
RM6292 Cloud Compute

Annex 5 to Framework Schedule 4

Order Form, Lot 3 – Professional Services

1. This Order Form is issued in accordance with the provisions of the Cloud Compute 2 Framework Agreement RM6262 dated [date] between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after conducting a further competition or a direct award under the Framework Agreement.
2. The Contract, referred to throughout this Order Form, means the contract (entered into pursuant to the terms of the Framework Agreement) between the Supplier and the Buyer (as defined below) consisting of this Order Form and the Professional Services Call-Off Terms set out in Annex 1 (and which are substantially the terms set out in Annex 5 to Schedule 4 to the Framework Agreement) and copies of which are available from the Crown Commercial Service website <https://www.crowncommercial.gov.uk>,
3. The Supplier shall provide the Services specified and/or referred to in this Order Form (including any attachments to this Order Form) to the Buyer and the Buyer Users on and subject to the terms of the Contract for the duration of the Contract Period. The Contract shall take effect on the Commencement Date (as defined below) and shall expire at the end of the Contract Period.
4. In this Order Form, unless the context otherwise requires, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) of the Professional Services Call-Off Terms.
5. This Order Form shall comprise:
 - (a) This document headed "Order Form";
 - (b) Attachment 1 – Charges and Payment Profile.
 - (c) Attachment 2 – FinOps Advisory Consultancy Expertise Requirement
 - (d) Attachment 3 – Supplier's tender response
 - (e) Attachment 4 – SoW 001 – Maturity Assessment
 - (f) Attachment 5 – Schedule of Standards.
 - (g) Attachment 6 – Schedule of Processing, Personal Data and Data Subjects.
 - (h) Attachment 7 – Alternative Clauses.
 - (i) Attachment 8 – List of Transparency Reports.
 - (j) Annex 1 – Professional Services Call-Off Terms. and
 - (k) Annex 2 - Statement of Works Template
6. The Order of Precedence shall be as set out in Clause 2.2 of the Professional Services Call-Off Terms being:
 - (a) subject always to Clauses 2.4 and 4.2.2 of the Call-Off Terms, the Special Terms (if any);
 - (b) this Order Form (except Special Terms (as defined in the Professional Services Call-Off Terms));
 - (c) the Professional Services Call-Off Terms;

- (d) the applicable provisions of the Framework Agreement, except (and subject always to Clause 2.4 and 4.2.2 of the Professional Services Call-Off Terms) Schedule 13 (Tender) of the Framework Agreement; and
 - (e) Schedule 13 (Tender) of the Framework Agreement.
- 7. Where Schedule 13 (Tender) of the Framework Agreement contains provisions which are more favourable to the Buyer in relation to this Contract such provisions of the Tender (as applicable) shall prevail. The Buyer shall in its absolute and sole discretion determine whether any provision in the Tender and/or this Contract is more favourable to it in this context.
- 8. Special Terms shall only apply to this Contract if they:
 - (a) are set out in full in the section of this Order Form entitled "Special Terms"; and
 - (b) augment and supplement this Contract and in particular do not amend the Call-Off Terms to any material extent,and provided always that any attempt to incorporate by reference any Supplier Terms as Special Terms in this Contract shall be ineffective.
- 9. Alternative Clauses specified in this Order Form will take precedence over their corresponding clauses in this Contract.

Section A - General information:

Contract Details

Contract Reference:

Project-3003.

Contract Title:

FinOps Independent Advisory Services

Contract Description:

A service provider that will support the Buyer in the setting up a central FinOps capability as part of the management of public cloud spend.

Commencement Date:

19th August 2024

Buyer details

Buyer organisation name: The Secretary of State for the Home Department.

Billing address: 2 Marsham Street, London, SW1P 4DF

Buyer Authorised Representative name: [REDACTED]

Buyer Authorised Representative contact details: [REDACTED]

Supplier details

Supplier name:

The Supplier's legal entity name, as it appears in the Framework Agreement.

