> the name, address and registration number of the Supplier as each appears in the Framework Award Form].

- 1.3 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to a Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;
- 1.4 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;
- 1.5 references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
- 1.6 the words "other" and "otherwise" are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;
- 1.7 unless the context otherwise requires, reference to a gender includes the other gender and the neuter;
- 1.8 unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;
- 1.9 unless the context otherwise requires, any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
- 1.10 references to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee; and
- 1.11 references to liability are to include any liability whether actual, contingent, present or future.

## 2 Guarantee and indemnity

- 2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.
- 2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor.
- 2.3 If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:
- 2.3.1 fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and



- 2.3.2 as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Supplier under the Guaranteed Agreement.
- 2.4 As a separate and independent obligation and liability from its obligations and liabilities under Clauses 2.1 to 2.3 above, the Guarantor as a primary obligor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

### 3 Obligation to enter into a new contract

- 3.1 If the Guaranteed Agreement is terminated for any reason, whether by the Beneficiary or the Supplier, or if the Guaranteed Agreement is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary enter into a contract with the Beneficiary in terms mutatis mutandis the same as the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.

### 4 Demands and notices

- 4.1 Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:
- [Insert Address of the Guarantor in England and Wales]  
 [Insert Facsimile Number]  
 For the Attention of [Insert details]  
 or such other address in England and Wales or facsimile number as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address or facsimile number for the receipt of such demands or notices.
- 4.2 Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:
- 4.2.1 if delivered by hand, at the time of delivery; or
- 4.2.2 if posted, at 10.00am on the second Working Day after it was put into the post; or
- 4.2.3 if sent by facsimile, at the time of despatch, if despatched before 5.00 p.m. on any Working Day, and in any other case at 10.00am on the next Working Day.
- 4.3 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery



letter, or that the facsimile message was properly addressed and despatched, as the case may be.

- 4.4 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

## 5 Beneficiary's protections

- 5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.
- 5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:
- 5.2.1 it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;
- 5.2.2 it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Beneficiary, the Guarantor or any other person;
- 5.2.3 if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and
- 5.2.4 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.
- 5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach or non performance by the Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation.
- 5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.
- 5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.



- 5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.
- 5.8 The Guarantor shall afford any auditor of the Beneficiary appointed under the Guaranteed Agreement access to such records and accounts at the Guarantor's premises and/or provide such records and accounts or copies of the same, as may be required and agreed with any of the Beneficiary's auditors from time to time, in order that the Auditor may identify or investigate any circumstances which may impact upon the financial stability of the Guarantor.

## 6 Guarantor intent

Without prejudice to the generality of Clause 5 (Beneficiary's protections), the Guarantor expressly confirms that it intends that this Deed of Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Guaranteed Agreement and any associated fees, costs and/or expenses.

## 7 Rights of subrogation

- 7.1 The Guarantor shall, at any time when there is any default in the performance of any of the Guaranteed Obligations by the Supplier and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:
- 7.1.1 of subrogation and indemnity;
- 7.1.2 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier's obligations; and
- 7.1.3 to prove in the liquidation or insolvency of the Supplier,
- only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor hereby acknowledges that it has not taken any security from the Supplier and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this Clause on trust for the Beneficiary.

## 8 Deferral of rights

- 8.1 Until all amounts which may be or become payable by the Supplier under or in connection with the Guaranteed Agreement have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:
- 8.1.1 exercise any rights it may have to be indemnified by the Supplier;



- 8.1.2 claim any contribution from any other guarantor of the Supplier's obligations under the Guaranteed Agreement;
- 8.1.3 take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement;
- 8.1.4 demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Supplier; or
- 8.1.5 claim any set-off or counterclaim against the Supplier;
- 8.2 If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause 8, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.

## 9 Representations and warranties

- 9.1 The Guarantor hereby represents and warrants to the Beneficiary that:
  - 9.1.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;
  - 9.1.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;
  - 9.1.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including, without limitation entry into and performance of a contract pursuant to Clause 3, have been duly authorised by all necessary corporate action and do not contravene or conflict with:
    - 9.1.3.1 the Guarantor's memorandum and articles of association or other equivalent constitutional documents;
    - 9.1.3.2 any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or
    - 9.1.3.3 the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;
  - 9.1.4 all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and
  - 9.1.5 this Deed of Guarantee is the legal, valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

## 10 Payments and set-off

- 10.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the



Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.

- 10.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.
- 10.3 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

## **11 Guarantor's acknowledgement**

- 11.1 The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.

## **12 Assignment**

- 12.1 The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.
- 12.2 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed of Guarantee.

## **13 Severance**

- 13.1 If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

## **14 Third party rights**

- 14.1 Other than the Beneficiary, a person who is not a Party to this Deed of Guarantee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

## **15 Survival**

- 15.1 This Deed of Guarantee shall survive termination or expiry of the Guaranteed Agreement.

## **16 Governing law**

- 16.1 This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.
- 16.2 The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.



16.3 Nothing contained in this Clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).

16.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

**[Guidance Note:** Include the above provision when dealing with the appointment of English process agent by a non English incorporated Guarantor]

16.5 [The Guarantor hereby irrevocably designates, appoints and empowers [the Supplier] [a suitable alternative to be agreed if the Supplier's registered office is not in England or Wales] either at its registered office or on facsimile number [insert fax no.] from time to time to act as its authorised agent to receive notices, demands, service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Beneficiary in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the service of notices and demands, service of process or any other legal summons served in such way.]

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

**[Insert name of the Guarantor] acting by [Insert/print names]**

Director

Director/Secretary



## 9. Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Default:		[Guidance: Explain the Default, with clear Schedule, Clause and Paragraph references as appropriate]	
Deadline for receiving the [Revised] Rectification Plan:		[add date (minimum 10 days from request)]	
Signed by [CCS/Buyer]:		Date:	
Supplier [Revised] Rectification Plan			
Cause of the Default		[add cause]	
Anticipated impact assessment:		[add impact]	
Actual effect of Default:		[add effect]	
Steps to be taken to rectification:		Steps	Timescale
		1.	[date]
		2.	[date]
		3.	[date]
		4.	[date]
		[...]	[date]
Timescale for complete rectification of Default		[X] Working Days	
Steps taken to prevent recurrence of Default		Steps	Timescale
		1.	[date]
		2.	[date]
		3.	[date]
		4.	[date]
		[...]	[date]
Signed by the Supplier:		Date:	
Review of Rectification Plan [CCS/Buyer]			
Outcome of review		[Plan Accepted] [Plan Rejected] [Revised Plan Requested]	
Reasons for rejection (if applicable)		[add reasons]	
Signed by [CCS/Buyer]		Date:	



## 10. Joint Schedule 11 (Processing Data)

### Definitions

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

Term	Definition
<b>Processor Personnel</b>	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.

### Status of the Controller

- 2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:
- (a) "Controller" in respect of the other Party who is "Processor";
  - (b) "Processor" in respect of the other Party who is "Controller";
  - (c) "Joint Controller" with the other Party;
  - (d) "Independent Controller" of the Personal Data where the other Party is also "Controller",
- in respect of certain Personal Data under a Contract and shall specify in Annex 1 (Processing Personal Data) which scenario they think shall apply in each situation.

### Where one Party is Controller and the other Party its Processor

- 3 Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (Processing Personal Data) by the Controller.
- 4 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 5 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
- (a) a systematic description of the envisaged Processing and the purpose of the Processing;
  - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 6 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (Processing Personal Data), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;



- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
    - (i) nature of the data to be protected;
    - (ii) harm that might result from a Personal Data Breach;
    - (iii) state of technological development; and
    - (iv) cost of implementing any measures;
  - (c) ensure that:
    - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (Processing Personal Data));
    - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
      - A. are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (Data protection), 15 (What you must keep confidential) and 16 (When you can share information) of the Core Terms;
      - B. are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
      - C. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
      - D. have undergone adequate training in the use, care, protection and handling of Personal Data;
  - (d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
    - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
    - (ii) the Data Subject has enforceable rights and effective legal remedies;
    - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
    - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
  - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 7 Subject to Paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;



- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Personal Data Breach.
- 8 The Processor's obligation to notify under Paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
- 9 Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
  - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 10 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
  - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
  - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 11 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 12 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 13 Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Subprocessor and Processing;
  - (b) obtain the written consent of the Controller;
  - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
  - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 14 The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.



- 15 The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- 16 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

### **Where the Parties are Joint Controllers of Personal Data**

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

### **Independent Controllers of Personal Data**

- 18 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
- 19 Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- 20 Where a Party has provided Personal Data to the other Party in accordance with Paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- 21 The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
- 22 The Parties shall only provide Personal Data to each other:
  - (a) to the extent necessary to perform their respective obligations under the Contract;
  - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
  - (c) where it has recorded it in Annex 1 (Processing Personal Data).
- 23 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
- 24 A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
- 25 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract ("Request Recipient"):



- (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
  - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
    - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
    - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 26 Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
  - (b) implement any measures necessary to restore the security of any compromised Personal Data;
  - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
  - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 27 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (Processing Personal Data).
- 28 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (Processing Personal Data).
- 29 Notwithstanding the general application of Paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with Paragraphs 18 to 28 of this Joint Schedule 11.



## Annex 1: Processing Personal Data

- 1 This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.
- 1.1 The contact details of the Relevant Authority's Data Protection Officer are:
- 1.2 The contact details of the Supplier's Data Protection Officer are:
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b>  The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> <li><i>Data within the Buyer's Poise network environment may include, but not limited to, data related to nominated Buyer Staff (including volunteers, agents, and temporary workers), customers/ clients, citizens, suppliers, users etc: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.</i></li> </ul> <p><b>The Supplier is Controller and the Relevant Authority is Processor</b>  <i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 3 to paragraph 16 of the following Personal Data:</i></p> <ul style="list-style-type: none"> <li><i>Personal data regarding the staff (permanent and contractor) being supplier to the Buyer to deliver the contract.</i></li> </ul> <p><b>The Parties are Joint Controllers</b>  <i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> <li><i>N/A</i></li> </ul> <p><b>The Parties are Independent Controllers of Personal Data</b>  <i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p>



	<ul style="list-style-type: none"> <li>• <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i></li> <li>• <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</i></li> <li>• <i>Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority.</i></li> </ul>
Duration of the Processing	<p>The Processing of Personal Data within the Buyer's Poise network environment by the Supplier shall be within the Call-Off Contract period as stated in Part A - Order Form.</p> <p>The processing of Personal Information by the Buyer shall be within the Call-Off Contract period as stated in Part A - Order Form.</p>
Nature and purposes of the Processing	<p>The nature of the Supplier Processing means any operation such as accessing, collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose of the Supplier Processing might include the specified Services as stated in Call-Off Contract information including the main outcomes, responsibilities and key deliverables of the applications remediation supplier services, employment processing, statutory obligation, recruitment assessment etc.</p> <p>The purpose of the Buyer Processing might include the management of personal data transferred to the Buyer for processing of Security and Vetting requirements. The Supplier provides PII to the Buyer solely for the purpose of temporary employment processing and to verify that Supplier staff meet the clients vetting and Security Clearance requirements. The Supplier will supply this data in electronic form and PII data will be transferred using a suitable level of encryption for the processor.</p>



Type of Personal Data	<p>Examples of Personal Data within the Buyer's Poise network environment may include, but not limited to, data related to nominated Buyer Staff (including volunteers, agents, and temporary workers), customers/ clients, citizens, suppliers, users etc: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.</p> <p>PII information provided to the Buyer for processing include:</p> <ul style="list-style-type: none"> <li>• Name</li> <li>• NI number</li> <li>• Address</li> <li>• Telephone number</li> <li>• Date of Birth</li> <li>• Nationality and Visa details</li> <li>• Email</li> <li>• Previous Addresses</li> <li>• Vetting Information – SC certificates</li> <li>• Employment history and references</li> </ul>
Categories of Data Subject	<p>Buyer Staff (including volunteers, agents and temporary workers), customers/clients, suppliers, citizens such as patients, students/pupils, members of the public, users of various Buyer services websites/portals etc.</p> <p>Supplier Staff (including contractors and permanent) and customers/ clients.</p>
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<p>The Supplier shall return and delete or destroy all such Personal Data and information accessed and Processed by the expiration of the Call-Off Contract.</p> <p>Data transferred to the Buyer for the purpose of Security Clearances and Vetting by the Supplier shall be destroyed by the client following the processing of the personal data to confirm security clearances and vetting. The onus is on the processor to destroy the personal data immediately following confirmation of Security Clearance and vetting. No data should be retained longer than 3 years after the completion of the project.</p>



## Annex 2 - Joint Controller Agreement

### 1. Joint Controller Status and Allocation of Responsibilities

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 3-16 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 18-28 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the [Supplier/Relevant Authority]:

- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
- (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
- (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
- (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Deliverables where consent is the relevant legal basis for that Processing; and
- (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/Relevant Authority's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

### 1. Undertakings of both Parties

1.1 The Supplier and the Relevant Authority each undertake that they shall:

- (a) report to the other Party every 12 months on:
  - (i) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
  - (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
  - (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;



- (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
- (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Contract during that period;

- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- (e) request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
- (g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
  - (i) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information;
  - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so; and
  - (iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:
  - (i) nature of the data to be protected;
  - (ii) harm that might result from a Personal Data Breach;
  - (iii) state of technological development; and



- (iv) cost of implementing any measures;
  - (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and
  - (j) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.
- 1.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

## 2. **Data Protection Breach**

2.1 Without prejudice to clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:

- (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation; and
- (b) all reasonable assistance, including:
  - (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
  - (ii) co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;
  - (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
  - (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

2.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

- (a) the nature of the Personal Data Breach;
- (b) the nature of Personal Data affected;



- (c) the categories and number of Data Subjects concerned;
- (d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- (e) measures taken or proposed to be taken to address the Personal Data Breach; and
- (f) describe the likely consequences of the Personal Data Breach.

### 3. **Audit**

#### 3.1 The Supplier shall permit:

- (a) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
- (b) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Deliverables.

#### 3.2 The Relevant Authority may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

### 4. **Impact Assessments**

#### 4.1 The Parties shall:

- (a) provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

### 5. **ICO Guidance**

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

### 6. **Liabilities for Data Protection Breach**

#### 6.1 If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:



- (a) if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
  - (b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
  - (c) if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (Resolving disputes).
- 6.2 If either the Relevant Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.
- 6.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Losses"):
- (a) if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;
  - (b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
  - (c) if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.
- 6.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Relevant Authority and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Relevant Authority.



## 7. **Termination**

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Relevant Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 of the Core Terms (*Ending the contract*).

## 8. **Sub-Processing**

8.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

- (a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
- (b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

## 9. **Data Retention**

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.



## 11. Joint Schedule 12 (Supply Chain Visibility)

### 1 Definitions

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

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



## 2 Visibility of Sub-Contract Opportunities in the Supply Chain

### 2.1 The Supplier shall:

- 2.1.1 subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £25,000 that arise during the Contract Period;
- 2.1.2 within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;
- 2.1.3 monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
- 2.1.4 provide reports on the information at Paragraph 2.1.3 to the Relevant Authority in the format and frequency as reasonably specified by the Relevant Authority; and
- 2.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.
- 2.1.6 Each advert referred to at Paragraph 2.1.1 of this Schedule 12 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.

### 2.2 The obligation on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.

### 2.3 Notwithstanding Paragraph 2.1, the Authority may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

## 3 Visibility of Supply Chain Spend

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

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

### 1.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information



detailed at Paragraph 3.1(a) – (c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used.

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

## Annex 1

### [Supply Chain Information Report template](#)



18.04.10\_SME\_measures\_PPN\_118\_Anne



## 12. Joint Schedule 13 (Cyber Essentials Scheme)

### 1. Definitions

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

<b>"Cyber Essentials Scheme"</b>	the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet-based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme can be found at: <a href="https://www.cyberessentials.ncsc.gov.uk/">https://www.cyberessentials.ncsc.gov.uk/</a>
<b>"Cyber Essentials Basic Certificate"</b>	the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance;
<b>"Cyber Essentials Certificate"</b>	Cyber Essentials Basic Certificate or the Cyber Essentials Plus Certificate to be provided by the Supplier as set out in the Order Form
<b>"Cyber Essential Scheme Data"</b>	sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and
<b>"Cyber Essentials Plus Certificate"</b>	the certification awarded on the basis of external testing by an independent certification body of the Supplier's cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance.

### 2. What Certification do you need

2.1 Where the Framework Award Form and/or Order Form requires that the Supplier provide a Cyber Essentials Plus Certificate prior to Framework Start Date and/or commencing the provision of Deliverables under the Call-Off Contract including, if applicable, any Statement of Work, the Supplier shall provide a valid Cyber Essentials Plus Certificate to CCS and/or the Buyer. Where the Supplier fails to comply with this Paragraph it shall be prohibited from commencing the provision of Deliverables under the Call-Off Contract until such time as the Supplier has evidenced to CCS and/or the Buyer its compliance with this Paragraph 2.1.

2.2 Where the Supplier continues to process data during the Call-Off Contract Period the Supplier shall deliver to CCS and/or the Buyer evidence of renewal of the Cyber Essentials Plus Certificate on each anniversary of the first applicable certificate obtained by the Supplier under Paragraph 2.1.

2.3 In the event that the Supplier fails to comply with Paragraph 2.1 or 2.2, CCS and/or the Buyer reserves the right to terminate the Call-Off Contract for material Default.



2.4 The Supplier shall ensure that all Sub-Contracts with Subcontractors who Process Cyber Essentials Data contain provisions no less onerous on the Subcontractors than those imposed on the Supplier under the Call-Off Contract in respect of the Cyber Essentials Plus Scheme under Paragraph 2.1 of this Schedule.

2.5 This Schedule shall survive termination or expiry of this Contract and each and any Call-Off Contract.



## 13. Call-Off Schedule 1 (Transparency Reports)

### 1 Transparency Reports

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within two (2) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.



## Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Performance	Performance Metrics	Open Contracting Data Standard (OCDS)	Monthly
Call Off Contract Charges	Contract Prices	Open Contracting Data Standard (OCDS)	Quarterly
Key Sub-Contractors	Governance Arrangements, including those for supply chains where significant contract value rests with subcontractors	Open Contracting Data Standard (OCDS)	Quarterly
Technical	Resource Plans	Open Contracting Data Standard (OCDS)	Quarterly
Performance Management	Plans for Management of Underperformance Service Improvement reports	Open Contracting Data Standard (OCDS)	Quarterly



## 14. Call-Off Schedule 2 (Staff Transfer)

### 1 Definitions

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

Term	Definition
<b>Acquired Rights Directive</b>	the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;
<b>Employee Liability</b>	<p>all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <ul style="list-style-type: none"> <li>(a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;</li> <li>(b) unfair, wrongful or constructive dismissal compensation;</li> <li>(c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;</li> <li>(d) compensation for less favourable treatment of part-time workers or fixed term employees;</li> <li>(e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;</li> <li>(f) employment claims whether in tort, contract or statute or otherwise;</li> <li>(g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;</li> </ul>



<b>Former Supplier</b>	a supplier supplying services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);
<b>New Fair Deal</b>	the revised Fair Deal position set out in the HM Treasury guidance: "Fair Deal for Staff Pensions: Staff Transfer from Central Government" issued in October 2013 including: (i) any amendments to that document immediately prior to the Relevant Transfer Date; and (ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;
<b>Old Fair Deal</b>	HM Treasury Guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions" issued in June 1999 including the supplementary guidance "Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues" issued in June 2004;
<b>Partial Termination</b>	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);
<b>Relevant Transfer</b>	a transfer of employment to which the Employment Regulations applies;
<b>Relevant Transfer Date</b>	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;



<b>Staffing Information</b>	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:</p> <ul style="list-style-type: none"> <li>(a) their ages, dates of commencement of employment or engagement, gender and place of work;</li> <li>(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;</li> <li>(c) the identity of the employer or relevant contracting Party;</li> <li>(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;</li> <li>(e) their wages, salaries, bonuses and profit sharing arrangements as applicable;</li> <li>(f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;</li> <li>(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);</li> <li>(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;</li> <li>(i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and</li> <li>(j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;</li> </ul>
<b>Supplier's Final Supplier Personnel List</b>	<p>a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;</p>



<b>Supplier's Provisional Supplier Personnel List</b>	a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
<b>Term</b>	the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;
<b>Transferring Buyer Employees</b>	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
<b>Transferring Former Supplier Employees</b>	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.

## 2 Interpretation

- 2.1 Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.
- 2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together "Third Party Provisions") confer benefits on third parties (each such person a "Third Party Beneficiary") and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.
- 2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Call-Off Contract has no right under the CRTPA to enforce any term of this Call-Off Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 2.5 Any amendments or modifications to this Call-Off Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

## 3 Which parts of this Schedule apply

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

- [Part C (No Staff Transfer on the Start Date)]
- Part E (Staff Transfer on Exit)



## Part C: No Staff Transfer on the Start Date

### 1 What happens if there is a staff transfer

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

the Supplier may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 1.5 Subject to the Supplier and/or the relevant Subcontractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.8 the Buyer shall:
  - 1.5.1 indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and
  - 1.5.2 procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 1.6 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under Law.



- 1.7 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.6, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.
- 1.8 The indemnities in Paragraph 1.5:
- 1.8.1 shall not apply to:
- (a) any claim for:
    - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
    - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
 in any case in relation to any alleged act or omission of the Supplier and/or Subcontractor; or
  - (b) any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and
- 1.8.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Subcontractor to the Buyer and, if applicable, Former Supplier within 6 months of the Start Date.
- 1.9 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

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

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

## **Part E: Staff Transfer on Exit**

### **1 Obligations before a Staff Transfer**

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



it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.

- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.
- 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not, and agrees to procure that each Subcontractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Buyer (not to be unreasonably withheld or delayed):
  - 1.5.1 replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces
  - 1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Staff (including pensions and any payments connected with the termination of employment);
  - 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
  - 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
  - 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
  - 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;

and shall promptly notify, and procure that each Subcontractor shall promptly notify, the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or relevant Subcontractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.
- 1.6 On or around each anniversary of the Start Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide, and shall procure that each



Subcontractor shall provide, to the Buyer such information as the Buyer may reasonably require relating to the manner in which the Services are organised, which shall include:

- 1.6.1 the numbers of employees engaged in providing the Services;
- 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
- 1.6.3 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) (as appropriate); and
- 1.6.4 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
  - 1.7.1 the most recent month's copy pay slip data;
  - 1.7.2 details of cumulative pay for tax and pension purposes;
  - 1.7.3 details of cumulative tax paid;
  - 1.7.4 tax code;
  - 1.7.5 details of any voluntary deductions from pay; and
  - 1.7.6 bank/building society account details for payroll purposes.

## 2 Staff Transfer when the contract ends

- 2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of the relevant Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Buyer and the Supplier agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date



(including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.

- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:
- 2.3.1 any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;
  - 2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of:
    - (a) any collective agreement applicable to the Transferring Supplier Employees; and/or
    - (b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;
  - 2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
  - 2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
    - (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
    - (b) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
  - 2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
  - 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
  - 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any



Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.

- 2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date including any Employee Liabilities:
  - 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or
  - 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5 If any person who is not identified in the Supplier's Final Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
  - 2.5.1 the Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing; and
  - 2.5.2 the Supplier may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor.
- 2.6 If such offer of is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, Buyer shall procure that the Replacement Supplier shall, or procure that the and/or Replacement Subcontractor shall, immediately release or procure the release the person from his/her employment or alleged employment;
- 2.7 If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:
  - 2.7.1 no such offer has been made:
  - 2.7.2 such offer has been made but not accepted; or
  - 2.7.3 the situation has not otherwise been resolved

the Buyer shall advise the Replacement Supplier and/or Replacement Subcontractor (as appropriate) that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;
- 2.8 Subject to the Replacement Supplier's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.9 The indemnity in Paragraph 2.8:



2.9.1 shall not apply to:

(a) any claim for:

- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

In any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, or

(b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure; and

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

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Subcontractor nor dismissed by the Replacement Supplier and/or Replacement Subcontractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee.

2.11 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

(a) the Supplier and/or any Subcontractor; and

(b) the Replacement Supplier and/or the Replacement Subcontractor.

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

2.13 Subject to Paragraph 2.14, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:

2.13.1 any act or omission of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;



- 2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:
- (a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or
  - (b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;
- 2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- 2.13.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
  - (b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- 2.13.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
- 2.13.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement



Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.

- 2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations.



## 15. Call-Off Schedule 3 (Continuous Improvement)

### 1 Buyer's Rights

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

### 2 Supplier's Obligations

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
- 2.3.1 identifying the emergence of relevant new and evolving technologies;
  - 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
  - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
  - 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.



- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
- 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
  - 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.



## 16. Call-Off Schedule 4 (Call-Off Tender)

### PA Bid Response



C24262 Central  
Delivery Management

### PA Bid Presentation



C24262 Central  
Delivery Management



## 17. Call-Off Schedule 5 (Pricing Details and Expenses Policy)

### 1 Call-Off Contract Charges

1.1 The Supplier shall ensure:

1.1.1 as part of the Further Competition Procedure, its pricing for the Deliverables is in accordance with the Buyer's Statement of Requirements and DDaT Professional Services Target Rate Card Version 1, (Annex 2) which shall be no greater than those based on the Framework Prices set out in Framework Schedule 3 (Framework Prices) or no greater than the maximum day rates set out in RM6263 Bid-Pack Attachment 4 Pricing Template.

1.1.2 that all applicable Charges shall be calculated in accordance with the Pricing Mechanism detailed in the Order Form (and, if applicable, each SOW) using the following:

(a) the agreed Day Rates or other rates specified in this Schedule for Supplier Staff providing the Deliverables (which are exclusive of any applicable expenses and VAT);

(b) the number of Work Days, or pro rata portion of a Work Day, that Supplier Staff work solely to provide the Deliverables and meet the tasks sets out in the Order Form and, if applicable, each SOW (between the applicable SOW Start Date and SOW End Date).

1.2 Further to Paragraph 1.2 of Framework Schedule 3 (Framework Pricing), the Supplier will provide a detailed breakdown of its Charges for the Deliverables in sufficient detail to enable the Buyer to verify the accuracy of any invoice submitted.

This detailed breakdown will be incorporated into each SOW and include (but will not be limited to):

- a role description of each member of the Supplier Staff;
- a facilities description (if applicable);
- the agreed Day Rate for each Supplier Staff;
- any expenses charged for in relation to each Work Day for each Supplier Staff, which must be in accordance with the Buyer's Expenses Policy (if applicable);
- the number of Work Days, or pro rata for every part day, they will be actively be engaged in providing the Deliverables between the SOW Start Date and SOW End Date; and
- the total SOW cost for all Supplier Staff role and facilities in providing the Deliverables.

1.3 If a Capped Time and Materials or Fixed Price has been agreed for a particular SOW:

- the Supplier shall continue to work on the Deliverables until they are satisfactorily complete and accepted by the Buyer at its own cost and expense where the Capped or Fixed Price is exceeded; and
- the Buyer will have no obligation or liability to pay any additional Charges or cost of any part of the Deliverables yet to be completed and/or Delivered after the Capped or Fixed Price is exceeded by the Supplier.



- 1.4 All risks or contingencies will be included in the Charges. The Parties agree that the following assumptions, representations, risks and contingencies will apply in relation to the Charges;
- Potential Providers shall be wholly responsible for any and all travel and Expenses; except in instances where the agreed SoW specifically articulates travel costs and expenses are recoverable.
  - Any claim for travel cost and expenses should be pre agreed with the buyer and comply with the buyers Policy on Travel and Expenses at Annex 1.

## Annex 1 (Expenses Policy)



Home Office Travel  
and Expenses Policy 2

## Annex 2 (DDaT Professional Services Target Rate Card Version 1)



DDaT Professional  
Services Target Rate C



## 18. Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)

### 1 Definitions

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

Term	Definition
<b>Buyer Property</b>	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;
<b>Buyer Software</b>	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
<b>Buyer System</b>	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;
<b>Commercial off the shelf Software or COTS Software</b>	Non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms;
<b>Defect</b>	any of the following: (a) any error, damage or defect in the manufacturing of a Deliverable; or (b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or (c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or (d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;
<b>Emergency Maintenance</b>	ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the

Central Delivery Management Services (C24262)



	ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;
<b>ICT Environment</b>	the Buyer System and the Supplier System;
<b>Licensed Software</b>	all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Call Off Contract, including any COTS Software;
<b>Maintenance Schedule</b>	has the meaning given to it in Paragraph 8 of this Schedule;
<b>Malicious Software</b>	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
<b>New Release</b>	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
<b>Open Source Software</b>	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
<b>Operating Environment</b>	means the Buyer System and 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; or (c) where any part of the Supplier System is situated;
<b>Permitted Maintenance</b>	has the meaning given to it in Paragraph 8.2 of this Schedule;
<b>Quality Plans</b>	has the meaning given to it in Paragraph 6.1 of this Schedule;
<b>Sites</b>	has the meaning given to it in Joint Schedule 1 (Definitions), and for the purposes of this Call-Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;
<b>Software</b>	Specially Written Software COTS Software and non-COTS Supplier and third party Software;
<b>Software Supporting Materials</b>	has the meaning given to it in Paragraph 9.1 of this Schedule;



<b>Source Code</b>	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
<b>Specially Written Software</b>	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR; and
<b>Supplier System</b>	the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System).

## 2 When this Schedule should be used

- 2.1 This Schedule is designed to provide additional provisions on Intellectual Property Rights for the Digital Deliverables.

## 3 Buyer due diligence requirements

- 3.1 The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;
- 3.1.1 suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
  - 3.1.2 operating processes and procedures and the working methods of the Buyer;
  - 3.1.3 ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
  - 3.1.4 existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.
- 3.2 The Supplier confirms that it has advised the Buyer in writing of:
- 3.2.1 each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;
  - 3.2.2 the actions needed to remedy each such unsuitable aspect; and
  - 3.2.3 a timetable for and the costs of those actions.
- 3.3 The Supplier undertakes:
- 3.3.1 and represents to the Buyer that Deliverables will meet the Buyer's acceptance criteria as set out in the Call-Off Contract and, if applicable, each Statement of Work; and



- 3.3.2 to maintain all interface and interoperability between third party software or services, and Specially Written Software required for the performance or supply of the Deliverables.

## 4 Licensed software warranty

- 4.1 The Supplier represents and warrants that:
- 4.1.1 it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;
  - 4.1.2 all components of the Specially Written Software shall:
    - 4.1.2.1 be free from material design and programming errors;
    - 4.1.2.2 perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 14 (Service Levels and Balanced Scorecard) and Documentation; and
    - 4.1.2.3 not infringe any IPR.

## 5 Provision of ICT Services

- 5.1 The Supplier shall:
- 5.1.1 ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;
  - 5.1.2 ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
  - 5.1.3 ensure that the Supplier System will be free of all encumbrances;
  - 5.1.4 ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;
  - 5.1.5 minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables.

## 6 Standards and Quality Requirements

- 6.1 The Supplier shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 6.2 The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.
- 6.3 Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
- 6.4 The Supplier shall ensure that the Supplier Personnel shall at all times during the Call-Off Contract Period:



- 6.4.1 be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;
- 6.4.2 apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
- 6.4.3 obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

## 7 ICT Audit

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

## 8 Maintenance of the ICT Environment

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

## 9 Intellectual Property Rights

### 9.1 Assignments granted by the Supplier: Specially Written Software

- 9.1.1 The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:
  - 9.1.1.1 the Documentation, Source Code and the Object Code of the Specially Written Software; and
  - 9.1.1.2 all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").
- 9.1.2 The Supplier shall:
  - 9.1.2.1 inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;



- 9.1.2.2 deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and
- 9.1.2.3 without prejudice to Paragraph 9.1.2.2, provide full details to the Buyer of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.
- 9.1.3 The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Buyer.

## **9.2 Licences for non-COTS IPR from the Supplier and third parties to the Buyer**

- 9.2.1 Unless the Buyer gives its Approval the Supplier must not use any:
  - (a) of its own Existing IPR that is not COTS Software;
  - (b) third party software that is not COTS Software
- 9.2.2 Where the Buyer Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grant to the Buyer a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.
- 9.2.3 Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:
  - 9.2.3.1 notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and
  - 9.2.3.2 only use such third party IPR as referred to at Paragraph 9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.
- 9.2.4 Where the Supplier is unable to provide a license to the Supplier's Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.
- 9.2.5 The Supplier may terminate a licence granted under Paragraph 9.2.1 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.



### **9.3 Licenses for COTS Software by the Supplier and third parties to the Buyer**

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

### **9.4 Buyer's right to assign/novate licences**

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

### **9.5 Licence granted by the Buyer**

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

### **9.6 Open Source Publication**

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



compromise the operation, running or security of the Specially Written Software, New IPRs or the Buyer System;

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

## 9.7 Malicious Software

- 9.7.1 The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
- 9.7.2 If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.
- 9.7.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Paragraph 9.7.2 shall be borne by the Parties as follows:
  - 9.7.3.1 by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and
  - 9.7.3.2 by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

## 10 IPR asset management

- 10.1 The Parties shall work together to ensure that there is appropriate IPR asset management under each Call-Off Contract, and:
  - 10.1.1 where the Supplier is working on the Buyer's System, the Supplier shall comply with the Buyer's IPR asset management approach and procedures.



- 10.1.2 where the Supplier is working on the Supplier's System, the Buyer will ensure that it maintains its IPR asset management procedures in accordance with Good Industry Practice.

Records and materials associated with IPR asset management shall form part of the Deliverables, including those relating to any Specially Written Software or New IPR.

- 10.2 The Supplier shall comply with any instructions given by the Buyer as to where it shall store all work in progress Deliverables and finished Deliverables (including all Documentation and Source Code) during the term of the Call-Off Contract and at the stated intervals or frequency specified by the Buyer and upon termination of the Contract or any Statement of Work.
- 10.3 The Supplier shall ensure that all items it uploads into any repository contain sufficient detail, code annotations and instructions so that a third-party developer (with the relevant technical abilities within the applicable role) would be able to understand how the item was created and how it works together with other items in the repository within a reasonable timeframe.
- 10.4 The Supplier shall maintain a register of all Open Source Software it has used in the provision of the Deliverables as part of its IPR asset management obligations under this Contract.

## **11 Additional Term on Digital Deliverables**

- 11.1 For the avoidance of doubt, work undertaken for the Buyer by the Supplier under this Call-Off Contract will be treated as Project Specific IPR and the Buyer will retain the IPR rights.



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

### 1 Key Supplier Staff

- 1.1 The Order Form lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date and the Statement of Work lists the Key Roles and names of persons who the Supplier shall appoint to fill those Key Roles as of the SOW 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 remove or replace 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;
  - 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;
  - 1.5.6 on written request from the Buyer, provide a copy of the contract of employment or engagement (between the Supplier and Supplier Staff) for every member of the Supplier Staff made available to the Buyer under the Call-Off Contract when providing Deliverables under any Statement of Work;
  - 1.5.7 on written request from the Buyer, provide details of start and end dates of engagement for all Key Staff filling Key Roles under any Statement of Work.
  - 1.5.8 The following additional terms apply:
    - the Buyer reserves the right to assess any Supplier staff provided to ensure that skills are commensurate with the levels specified.



- If the specific technical skills requested for any role are not at the expected SFIA level the Supplier will be required to substitute staff or provide a training plan for upskilling (all at their cost). The Supplier is required to maintain a skills matrix for all Supplier engaged in work instructions under this Call Off Contract.

- 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.



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

### 1 Definitions

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

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

### 2 BCDR Plan

- 2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 At least ninety (90) Working Days after the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Supplier shall follow to:
- 2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
  - 2.2.2 the recovery of the Deliverables in the event of a Disaster
- 2.3 The BCDR Plan shall be divided into three sections:
- 2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
  - 2.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
  - 2.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").



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

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

- 3.1 Section 1 of the BCDR Plan shall:

- 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
  - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
  - 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
  - 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
  - 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
  - 3.1.6 contain a risk analysis, including:
    - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
    - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
    - (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
    - (d) a business impact analysis of different anticipated failures or disruptions;
  - 3.1.7 provide for documentation of processes, including business processes, and procedures;
  - 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
  - 3.1.9 identify the procedures for reverting to "normal service";
  - 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
  - 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
  - 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
- 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
  - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
  - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
  - 3.2.4 It details a process for the management of disaster recovery testing.



- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

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

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
  - 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
  - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
  - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
  - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
  - 4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
  - 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

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

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
  - 5.2.1 loss of access to the Buyer Premises;
  - 5.2.2 loss of utilities to the Buyer Premises;
  - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
  - 5.2.4 loss of a Subcontractor;
  - 5.2.5 emergency notification and escalation process;
  - 5.2.6 contact lists;
  - 5.2.7 staff training and awareness;
  - 5.2.8 BCDR Plan testing;
  - 5.2.9 post implementation review process;
  - 5.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators



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

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

## 6 Review and changing the BCDR Plan

- 6.1 The Supplier shall review the BCDR Plan:
  - 6.1.1 on a regular basis and as a minimum once every six (6) Months;
  - 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
  - 6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.
- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a "**Review Report**") setting out the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

## 7 Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:
  - 7.1.1 regularly and in any event not less than once in every Contract Year;
  - 7.1.2 in the event of any major reconfiguration of the Deliverables;



- 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
  - 7.5.1 the outcome of the test;
  - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
  - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

## 8 Invoking the BCDR Plan

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

## 9 Circumstances beyond your control

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



## 21. Call-Off Schedule 9 (Security)

### Part B: Long Form Security Requirements

#### 1 Definitions

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

Term	Definition
Baseline Security Requirements	are the requirements set out in Part B, Annex 1 to this Schedule;
Breach of Security	<p>means the occurrence of:</p> <p>c) any unauthorised access to or use of the Goods and/or Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or</p> <p>d) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,</p> <p>in either case as more particularly set out in the security requirements in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 3.4.3 d);</p>
ISMS	the information security management system and process developed by the Supplier in accordance with Paragraph 3 (ISMS) as updated from time to time in accordance with this Schedule; and
Security Tests	tests to validate the ISMS and security of all relevant processes, systems, incident response, plans, patches to vulnerabilities and mitigations to Breaches of Security.

#### 2 Security Requirements

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



2.2 The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Contract will be met.

2.3 The Parties shall each appoint a security representative to be responsible for Security. The initial security representatives of the Parties are:

2.3.1 [REDACTED]  
[REDACTED]

2.4 The Buyer shall clearly articulate its high level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.

2.5 Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.

2.6 The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Government Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Government Data remains under the effective control of the Supplier at all times.

2.7 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Buyer.

2.8 The Buyer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Buyer's security provisions represents an unacceptable risk to the Buyer requiring immediate communication and co-operation between the Parties.

### **3 Information Security Management System (ISMS)**

3.1 The Supplier shall develop and submit to the Buyer, within twenty (20) Working Days after the Start Date, an information security management system for the purposes of this Contract and shall comply with the requirements of Paragraphs 3.4 to 3.6.

3.2 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.

3.3 The Buyer acknowledges that;

3.3.1 If the Buyer has not stipulated during a Further Competition that it requires a bespoke ISMS, the ISMS provided by the Supplier may be an extant ISMS covering the Services and their implementation across the Supplier's estate; and

3.3.2 Where the Buyer has stipulated that it requires a bespoke ISMS then the Supplier shall be required to present the ISMS for the Buyer's Approval.

3.4 The ISMS shall:

3.4.1 if the Buyer has stipulated that it requires a bespoke ISMS, be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, information and data (including the Buyer's Confidential Information and the



Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract;

3.4.2 meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph 7;

a) is in accordance with the Law and this Contract;

b) complies with the Baseline Security Requirements;

c) as a minimum demonstrates Good Industry Practice;

d) where specified by a Buyer that has undertaken a Further Competition - complies with the Security Policy and the ICT Policy;

e) complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4) (<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>)

f) takes account of guidance issued by the Centre for Protection of National Infrastructure (<https://www.cpni.gov.uk>)

g) complies with HMG Information Assurance Maturity Model and Assurance Framework (<https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm>)

h) meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;

i) addresses issues of incompatibility with the Supplier's own organisational security policies; and

j) complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph 7;

3.4.3 document the security incident management processes and incident response plans;

3.4.4 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and

3.4.5 be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Buyer in advance of issue of the relevant Security Management Plan).

3.5 to Paragraph 2 the references to Standards, guidance and policies contained or set out in Paragraph 3.4 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.



- 3.6 In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 3.4, the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.
- 3.7 If the bespoke ISMS submitted to the Buyer pursuant to Paragraph 3.3.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission of the ISMS to the Buyer. If the Buyer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph 3 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 3.4 to 3.6 shall be deemed to be reasonable.
- 3.8 Approval by the Buyer of the ISMS pursuant to Paragraph 3.7 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule.

## 4 Security Management Plan

### 4.1 Introduction

- 4.1.1 Within twenty (20) Working Days after the Start Date, the Supplier shall prepare and submit to the Buyer for Approval in accordance with Paragraph 4 fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 4.2.

### 4.2 Content of the Security Management Plan

- 4.2.1 The Security Management Plan shall:
- (a) be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);
  - (b) comply with the Baseline Security Requirements and, where specified by the Buyer in accordance with paragraph 3.4.3 d), the Security Policy;
  - (c) identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;
  - (d) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;
  - (e) unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Deliverables and all processes associated with the delivery of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with



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

- (f) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the delivery of the Deliverables and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Schedule (including the requirements set out in Paragraph 3.4);
  - (g) demonstrate that the Supplier's approach to delivery of the Deliverables has minimised the Buyer and Supplier effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);
  - (h) set out the plans for transitioning all security arrangements and responsibilities from those in place at the Start Date to those incorporated in the ISMS within the timeframe agreed between the Parties;
  - (i) set out the scope of the Buyer System that is under the control of the Supplier;
  - (j) be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and
  - (k) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the Deliverables and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.
- 4.3 If the Security Management Plan submitted to the Buyer pursuant to Paragraph 4.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission to the Buyer of the Security Management Plan. If the Buyer does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable Development of the Security Management Plan.

## 5 Amendment of the ISMS and Security Management Plan

- 5.1 The ISMS and Security Management Plan shall be fully reviewed and updated by the Supplier and at least annually to reflect:
  - 5.1.1 emerging changes in Good Industry Practice;
  - 5.1.2 any change or proposed change to the Supplier System, the Deliverables and/or associated processes;



- 5.1.3 any new perceived or changed security threats;
- 5.1.4 any reasonable change in requirement requested by the Buyer.
- 5.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
  - 5.2.1 suggested improvements to the effectiveness of the ISMS;
  - 5.2.2 updates to the risk assessments;
  - 5.2.3 proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and
- 5.3 Subject to Paragraph 5.4, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to Paragraph 5.1, a Buyer request, a change to Annex 1 (Security) or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Buyer.
- 5.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the ISMS or Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

## 6 Security Testing

- 6.1 The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Deliverables and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Buyer. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.
- 6.2 Without prejudice to any other right of audit or access granted to the Buyer pursuant to this Contract, the Buyer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Buyer may notify the Supplier of the results of such tests after completion of each such test. If any such Buyer's test adversely affects the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Buyer's test.
- 6.3 The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable after completion of each Security Test.
- 6.4 Where any Security Test carried out pursuant to Paragraphs 6.2 or 6.3 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor



configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Buyer's prior written Approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Buyer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Baseline Security Requirements) to this Schedule) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Buyer.

- 6.5 If any repeat Security Test carried out pursuant to Paragraph 6.4 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Contract.

## 7 Complying with the ISMS

- 7.1 The Buyer shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001 and/or the Security Policy where such compliance is required in accordance with paragraph 3.4.3 d).
- 7.2 If, on the basis of evidence provided by such security audits, it is the Buyer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy are not being achieved by the Supplier, then the Buyer shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time then the Buyer shall have the right to obtain an independent audit against these standards in whole or in part.
- 7.3 If, as a result of any such independent audit as described in Paragraph the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Buyer in obtaining such audit.