.Mobilise Cloud Services Limited

Supplier address:

Supplier's registered office address.

Trafalgar House, Cardiff, CF24 0ED

Supplier authorised representative name:

The name of the person authorised to manage this Contract for the Supplier.

[REDACTED]

Supplier authorised representative contact details:

Email and telephone contact details of the Supplier' authorised representative.

Email: [REDACTED]

Phone: [REDACTED]

Order reference number:

A unique number provided by the Supplier at the time of quote.

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| Key Sub-Contractors and Sub-processors: | <p>The Supplier's Key Sub-Contractors are:</p> <p>Synyega Limited</p> <p>Where the Supplier intends to appoint or replace a Sub-processor any such changes shall be subject always to Clause 15.12 of the Professional Services Call-Off Terms.</p> |
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Section B - The Services Requirement:

Commencement Date:

As per Section A above.

Initial Term:

12 months

Extension Period:

2 optional Periods of 12 months

Special Security or compliance requirements:

Include any security, conformance or compliance requirements with which the Services must comply with.

The Supplier's staff undertaking work at the buyer's site must hold a Home Office SC Clearance or be willing to undertake the SC clearance

Special Terms:

None

Services:

This Order Form is for the Services set out or referred to below. It is acknowledged by the Parties that the volume of the Services consumed by the Buyer and/or Buyer Users may vary during the Contract as provided for below.

Please provide details of all Services required to be in scope of the Contract with appropriate references, where available, from the Catalogue as defined in Schedule 1 (Definitions) of the Framework Agreement.

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| Professional Services Terms required: | See Annex 1 |
| Service Request process (dynamic nature of Services): | N/A |
| Geographical limitations on the location(s) from which the Services will be provided: | <p>It is acknowledged that:</p> <p>(a) the Buyer is responsible for selecting the country and/or more specific geographic region(s) from which the Services are to be provide and/or within which it permits the Supplier to process Buyer Content (including Personal Data); and</p> <p>(b) the Supplier is responsible for ensuring that the Services are only provided and/or Buyer Content is only located within the country(ries) and/or more specific geographic region(s) instructed by the Buyer from time to time in accordance with this Contract, except as otherwise agreed in writing by the Parties.</p> <p>As at the Commencement Date the Buyer instructs the Supplier that the Services are only delivered from data centres sited in the countries and/or more specific geographical regions listed below:</p> <p>Country:</p> <p><i>UK only</i></p> <p>More specific geographical region(s):</p> <p><i>None</i></p> <p>Other than the exceptions listed above the Supplier may only:</p> <p>(a) change the countries and/or more specific geographical region(s) from which it provides the Services; and/or</p> <p>(b) move the processing of Buyer Content,</p> <p>in either case to a different country and/or more specific geographical region(s), in accordance with the prior written instructions of the Buyer Authorised Representative which instructions shall be deemed to include where the Buyer (by a person appropriately authorised to do so on behalf of the Buyer) where the Buyer actively requires the Services to be delivered in</p> <p>and/or or Buyer Content to be moved to a country and/or more specific geographic region(s) other than the countries and/or more specific geographic region(s) as previously instructed in writing by the Buyer.</p> |

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| | Restricted Country: x |
| Additional Standards: | In addition to complying with Clause 3.2 of the Professional Services Call-Off Terms, including those Standards set out in Attachment 2 (Schedule of Standards) to this Order Form and the Framework Agreement, the additional standards the Supplier is required to comply with under the Contract are: None |
| On-boarding: | The on-boarding for the Contract is the responsibility of the Buyer except as stated here: N/A |
| Off-boarding: | The off boarding for the Contract is the responsibility of the Buyer except as stated here: N/A |
| Force Majeure: | In respect of a Force Majeure event, the reference to 20 Working Days set out in Clause 29.4 of the Professional Services Call-Off Terms shall be shortened to: N/A |
| Audit: | In addition to the audit rights set out in Clause 13 of the Professional Services Call-Off Terms, the following additional audit rights shall apply to the Contract: N/A The Supplier shall not require any Buyer to disapply its audit rights under Clause 13 of the Professional Services Call-Off Terms and this Order Form (if any) as a condition to providing the Services. |

Charges and payment:

The Estimated Charges applicable to the Contract and payment details are set out in the table immediately below.