## 8 Security Breach

- 8.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.
- 8.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 8.1, the Supplier shall:
- 8.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
- a) minimise the extent of actual or potential harm caused by any Breach of Security;
  - b) remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Buyer Property and/or Buyer Assets and/or ISMS to the extent that this is within the Supplier's control;
  - c) apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide



the Deliverables so as to meet the relevant Service Level Performance Indicators, the Supplier shall be granted relief against any resultant under-performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;

d) prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and

e) supply any requested data to the Buyer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Buyer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and

f) as soon as reasonably practicable, provide to the Buyer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.

- 8.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the ISMS with the Security Policy (where relevant) or the requirements of this Schedule, then any required change to the ISMS shall be at no cost to the Buyer.

## 9 Vulnerabilities and fixing them

- 9.1 The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the ICT Environment will be discovered which unless mitigated will present an unacceptable risk to the Buyer's information.

- 9.2 The severity of threat vulnerabilities for COTS Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the ISMS and using the appropriate vulnerability scoring systems including:

- 9.2.1 the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST <http://nvd.nist.gov/cvss.cfm>); and

- 9.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.

- 9.3 The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as 'Critical' within 14 days of release, 'Important' within 30 days of release and all 'Other' within 60 Working Days of release, except where:

- 9.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the Supplier within the above timescales if the vulnerability becomes exploitable within the context of the Service;
- 9.3.2 the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer; or



- 9.3.3 the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS
- 9.4 The Specification and Mobilisation Plan (if applicable) shall include provisions for major version upgrades of all COTS Software to be upgraded within 6 Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the 'n-1 version') throughout the Term unless:
- 9.4.1 where upgrading such COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within 12 Months of release of the latest version; or
- 9.4.2 is agreed with the Buyer in writing.
- 9.5 The Supplier shall:
- 9.5.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;
- 9.5.2 ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;
- 9.5.3 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the Contract Period;
- 9.5.4 pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 3.3.5;
- 9.5.5 from the date specified in the Security Management Plan provide a report to the Buyer within five (5) Working Days of the end of each Month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;
- 9.5.6 propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;
- 9.5.7 remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and
- 9.5.8 inform the Buyer when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.
- 9.6 If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 9, the Supplier shall immediately notify the Buyer.



- 9.7 A failure to comply with Paragraph 9.3 shall constitute a Default, and the Supplier shall comply with the Rectification Plan Process.



## Part B – Annex 1: Baseline Security Requirements

### 1 Handling Classified information

- 1.1 The Supplier shall not handle Buyer information classified SECRET or TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Supplier shall seek additional specific guidance from the Buyer.

### 2 End user devices

- 2.1 When Government Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the National Cyber Security Centre ("NCSC") to at least Foundation Grade, for example, under the NCSC Commercial Product Assurance scheme ("CPA").
- 2.2 Devices used to access or manage Government Data and services must be under the management authority of Buyer or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Buyer. Unless otherwise agreed with the Buyer in writing, all Supplier devices are expected to meet the set of security requirements set out in the End User Devices Security Guidance (<https://www.ncsc.gov.uk/guidance/end-user-device-security>). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Buyer and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the NCSC guidance, then this should be agreed in writing on a case by case basis with the Buyer.

### 3 Data Processing, Storage, Management and Destruction

- 3.1 The Supplier and Buyer recognise the need for the Buyer's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Government Data will be subject to at all times.
- 3.2 The Supplier shall agree any change in location of data storage, processing and administration with the Buyer in accordance with Clause 14 (Data protection).
- 3.3 The Supplier shall:
  - 3.3.1 provide the Buyer with all Government Data on demand in an agreed open format;
  - 3.3.2 have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;
  - 3.3.3 securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and
  - 3.3.4 securely erase any or all Government Data held by the Supplier when requested to do so by the Buyer

### 4 Ensuring Secure Communications

- 4.1 The Buyer requires that any Government Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by NCSC, to at least Foundation Grade, for example, under CPA.



- 4.2 The Buyer requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

## 5 Security by Design

- 5.1 The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Government Data.
- 5.2 When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a NCSC certification (<https://www.ncsc.gov.uk/section/products-services/ncsc-certification>) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).

## 6 Security of Supplier Staff

- 6.1 Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.
- 6.2 The Supplier shall agree on a case by case basis Supplier Staff roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Government Data.
- 6.3 The Supplier shall prevent Supplier Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where agreed with the Buyer in writing.
- 6.4 All Supplier Staff that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.
- 6.5 Where the Supplier or Subcontractors grants increased ICT privileges or access rights to Supplier Staff, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

## 7 Restricting and monitoring access

- 7.1 The Supplier shall operate an access control regime to ensure all users and administrators of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) are uniquely identified and authenticated when accessing or administering the Services. Applying the 'principle of least privilege', users and administrators shall be allowed access only to those parts of the ICT Environment that they require. The Supplier shall retain an audit record of accesses.

## 8 Audit

- 8.1 The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:



- 8.1.1 Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.
- 8.1.2 Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.
- 8.2 The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
- 8.3 The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least 6 Months.



## Part B – Annex 2 - Security Management Plan



Home Office -  
Assignment Security P



## 22. Call-Off Schedule 10 (Exit Management)

### 1 Definitions

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

Term	Definition
<b>Exclusive Assets</b>	Supplier Assets used exclusively by the Supplier [ <b>or a Key Subcontractor</b> ] in the provision of the Deliverables;
<b>Exit Information</b>	has the meaning given to it in Paragraph 3.1 of this Schedule;
<b>Exit Manager</b>	the person appointed by each Party to manage their respective obligations under this Schedule;
<b>Exit Plan</b>	the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;
<b>Net Book Value</b>	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
<b>Non- Exclusive Assets</b>	those Supplier Assets used by the Supplier [ <b>or a Key Subcontractor</b> ] in connection with the Deliverables but which are also used by the Supplier [ <b>or Key Subcontractor</b> ] for other purposes;
<b>Registers</b>	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
<b>Replacement Goods</b>	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
<b>Replacement Services</b>	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
<b>Termination Assistance</b>	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
<b>Termination Assistance Notice</b>	has the meaning given to it in Paragraph 5.1 of this Schedule;
<b>Termination Assistance Period</b>	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be



	extended pursuant to Paragraph 5.2 of this Schedule;
<b>Transferable Assets</b>	Exclusive Assets which are capable of legal transfer to the Buyer;
<b>Transferable Contracts</b>	Sub- Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
<b>Transferring Assets</b>	has the meaning given to it in Paragraph 8.2.1 of this Schedule; and
<b>Transferring Contracts</b>	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

## 2 Supplier must always be prepared for Contract exit and SOW exit

- 2.1 The Supplier shall within 30 days from the Call-Off Contract Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2 During the Contract Period, the Supplier shall promptly:
- 2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
  - 2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables which will be stored in the Deliverables IPR asset management system which includes all Document and Source Code repositories.
- ("Registers").
- 2.3 The Supplier shall:
- 2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
  - 2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.
- 2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Call-Off Contract Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of each SOW and this Contract.

## 3 Assisting re-competition for Deliverables

- 3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access)



as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence whether this is in relation to one or more SOWs or the Call-Off Contract. (the "**Exit Information**").

- 3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

#### 4 Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer a Call-Off Contract and SOW Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
  - 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable (this may require modification to take into account the need to facilitate individual SOW Exit Plan provisions which shall be updated and incorporated as part of the SOW;
  - 4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
  - 4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
  - 4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
  - 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
  - 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
  - 4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
  - 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
  - 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and



- 4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4 The Supplier shall:
- 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
- (a) prior to each SOW and no less than every [**six (6) Months**] throughout the Contract Period; and
  - (b) no later than [**twenty (20) Working Days**] after a request from the Buyer for an up-to-date copy of the Exit Plan;
  - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than [**ten (10) Working Days**] after the date of the Termination Assistance Notice;
  - (d) as soon as reasonably possible following, and in any event no later than [**twenty (20) Working Days**] following, any material change to the Deliverables (including all changes under the Variation Procedure); and
- 4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

## 5 Termination Assistance

- 5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or, as soon as reasonably practicable, in the case of the Call-Off Contract and each SOW (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
- 5.1.1 the nature of the Termination Assistance required; and
  - 5.1.2 the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
- 5.2.1 no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and
  - 5.2.2 the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.
- 5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.4 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the



principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

## 6 Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
- 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
  - 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
  - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
  - 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels or KPIs, the provision of the Management Information or any other reports or to any other of the Supplier's obligations under this Contract;
  - 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
  - 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels or KPIs, the Parties shall vary the relevant KPIs, Service Levels and/or the applicable Service Credits accordingly.

## 7 Obligations when the contract is terminated

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
- 7.2.1 vacate any Buyer Premises;
  - 7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
  - 7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
    - (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
    - (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the



Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

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

## 8 Assets, Sub-contracts and Software

- 8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
- 8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
  - 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.
- 8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:
- 8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
  - 8.2.2 which, if any, of:
    - (a) the Exclusive Assets that are not Transferable Assets; and
    - (b) the Non-Exclusive Assets,
 the Buyer and/or the Replacement Supplier requires the continued use of; and
  - 8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"), in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.
- 8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
- 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
  - 8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.



## 8.7 The Buyer shall:

- 8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
- 8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

## 9 No charges

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

## 10 Dividing the bills

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



## 23. Call-Off Schedule 13 (Implementation Plan and Testing)

### Part A: Implementation

#### 1 Definitions

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

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

#### 2 Agreeing and following the Implementation Plan

- 2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan **60** days after the Call-Off Contract Start Date.
- 2.2 The draft Implementation Plan:
- 2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively for the whole Call-Off Contract and each Statement of Work issued under it for the supply of Deliverables and as the Buyer may otherwise require;
- 2.2.2 shall provide details on how the required Social Value commitments will be delivered through the Call-Off Contract; and
- 2.2.3 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 2.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is achieved on or before its Milestone Date.
- 2.5 The Supplier shall also provide as required or requested reports to the Buyer concerning activities and impacts arising from Social Value including in the Implementation Plan.



- 2.6 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.
- 2.7 The Supplier shall, in relation to each SOW, incorporate within it all Implementation Plan and Testing requirements for the satisfactory completion of each Deliverable Item to be provided under that SOW.

### **3 Reviewing and changing the Implementation Plan**

- 3.1 Subject to Paragraph 4.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- 3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 3.3 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
- 3.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.

### **4 Security requirements before the Start Date**

- 4.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Call-Off Start Date. The Supplier shall ensure that this is reflected in their Implementation Plans.
- 4.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.
- 4.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
- 4.4 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Call-Off Contract.
- 4.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.
- 4.6 If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

### **5 What to do if there is a Delay**

- 5.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
  - 5.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
  - 5.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;



- 5.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
- 5.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

## 6 Compensation for a Delay

- 6.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:
  - 6.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;
  - 6.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
    - (a) the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or
    - (b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;
  - 6.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
  - 6.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
  - 6.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

## 7 Implementation Plan

- 7.1 The Implementation Period will be a [six (6)] Month period for the Call-Off Contract and for the duration of each SOW.
- 7.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Call-Off Start Date or as otherwise formally agreed with the Buyer in each SOW. The Supplier's full service obligations shall formally be assumed on the Call-Off Start Date as set out in Order Form.
- 7.3 In accordance with the Implementation Plan, the Supplier shall:
  - 7.3.1 work cooperatively and in partnership with the Buyer, incumbent supplier, and other Framework Supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
  - 7.3.2 work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
  - 7.3.3 liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and
  - 7.3.4 produce a Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
- 7.4 The Implementation Plan will include detail stating:



- 7.4.1 how the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data; and
- 7.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.
- 7.5 In addition, the Supplier shall:
  - 7.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
  - 7.5.2 mobilise all the Services specified in the Specification within the Call-Off Contract and each SOW;
  - 7.5.3 produce a Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:
    - (a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and
    - (b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
  - 7.5.4 manage and report progress against the Implementation Plan both at a Call-Off Contract level (which shall include an update on costings) and SOW level;
  - 7.5.5 construct and maintain a Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
  - 7.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Order Form and each SOW) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
  - 7.5.7 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.

## Annex 1: Implementation Plan

A.1 The Supplier shall provide a:

- (a) high level Implementation Plan for the Call-Off Contract as part of the Further Competition Procedure; and
- (b) a detailed Implementation Plan for each SOW.

A.2 The Implementation Plan is set out below and the Milestones to be Achieved are identified below:

- Milestone: [ ]
- Deliverable Items: [ ]
- Duration: [ ]
- Milestone Date: [ ]
- Buyer Responsibilities: [ ]
- Milestone Payments: [ ]



- Delay Payments: [ ]

The Milestones will be Achieved in accordance with this Call-Off Schedule 13:  
(Implementation Plan and Testing)

For the purposes of Paragraph 6.1.2 the Delay Period Limit shall be [insert number of days].

## Part B: Testing

### 1 Definitions

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

Term	Definition
<b>Component</b>	any constituent parts of the Deliverables;
<b>Material Test Issue</b>	a Test Issue of Severity Level 1 or Severity Level 2;
<b>Satisfaction Certificate</b>	a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
<b>Severity Level</b>	the level of severity of a Test Issue, the criteria for which are described in Annex 1;
<b>Test Issue Management Log</b>	a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule;
<b>Test Issue Threshold</b>	in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
<b>Test Reports</b>	the reports to be produced by the Supplier setting out the results of Tests;
<b>Test Specification</b>	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of this Schedule;
<b>Test Strategy</b>	a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule;
<b>Test Success Criteria</b>	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule;
<b>Test Witness</b>	any person appointed by the Buyer pursuant to Paragraph 9 of this Schedule; and
<b>Testing Procedures</b>	the applicable testing procedures and Test Success Criteria set out in this Schedule.

### 2 How testing should work

- 2.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.



- 2.2 The Supplier shall not submit any Deliverable for Testing:
  - 2.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
  - 2.2.2 until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and
  - 2.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).
- 2.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.
- 2.4 Prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

### 3 Planning for testing

- 3.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Start Date but in any case no later than twenty (20) Working Days after the Start Date.
- 3.2 The final Test Strategy shall include:
  - 3.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;
  - 3.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
  - 3.2.3 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
  - 3.2.4 the procedure to be followed to sign off each Test;
  - 3.2.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;
  - 3.2.6 the names and contact details of the Buyer and the Supplier's Test representatives;
  - 3.2.7 a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;
  - 3.2.8 the technical environments required to support the Tests; and
  - 3.2.9 the procedure for managing the configuration of the Test environments.

### 4 Preparing for Testing

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



## 5 Passing Testing

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

## 6 How Deliverables will be tested

- 6.1 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).
- 6.2 Each Test Specification shall include as a minimum:
- 6.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;
  - 6.2.2 a plan to make the resources available for Testing;
  - 6.2.3 Test scripts;
  - 6.2.4 Test pre-requisites and the mechanism for measuring them; and
  - 6.2.5 expected Test results, including:
    - (a) a mechanism to be used to capture and record Test results; and
    - (b) a method to process the Test results to establish their content.

## 7 Performing the tests

- 7.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.
- 7.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3.
- 7.3 The Supplier shall notify the Buyer at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.
- 7.4 The Buyer may raise and close Test Issues during the Test witnessing process.
- 7.5 The Supplier shall provide to the Buyer in relation to each Test:
- 7.5.1 a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and
  - 7.5.2 the final Test Report within 5 Working Days of completion of Testing.
- 7.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
- 7.6.1 an overview of the Testing conducted;
  - 7.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;
  - 7.6.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
  - 7.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and



- 7.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 7.7 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
- 7.8 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 7.9 If the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

## 8 Discovering Problems

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

## 9 Test witnessing

- 9.1 The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 9.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 9.3 The Test Witnesses:
  - 9.3.1 shall actively review the Test documentation;
  - 9.3.2 will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
  - 9.3.3 shall not be involved in the execution of any Test;
  - 9.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
  - 9.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;
  - 9.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and



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

## 10 Auditing the quality of the test

- 10.1 The Buyer or an agent or contractor appointed by the Buyer may perform on-going quality audits in respect of any part of the Testing (each a "**Testing Quality Audit**") subject to the provisions set out in the agreed Quality Plan.
- 10.2 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 10.3 The Buyer will give the Supplier at least 5 Working Days' written notice of the Buyer's intention to undertake a Testing Quality Audit.
- 10.4 The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Buyer to enable it to carry out the Testing Quality Audit.
- 10.5 If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall prepare a written report for the Supplier detailing its concerns and the Supplier shall, within a reasonable timeframe, respond in writing to the Buyer's report.
- 10.6 In the event of an inadequate response to the written report from the Supplier, the Buyer (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Buyer.

## 11 Outcome of the testing

- 11.1 The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 11.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:
- 11.2.1 the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
- 11.2.2 the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
- 11.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.3 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
- 11.4 The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
- 11.4.1 the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
- 11.4.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.
- 11.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).



- 11.6 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.
- 11.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.
- 11.8 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
  - 11.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within 10 Working Days of receipt of the Buyer's report pursuant to Paragraph 10.5); and
  - 11.9.2 where the Buyer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

## 12 Risk

- 12.1 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:
  - 12.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Deliverable or Milestone; or
  - 12.1.2 affect the Buyer's right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.



## **Annex 1: Test Issues, Severity Levels**

### **1 Severity 1 Error**

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

### **2 Severity 2 Error**

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

### **3 Severity 3 Error**

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

### **4 Severity 4 Error**

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

### **5 Severity 5 Error**

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



## Annex 2: Satisfaction Certificate

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

Dear Sirs,

### **Satisfaction Certificate**

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

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

The definitions for any capitalised terms in this certificate are as set out in the Call-Off Contract. [We confirm that all the Deliverables relating to **[insert relevant description of Deliverables/agreed Milestones and/or reference number(s) from the Implementation Plan]** have been tested successfully in accordance with the Test Plan [or that a conditional Satisfaction Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria].

### **[OR]**

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

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

Yours faithfully

**[insert Name]**

**[insert Position]**

acting on behalf of **[insert name of Buyer]**



## 24. Call-Off Schedule 14 (Service Levels and Balanced Scorecard)



## SECTION 2: BALANCED SCORECARD

### 1 Balanced Scorecard

- 1.1 As an alternative to or in addition to Service Levels (under Section 1 above) and the Supplier's performance management obligations under the Framework Contract, the Buyer and Supplier may agree to follow the Balanced Scorecard and key performance indicators ("KPIs") for a Call-Off Contract and one or more of its Statements of Work.
- 1.2 The purpose of the Balanced Scorecard is to promote contract management activity through measurement of the Supplier's performance against KPIs.

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]



- [REDACTED]  
[REDACTED]
- [REDACTED]

[REDACTED]

- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]  
[REDACTED]

[REDACTED]

- [REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



## 2 Buyer redress for failure to provide Services at or above Service Levels

- 2.1 The Buyer may ask for a Rectification Plan if the Supplier:
  - 2.1.1 fails to meet any of the key performance indicators ("KPIs") listed within Section 2 (Balanced Scorecard) ("a Default") on at least 3 occasions within a 12-Month rolling period
  - 2.1.2 demonstrates poor performance of a Call-Off Contract or any Statement of Work, evidenced through Buyer feedback to CCS that the Supplier has scored a 'red' status on any one of the **[5]** KPI targets listed on the Balanced Scorecard, on at least **[2]** occasions within a period of 3 Months.
- 2.2 This Rectification Plan must clearly detail the improvements and associated timeframes within which the Supplier shall meet and achieve the KPI targets. The Rectification Plan must be provided in accordance with Clause 10.3 of the Core Terms and any failure to correct a Default in line with an accepted Rectification Plan, or failure to provide a Rectification Plan within 10 days of the request may result in the Buyer exercising its right to terminate the Contract in accordance with Clause 10.4 of the Core Terms.

## 3 Performance Monitoring and Performance Review

- 3.1 Within twenty (20) Working Days of the Start Date the Buyer shall provide the Supplier with details of how the process in respect of the monitoring and reporting of KPIs in the Balanced Scorecard will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed which shall contain, as a minimum, the following information in respect of the relevant KPIs just ended:
  - 3.2.1 for each KPI, the actual performance achieved over the relevant period;
  - 3.2.2 a summary of all failures to achieve KPIs that occurred during that period;
  - 3.2.3 details of any failures of KPIs across the Call-Off Contract and, if applicable, one or more SOW;
  - 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence; and
  - 3.2.5 such other details as the Buyer may reasonably require from time to time.
- 3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:



- 3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location, format and time (within normal business hours) as the Buyer shall reasonably require;
- 3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
- 3.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 3.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier for any specified period.



## 4 Satisfaction Survey

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



## **25. Call-Off Schedule 15 (Call-Off Contract Management)**

### **1 SOW Management**

- 1.1 For each contracted SoW the Supplier and the Buyer shall each appoint an owner whom the provision of the Services and the Deliverables shall be managed day-to-day.
- 1.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 1.3 The Parties agree to operate the boards specified as set out in the Annex to this Schedule.

### **2 Role of the Supplier Contract Manager**

- 2.1 The Supplier's Contract Manager's shall be:
  - 2.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
  - 2.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;
  - 2.1.3 able to cancel any delegation and recommence the position himself; and
  - 2.1.4 replaced only after the Buyer has received notification of the proposed change.
- 2.2 The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 2.3 Receipt of communication from the Supplier's Contract Manager's by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

### **3 Role of the Contract Management Board**

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



## 4 Contract Risk Management

- 4.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 4.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
  - 4.2.1 the identification and management of risks;
  - 4.2.2 the identification and management of issues; and
  - 4.2.3 monitoring and controlling project plans.
- 4.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 4.4 The Supplier will maintain a risk register of the risks relating to the Call-Off Contract which the Buyer's and the Supplier have identified.

### Annex: Contract Boards

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

#### Strategic Governance

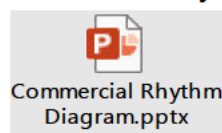
A monthly meeting will take place between the supplier Head of Role, SCS Cluster Sponsor, and representative from the Chief Operating Officer to discuss the overall portfolio of work and demonstration of value for money. The monthly meeting must be attended by the 'Supplier's Home Office Account Lead and Contract Director or similar, rather than the account director from the supplier side in addition, the Head of Role, SCS Cluster Sponsor and representative from the Chief Operating Office reserves the right to call in the attendance anyone from the supplier team to support the discussion

#### Localised Governance

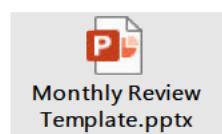
May include (but not limited to) attendance at community events that support the development of the profession within the Home Office, Head of Role management boards, and commercial meetings as necessary.

## Annex B Annex B: Contract Management Reports

**Commercial Rhythm** - The following Commercial Rhythm Diagram is draft structure, which will be amended by the Parties and agreed in writing subsequent to the Start Date:

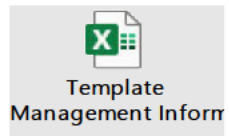


#### Monthly Review Template



#### Monthly MI Template







## 26. Call-Off Schedule 16 (Benchmarking)

### 1 Definitions

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

Term	Definition
<b>Benchmark Review</b>	a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;
<b>Benchmarked Deliverables</b>	any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;
<b>Comparable Rates</b>	the Charges for Comparable Deliverables;
<b>Comparable Deliverables</b>	deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;
<b>Comparison Group</b>	a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;
<b>Equivalent Data</b>	data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;
<b>Good Value</b>	that the Benchmarked Rates are within the Upper Quartile; and
<b>Upper Quartile</b>	in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables.

### 2 When you should use this Schedule

- 2.1 The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.
- 2.2 This Schedule sets to ensure the Contracts represent value for money throughout and that the Buyer may terminate the Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.
- 2.3 Amounts payable under this Schedule shall not fall with the definition of a Cost.



### 3 Benchmarking

#### 3.1 How benchmarking works

- 3.1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.
- 3.1.2 The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.
- 3.1.3 The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Commencement Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 3.1.4 The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.
- 3.1.5 The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.
- 3.1.6 Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.
- 3.1.7 The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

#### 3.2 Benchmarking Process

- 3.2.1 The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:
  - (a) a proposed cost and timetable for the Benchmark Review;
  - (b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
  - (c) a description of how the benchmarker will scope and identify the Comparison Group.
- 3.2.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.
- 3.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.
- 3.2.4 Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.
- 3.2.5 Once it has received the Approval of the draft plan, the benchmarker shall:



- (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:
    - (i) market intelligence;
    - (ii) the benchmarker's own data and experience;
    - (iii) relevant published information; and
    - (iv) pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;
  - (b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
  - (c) using the Equivalent Data, calculate the Upper Quartile;
  - (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- 3.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.
- 3.2.7 In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:
- (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
  - (b) exchange rates;
  - (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

### **3.3 Benchmarking Report**

- 3.3.1 For the purposes of this Schedule "Benchmarking Report" shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;
- 3.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:
- (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
  - (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
  - (c) include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.
- 3.3.3 The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 24 (Changing the contract).



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



## 1. PURPOSE

- 1.1 Home Office owns and directs its Delivery Management strategy through civil servant Delivery Managers, but the variety and fluctuation in demand is such that the flexibility afforded by supplementary service arrangements is invaluable.
- 1.2 We also support the continuous professional development of Delivery Managers and facilitate vibrant communities of practices.
- 1.3 This is an element in our long-term change programme, which is leading the transformation of DDaT in support of our digital future. This work specifically supports ongoing improvements in our resourcing approach and better alignment of Delivery Management work to the DDaT profession and preferred methodologies. These changes are being put in place to provide technology which:
  - 1.3.1 • Is accessible and aligned to user needs
  - 1.3.2 • Can be built and maintained more cost effectively
  - 1.3.3 • Enables a data driven organisation
  - 1.3.4 • Allows more rapid iteration
- 1.4 This work must contribute to the evolution of our delivery against these goals.
- 1.5 This procurement for a DDaT Delivery Management Partner Service is to provide a strategically aligned managed service resource pool which will be able to provide specialist resources to, primarily, support alignment of Delivery Management capabilities across the department.
- 1.6 All DDaT procurements align with the objectives of the Optimus programme and the DDaT vision. The supplier is required to adopt the Optimus Friendly Principles.

## 2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The Home Office is the government department responsible for border control, immigration, passport issuance, policing, fire services, counterterrorism, and drugs policy. The Home Office IT (Information Technology) estate:
  - 2.1.1 Supports over 48,000 users across the UK.
  - 2.1.2 Delivers more than 2,500 applications over 300 systems, hosted across cloud services, private cloud services and multiple data centres.
  - 2.1.3 Operates in a range of separate security domains.
  - 2.1.4 Is currently run by a combination of in-house delivery teams and Managed Service Providers.
- 2.2 Many of these services support critical national functions and contain sensitive public information. The Home Office is seeking to transform the Digital, Data, and Technology (DDaT) Directorate to drive benefits in terms of both operational effectiveness and efficiency.
- 2.3 The Home Office DDaT Vision, Mission and Objectives are shown below.





2.4 Further information about the Home Office can be found on: <https://www.gov.uk/government/organisations/home-office>

### 3. OUR STRATEGY

- 3.1 Our technology strategy identifies a number of goals for the Home Office technology delivery:
- 3.1.1 Building Technology Foundations; through Technology Convergence and Shared Technology Products
  - 3.1.2 Becoming Product centric and Data driven
  - 3.1.3 Pivoting to Digital Delivery and Innovation; through Effective Delivery and Effective Innovation
- 3.2 These elements form the core of our evolution, and we want to spread industry leading best practice across DDaT.
- 3.3 This procurement for a DDaT Delivery Management Partner Service is to provide a more strategically aligned managed service resource pool which will be able to provide specialist resources to, primarily, support better alignment of Delivery Management capabilities across the department.
- 3.4 This service will sit alongside new resourcing processes which are being developed under DDaT change programmes – these will be applied and enforced through various functions to allow resourcing decisions to be made with a “whole DDaT” view. This contract is a key component in our “whole DDaT” view of Delivery Management services. However, there may be occasions where the Home Office looks outside of this contract for similar services.

### 4. DELIVERY MANAGEMENT PARTNER SERVICE OUTLINE

- 4.1 Delivery Managers play a key part in delivery working in multi-disciplinary teams across the Digital, Data and Technology (DDaT) landscape. Whilst they are not ultimately responsible for making delivery happen, they do make sure that:



- 4.1.1 Delivery teams have the right roles and skills needed to be effective, and are able to work together effectively
- 4.1.2 Delivery teams know what their Product Manager's desired outcomes/visions are
- 4.1.3 Delivery teams are empowered to make decisions about how to best achieve those outcomes
- 4.1.4 Delivery teams are inspecting and adapting their processes to get the best out of themselves
- 4.1.5 Delivery teams can focus on their work by resolving issues and protecting the team from outside interference
- 4.1.6 Delivery teams work effectively with other teams, and understand and engage with governance as needed
- 4.1.7 Delivery teams plan effectively, and communicate plans and other information appropriately with stakeholders
- 4.1.8 Overall, delivery teams are able to succeed by delivering value as early as possible
- 4.2 Services Covered
  - 4.2.1 The successful Supplier's teams will be used to deliver a number of types of service under this arrangement across the Home Office.
  - 4.2.2 These services may be referenced in Statements of Work, along with indications for the size of the piece of work, and the expected combinations of capabilities and levels that will be required.
  - 4.2.3 The scope of this contract includes but not limited to:
    - 4.2.3.1 *Delivery Management leadership*
      - (a) Provide Delivery Management leadership and support, leading workstreams and/or teams of Delivery Management or other professions as required for delivery.
    - 4.2.3.2 *Delivery Lifecycle*
      - (a) Provide an adaptive Delivery Management service for a Discovery/ Alpha/ Beta/ Live or other delivery approaches as required.
    - 4.2.3.3 *Delivery Management assurance*
      - (a) Provide Delivery Management assurance service to an existing programme/ project/ product delivery.
- 4.3
  - 4.3.1 Enhance communities of practice



- 4.3.1.1 Engage with, support, and promote Delivery Management and other DDaT community development activities, support learning and development of Civil Servants including their professional development within the Delivery Management practice.
- 4.3.1.2 Mentor and coach Civil Servants in Delivery Management and delivery methodologies and lead and support training and information events and practice workshops on specific topics, providing guidance and insights.
- 4.3.1.3 Ensure artefacts/collateral produced is stored in the appropriate Home Office tools and systems to provide an enduring legacy that can be built upon.
- 4.3.2 These services are agnostic of platform or product – first and foremost we require the right breadth and depth of Delivery Management skills to support our technical strategy. We also place community and behaviours at the fore in this work, and the successful Supplier must integrate with and deliver these elements.
- 4.4 We expect extensive collaboration between the successful Supplier, business users and central commercial/professional teams to define specific SoWs. As such SoW development is viewed as a collaborative activity, and any work which is not sensibly delivered under this contract will be directed to another resourcing route.
- 4.5 The nominal duration of this contract is 48 months. We do not anticipate extending any SoWs beyond the 9-month point.

## **5. WORKING WITH OTHERS**

- 5.1 The Supplier will be undertaking these activities in a multi-disciplinary / multi-vendor environment. The contracted Supplier/ resources shall/ will develop strong collaborative working relationships with the existing Home Office DDaT portfolio teams (and other areas of the Home Office that require Delivery Management services) and with the other suppliers supporting Home Office DDaT with whom the supplier will work.
- 5.2 It is expected that that Supplier shall participate in agreed planning events that determine delivery scope. However, it is recognised in an agile environment that change will happen so all changes to scopes of work will need to be captured in Statements of Work.
- 5.3 The Home Office is building up our own Delivery Management capability; this arrangement needs to support this and achieving a balanced community.

## **6. REQUIRED BEHAVIOURS**

- 6.1 The Supplier will be expected to embody an open and positive approach, supporting the Home Office in:
  - 6.1.1 Progressing the DDaT profession, understanding all roles and helping to build our community;
  - 6.1.2 Working and assessing to appropriate standards: for instance, accessibility, the GDS service standard and our own community practices; and



- 6.1.3 Improving our skills and approaches as well as keeping up to speed with the technology landscape.
- 6.2 These behaviours will be required of all staff, regardless of their engagement terms. In addition, these roles are expected to display several key behaviours:
  - 6.2.1 Exhibit leadership across all roles, as appropriate. This will be expected to sit alongside core work delivering Delivery Management services as appropriate;
  - 6.2.2 Strong teamwork, which must cross organisational boundaries;
  - 6.2.3 An attitude of continuous improvement - evangelising for new tools, approaches, or techniques across the Home Office; helping to improve and embed our product centric approach across all portfolios;
  - 6.2.4 Joining our DDaT Professions, in this case the Delivery Management community. Expecting a proportion of your time to be engaged in community-focussed events and the mentoring of other internal staff, actively encouraging, and supporting the onboarding of civil servant resources;
- 6.3 We will also require all work undertaken to be in consideration of (and adhere to, where appropriate) our profession standards, particularly around:
  - 6.3.1 Specific standards for each programme, for instance covering quality, lifecycle, or cost controls;
  - 6.3.2 Actively supporting assurance activities such as Service Assessments and, as necessary, other ad-hoc audit/engagement work.

## 7. DEPENDENCIES AND ASSUMPTIONS

The Home Office requires the Supplier to:

- Provide details of any dependencies upon the Home Office that would impact successful delivery of milestones, products, projects, or services.
- Provide details of the impact, including commercial impacts, if any dependency is not met.
- Participate in the active management of dependencies during delivery.
- State any assumptions made in respect of the Service.
- State the impact, including the commercial impact, of any assumption being incorrect.

## 8. STRATEGIC REQUIREMENTS

- The Supplier will be responsible for providing strong Delivery Management thought leadership capability to:
  - Champion Product-Centric ways of working across the department



- Proactively deliver a re-use and convergence agenda in collaboration across Home Office portfolios.
- Drive ongoing innovation and continuously look to industry improvements to increase value delivered by the products and ways of working
- The main purpose of this capability is to ensure that key Delivery Management skills are retained within HO DDaT in a way that allows growth of the department's Delivery Management capability
- The Supplier will actively encourage and support the onboarding of civil servant Delivery Management resources across the Home Office, offering support and training to those resources as agreed with the Home Office.

## **9. DELIVERY MANAGEMENT SKILLS**

Delivery Management skills, by role:

### **9.1 Lead Outcome Technology Delivery Manager (SFIA 5):**

- 9.1.1 Building and owning senior stakeholder relationships across the business, influencing Product Managers across many teams in order to achieve business outcomes
- 9.1.2 Identifying and implementing appropriate governance mechanisms for your cross-cutting deliveries, advising on how any existing governance processes can be complemented
- 9.1.3 Recommending and agreeing optimal decision-making thresholds with key stakeholders and leading on ensuring that timely decisions are made across multiple teams to ensure successful delivery
- 9.1.4 Taking insight from individual delivery plans to translate a complex product roadmap for an end-to-end outcome into a delivery plan, ensuring appropriate sequencing of the work across teams
- 9.1.5 Delivering in line with capacity and availability of many product teams, leveraging supplier frameworks and managing budgets and spending to make informed decisions on resources and team profiles
- 9.1.6 Using your delivery expertise to actively manage risks, issues, and dependencies across multiple delivery teams, acting as the final escalation point for risks raised by the delivery teams

### **9.2 Senior Outcome Technology Delivery Manager (SFIA 4):**

- 9.2.1 Creating and maintaining an overall delivery plan that highlights forecasts/estimates and confidence levels, whilst considering multiple individual delivery plans
- 9.2.2 Leading delivery to cost and quality standards, managing risks and dependencies



- 9.2.3 Actively managing risks, issues, and dependencies across multiple delivery teams
  - 9.2.4 acting as the Delivery Manager for one or more delivery teams at the same time through a complete delivery lifecycle (prepare, deliver, improve)
  - 9.2.5 Using feedback loops, data analysis and experiments to iteratively improve the outcome being delivered
- 9.3 Lead Technology Delivery Manager (SFIA 5):
- 9.3.1 Taking a lead on managing relationships with commercial partners, working with colleagues in Home Office Commercial when contracts need organising and negotiating. Facilitating governance meetings and mechanisms and/or selecting the right people to join these discussions
  - 9.3.2 Using experience and delivery expertise to actively manage risks, issues, and dependencies for multiple delivery teams, adapting ways of working to improve delivery across teams and acting as the final escalation point for any risks highlighted by colleagues
  - 9.3.3 Assessing the effectiveness across multiple delivery teams, engaging with and motivating teams in different ways depending on their needs, and facilitating collaboration across delivery teams when required
  - 9.3.4 Identifying and driving forward the development of delivery capabilities within the delivery organisation, including continuous professional development and exploitation of new and emerging industry leading techniques and approaches
  - 9.3.5 Demonstrating a strong understanding of which elements of a delivery methodology might work in context to deliver successfully, and making conscious decisions on trade-offs with quality, both in planning and delivery
  - 9.3.6 Strong financial management skills in order to leverage budget, prioritise business needs and make key decisions
- 9.4 Senior Technology Delivery Manager (SFIA 4):
- 9.4.1 Translating a single product roadmap into one complex, or multiple delivery plans, considering the people and skills required for each delivery team and using delivery data to set milestones based on forecasts where possible
  - 9.4.2 Setting individuals up for success and helping to create an effective team environment
  - 9.4.3 Using previous experience, expertise, and current metrics to identify, understand, and improve team delivery performance
  - 9.4.4 Applying appropriate techniques taken from different methodologies to effectively deliver successfully within a given context
  - 9.4.5 Managing budgets and commercial supplier relationships
  - 9.4.6 Understanding what good governance looks like and how to implement improvements



## 9.5 Technology Delivery Manager (SFIA 3):

- 9.5.1 Being responsible for a single delivery team working to deliver a product within agreed timescales, to cost and quality standards.
- 9.5.2 Forming a partnership with a Product Manager to deliver value against the product vision, as well as developing communication approaches to effectively engage with and influence relevant stakeholders, translating technical concepts to non-technical stakeholders.
- 9.5.3 Translating product roadmaps and features into an achievable delivery plan, considering the people and skills required and predicting milestones based on forecasts where possible
- 9.5.4 Delivering in line with a team's capacity and availability, developing an understanding of the relevant frameworks to leverage supplier needs when necessary, and budgeting effectively for resourcing requirements
- 9.5.5 actively managing risks, issues, and dependencies for your delivery team, acting on delivery data and adapting ways of working to mitigate risks
- 9.5.6 monitoring trends in team performance and effectiveness, and engaging and motivating the team as required

## 10. OTHER REQUIREMENTS

- 10.1 We expect participation and support to all ceremonies and other project/programme management meetings, including any community meetings agreed.
- 10.2 We expect provision of appropriate management information and reporting (see 'Reporting')
- 10.3 Restrictive covenants shall not apply to sub-contracted resources on expiry of the Call Off Contract.
- 10.4 Supplier will be required to provide sub-contractor supply chains data information. This information shall include the margin you and any sub-contractors apply when using sub-contractors (this includes anyone not employed directly by your organisation).
- 10.5 See Section 9 for role titles & guideline SFIA skills levels. We reserve the right to assess any Supplier Personnel provided under these lots to ensure that skills are commensurate with the levels specified.
- 10.6 If the specific technical skills requested for any role are not at the expected SFIA level the supplier will be required to substitute Personnel or provide a training plan for upskilling (all at cost). The Supplier is required to maintain a skills matrix for all Supplier Personnel engaged in work instructions under this Call Off Contract.

## 11. DELIVERY MANAGEMENT COMMUNITY OUTLINE

Our Delivery Management Community is arranged into a number of roles and the specific roles in scope for this tender are identified below.

### 11.1 The general SFIA skill levels appropriate to these roles are:

- 11.1.1 Lead Outcome Technology Delivery Manager: SFIA 5



- 11.1.2 Senior Outcome Technology Delivery Manager: SFIA 4
- 11.1.3 Lead Technology Delivery Manager: SFIA 5
- 11.1.4 Senior Technology Delivery Manager: SFIA 4
- 11.1.5 Technology Delivery Manager: SFIA 3
- 11.2 There is no requirement for Graduate, above SFIA 5 or below SFIA 3 level resources under this arrangement.
- 11.3 We require all staff to be involved in the mentoring/community activities identified in this bid pack. Where this has a specific impact on the level of effort required this should be considered in the pricing approach used and built into any SoW.
- 11.4 Where work is undertaken on a firm basis, we would expect the supplier to identify the resources required to fulfil the scope of work - if there is a need to consider "secondary" effort for community engagement or task management then this should be included.
- 11.5 Role Outlines for the types of roles under this service are identified below. Please note that these are generic roles descriptions. Any specific technical skills or responsibilities will be identified in specific role description associated with each SoW. These will be defined with the supplier, as necessary.
  - 11.5.1 **Lead Outcome Technology Delivery Manager (SFIA 5):**
  - 11.5.2 A Lead Outcome Technology Delivery Manager coordinates across multiple delivery teams to deliver a large and complex business outcome. They deliver to cost and quality standards, managing risks and dependencies across multiple teams, rather than acting as a dedicated member of a single product delivery team. They leverage supplier frameworks where necessary and own senior stakeholder relationships.
  - 11.5.3 A Lead Outcome Technology Delivery Manager works with flexibility, selecting and applying techniques from different delivery methodologies depending on the requirements of the business outcome they are working towards. They get the best out of the delivery teams and drive continuous improvement.
  - 11.5.4 A Lead Outcome Technology Delivery Manager is responsible for identifying and implementing appropriate governance mechanisms for cross-cutting deliveries, advising on how existing governance processes can be complemented. They recommend and agree optimal decision-making thresholds with key stakeholders and lead on ensuring that timely decisions are made across multiple teams to ensure successful delivery.
  - 11.5.5 A Lead Outcome Technology Delivery Manager works with multiple senior stakeholders across the organisation, including drivers of Home Office policy, members of the DDaT community and colleagues in Home Office Commercial where contracts need organising and negotiating. As a leader within the delivery community, they provide technical leadership, guidance, and support to others.
  - 11.5.6 A Lead Outcome Technology Delivery Manager drives contributions to DDaT and cross-government communities of practice, sharing knowledge, setting good practice, and providing an example of what good looks like.



- 11.5.7 Senior Outcome Technology Delivery Manager (SFIA 4)**
- 11.5.8** A Senior Outcome Technology Delivery Manager coordinates across multiple delivery teams to deliver a business outcome of small-medium size and complexity. They deliver to cost and quality standards, managing risks and dependencies across multiple teams, rather than acting as a dedicated member of a single product delivery team. They leverage supplier frameworks where necessary.
- 11.5.9** A Senior Outcome Technology Delivery Manager works with flexibility, selecting and applying techniques from different delivery methodologies depending on the requirements of the business outcome they are working towards. They get the best out of the delivery teams and drive continuous improvement.
- 11.5.10** A Senior Outcome Technology Delivery Manager implements appropriate governance mechanisms for cross-cutting deliveries, considering and complementing existing governance processes. They agree decision-making thresholds with key stakeholders and facilitate timely decisions across multiple teams to ensure successful delivery.
- 11.5.11** A Senior Outcome Technology Delivery Manager works with multiple stakeholders across the organisation, including drivers of Home Office policy, members of the DDaT community and colleagues in Home Office Commercial where contracts need organising and negotiating.
- 11.5.12** A Senior Outcome Technology Delivery Manager contributes to DDaT and cross-government communities of practice to absorb and share knowledge and contribute to setting good practice and standards.
- 11.5.13 Lead Technology Delivery Manager (SFIA 5):**
- 11.5.14** A Lead Technology Delivery Manager is responsible for multiple delivery teams to deliver highly complex, technical, and risky products within agreed timescales, to cost and quality standards. They own senior stakeholder relationships, effectively translating technical concepts, influencing, and negotiating when required.
- 11.5.15** A Lead Technology Delivery Manager works with flexibility, selecting and applying techniques from different delivery methodologies depending on the requirements of the delivery. They get the best out of teams and drive continuous improvement.
- 11.5.16** A Lead Technology Delivery Manager takes the lead on managing relationships with commercial partners, working with colleagues in Home Office Commercial when contracts need organising and negotiating. They facilitate governance meetings and mechanisms and/or select the right people to join these discussions.
- 11.5.17** A Lead Technology Delivery Manager provides leadership, guidance, and support to others. They drive contributions to DDaT and cross-government communities of practice, sharing knowledge, setting good practice, and providing an example of what good looks like.
- 11.5.18 Senior Technology Delivery Manager (SFIA 4):**



- 11.5.19 A Senior Technology Delivery Manager is responsible for delivering products within agreed timescales, to cost and quality standards. Depending on the product, they may be responsible for 2-3 smaller delivery teams, or alternatively a single delivery team to deliver a more complex/technical product. They work in close partnership with Product Managers in order to deliver value against the product vision. They work with senior stakeholders, effectively translating technical concepts and influencing where necessary.
- 11.5.20 A Senior Technology Delivery Manager selects and applies appropriate delivery techniques based on the requirements of the delivery. They flex the delivery approach to get the best out of teams, providing them with support and guidance to enable successful delivery.
- 11.5.21 A Senior Technology Delivery Manager works with colleagues in Home Office Commercial when contracts need organising and negotiating. They facilitate governance meetings and mechanisms and/or select the right people to join these discussions.
- 11.5.22 A Senior Technology Delivery Manager mentors and coaches' other members of the delivery community, sharing experience and knowledge. They contribute to cross-government communities of practice and help to set good practice and standards.
- 11.5.23 **Technology Delivery Manager (SFIA 3):**
- 11.5.24 A Technology Delivery Manager is responsible for a single delivery team working to deliver a product within agreed timescales, to cost and quality standards. They form a partnership with a Product Manager in order to deliver value against the product vision. They also work with a variety of stakeholders, translating technical concepts where necessary.
- 11.5.25 A Technology Delivery Manager works with flexibility, selecting and applying appropriate delivery techniques as required, based on your delivery experience. They get the best out of the team, providing support and protecting them from external influences that may affect successful delivery.
- 11.5.26 A Technology Delivery Manager works with colleagues in Home Office Commercial when contracts need organising and negotiating. You may be required to facilitate governance meetings and mechanisms and/or select the right people to join these discussions. As part of the DDaT community, you will contribute to communities of practice to absorb and share knowledge and help to set good practice and standards.

## 12. GENERAL SECURITY REQUIREMENTS

- 12.1 It is anticipated that most individuals in the Supplier's team will require, as a minimum, SC (Security Cleared) clearance. Some individuals may also require NPPV3 or DV (Developed Vetting) clearance. All staff identified must have or be willing to undergo clearance to the required level. The level of clearance required will be identified in individual Statements of Work and clearance needs to have been achieved and validated by the Customer before each individual can commence work.



- 12.2 Normal processes should be expected in the clearing of staff or transfer of clearances where applicable.
- 12.3 Supplier shall ensure protection of HMG (His Majesty's Government) information assets.
- 12.4 There may be a requirement to process personal data under this arrangement. This could reside in the systems being supported or be data pertaining to contract management. We would expect personal data for management purposes to be considered at the top level, specific details or requirements pertaining to personal data held by services developed/supported will be covered under each SoW.
- 12.5 Our Call Off Contract and supporting documentation identify that a SMP (Security Management Plan) and Information Security Management System (ISMS) are required. For the avoidance of doubt, we do view that these are required under the Call Off Contract.
- 12.6 In addition to overall documentation, we also expect that system specific ISMS/SMPs or other supporting security processes (for instance incident response processes) may be required. These will be dealt with at SoW level, and we would expect this to be considered in the tasking approach proposed.
- 12.7 We expect that some of the baseline security requirements may be dealt with at overarching or SoW specific levels (for instance the provision of assured compliant tools). This is, however, a function of the emergent SoW requirements as well as the resources/systems/process which may be used to support delivery of the services.
- 12.8 As such we would invite bidders to identify how they intend to deal with assurance and security of the services, acknowledging that this may vary between bidders depending on approach. Where elements or processes may not be relevant for final agreements, please make this clear.

### **13. WORKING ARRANGEMENTS**

- 13.1 The Supplier's team will be required to be located as defined in specific Statements of Work (SoWs).
- 13.2 The Supplier is expected to appoint a non-billing management team covering the roles in section 11. Any other supporting roles are at the discretion of the supplier but will not be billable.
- 13.3 The Supplier shall use their own equipment (for instance laptops, laptop accessories and mobile phones), except when directed to use HO resources to ensure the Supplier can effectively work with our secure environments (or otherwise). Specific requirements will be identified in each SoW.
- 13.4 Working hours; expected to be 8 hours a day (exclusive of breaks). Bidders should consider the impact of varying working day durations, or any resources used in their pricing approach; a day will be defined as 8 hours.
- 13.5 Where response to critical incidents is required, which is not expected to be a significant volume of work, this will be identified in any SoW. Any limitations placed on this, impact on SoW delivery and modifications required to tasking should be identified in the proposed tasking/costing approach.
- 13.6 The tasking process proposed should identify (or consider) any limits/assumptions around tasking speed or the potential rate of resource growth. As we are unable to



identify SoWs in advance, we understand the need for this to allow a deliverable bid to be defined. We will work with the successful bidder to manage around any limitations identified.

- 13.7** Neglecting any other issues, the flexibility and speed in responding to any SoW (and associated demand) may be significant in the volume of work which can in scope. As such flexible and rapid management/tasking processes may be expected to encourage the greatest use of this arrangement for the Supplier.
- 13.8 We anticipate that a small proportion of work undertaken under this contract may be suitable for delivery in a near- or off-shore manner. This is only expected to be applicable for work which does not require cleared individuals or Home Office resources. We anticipate that this will be in the minority of work, and we do not require the provision of these options.
- 13.9 Any near- or off-shore working proposed should still comply with all elements of this requirement (paying particular attention to collaboration, community, and alignment to our profession structure).

#### **14. TUPE (TRANSFER OF UNDERTAKINGS PROTECTION OF EMPLOYMENT)**

- 14.1 Home Office will not be providing any indicative schedule for staff transfers or expected SoW backlog. We will work with our current delivery teams, the successful bidder, and other stakeholders to identify services which may be suitable for transition to this arrangement. As such no specific transfer timetable exists.
- 14.2 As such, we will be unable to identify specific requirements for TUPE or TUPE related information at this stage; the extent and content of such information will be assessed and provided during the development of any specific Statement of Work, which will vary across existing suppliers.
- 14.3 Where TUPE may apply, discussions will be held at the definition of a statement of work and necessary arrangements made.
- 14.4 This scope of work excludes management or other costs associated with TUPE.
- 14.5 New work (where there may not be an incumbent) is also in scope for this contract, as such it is not expected that a transfer from an incumbent will apply to all SoWs.

#### **15. OFFICE LOCATIONS & TRAVEL**

- 15.1 The Primary office locations will be UK National. Suppliers may be required to work at other locations within the UK as required.
- 15.2 Primary Office locations:
- Marsham Street, London, SW1P 4DF
  - Soapworks, Colgate Lane, SALFORD M5 3FS
  - Lunar House, 40 Wellesley Road, Croydon, CR9 2BY
  - Vulcan House Steel, 1st floor, 6 Millsands, Sheffield, S3 8NU
  - HMPO (HM Passport Office) Freemans Reach, Durham, DH1 1SL
- 15.3 We expect a proportion of work to be undertaken in a remote/virtual manner. We would like the supplier to consider the impact of these working arrangements in their response, however we are unable to identify the volume of this work, which will be scoped and defined at SoWs level.



- 15.4 The Supplier shall be wholly responsible for any and all travel and Expenses; except in instances where the agreed SoW specifically articulates travel costs and expenses maybe recoverable. Any expenses must abide by the Home Office Travel Policy.
- 15.5 Any claim for travel cost and expenses should be pre agreed with the buyer and comply with the buyers Policy on Travel and Expenses
- 15.6 Subsistence will be payable by exception, where this is included in the SoW and has been pre-authorised by the Authority, when working away from the base location.

## 16. GOVERNANCE

- 16.1 Governance will be monitored across three levels (strategic, localised, and commercial):



### 16.2 Strategic Governance

- 16.2.1 A monthly meeting will take place between the supplier Head of Role, SCS (Senior Civil Servants) Cluster Sponsor, and representative from the Chief Operating Officer to discuss the overall portfolio of work and demonstration of value for money. The monthly meeting must be attended by the supplier CEO or similar, rather than the account director from the supplier side in addition, the Head of Role, SCS Cluster Sponsor and representative from the Chief Operating Officer reserves the right to call in the attendance anyone from the supplier team to support the discussion.
- 16.2.2 Alongside a monthly report, localised performance management and commercial performance management (see 'Reporting') will feed into the overall strategic performance management view.

### 16.3 Localised Governance

- 16.3.1 Performance will be managed at a local level through individual statements of work. The Home Office Commercial and Head of Role together with the identified Home Office Statement of Work owner will approve each Statement of Work.
- 16.3.2 Individual Statements of Work will define the performance management in terms of required attendance at meetings, reports, and discussions.



16.3.3 These may include (but not limited to) attendance at community events that support the development of the profession within the Home Office, Head of Role management boards, and commercial meetings, as necessary.

16.3.4 In addition, suppliers would be expected to comply with existing localised governance structures within the portfolios they are operating in.

#### 16.4 Commercial Governance

16.4.1 Commercial Performance Management will be led by the contract manager. The contract manager will review monthly the performance against the balanced score included in Call-Off Schedule 14B (Service Levels and Balanced Scorecard)

#### 16.5 Performance management of resources

16.5.1 The performance of the resources provided by the supplier need to be monitored and the Supplier is required to provide the reporting shown below on a monthly basis

16.5.1.1 Resource vs projects/deliverables and status – Red /green/ amber

16.5.1.2 Issues and blockers

16.5.1.3 Bimonthly NPS scores from SoW owners/ portfolio heads in Home Office

16.5.1.4 NPS score explanations are (1-10); Minimum 8 for a satisfactory performance. 9 exceeds expectation and 10 Outstanding. If the score is less than 8 then the supplier submits a plan to remediate and uplift the score agreed actions with Heads of roles and Commercial team at the home office. If Supplier cannot increase the score to a satisfactory level, then its Supplier's responsibility to replace the resource or else Home Office has the right to end the work on that particular SoW.

16.5.1.5 Biweekly meeting with Supplier and CM to review the performances.

16.5.1.6 Monthly report from supplier to CM on Capacity building activities and Community of practice activities

#### 16.6 Named Roles

16.6.1 To support the governance process, the Home Office would expect named supplier contacts, of an appropriate level, to take ownership and responsibility for the overall quality assurance of the portfolio. This includes a:

- a) Contract Director
- b) Commercial Lead
- c) Delivery Management Profession Lead
- d) Resourcing Lead
- e) SoW Lead for all issued Statements of Work



16.6.2 The SoW Lead should be a named individual for each SoW, to be agreed during tasking. To allow for efficient delivery we place no restrictions on SoW Leads being shared across multiple SoWs or sharing this with other work, assuming enough time is available to oversee successful delivery and responsiveness to queries. It is anticipated that the level of effort required from the SoW Lead may vary depending on SoW scope.

16.6.3 It is expected that there will be enough administrative capacity to support the roles listed above in managing their day to day and reporting duties.

## 17. PAYMENT

17.1 Where applicable, Milestone Payments will be provided on the completion of an Acceptance Certificate by designated Civil Servant, whereby the Home Office confirms that the relevant Achievement Criteria have been met and hereby gives the Supplier authority to submit a valid invoice to the Home Officer for the charges agreed in the statement of work.

17.2 Individual Statements of Work will outline clear milestones and the respective payment.

## 18. REPORTING

18.1 Strategic Level

18.2 Monthly report summarising the portfolio of work across the Home Office to include as a minimum:

- a) Management Information for roles with each approved Statement of Work
- b) Attendance at Home Office Community events
- c) Identification of SMEs (Subject Matter Experts)
- d) Feedback from Statement of Work owners
- e) Sub-contractor supply chains data information. Information shall include the margin you and any sub-contractors apply when using sub-contractors (this includes anyone not employed directly by your organisation).

18.3 Localised Level

18.3.1 At a localised level individual Statements of Work will outline specific reporting requirements

18.4 Commercial Level

18.4.1 The supplier will be required to provide the Commercial team with supporting information to complete the monthly balance score included in CCS Call-Off Schedule 14B.

## 19. COMMUNITY, ENGAGEMENT, AND COLLABORATION

19.1 The Home Office requires the supplier suppliers to work together with others to provide Delivery Management services to the Customer ("**Collaboration**"). This section describes the collaborative behaviours expected, regardless of the presence of a specific collaboration agreement.



19.2 There may be a need for specific collaborative arrangements for collaborative working, however these will relate to a specific SoW. As such no formal collaboration agreement is possible at the overarching level. We expect that the supplier will support the formation of suitable agreements, this can be considered during the development of any specific SoW.

19.3 Collaboration is central to delivery success and requires:

- 19.3.1 effective and open communication including clear identification of who does what and when in order for all parties to understand their role in delivering these services;
- 19.3.2 each Supplier to exhibit participative and collaborative behaviour to facilitate the smooth running of services and timely resolution of any problems;
- 19.3.3 a collaborative culture and a way of working that puts the needs of the end-user first whilst recognising that all Suppliers are responsible for the particular service they have been contracted for; and
- 19.3.4 transparency of information that contributes to a single shared information set to provide 'one version of the truth.'

19.4 The Collaboration approach is based on the following principles:

- 19.4.1 The Collaboration Requirements focus on behavioural methods of managing and driving collaboration by:
  - a) defining and communicating expected behaviours;
  - b) defining and communicating an escalation route to manage instances of non-collaborative; and
  - c) defining and communicating remedies for consistent demonstration of non-collaborative behaviours.
- 19.4.2 The Collaboration Requirements include the publishing of traffic lights that record adherence to collaborative behavioural standards.

19.5 The Supplier shall lead by example and set the standard for collaborative behaviours in the Home Office Delivery Management environments. They will provide:

- a) clear and proactive leadership, direction, and communication;
- b) a clear articulation of its services and key performance indicators;
- c) an inclusive and responsive governance approach;
- d) a mechanism to recognise and resolve collaborative differences between Suppliers;
- e) clear identification of Supplier roles, responsibilities, and accountabilities;
- f) a transparent decision-making process that facilitates timely solutions;
- g) access to tooling and information that presents a 'single version of the truth;'



- h) training and coaching to ingrain collaborative values and attitudes into the culture of individuals working within Delivery Management and to promote and support collaborative behaviour more generally; and
- i) a focus on supplier relationship management.

19.6 Suppliers shall undertake to encourage:

- a) a listening culture that takes a balanced view of a situation rather than being overly judgemental;
- b) an environment in which Suppliers can challenge requirements or opinions with a view to improving the delivery of services;
- c) effective demand management over a suitable planning horizon and a supplier relationship management approach that delivers a no-surprises culture; and
- d) an environment in which, when things go wrong, the first reaction is to look for the best way to jointly put things right.

19.7 Suppliers shall undertake to ensure individuals representing their organisation:

- a) engage in open and honest dialogue;
- b) exhibit pragmatism and flexibility;
- c) work collaboratively to meet delivery objectives;
- d) trust other suppliers and accept responsibility for their own actions;
- e) behave in a fair and reasonable manner; and
- f) identify anything that is likely to prejudice the delivery of the Home Office Delivery Management Services as soon as it becomes apparent.

19.8 Suppliers must work together as a virtual team, with each delivering their element to the best of their ability whilst:

- a) maintaining professionalism throughout;
- b) adhering to a 'fix first,' discuss later approach;
- c) proactively contributing to incident and problem resolution;
- d) sharing information on risks before they become issues; and
- e) providing a customer focused service.

19.9 Each supplier undertakes to:

- a) appoint a Collaboration champion at a senior level who shall be accountable, and act as an escalation point, for collaborative behaviours within their organisation including attending arbitration panels as required;
- b) resolve collaboration-related problems that relate to or subsist in their service.



## 28. Call-Off Schedule 25 (Ethical Walls Agreement)

### Ethical Walls Agreement

**[Buyer]**

and

**[Supplier]**



This Agreement is dated [ ] 20[ ]

between

- 1 [Insert name of Buyer] (the "**Buyer**") [acting on behalf of the Crown] of [insert Buyer's address]; and
- 2 [Insert name of Supplier] a [company]/[limited liability partnership] registered in England and Wales under registered number [insert registered number] whose registered office is at [insert Supplier's registered address] (the "**Supplier**").

together the "Parties" and each a "Party".

## Background

- A. The Buyer is obliged to ensure transparency, fairness, non-discrimination and equal treatment in relation to its procurement process pursuant to the Public Contracts Regulations 2015 (as amended) (the **PCR**). The purpose of this document ("Agreement") is to define the protocols to be followed to prevent, identify and remedy any conflict of interest (whether actual, potential or perceived) in the context of the Further Competition Procedure.
- B. The Buyer is conducting a Further Competition Procedure for the supply of [TBC] under a Call-Off Contract (the "**Purpose**").
- C. The Buyer has an obligation to deal with conflicts of interest as set out in Regulation 24 (1) of the PCR. The concept of conflict of interest is wide. In the PCR it is described as covering at least "any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure" (Regulation 24(2)). "Staff members" refers to staff members of the Buyer or of a procurement service provider acting on behalf of the Buyer who are involved in the conduct of the procurement procedure or may influence the outcome of that procedure. "Procurement service provider" refers to a public or private body which offers ancillary purchasing activities on the market.
- D. Pursuant to Regulation 41 of the PCR, the Buyer is under an obligation to ensure that competition is not distorted by the participation of any Framework Contract supplier acting as a bidder in a further competition procedure. Accordingly, the Buyer has identified that a potential distortion of competition could arise as a consequence of a bidder wishing to submit a Tender for this Further Competition Procedure, where it has also performed services for the Buyer under existing contractual arrangements or as a subcontractor under those same arrangements.
- E. The Parties wish to enter into this Agreement to ensure that a set of management processes, barriers and disciplines are put in place to ensure that conflicts of interest do not arise, and that the Supplier does not obtain an unfair competitive advantage over Other Bidders.

It is agreed:

## 1 Definitions and interpretation

- 1.1 The following words and expressions shall have the following meanings in this agreement and its recitals:

Term	Definition
<b>Affiliate</b>	means 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;
<b>Agreement</b>	means this ethical walls agreement duly executed by the Parties;
<b>Bid Team</b>	means any Supplier, Affiliate, connected to the preparation of an FCP Response;
<b>Central Government Body</b>	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (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;
<b>Conflicted Personnel</b>	means any Supplier, Affiliate, staff or agents of the Supplier or an Affiliate who, because of the Supplier's relationship with the Buyer under any Contract have or have had access to information which creates or may create a conflict of interest;
<b>Contract</b>	means the Delivery Management Services dated [REDACTED] between the Buyer and the Supplier and/or an Affiliate;
<b>Control</b>	means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and " <b>Controls</b> " and " <b>Controlled</b> " shall be interpreted accordingly;
<b>Effective Date</b>	means the date of this Agreement as set out above;
<b>Further Competition Procedure or FCP</b>	means an invitation to submit tenders issued by the Buyer as part of an FCP Process;
<b>FCP Process</b>	means, with regard to the Purpose, the relevant procedure provided for in Framework Schedule 7 (Call-Off Award Procedure) of RM1043.8 Framework Contract which the Buyer has elected to use to select a contractor, together with all relevant information, correspondence and/or documents issued by the Buyer as part of that procurement exercise, all information, correspondence and/or documents issued by the bidders in response together with any resulting contract;
<b>FCP Response</b>	means the tender submitted or to be submitted by the Supplier or an Affiliate [(or, where relevant, by an Other Bidder)] in response to an FCP;
<b>Other Affiliate</b>	any person who is a subsidiary, subsidiary undertaking or holding company of any Other Bidder;
<b>Other Bidder</b>	means any other bidder or potential bidder that is not the Supplier or any Affiliate that has or is taking part in the FCP Process;
<b>Parties</b>	means the Buyer and the Supplier;



<b>Professional Advisor</b>	means a supplier, subcontractor, advisor or consultant engaged by the Supplier under the auspices of compiling its FCP Response;
<b>Purpose</b>	has the meaning given to it in recital B to this Agreement;
<b>Representative</b>	refers to a person's officers, directors, employees, advisers and agents and, where the context admits, providers or potential providers of finance to the Supplier or any Affiliate in connection with the FCP Process and the representatives of such providers or potential providers of finance; and
<b>Third Party</b>	means any person who is not a Party and includes Other Affiliates and Other Bidders.

- 1.2 Reference to the disclosure of information includes any communication or making available information and includes both direct and indirect disclosure.
- 1.3 Reference to the disclosure of information, or provision of access, by or to the Buyer or the Supplier includes disclosure, or provision of access, by or to the representatives of the Buyer or Representatives of the Supplier (as the case may be).
- 1.4 Reference to persons includes legal and natural persons.
- 1.5 Reference to any enactment is to that enactment as amended, supplemented, re-enacted or replaced from time to time.
- 1.6 Reference to clauses and recitals is to clauses of and recitals to this Agreement.
- 1.7 Reference to any gender includes any other.
- 1.8 Reference to writing includes email.
- 1.9 The terms “associate”, “holding company”, “subsidiary”, “subsidiary undertaking” and “wholly owned subsidiary” have the meanings attributed to them in the Companies Act 2006, except that for the purposes of section 1159(1)(a) of that Act, the words ‘holds a majority of the voting rights’ shall be changed to ‘holds 30% or more of the voting rights’, and other expressions shall be construed accordingly.
- 1.10 The words “include” and “including” are to be construed without limitation.
- 1.11 The singular includes the plural and vice versa.
- 1.12 The headings contained in this Agreement shall not affect its construction or interpretation.

## 2 Ethical walls

- 2.1 In consideration of the sum of £1 payable by the Buyer to the Supplier, receipt of which is hereby acknowledged, the Supplier:
- 2.1.1 shall take all appropriate steps to ensure that neither the Supplier nor its Affiliates and/or Representatives are in a position where, in the reasonable opinion of the Buyer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier or its Affiliates or Representatives and the duties owed to the Buyer under the Contract or pursuant to an fair and transparent FCP Process;
- 2.1.2 acknowledges and agrees that a conflict of interest may arise in situations where the Supplier or an Affiliate intends to take part in the FCP Process and, because of the Supplier's relationship with the Buyer under any Contract, the Supplier, its Affiliates and/or Representatives have or have had access to information which could provide the Supplier and/or its Affiliates with an advantage and render unfair an otherwise genuine and fair competitive FCP Process; and



- 2.1.3 where there is or is likely to be a conflict of interest or the perception of a conflict of interest of any kind in relation to the FCP Process, shall comply with Clause 2.2.
- 2.2 The Supplier shall:
  - 2.2.1 Not assign any of the Conflicted Personnel to the Bid Team at any time;
  - 2.2.2 Provide to the Buyer a complete and up to date list of the Conflicted Personnel and the Bid Team and reissue such list upon any change to it;
  - 2.2.3 Ensure that by no act or omission by itself, its staff, agents and/or Affiliates results in information of any kind or in any format and however so stored:
    - (a) about the Contract, its performance, operation and all matters connected or ancillary to it becoming available to the Bid Team; and/or
    - (b) which would or could in the opinion of the Buyer confer an unfair advantage on the Supplier in relation to its participation in the FCP Process becoming available to the Bid Team;
  - 2.2.4 Ensure that by no act or omission by itself, its staff, agents and/or Affiliates and in particular the Bid Team results in information of any kind or in any format and however so stored about the FCP Process, its operation and all matters connected or ancillary to it becoming available to the Conflicted Personnel;
  - 2.2.5 Ensure that confidentiality agreements which flow down the Supplier's obligations in this Agreement are entered into as necessary between the Buyer and the Supplier, its Affiliates, its staff, agents, any Conflicted Personnel, and between any other parties necessary in a form to be prescribed by the Buyer;
  - 2.2.6 physically separate the Conflicted Personnel and the Bid Team, either in separate buildings or in areas with restricted access;
  - 2.2.7 provide regular training to its staff, agents and its Affiliates to ensure it is complying with this Agreement;
  - 2.2.8 monitor Conflicted Personnel movements within restricted areas (both physical and electronic online areas) to ensure it is complying with this Agreement ensure adherence to the ethical wall arrangements;
  - 2.2.9 ensure that the Conflicted Personnel and the Bid Team are line managed and report independently of each other; and
  - 2.2.10 comply with any other action as the Buyer, acting reasonably, may direct.
- 2.3 In addition to the obligations set out in Clause 2.1.1 and 2.1.3, the Supplier shall:
  - 2.3.1 notify the Buyer immediately of all perceived, potential and/or actual conflicts of interest that arise;
  - 2.3.2 submit in writing to the Buyer full details of the nature of the conflict including (without limitation) full details of the risk assessments undertaken, the impact or potential impact of the conflict, the measures and arrangements that have been established and/or are due to be established to eliminate the conflict and the Supplier's plans to prevent future conflicts of interests from arising; and
  - 2.3.3 seek the Buyer's approval thereto, which the Buyer shall have the right to grant, grant conditionally or deny (if the Buyer denies its approval the Supplier shall repeat the process set out in Clause 2.3 until such time as the Buyer grants approval or the Supplier withdraws from the FCP Process).
- 2.4 Any breach of Clause 2.1, Clause 2.2 or Clause 2.3 shall entitle the Buyer to exclude the Supplier or any Affiliate or Representative from the FCP Process, and the Buyer may, in addition to the right to exclude, take such other steps as it deems necessary where, in the



reasonable opinion of the Buyer there has been a breach of Clause 2.1, Clause 2.2 or Clause 2.3.

- 2.5 The Supplier will provide, on demand, any and all information in relation to its adherence with its obligations set out under Clauses 2.1 and 2.2 as reasonably requested by the Buyer.
- 2.6 The Buyer reserves the right to require the Supplier to demonstrate the measures put in place by the Supplier under Clauses 2.1.3 and 2.2.
- 2.7 The Supplier acknowledges that any provision of information or demonstration of measures, in accordance with Clauses 2.5 and 2.6, does not constitute acceptance by the Buyer of the adequacy of such measures and does not discharge the Supplier of its obligations or liability under this Agreement.
- 2.8 The actions of the Buyer pursuant to Clause 2.4 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Buyer.
- 2.9 In no event shall the Buyer be liable for any bid costs incurred by:
  - 2.9.1 the Supplier or any Affiliate or Representative; or
  - 2.9.2 any Other Bidder, Other Affiliate or Other Representative,
 as a result of any breach by the Supplier, Affiliate or Representative of this Agreement, including, without limitation, where the Supplier or any Affiliate or Representative, or any Other Bidder, Other Affiliate or Other Representative are excluded from the FCP Process.
- 2.10 The Supplier acknowledges and agrees that:
  - 2.10.1 neither damages nor specific performance are adequate remedies in the event of its breach of the obligations in Clause 2; and
  - 2.10.2 in the event of such breach by the Supplier of any of its obligations in Clause 2 which cannot be effectively remedied the Buyer shall have the right to terminate this Agreement and the Supplier's participation in the FCP Process.

### **3 Sole responsibility**

- 3.1 It is the sole responsibility of the Supplier to comply with the terms of this Agreement. No approval by the Buyer of any procedures, agreements or arrangements provided by the Supplier or any Affiliate or Representative to the Buyer shall discharge the Supplier's obligations.

### **4 Waiver and invalidity**

- 4.1 No failure or delay by any Party in exercising any right, power or privilege under this Agreement or by law shall constitute a waiver of that or any other right, power or privilege, nor shall it restrict the further exercise of that or any other right, power or privilege. No single or partial exercise of such right, power or privilege shall prevent or restrict the further exercise of that or any other right, power or privilege.
- 4.2 If any provision of this Agreement is prohibited or unenforceable in any jurisdiction in relation to any Party, such prohibition or unenforceability will not invalidate the remaining provisions of this Agreement or affect the validity or enforceability of the provisions of this Agreement in relation to any other Party or any other jurisdiction.

### **5 Assignment and novation**

- 5.1 Subject to Clause 5.2 the Parties shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Agreement without the prior written consent of the Buyer.



- 5.2 The Buyer may assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Agreement and/or any associated licences to:
- 5.2.1 any Central Government Body; or
  - 5.2.2 to a body other than a Central Government Body (including any private sector body) which performs any of the functions that previously had been performed by the Authority; and
  - 5.2.3 the Supplier shall, at the Buyer's request, enter into a novation agreement in such form as the Buyer reasonably specify in order to enable the Buyer to exercise its rights pursuant to this Clause 5.
- 5.3 A change in the legal status of the Buyer such that it ceases to be a Central Government Body shall not affect the validity of this Agreement and this Agreement shall be binding on any successor body to the Buyer.

## 6 Contracts (Rights of Third Parties) Act 1999

- 6.1 A person who is not a Party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 (as amended, updated or replaced from time to time) to enforce any term of this Agreement but this does not affect any right remedy of any person which exists or is available otherwise than pursuant to that Act.

## 7 Transparency

- 7.1 The Parties acknowledge and agree that the Buyer is under a legal duty pursuant to the PCR to run transparent and fair procurement processes. Accordingly, the Buyer may disclose the contents of this Agreement to potential bidders in the FCP Process, for the purposes of transparency and in order to evidence that a fair procurement process has been followed.

## 8 Notices

- 8.1 Any notices sent under this Agreement must be in writing.
- 8.2 The following table sets out the method by which notices may be served under this Agreement and the respective deemed time and proof of service:

Manner of Delivery	Deemed time of service	Proof of service
Email	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an email to the correct email address without any error message.
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day.	Properly addressed and delivered as evidenced by signature of a delivery receipt.
Prepaid, Royal Mail Signed For™ 1st Class or other prepaid, next working day service	At the time recorded by the delivery service, provided that delivery is between 9.00am and	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt.



providing proof of delivery.	5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm).	
------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

8.3 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under this Agreement:

#### **Supplier**

Contact: Calum MacAulay

Address: 10 Bressenden Place, London SW1E 5DN, United Kingdom

Email: [calum.macaulay@paconsulting.com](mailto:calum.macaulay@paconsulting.com)

#### **Buyer**

Contact: Christopher Wynne

Address: Commercial Directorate, 1<sup>st</sup> Floor, 101 Old Hall Street, L3 9BP

Email: [Christopher.Wynne@homeoffice.gov.uk](mailto:Christopher.Wynne@homeoffice.gov.uk)

8.4 This Clause 8 does not apply to the service of any proceedings or other documents in any legal action or other method of dispute resolution.

## **9 Waiver and cumulative remedies**

9.1 The rights and remedies under this Agreement may be waived only by notice and in a manner that expressly states that a waiver is intended and what is waived. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Agreement or by law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

9.2 Unless otherwise provided in this Agreement, rights and remedies under this Agreement are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise.

## **10 Term**

10.1 Each Party's obligations under this Agreement shall continue in full force and effect for period of [ ] years from the Effective Date.

## **11 Governing law and jurisdiction**

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

11.2 The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

#### **Signed by the Buyer**

Name:



Signature:  
Position in Buyer:

**Signed by the Supplier**

Name:  
Signature:  
Position in Supplier:







## Call-Off schedule 26 secondment agreement

### Introduction

1. Secondments, in or out of the Civil Service, are a valuable way to exchange knowledge and skills with other sectors and, as such, departments are actively encouraged to use them.

A secondment is a move between a Civil Service department and an external organisation, such as the wider public, voluntary or private sector, for an agreed time period.

2. Secondments are either:

**Outward;** when a Civil Service employee moves temporarily to work in an external organisation outside of the Civil Service, but remains employed by the Civil Service.

**Inward;** when an individual from outside of the Civil Service moves temporarily to work for a Civil Service department but remains employed by their external organisation.

### The benefits a secondment can bring

3. Secondments are a key element of the Civil Service development offer and talent development strategy. They provide opportunities to:
  - develop specific skills required for organisational performance that cannot be developed within the Civil Service
  - develop talent via recognised programmes
  - build a broader understanding of departmental delivery chains and relationships with strategic partners.
4. Secondments:
  - bring new skills back into the business
  - build capability through skills transfer between the Civil Service and external organisations
  - offer development opportunities to employees
  - increase awareness of customers and the impacts departments have on them
  - support employers in other sectors to build their capability.

### What to know before you start

5. **The Civil Service Management Code (section 10.3)** gives particular information around:
  - Conduct and discipline
  - Pensions arrangements
  - Injury Benefits
  - Recruiting to inward secondments
  - Pre-appointment checks for inward secondments



These are referenced in this guidance at appropriate points. Details of further Civil Service guidance which may be useful when considering a secondment can be found at [Annex 1](#).

### **Discussing secondment opportunities**

6. Discussing a potential secondment with an external organisation will require an element of negotiation for either an inward or an outward placing. To get the best outcome it is advisable to:
  - start discussions as early as possible; involving departmental HR, finance, and where necessary legal colleagues from the outset
  - be clear about Civil Service rules or requirements: e.g. the Civil Service Commission's Recruitment Principles allow inward secondments of up to two years without the need for fair and open competition
  - ensure that the individual being seconded understands and is a part of any discussions at the appropriate stage
  - be flexible wherever possible; but also be aware of the wider aims of the secondment and keep the business benefits at the forefront of discussions.



## Outward secondments

### Glossary of terms

**Employee** - Current civil servant undertaking a secondment in an external organisation.

**Host organisation** - An external organisation that is not part of the Civil Service.

**Home department** - Civil Service department where the employee is permanently employed.

### Requests for secondments

7. When an employee considers a secondment would be beneficial to their development they should talk this through with their manager. Completing the business case template at [Annex 2](#) is a good way to help both parties decide if the opportunity would be a good one for the employee and provide benefits to the business.

### Eligibility

8. To be eligible for a secondment an employee must:
  - have been recruited in line with the [Civil Service Commission's Recruitment principles](#) (appointment on merit through fair and open competition)
  - be in a position to clearly benefit from development outside of the Civil Service
  - have successfully completed their probationary period
  - demonstrate acceptable performance and attendance levels
  - not have an immigration visa restriction which specifies a particular place of work.
9. If an eligible employee is on a fixed term contract consider the decision alongside the business benefit in relation to:
  - fixed term employees are usually recruited to undertake a specific piece of work
  - the secondment can only be agreed for the remaining duration of the fixed term contract or less
  - there may be limited opportunities for the employee to bring skills back to the department.

### Business benefits

10. If an employee meets the eligibility criteria, managers will need to consider the business benefits that will be gained by the department and the wider Civil Service as a result of the secondment.

### Decision making

11. If it is agreed the secondment is a good opportunity, a consideration may be how to fill the role left by the employee going on secondment. There may be occasions when their specific role should be retained for them, for example where they have gone on secondment to bring back specific skills to the business; or their post can be filled



permanently depending on the type of post and length of secondment. The following options can also be considered:

- offering the role to an employee on a development programme
- asking for an exchange with the host organisation
- advertising the role as a loan.

### Communicating decisions

12. Managers should communicate the decision to the employee by providing clear reasons and rationale, particularly where the secondment is refused. If refused, managers should consider other ways in which the employee could be further developed.

### Agreements for secondments

13. The Civil Service Management Code states that the terms of the secondment are for negotiation between the home department, the host organisation and the employee.
14. A written agreement which is understood by all parties should be in place before a secondment begins. This is normally, but not exclusively, written by the home department with input by the host organisation.
15. A template for an outward secondment agreement is available at [Appendix 1](#).

### The agreement should cover

- 16. Duration** This should be appropriate to the nature of the opportunity and not exceed two years unless there is a specific business justification for doing so. Outward secondments are to develop new skills for the Civil Service and the duration should reflect this. The agreement should include an **end date**.

**Notice Periods** should be agreed to cover circumstances where either the home department or the host organisation needs to terminate the agreement.

**Pay** The usual arrangement is for the employee to continue to be on the payroll and receive the pay awards of their home department with the external organisation reimbursing the salary costs. Moving employees to the payroll of the external organisation is not recommended as there are implications regarding Civil Service Pension Schemes contributions and reckonable service.

Employees may not necessarily continue to be entitled to non contractual allowances they are in receipt of in the home department.

**Reimbursement** There can be variations in how much salary is reimbursed. There are occasionally circumstances where the home department may agree not to be reimbursed, or may be partially reimbursed, for example where the secondment is very short or where there is a significant business benefit which offsets the cost. This will need to be agreed by **[DN departments to insert relevant approvals route]**.



As the employee remains on their home department's payroll during a secondment, VAT is applied to the salary as the host organisation is considered to be purchasing a service from the home department.

**Pensions** Regardless of whether the employee will remain on their department's payroll during the secondment the employee must be given a written statement of the effect upon their pension arrangements. Managers will need to refer to their departmental pension's administrator regarding this.

**Automatic enrolment** Duties should be included within the secondment agreement. As employees retain the terms and conditions of their home department and remain on their payroll, it is the home department that is responsible for automatically enrolling the worker under legislation.

**Injury benefits** If the employee remains in the pension scheme of their department they must receive injury benefit cover from the department. In other cases, the receiving organisation must provide the cover. Departmental pension's administrators will be able to provide advice where there is any doubt about liability. A written statement must be given to the employee explaining who is providing the injury benefit. It is advisable to do this within the secondment agreement.

**Terms and Conditions** The secondment agreement will specify any changes to contractual terms but the employee will normally remain on those of their home department.

**Policies** There should be a clear understanding of the policies the employee is working under during the secondment. A practical approach may be to use the host organisation's policies for day to day management activities but where policies link to payroll mechanisms it may be better to use those of the home department.

**Conduct and Business Appointment Rules** A civil servant on outward secondment remains subject to the Civil Service Management Code and the existing rules of their home department. The Business Appointment Rules continue to apply. During the secondment, the employee must also behave as if they were members of the host organisation in following its policies and directives.

**Return arrangements** The secondment agreement should outline what post the employee is eligible to return to at the end of the secondment period; the minimum commitment should be that a department will accept the employee back at their previous grade and location where possible. If there is no post available or the home department no longer occupies the previous location, the employee will be declared surplus.

**Duty of care.** The agreement should be clear about the responsibility to protect the employee from reasonably foreseeable risk or harm which might occur as a result of their work. The under-pinning principle is that a home department will always retain responsibility for the duty of care but that it can choose to discharge this responsibility by asking the host organisation to take responsibility for some or all aspects.



## At the start of the secondment

17. Once the secondment is agreed, the practical steps to facilitate the transfer will need to be undertaken. A line manager checklist is available at [Annex 3](#).

A **home** manager should:

- confirm the employee has been recorded as going on secondment
- ensure that keep in touch arrangements have been agreed.

## During the secondment

### Keep in Touch

18. Keep in touch activities need to be tailored to suit all parties. Key things to consider are:

- method, e.g. tele-kit, video conference, face to face, telephone
- departmental information required such as newsletters or vacancy bulletins
- frequency e.g. weekly, monthly
- other information required by the host line manager, which will depend on the payroll and management arrangements in place.

**The home line manager** has overall responsibility for maintaining the programme of keeping in touch and ensuring a smooth return process. They should review the employee's development goals and ensure they have an effective development plan.

- They are also responsible for updating the employee about key developments such as:
  - any promotion opportunities
  - any restructuring taking place within the home department
  - early release schemes they may be eligible to apply for whilst on secondment.
- **The employee** is responsible for ensuring the agreed keep in touch arrangements are followed, actively informing both managers of any changes or developments in their home department and the timescales for returning at the end of the secondment.
- **The host line manager** is responsible for engaging with and supporting the keep in touch process.

### Managing the employee whilst on secondment

19. As the employee remains on their home departmental payroll, their home line manager will need to ensure that they are taking all necessary action linked to pay. This includes but is not limited to: performance management, annual leave and sick pay.



20. All the actions taken for an employee on secondment should be recorded to ensure they are not treated differently from other employees managed under those policies.
21. It can be complex for a host line manager to manage individuals on secondment using unfamiliar policies, processes and entitlements. Home line managers should be as helpful as possible in interpreting departmental policies and supporting with any issues that arise.

### Ending early

22. Secondments will usually come to an end at the pre-agreed end date but either the home department or host organisation can terminate the secondment by giving the agreed notice.
23. A secondment may need to end because:
  - the employee accepts a new permanent role
  - the home department encounters exceptional resourcing issues and requests that the employee return early (this would only be due to an urgent business need)
  - significant business change in either the home department or host organisation, for example a TUPE or Machinery of Government change
  - the secondment is not working successfully and discussion has not resolved the problem.

### Towards the end of the secondment

24. As part of the [keep in touch](#) arrangement it is important to plan the employee's return to the home department.

This should include a review of the benefits of the secondment and any discussion of how further benefit could be achieved in the time remaining. It is important to assess this against the benefits listed in the original business case, the objectives set for the employee and progress made.

If it is confirmed that the secondment will end at the pre-agreed time the home department needs to start considering what post the employee will return to. The department will also need to consider how best to use the development the employee has gained from the secondment.

### Extending the secondment

25. In exceptional circumstances the host organisation may wish to extend the secondment. They can make this request but the home department will need to agree. This decision should be based on the original purpose of the secondment and an assessment of the continued benefits to all parties. A secondment's purpose is to bring new skills into the Civil Service; those which are extended may not deliver this. The outcome of the extension request should be recorded formally so that all parties are aware of the outcome.

### At the end of the secondment

26. It is essential that the employee and home line manager regularly communicate and plan well in advance the practical arrangements that need to be made to facilitate an effective return. This will include any steps required to induct the employee back into the organisation and any payroll amendments which may be



required.

Both the home department and the host organisation should take part in a review meeting to hand over fully, following the secondment.

Employees should be kept fully up-to-date with any organisational changes which may alter the return arrangements. In the event that it is not possible to accommodate the employee as planned, the employee should be notified as soon as possible, and managed in line with the home department's surplus policies.

### **Evaluation and using new skills**

27. When an employee returns to the department they should meet with their home manager to:

- review the outcomes of the keep in touch meeting which took place towards the end of the secondment
- discuss and evaluate the benefits gained from the secondment compared with the original objectives and agree next steps to build on the experience. It may also be useful to have a follow up evaluation once the employee has been back in post for a number of months.
- find ways to share their learning in their work environment.

### **Further help**

28. The Frequently Asked Questions provide further detailed advice in response to questions that employees or managers may ask when considering a secondment opportunity.



## Inward Secondments

### Glossary of terms

**Individual** Current employee of an external organisation, undertaking a secondment in a Civil Service department; they will not be a current civil servant.

**Home organisation** External organisation where the individual is permanently employed

**Host department** Civil Service department where the individual is undertaking the secondment.

### Using secondments to fill a role

29. As secondments are classed as external recruitment they are subject to the requirements of the Civil Service Commission's Recruitment Principles. Secondments into the Civil Service are also covered by the recruitment freeze. As such use of them will require discussion with senior management and be subject to existing departmental processes to gain approval to recruit externally. The benefits to the department and the wider Civil Service will need to be made clear as part of this process.
30. Inward secondments must be conducted in line with the Civil Service Commission's Recruitment Principles. To facilitate movement between the Civil Service and other employers the Commission allows **secondments of up to two years without the need for recruitment via fair and open competition based on merit.**
31. Numbers of inward secondments need to be included in departmental annual reports to the Civil Service Commission.

### Advertising

32. Secondment opportunities could be advertised on CS Jobs, through professional networks or to communities using that profession's website. If advertised on CS Jobs this would be classed as appointment on merit through fair and open competition and the limit of two years would not apply. However, as the aim of a secondment is to develop skills within the Civil Service, longer periods should not normally be required.

### Direct placement

33. Secondments may also be filled by identifying a suitable individual, where:
  - a department approaches an individual, employed by an external organisation, with very specialised skills to carry out particular work, and the individual's organisation agrees to a secondment
  - pre-existing 'exchange' arrangements exist between Civil Service departments and external organisations or professions as part of a recognised scheme
  - an individual has a particular development need or interest and there is an opportunity which is suitable, available and of business benefit to the department.
34. It is important that all activity undertaken to fill a role using a secondment is in line with equality legislation.



## Applications for secondments

35. When considering a secondment application, the potential host manager should assess it in line with the requirements of the role. They should make clear to the individual the duration, salary, terms of secondment, and the need for agreement from the home organisation.
36. They will also need to make clear to the individual that the role is offered on a secondment basis and is not an offer of permanent employment.

## Pre-appointment checks

37. Managers will need to ensure that personnel security risks are effectively managed by applying controls and checks relevant to the specific secondment post. The Civil Service Nationality Rules will not apply where the individual remains the employee of an external organisation. As the individual is working within the Civil Service they will require all other pre-appointment checks in the same way as a permanent new starter. This will also include ensuring that the individual does not have any visa restrictions that limit the secondment. It is helpful to make individuals aware of the pre-appointment checks process, any timescales involved, and additional restrictions that would otherwise apply if employed directly by the Civil Service.

[Annex 1](#) lists guidance to be aware of. These checks should be conducted in line with departmental recruitment guidance

## Secondment agreements

38. The Civil Service Management Code states that the terms of a secondment are a matter for negotiation between the home organisation, the host department and the individual.

A secondment should always be under-pinned by a written agreement between all parties. A template for an inward secondment agreement is available at [Appendix 2](#).

During an inward secondment the individual will be carrying out work for the Civil Service department whilst remaining employed by their home organisation. The home organisation's agreement would normally be used. As long as the department's interests are represented the template used should not be a barrier. The department can suggest the use of the template at Appendix 2 if the home organisation agrees.

## Checking the details of an agreement

39. Consider:

**Duration and end date** To facilitate movement between the Civil Service and other employers the Commission allows secondments of up to two years without the need for recruitment via fair and open competition based on merit. Any proposal for a longer secondment at the outset, or to extend the appointment beyond two years requires the approval of the Commission. Timescales in agreements should reflect this.



**Notice periods** should be agreed to cover circumstances where either the home organisation or the host department needs to terminate the agreement.

**Pay** The usual arrangement is for the individual to continue to be on the payroll of the home organisation and be covered by their pay arrangements, with the host department reimbursing salary costs. Departments should not normally agree to reimburse variable pay such as bonuses.

**Reimbursement** VAT is payable by the host department as they will need to use an invoice to pay the home organisation for the individual's costs; this is because during a secondment the individual remains on their home organisation's payroll.

**Automatic enrolment** duties should be included within the secondment agreement. As the individual will retain the terms and conditions of their employer and remain on their payroll, it is the home organisation that is responsible for automatically enrolling the worker under legislation.

**Injury benefits** Arrangements for injury benefit cover must be agreed before any inward secondment commences and given to the secondee in writing, explaining who provides the benefit and what it is comprised of. If the individual remains in the pension scheme of their home organisation they should receive injury benefit cover from them. In other cases, the host must provide the cover. Departmental pension's administrators will be able to provide advice where there is any doubt about liability.

**Terms and Conditions** The secondment agreement will specify any temporary changes to contractual terms but the individual will normally remain on those of their home organisation.

**Policies** There should be a clear understanding of which policies the individual is working under during the secondment. Where policies link to pay systems it may be better to use those of their home organisation whilst following those of the host department for areas linked to day to day management activity.

**Conduct** Individuals seconded in to the Civil Service must be made aware that they will be subject to the Official Secrets Acts and are also required to observe the Civil Service and departmental rules on conduct, confidentiality and security. They should ensure that there is no conflict of interest that will cause embarrassment either to their home organisation or their host department. These may be in addition to rules that are applicable to them in their home organisation.

**Duty of care** The agreement should be clear about the responsibility to protect the individual from reasonably foreseeable risk or harm which might occur as a result of their work. The under-pinning principle is that a home organisation will always retain responsibility for the duty of care but that it can choose to discharge this responsibility by asking the host department to take responsibility for some or all aspects.

## **At the start of the secondment**

40. Once the secondment is agreed, the practical steps to facilitate the transfer will need to be undertaken.

A **host** manager should be aware of:



- any reasonable adjustments required and ensure these are in place
- keep in touch arrangements and responsibilities that have been agreed
- arrangements for paying the individual, including expenses
- the arrangements for managing the individual and whose policies they are working under
- the external organisation's policies that relate to pay such as performance management, annual leave, attendance management.

## During the secondment

### Keep in touch

41. Keeping in touch during the secondment is the responsibility of all the parties involved:

- **The individual** is responsible for ensuring the agreed keep in touch arrangements are followed, actively informing both managers of any changes and the timescales for returning at the end of the secondment.
- **The home line manager** has overall responsibility for maintaining the keep in touch programme and ensuring a smooth return process. They will need to liaise with their employee and provide the host line manager with information needed to manage the individual.
- **The host line manager** is responsible for engaging with, and supporting, the keep in touch process and supplying information required by the home organisation.

### Managing the employee

42. During the secondment the host line manager is responsible for the day to day management of the individual and should maintain accurate records which can be shared with the home organisation as necessary.

As the individual remains on their home organisation's payroll, the policies linked to pay will need to be adhered to and any required action taken; these will include performance management, annual leave and attendance management.

Both managers should discuss and agree what the requirements are in terms of record keeping and paperwork.

It can be complex managing individuals on secondment where some of the policies used are those of the home organisation and as a result are unfamiliar to the host line manager. In order to ensure the process runs smoothly any issues that arise which are covered by the home organisation's policies, processes and entitlements should be discussed with the home manager as part of the keep in touch process.

## Ending a secondment early

43. Secondments will usually come to an end at the pre-agreed end date. Either the host department or the home organisation can terminate the secondment early by giving the agreed notice period.

44. A secondment may need to end early because:



- the individual accepts a new permanent job role
- the individual returns to the home organisation due an urgent business requirement
- the secondment is not working successfully and discussion has not resolved the problem.

### **Towards the end of the secondment**

45. Towards the end of the secondment a review of the benefits of the secondment, and any discussion of how further benefit could be achieved in the time remaining, should be undertaken. This should involve the home organisation as this will support the evaluation process and build links for future opportunities.

### **Extending the secondment**

46. As inward secondments are used to transfer skills and facilitate movement between the Civil Service and other employers, the Civil Service Commission allows **secondments of up to two years without the need for recruitment via fair and open competition based on merit.**

Any proposal for a longer secondment at the outset, or to extend the appointment beyond two years requires the approval of the Commission. Additional information is available from the [Commission's website](#).

### **At the end of the secondment**

47. Activity undertaken at the end of the secondment should include:

- Performing a review of the secondment and the skills and benefits it has brought for: the host department, the individual, the home organisation and the wider Civil Service. This will be key for informing future secondment activity.
- Considering keeping in contact with the individual as a way to build networks outside of the Civil Service which could lead to similar arrangements in the future.

### **Further help**

48. The Frequently Asked Questions provide further detailed advice in response to questions that employees or managers may ask when considering a secondment opportunity.

## **Annex 1 – Civil Service guidance and rules to consider**

**Section 10.3 of the Civil Service Management Code** sets out rules concerning:

- Conduct and discipline
- Pensions arrangements
- Injury Benefits
- Recruiting to inward secondments
- Pre-appointment checks for inward secondments

This guidance reflects the Management Code position but the source information can be found [here](#).



**Cabinet Office Recruitment Freeze Guidelines** This applies to those taken on inward secondment, even if the individual stays on their home organisation's payroll or there is a zero cost agreement.

**Civil Service Commission's Recruitment Principles** The Civil Service Management Code states that inward secondments must not conflict with rules governing appointment on merit through fair and open competition. The rules allow secondments to be an exception to the Principles but also put a limit of two years on their duration. Secondments recruited via a fair and open competition route will be rare but if this does occur that posting will not be treated as an exception and can be for a period of longer than two years. The link can be found [here](#).

**Pre-appointment checks guidance** All those moving into the Civil Service on secondment need to have undergone pre-appointment checks. Refer to departmental guidance and the:

- **Baseline Personnel Security Standard**, this sets out the standard security checks across Government and the different clearance level required for different roles.
- **Civil Service Nationality Rules**, these apply only to inward secondments where the terms of the secondment agreement are such that the individual is considered to be employed by the Civil Service. The link can be found [here](#).



## Annex 2 – Business case template

Employees wishing to apply for a secondment opportunity must satisfy the eligibility criteria set out in the secondments policy and complete the business case template. Detailed information should be provided to enable managers to make an informed decision on whether they are able to support and approve the application.

All sections should be completed in full:

Employee name and grade			
Details of the secondment opportunity: employer, type of business/organisation, role type and working hours			
Duration of secondment			
Details of personal development the opportunity would provide			
Details of business benefits to the home department. For example, skills or knowledge that you will return with.			
Details of the secondment opportunity: employer, type of business/organisation, role type and working hours			
Details of business benefits to the wider Civil Service.			
Details of business benefits to the host organisation.			
Outcome (please give reasons for accepting or rejecting the request).			
Manager name and grade			
Signature		Date	



**Annex 3 - Line manager checklist (outward secondments)**

The checklist below can be used to record evidence throughout the secondment process. An up-to-date copy should be retained which can be reviewed as part of the `Keeping in Touch` process. If there is a change of home manager during the secondment this checklist should be handed to the new manager.

**Employee details**

Name

Grade



## Contact details

**Host manager details** Name Business/organisation Contact details

## Secondment request

- Have the eligibility requirements been met? (see Secondments Policy)
- Does the business case evidence benefit for the department, the employee, and the Civil Service?
- Does the employee understand the return arrangements? Record details of discussions

## Secondment agreement

- Does the employee understand the arrangements for: Terms and conditions?
- Salary and expenses? Keeping in Touch? Development reviews?
- Absence reporting arrangements?
- Performance reporting?
- Recording the terms of the agreement?

## Prior to the secondment

- What arrangements have been made for filling any vacancy left by the secondment?
- Have you taken action on any HR/payroll changes required e.g. has the employee been recorded as going on secondment?
- Have you undertaken relevant performance action?
- Have you considered reasonable adjustments?

## During the secondment

- Are you sending the employee regular communications from the home department as required, e.g., job opportunities?
- When will the keep in touch meetings taking place? Record dates if required.
- Has the employee requested an extension to the secondment?
- Has the extension been agreed?

## Planning for the employee's return

- Has a discussion taken place with the employee about return?
- Is the employee's original post still available? If not has an alternative post been found?
- Has the employee's return date been agreed by all parties?
- Do any reasonable adjustments need to be made prior to the employee's return?
- Does the employee require an induction?
- Has the host manager sent over the relevant paperwork and performance reports?
- Has an evaluation of the secondment opportunity and development gained taken place? Record any meeting date(s).

## Post Return

- Has a further evaluation review been conducted six months after the return date?



## **Appendices – Template Secondment Agreements**



## Appendix 1 – Outward secondment agreement

### AGREEMENT FOR SECONDMENT OF CIVIL SERVICE EMPLOYEE TO NON-CIVIL SERVICE ORGANISATION

**Warning:** this is only a template and must be adapted to suit individual circumstances. Legal advice should be taken where appropriate.

This Agreement is made between:

- I. **[Insert name of non-Civil Service (external) organisation]** of **[insert address]** (“the Host”)
- II. the Department of **[insert Civil Service Department name]** (“the Department”)
- III. **[insert name of Civil Service employee]** (“the Secondee”).

#### 1. Secondment and duration

- 1.1 The Secondee will be seconded by the Department to work for the Host in the post of **[insert post title]** from **[insert start date]** to **[insert end date]**. The Secondee's line manager during the secondment will be **[insert name or job title of line manager]**; if a change of line manager is necessary the details will be given to the Secondee and the Department.

#### 2. Status of Secondee; return to Department

- 2.1 The Secondee will remain the employee of the Department for the duration of the secondment and will not become, or be regarded as, the employee of the Host. If the Secondee ceases to be employed by the Department for any reason during the secondment period then the secondment will terminate immediately.
- 2.2 At the end of the secondment the employee will return to the home department. The home department will do its best to place the employee in either the same post or another post at the same grade and location as s/he was in before the secondment started, but it cannot guarantee that any post will be available. **[Home departments may wish to make reference to their deployment policies here.]**
- 2.3 On returning to the Department any terms of the Secondee's contract which were varied because of the secondment will revert back to their original state. Any higher remuneration which applied because of the secondment will cease with the secondment.
- 2.4 Any temporary promotion linked to the secondment will cease when the secondment ends and the Secondee will return to the Department at their original grade.

#### 3. Location and hours of work

- 3.1 During the secondment the Secondee's place of work will be **[insert place of work]**.



- 3.2 The Seconded's hours of work during the secondment will be **[insert working hours]**.

#### 4. Remuneration

- 4.1 During the secondment the Department will continue to pay the Seconded his/her normal remuneration (including pay for sickness absence, annual leave and pension contributions) **[DN less any department/role specific allowances]**. This includes any Departmental pay award which has been made but has not yet come into effect.

**OR (if the rate of pay is higher during the secondment)**

During the secondment the Department will pay the Seconded at the rate of £ [insert special pay rate if applicable] per annum and will also provide the same benefits as applied before the secondment [or insert here a list of which Departmental benefits will be provided and whether any additional Host benefits will apply. This can be done in an Annex if necessary]. Any departmental pay award which was made before the secondment starts but is not yet effective will not apply.

- 4.2 The Department will also be responsible for paying PAYE tax and national insurance contributions and any other applicable deductions in respect of the Seconded's remuneration.

- 4.3 **Pay Awards:** Any pay awards that are implemented within the Department during the secondment should be applied to the Seconded's salary as and when they occur.

**OR (if the rate of pay is higher during the secondment)**

Any pay increases during the secondment will be determined by the Host with the Department's consent. **[DN: a requirement for consent is included so that the Department can prevent any inappropriate increases being granted.]** Any such pay increase will only apply during the period of the secondment. Departmental pay awards will not apply.

On the Seconded's return to the Department his/her salary will be set as follows: **[insert details of how the salary on return will be calculated. E.g. it could be the pre-secondment salary adjusted in line with pay changes which have taken place in the department during the secondment, and based on the box markings (or host equivalents) in appraisals which were done during the secondment. Departmental pay policies may set out what happens about pay on return from a secondment, in which case this clause can refer to the relevant policy.]**

#### 5. Reimbursement

- 5.1 The Host will reimburse the Department for the full cost of the Seconded's remuneration during the secondment, including any performance-related pay, all benefits, employer's National Insurance contributions and pension contributions. The Host will also pay VAT where applicable on the invoiced amount.

**OR (if less than full reimbursement is to be made)**



The Host will reimburse the Department for the cost of the Seconded's salary [and ..... **[Insert any extras]**. The host will also pay the VAT where applicable on the invoiced amount.

- 5.2 Reimbursement will be made within **[insert suitable period, e.g. 30 days]** of the Department providing the Host with an invoice giving details of the cost and showing any applicable VAT. Invoices will be presented monthly/quarterly **[delete as appropriate]** in advance/arrears/on the following dates **[delete as appropriate, insert relevant dates]**.

[DN: if the pay or reimbursement arrangements are complex it may be appropriate to deal with them in an Annex to the agreement.]

## **6. Performance Management; performance related pay**

- 6.1 During the secondment the Department will continue to conduct performance reviews of the Seconded and will make decisions about any performance-related pay in accordance with its procedures. If the Host is liable to reimburse the Department for any performance-related pay, the Department must consult the Host before making a decision about such pay.
- 6.2 The Host will provide the Department with appropriate input for these purposes, to agreed timescales.

### **OR (delete as appropriate)**

Performance reviews during the secondment period will be conducted by the Host under its procedures, with appropriate input from the Department. Decisions about any performance-related pay will be made by the Host under its policies, but will require the consent of the Department. **[DN: this is included so that the department will be able to prevent any inappropriate bonuses being paid.]**

The Seconded will not be entitled to any performance-related pay awarded by the Department.

The Host will assist the Department as appropriate with any post-secondment appraisal which includes work done during the secondment.

**[DN: it is important to make sure that the chosen options for whose appraisal and performance systems are used will mesh together properly. In general the party which makes decisions about performance pay should also make decisions about appraisals.]**

## **7. Pension and Injury Benefit Schemes**

- 7.1 The home department that is responsible for automatically enrolling the worker under legislation.
- 7.2 This secondment will not affect the Seconded's occupational pension arrangements with the Department.



OR

- 7.3 The pension arrangements during the secondment will be as follows: **[Insert details of changes. The Management Code requires that the Secondee be given a written statement of the effect of the secondment on pension.]**
- 7.4 This secondment will not affect the Secondee's eligibility for the Civil Service Injury Benefit Scheme. **[If alternative arrangements are being made, this clause will require amendment. The Management Code requires that the Secondee be given a written statement setting out who is providing the benefit and what it comprises.]**

## 8. Expenses and training

- 8.1 Any travel, subsistence or other expenses incurred by the Secondee in the course of the secondment will be reimbursed [by the Department in accordance with the rules applicable in that department] or **[delete as appropriate]** [by the Host in accordance with the rules of the Host].
- 8.2 **[Insert any applicable provisions about who provides and pays for training and development during the secondment.]**

## 9. Health and safety

- 9.1 During the secondment the Host will be responsible for the Secondee's health & safety, and will ensure that the Secondee is only required to work for such periods and at such times as are permitted by the Working Time Regulations 1998.

## 10. Leave and associated pay

- 10.1 During the secondment the Secondee will continue to be entitled to holiday, sickness absence and other leave (and any associated pay) as provided for in his/her terms and conditions of employment with the Department. At the beginning and end of the secondment any accrued annual leave will be transferred with the Secondee.

**OR (delete as appropriate)**

During the secondment the Secondee will be entitled to holiday, sickness absence and other leave (and any associated pay) as provided for in the Host's terms and conditions. At the beginning and end of the secondment any accrued annual leave will be transferred with the secondee.

- 10.2 The Secondee must book leave and report any sickness or other absence to **[insert details]. In some cases it may be appropriate for the Secondee to report to his Departmental line manager and to the permanent Employer].**
- 10.3 **In the event the Secondee takes maternity/paternity [DN: delete as appropriate] or adoption leave and:**

**The original secondment has not ended prior to return**, the Host consents to continue with the secondment and the Secondee has the opportunity to return to the Host organisation to complete the remainder of the secondment period.



**The original secondment ends during the period of leave**, the Host consents to the Seconded continuing on the agreed secondment terms (if any additional terms were granted) until the secondment period would have finished, had the Seconded not taken **[DN insert type]** leave. At that point, even if the period of leave has not expired they will return to the Home department and move back onto the terms in place prior to the secondment.

## **11. Standards, including confidentiality and conflicts of interest**

- 11.1 During the secondment the Seconded will observe all the Host's rules, policies and procedures relating to conduct and standards, including confidentiality, unless the Department's rules, policies or procedures require a higher standard, in which case the Seconded will observe that higher standard. This will also apply after the secondment has ended, in relation to any continuing obligations. **[DN: this will cover things like confidentiality, non-dealing or conflicts of interest rules which go further than the home department's policies and which the Seconded must stick to even after the secondment ends.]**
- 11.2 In the event of any breach of this clause ("Standards, including confidentiality") the Host will inform the Department and may terminate the secondment early as set out in the termination clause in this agreement.
- 11.3 The Seconded's attention is particularly drawn to the following Host policies which are attached to this agreement: **[insert details of policies which are specific to the Host in respect of standards and conduct]**.
- 11.4 The Seconded will continue to be bound by the Civil Service Code at all times during the secondment. The same applies to the Business Appointment Rules; these place restrictions on the work which civil servants are able to carry out after leaving the Civil Service and can be found in the Department's staff handbook and in the Civil Service Management Code. The Seconded will also continue to be bound by the Official Secrets Act.
- 11.5 The Department will not require the Seconded to disclose or use any information which is confidential to the Host and will keep confidential any confidential information it acquires as a result of the secondment.
- 11.6 The Host will not require the Seconded to disclose or use any information which is confidential to the Department and will keep confidential any confidential information it acquires as a result of the secondment.
- 11.7 If an actual or potential conflict of interests arises during the secondment, any party which becomes aware of the conflict will notify the other parties in writing as soon as possible, and all the parties will attempt to manage the conflict appropriately. If this is not possible the secondment must be terminated in accordance with the termination clause in this agreement.

## **12. Discipline and grievances**

- 12.1 The Seconded will continue to be subject to the disciplinary and grievance procedures of the Department in respect of matters occurring during the secondment. The Host



will co-operate with the Department in such matters, including by providing any necessary information.

### 13. Policies and procedures

- 13.1 Except as otherwise provided in this agreement, the Seconded will continue to be subject to the Department's policies and procedures during the secondment.

**OR (if it is more appropriate for the Host's policies to apply)**

Except as otherwise provided in this agreement, the Seconded will be subject to the Host's policies and procedures. **[DN consider whether to draw the Seconded's attention here to any major differences between the policies/procedures, or attach the relevant policies. Also consider whether any particular policies of the Host organisation will not be appropriate, such that the Department's policies should apply instead.]**

### 14. Duty of care

- 14.1 The Department retains responsibility for the duty of care.

**Or [Delete as appropriate]**

The Host [insert name] has the duty of care during the secondment.

**[DN: The responsibility for duty of care must be mutually agreed]**

### 15. Data protection

By signing this agreement the Seconded agrees to appropriate information about him/her being passed between the Host and the Department and processed by them for employment, managerial, administrative and similar purposes and to comply with legal requirements. Such information will be held securely. Further information about data protection can be found in the Host's staff handbook. **[DN: departments should note that the processing of sensitive data may require more specific consent from the employee.]**

**[DN: the Host may wish to review and add further information here.]**

### 16. Early termination

Either the Host or the Department may terminate the secondment for any reason by giving **[e.g. one month]** notice in writing to the other two parties.

- 16.1 The Host may also terminate the secondment on grounds of serious misconduct by the Seconded, by written notice to the other two parties with immediate effect.
- 16.2 Either the Host or the Department may terminate the secondment if a conflict of interests arises which cannot be appropriately managed, by written notice to the other two parties with immediate effect.



## 17. Information and monitoring of leave

- 17.1 The Host/Department **[delete as appropriate]** will monitor annual leave, sickness absence and other leave. The Host and Department will each provide the other with any information the other needs in order to manage the Seconded, both during the secondment and when it ends. **[It may be appropriate to make provision here for the party that does the monitoring to provide regular reports to the other party about leave and other management matters.]**
- 17.2 The Seconded must notify both the Host and the Department if his/her home address changes during the secondment.

## 18. Ethical considerations

- 18.1 This clause will apply during the secondment and for **[insert suitable period e.g. six months, on which legal advice should be taken]** months after its termination.
- 18.2 The Host will not induce (or attempt to induce) the Seconded to leave the Department or take up employment with the Host.
- 18.3 Neither the Department nor the Seconded will induce (or attempt to induce) any of the Host's staff with whom the Seconded has worked to leave the Host or take up employment with the Department.
- 18.4 This clause will not prevent either the Department or the Host from running general recruitment campaigns or from offering employment to an individual who responds to such a campaign.

## 19. Liability and indemnities

- 19.1 The Seconded will work under the supervision of the Host. The Department will not have any liability to the Host for the acts or omissions of the Seconded in the course of the secondment. **[DN: this is to guard against claims being made by the Host if the Seconded does poor work.]**
- 19.2 The Host will indemnify the Department fully and keep it indemnified fully at all times against any loss, injury, damage or costs arising out of any act or omission of the Seconded in the course of the secondment. **[DN: this is to ensure that the Host and not the Department pays if a third party (including the Host's own staff) makes a claim based on the actions of the Seconded – e.g. if a host employee claims that the Seconded bullied him. The department will remain vicariously liable for the Seconded's actions during the secondment and that is why it could be sued by third parties.]**
- 19.3 The Host will indemnify the Department fully and keep it indemnified fully at all times against any loss, injury, damage or costs arising out of any act or omission of the Host or its employees, officers or agents relating to the secondment. **[DN: this ensures that the Host should pay if it treats the Seconded badly (e.g. discrimination) or negligently causes him to suffer injury, and the Department has to make a pay-out to the employee or incur other costs as a result.]**



## 20. Intellectual property

20.1 Any intellectual property which arises in the course of the Seconded's work for the Host shall belong to the Host.

20.2 **[DN: If the Department may wish to use any of the intellectual property produced by the Seconded, wording should be added here so that the Host grants the Department a suitable licence to use this and any confidentiality restrictions elsewhere in this agreement are lifted.]**

## 21. Assignment

21.1 This agreement may not be assigned by any party to the agreement without the agreement of the other two parties.

## 22. Governing law and jurisdiction

22.1 This agreement is governed by and will be construed in accordance with the law of England.

22.2 The parties irrevocably agree that the Courts of England and Wales will have exclusive jurisdiction in relation to any dispute or difference arising out of or in connection with this agreement or its subject-matter or formation (including non-contractual disputes or claims).

## 23. Variation

23.1 The terms of this agreement may only be varied by agreement in writing between the Host and the Department.

**[DN: you may also wish to consider with your legal advisers whether to include additional clauses dealing with service of notices, third party rights and non-waiver of remedies, an "entire agreement" clause and an interpretation clause. Although rarely used you may wish to consider these in relation to your particular business need.]**

Signed By:	On behalf of:	Date
insert name of signatory	insert department name	
insert name of signatory	insert host organisation name	
insert name of signatory	employee	



## Appendix 2 – Inward secondment agreement

### AGREEMENT FOR SECONDMENT OF INDIVIDUAL FROM NON-CIVIL SERVICE ORGANISATION INTO CIVIL SERVICE DEPARTMENT

**Warning:** this is only a template and must be adapted to suit individual circumstances. Legal advice should be taken where appropriate.

This Agreement is made between:

- I. **[Insert name of seconding non-Civil Service organisation]** of **[insert address]** (“the Employer”)
- II. the host Department of **[insert Civil Service Department name]** (“the Department”)
- III. **[Insert name of individual secondee]** (“the Secondee”) of **[insert address]**.

#### 1. Secondment and duration

- 1.1. Appointment to a post in the Home Civil Service (“the Civil Service”) is governed by the Constitutional Reform and Governance Act 2010 and the Civil Service Commission’s Recruitment Principles issued by the Civil Service Commissioners. The Principles except secondments of up to two years to the Civil Service from the requirement that selection for appointment should be made on the basis of fair and open competition.
- 1.2. The Secondee will be seconded by the Employer to work for the Department in the post of **[insert post title]** **[for the purposes of – insert detail here on relevant project or general indication of purpose]**. The secondment shall be from **[insert start date]** to **[insert end date]** unless terminated earlier in accordance with this Agreement. The parties may agree to extend the secondment provided that the secondment does not in any event exceed two years in duration.
- 1.3. The Secondee’s reporting manager during the secondment will be **[insert name or job title of line manager]**; if a change of reporting manager is necessary the details will be given to the Secondee and the Employer.
- 1.4. During the secondment the Secondee will work under the supervision of the Department and carry out all reasonable instructions from the Department. The Secondee will carry out their duties during the secondment in a professional manner and to a professional standard, exercising the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person of their level.
- 1.5. The Employer will take out and maintain in full force with a reputable insurance company a reasonable level of insurance cover for loss, injury or damage caused to or by the Secondee in connection with the secondment.
- 1.6. The Secondee will not, without the prior written approval of the Department, do any act, enter into any contract, make any representation, give any warranty, incur any



liability or assume any obligation, whether expressly or by implication, on behalf of the Department, or bind or hold himself/herself out as capable of binding the Department in any way.

- 1.7. The Seconded will not carry out any work for the Employer during the secondment, except **[DN: insert any exceptions, e.g. attending Employer training or updates or doing small amounts of handover work near the start of the secondment. Be aware of possible conflicts of interest.]**
- 1.8. The Seconded will remain the employee of the Employer for the duration of the secondment and will not become, or be regarded as, the employee of the Department. If the Seconded ceases to be employed by the Employer for any reason during the secondment period then the secondment will terminate immediately.
- 1.9. If the Seconded is held to be employed by the Department at any time during the secondment then the Department may dismiss the Seconded and the Employer shall offer the Seconded employment on the terms that applied immediately before that dismissal.

## 2. Location and hours of work

- 2.1. During the secondment the Seconded's place of work will be **[insert place of work]**. The Department may require the Seconded to work from other locations as necessary. The Seconded will be informed in advance of any change to the place of work [as long as it remains within reasonable travelling distance].
- 2.2. The Seconded may be required to travel on the Department's business to such locations and by such means and on such occasions as the Department may from time to time require.
- 2.3. The Seconded's hours of work during the secondment will be **[insert Departmental working hours]** plus any additional time as may be reasonably required by the Department from time to time.

## 3. Remuneration

- 3.1. During the secondment the Employer will continue to pay the Seconded his/her normal remuneration (including pay for sickness absence and annual leave, any variable pay, all benefits, and pension contributions).
- 3.2. The Employer will continue to be responsible for paying PAYE tax and national insurance contributions and any other applicable deductions in respect of the Seconded's remuneration.
- 3.3. Any pay rises during the secondment will be determined by the Employer in the normal way.

## 4. Pensions - automatic enrolment

- 4.1. The Home employer remains responsible for automatically enrolling the employee under legislation.



## 5. Reimbursement

- 5.1. The Department will pay the monthly/quarterly **[delete as appropriate]** sum of **[insert monthly or quarterly payment amount]** which represents the Seconded's basic salary and pension contributions as a contribution towards the cost of employing the Seconded, plus VAT if applicable. The Department will not be liable to pay any additional sums (other than the Seconded's expenses, as set out below).
- 5.2. Payment/reimbursement will be made within **[insert suitable period, e.g. 30 days]** of the Employer providing the Department with an invoice giving details of the payments due and showing any applicable VAT. Invoices will be presented monthly/quarterly **[delete as appropriate]** in advance/arrears/on the following dates **[delete as appropriate/add dates]**. **[DN consider adding other details such as the address to which invoices should be sent, any reference/purchase order number which must be quoted, etc.]**
- 5.3. The Employer must ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. The Department will not be liable to pay any items not included in the final invoice.
- 5.4. [If the Seconded is away from work for any reason for more than **[insert period of time, e.g. six weeks]**, the Department's obligation to make payments under clause 5.1 will not apply during that absence.][If this occurs the Department and the Employer will review the secondment, and possible options will include continuing the secondment, ending it on notice or extending it by agreement.] **[DN: both parts of this clause are optional. Note that if a secondment is reviewed, care should be taken not to act in a way which constitutes unjustifiable discrimination, e.g. it may be discriminatory to end a secondment because the seconded is on maternity leave.]**

## 6. Performance Management; performance-related pay

- 6.1. During the secondment the Employer will continue to conduct performance reviews of the Seconded in accordance with its procedures. **[If the Department is liable to reimburse the Employer for any performance-related pay, consider including a mechanism for keeping this under control – see note to alternative clause 5.1 above.]**
- 6.2. The Department will provide the Employer with appropriate input for these purposes as required.
- 6.3. The Department will assist the Employer as appropriate with any post-secondment performance review which includes work done during the secondment.
- 6.4. During the secondment the Employer will continue to make decisions about any performance-related pay in accordance with its procedures.
- 6.5. For the avoidance of doubt, the Seconded will not be paid any performance-related pay awarded by the Department to its own employees.



## 7. Expenses and training

- 7.1. Any travel, subsistence or other expenses wholly, exclusively and necessarily incurred by the Seconded in the course of the secondment and in connection with the secondment will be reimbursed by the Department in accordance with its rules and policies provided such expenses are evidenced in such manner as the Department may specify from time to time.
- 7.2. The Department will allow, in consultation with the Employer, reasonable absence from the Seconded to attend such training courses and other meetings at the Employer's offices as are normally appropriate for a staff member of their level and experience provided that reasonable notice of such training courses and/or meetings is given to the Department. Any such training courses and any related travel expenses will be paid for by the Employer and are not recoverable from the Department.
- 7.3. Where the Department requires the Seconded to attend training, the Department will meet the costs of such training including the course fees and reasonable travel and subsistence expenses in accordance with its policies.

## 8. Health and safety

- 8.1. During the secondment the Department will be responsible for the Seconded's health & safety insofar as this is within the Department's control. The Department will ensure that the Seconded is only required to work for it for such periods and at such times as are permitted by the Working Time Regulations 1998.

## 9. Leave and associated pay

- 9.1. During the secondment the Seconded will continue to be entitled to holiday, sickness absence and other leave (and any associated pay) as provided for in his/her terms and conditions of employment with the Employer. At the beginning and end of the secondment any accrued annual leave will be transferred with the seconded.
- 9.2. The Seconded must book leave with and report any sickness or other absence to **[insert details. In some cases it may be appropriate for the Seconded to report to his Departmental reporting manager and to his Employer]**.
- 9.3. **In the event the seconded takes maternity/paternity [DN: delete as appropriate] or adoption leave and:**

**Secondment has not ended prior to return**, the Department will consent to continue with the secondment and the individual has the opportunity to return to the department to complete the remainder of the secondment period.

**Secondment ends during the period of leave**, the Department consents to the individual continuing on the agreed secondment terms (if any additional terms were granted) until the secondment period would have finished, had the employee not taken leave. At that point, even if the period of leave has not expired they will return to the employer and move back onto the terms in place prior to the secondment.



**[DN: The department and the employer are not obligated to extend the secondment but if all parties agree to this due to strong business justification for doing so then this approach may be taken, however it is important to note that secondments which are recruited to as an exception to the commissioners principles are limited to two years.]**

## **10. Standards**

- 10.1. During the secondment the Secondee will observe the provisions of the Civil Service Code (attached), the Official Secrets Acts, and all the Department's rules, policies and procedures relating to conduct and standards, including confidentiality and security, unless the Employer's rules, policies or procedures require a higher standard, in which case the Secondee will observe that higher standard in addition. This will also apply after the secondment has ended, in relation to any continuing obligations (including confidentiality and the Business Appointment Rules).
- 10.2. In the event of any breach of this clause the Department will inform the Employer, and may terminate the secondment early as set out in the termination clause in this agreement.
- 10.3. The Secondees attention is particularly drawn to the following Departmental policies which are attached to this agreement:
  - 10.3.1. [Insert list, including e.g. confidentiality, Official Secrets, non-dealing rules, security, the Business Appointment Rules, political activities, conflicts of interest, declaration of interests, hospitality, etc.]**
- 10.4. The Secondee should note that the Business Appointment Rules (which form part of the Civil Service Management Code) may place restrictions on the work which he/she is able to carry out after the secondment comes to an end.
- 10.5. The Department will not require the Secondee to disclose or use any information which is confidential to the Employer. Any information the department does acquire as a result of the secondment will be kept confidential.
- 10.6. The Employer will not at any time require the Secondee to disclose or use any information which is confidential to the Department, and will at all times keep confidential any confidential information it acquires as a result of the secondment.
- 10.7. If an actual or potential conflict of interests arises during the secondment, any party which becomes aware of the conflict will notify the other parties in writing as soon as possible, and all the parties will attempt to manage the conflict appropriately. If this is not possible the secondment must be terminated in accordance with the termination clause in this agreement.

## **11. Discipline and grievances**

- 11.1. The Secondee will continue to be subject to the disciplinary and grievance procedures of the Employer during the secondment. The Department will co-operate with the Employer in such matters, including by providing any necessary information as required.



- 11.2. The Department and the Employer will notify each other promptly if they become aware of any disciplinary issue or grievance.

## 12. Policies and procedures

- 12.1. Except as otherwise provided in this agreement, the Seconded will continue to be subject to the Employer's policies and procedures during the secondment.

## 13. Duty of care

- 13.1. The Employer retains responsibility for the duty of care during the secondment.

**Or [Delete as appropriate]**

The Department has the duty of care during the secondment.

**[DN: The responsibility for duty of care must be mutually agreed]**

## 14. Data protection

"Data Protection Legislation" means "(i) the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679), (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy, and (iii) all applicable law about processing of personal data and privacy, as amended from time to time."

- 14.1. By signing this agreement the Seconded agrees to appropriate information and personal data (as defined in the Data Protection Legislation as amended from time to time) about him/her being passed between the Employer and the Department and the Department holding, processing and accessing such information and personal data both manually and by electronic means for legal, personnel, employment, managerial, administrative and similar purposes and to comply with legal requirements and central guidance.

- 14.2. For the purposes of this clause references to "personal data" include "sensitive personal data" as defined by the Data Protection Legislation (as amended from time to time). Sensitive personal data that may be held by the Employer and may be transferred to the Department where necessary will include information about: the Seconded's physical or mental condition, the commission or alleged commission of any offence; any proceedings for an offence committed or alleged to have been committed by the Seconded, including the outcome or sentence in such proceedings; and racial or ethnic origin or religious or similar beliefs (for the purposes of equal opportunities monitoring).

- 14.3. Such information will be held securely. Further details about data protection can be found in the Department's Staff Handbook. **[DN: check and if necessary amend this clause to ensure that it matches the Department's data protection policy. Departments should also note that processing of sensitive personal data may require more specific consent from the employee.]**

- 14.4. In the interests of open government and public access to information, the

Central Delivery Management Services (C24262)



Department may need to disclose details of officials who are on secondment to it from non-Civil Service organisations, including the Seconded's name, the name and address of the Employer, the nature of the work done and the sums paid to the Employer by the Department. This could be made necessary or desirable by legislation, Parliamentary questions, and requests for information under the Freedom of Information Act, or by central guidance or departmental policy on disclosure. The Employer and the Seconded consent to such disclosure. In deciding what disclosure should be made, the Department will take account of its obligations under the Data Protection Legislation.

## 15. Early termination

- 15.1. Either the Employer or the Department may terminate the secondment for any reason by giving [insert a suitable period, e.g. one month] notice in writing to the other two parties.
- 15.2. The Department may terminate the secondment with immediate effect without notice (or payment in lieu of notice):
  - 15.2.1. On termination of the Seconded's employment with the Employer;
  - 15.2.2. If the Employer is guilty of any serious or repeated breach of the terms of this agreement; or
  - 15.2.3. If the Employer becomes bankrupt or makes any arrangement or composition with or for the benefit of its creditors.
- 15.3. The Department may also terminate the secondment on grounds of:
  - 15.3.1. serious misconduct by the Seconded or any other conduct which affects or is likely to affect or prejudice the interests of the Department or is otherwise unsuitable for the work of the Department;
  - 15.3.2. Where the Seconded is unable to properly perform his/her duties by reason of ill health, accident or otherwise for a period or periods aggregating at least [x] working days,

by written notice to the Employer with immediate effect.
- 15.4. Either the Employer or the Department may terminate the secondment if a conflict of interests arises which cannot be appropriately managed, by written notice to the other with immediate effect.
- 15.5. [If there is a review of the secondment under sub-clause **[insert number of sub-clause above dealing with long-term absence]** and the Department considers it reasonable to end the secondment early, the Department may terminate the secondment by written notice to the Employer with immediate effect.]

## 16. Information and monitoring of leave

- 16.1. The Employer/Department **[delete as appropriate]** will monitor annual leave, sick absence and other leave. The Employer and the Department will each provide the other with any information the other needs in order to manage the Seconded, both



during the secondment and after it ends. **[DN: It may be appropriate to make provision here for the party that does the monitoring to provide regular reports to the other party about leave and other management matters.]**

- 16.2. The Seconded must notify the Department if his/her home address changes during the secondment.

## **17. Ethical considerations**

- 17.1. This clause will apply during the secondment and **for [insert suitable period, on which legal advice should be taken]** months after its termination.
- 17.2. The Department will not induce (or attempt to induce) the Seconded to leave the Employer or take up employment with the Department.
- 17.3. Neither the Employer nor the Seconded will induce (or attempt to induce) any of the Department's staff with whom the Seconded has worked to leave the Department or take up employment with the Employer.
- 17.4. This clause will not prevent either the Department or the Employer from running general recruitment campaigns or from offering employment to an individual who responds to such a campaign.

## **18. Return of property**

- 18.1. At the end of the secondment or at any time on request, the Seconded and the Employer will return all property supplied by the Department and all documents (including copies) which the Seconded has produced, received or obtained in connection with the secondment, and will irretrievably delete any electronic copies thereof. The Employer and Seconded will confirm in writing and produce such evidence as is reasonable to prove compliance with these obligations.

## **19. Intellectual property**

- 19.1. All Intellectual Property Rights in the output from the Contract shall vest in the Individual who shall grant to the Host department a non-exclusive, unlimited, irrevocable licence to use and exploit the same.
- 19.2. Subject to this Clause and save as expressly granted elsewhere under the Contract, the Host department shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Individual or its licensors and the Individual shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Host department or its licensors.
- 19.3. The Individual shall on demand fully indemnify and keep fully indemnified and hold the Host department and the Crown harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Host department and or the Crown may suffer or incur as a result of any claim that the performance by the Individual of the Contract infringes or allegedly infringes a third party's Intellectual Property Rights (any such claim being a "Claim").
- 19.4. If a Claim arises, the Host department shall notify the Individual in writing of the

Central Delivery Management Services (C24262)



Claim and the Host department shall not make any admissions which may be prejudicial to the defence or settlement of the Claim. The Individual shall at its own expense conduct all negotiations and any litigation arising in connection with the Claim provided always that the Individual:

- 19.4.1. shall consult the Host department on all substantive issues which arise during the conduct of such litigation and negotiations;
- 19.4.2. shall take due and proper account of the interests of the Host department;
- 19.4.3. shall consider and defend the Claim diligently using competent counsel and in such a way as not to bring the reputation of the Host department into disrepute; and
- 19.4.4. shall not settle or compromise the Claim without the prior written approval of the Host department (not to be unreasonably withheld or delayed).

19.5. The Individual shall have no rights to use any of the Host department's names, logos or trademarks without the prior written approval of the Host department.

**[DN: if the Seconded is likely to produce any valuable/significant IP, departmental legal advice should be sought on whether this clause should be expanded].**

## **20. Assignment**

20.1. This agreement may not be assigned by any party to the agreement without the agreement of the other two parties.

## **21. Governing law and jurisdiction**

21.1. This agreement is governed by and will be construed in accordance with the law of England.

21.2. The parties irrevocably agree that the Courts of England and Wales will have exclusive jurisdiction in relation to any dispute or difference arising out of or in connection with this agreement or its subject-matter or formation (including non-contractual disputes or claims).

## **22. Variation**

22.1. The terms of this agreement may only be varied by agreement in writing between the Employer and the Department.

## **23. Third Party Rights**

23.1. A person who is not a party to this agreement may not enforce any of its terms under the Contract (Rights of Third Parties) Act 1999.



## 24. Notices

24.1. Any notice given under this agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at its registered office for the time being [or by sending it by fax to the fax number notified by the relevant party to the other party]. Any such notice shall be deemed to have been received:

24.1.1. if delivered personally, at the time of delivery; [and]

24.1.2. in the case of pre-paid recorded delivery or registered post, [48] hours from the date of posting; and

24.1.3. in the case of fax, at the time of transmission].

24.2. In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post [or that the notice was transmitted by fax to the fax number of the relevant party].

## 25. Indemnity

25.1. The Host shall indemnify the Employer fully and keep the Employer indemnified fully at all times against any loss, injury, damage or costs suffered, sustained or incurred by:

25.1.1. the Seconded in relation to any loss, injury, damage or costs arising out of any act or omission by the Host or its employees or agents [during the Secondment Period]; or

25.1.2. a third party, in relation to any loss, injury, damage or costs arising out of any act or omission of the Seconded [during the Secondment Period OR in the course of carrying out the Services].

25.2. The Employer shall indemnify the Host fully and keep the Host indemnified fully at all times against any claim or demand by the Seconded arising out of their employment by the Employer or its termination during the Secondment Period (except for any claim relating to any act or omission of the host or its employees or agents).]

## 26. ENTIRE AGREEMENT

26.1. This agreement [together with any documents referred to in it] constitute[s] the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the Secondment.

26.2. Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of,] any statement, representation,



assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

26.3. The only remedy available to either party for breach of this agreement shall be for breach of contract under the terms of this agreement.

26.4. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this agreement.

26.5. Nothing in this agreement shall limit or exclude any liability for fraud.

**[DN departments: you may also wish to consider with your legal advisers whether to include additional clauses dealing with service of notices, third party rights and non-waiver of remedies, an “entire agreement” clause and an interpretation clause. Although rarely used you may wish to consider these in relation to your particular business need.]**

This Agreement is made between:

Signed By:	On behalf of:	Date
insert name of signatory	insert department name	
insert name of signatory	insert host organisation name	
insert name of signatory	employee	

\*\*\*\* END OF DOCUMENT \*\*\*\*