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| Potential Charges (including applicable discount(s)/ preferential pricing and exclusive of VAT): | The Potential Charges payable by the Buyer to the Supplier are as set out in Attachment 1 - Charges and Payment Profile to this Order Form. |
| Charges breakdown: | The breakdown of the Charges is shown in Attachment 1 |
| Currency: | All prices under this Contract shall be quoted exclusively in: Pounds Sterling (£) unless otherwise agreed in writing by the Buyer Authorised Representative. |

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| | All Charges shall be paid and/or payable exclusively in Pounds Sterling. |
| Currency and currency conversion mechanism: | <p>In accordance with Clause 7.5 of the Professional Services Call-Off Terms, where the Charges under this Contract are stated (priced) in a currency other than Pounds Sterling then any invoiced amounts due under this Contract shall be calculated in accordance with the following currency conversion mechanism:</p> <p>N/A</p> |
| Payment method: | The payment method for this Contract is BACS. |
| Payment profile: | For the purpose of this contract all payment profiles will be defined in respective SOWs (Statement of Works). See Attachment 2 Section 6 |
| Invoice details and frequency: | <p>The Supplier will issue an invoice (including any Electronic Invoices) in accordance with the SOW terms.</p> <p>Pursuant to Clause 7.4 of the Professional Services Call-Off Terms, the Buyer will pay the Charges to the Supplier within 30 days of receipt of a valid invoice.</p> |
| Who and where to send invoices to: | <p>Invoices will be sent via email as the primary method for delivery to the address below:</p> <p>hosupplierinvoices@homeoffice.gov.uk</p> <p>Invoices can be submitted in hard copy via post to the address below, however this will significantly delay the processing of the payment to the supplier.</p> <p>Home Office Shared Service Centre HO Box 5015 Newport, Gwent NP20 9BB United Kingdom</p> <p>Tel: 08450 100125 Fax: 01633 581514</p> |
| Invoice information required: | <p>All invoices must include:</p> <ul style="list-style-type: none"> • the unique Purchase Order number. • Call-Off Contract reference. • SoW reference. • the services to which the invoice relates. • the line value. • total value excluding Value Added Tax. • the Value Added Tax percentage: • the total value including Value Added Tax; and • any relevant supporting information, including timesheets, expense receipts etc. |

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| Potential Maximum contract value: | The Potential Maximum value of the Contract (including the Extension Period) is £ |
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Additional Buyer terms:

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| Liability: | In accordance with the Professional Services Call-Off Terms See Section 9 |
| Buyer specific amendments to/ refinements of the Contract terms: | Within the scope of the Contract, the Supplier will not provide any additional services. |
| Personal Data and Data Subjects: | See Attachment 3 (Schedule of Processing, Personal Data and Data Subjects) to this Order Form. |
| Sites: | The location of the Services will be carried out virtually in the main with the requirement to have attendance represented at relevant sites across the UK at the Buyer's instruction. |
| Buyer Property: | Not Applicable |
| Deliverables: | The Supplier shall provide the following Deliverables to the Buyer as detailed within the Supplier's Tender response See Attachment 3. |

Alternative Clauses:

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| The following Alternative Clauses will apply: | N/A |
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Section C - Commercially Sensitive information:

Commercially Sensitive information:

Any information that the Supplier considers sensitive for the duration of an awarded Contract – *use specific references to sections within the Supplier's Tender rather than copying the relevant information here.*

There is no Commercially Sensitive Information.

Section D - Contract award:

The Contract is awarded in accordance with the provisions of the Framework Agreement.

SIGNATURES

For and on behalf of the Supplier:

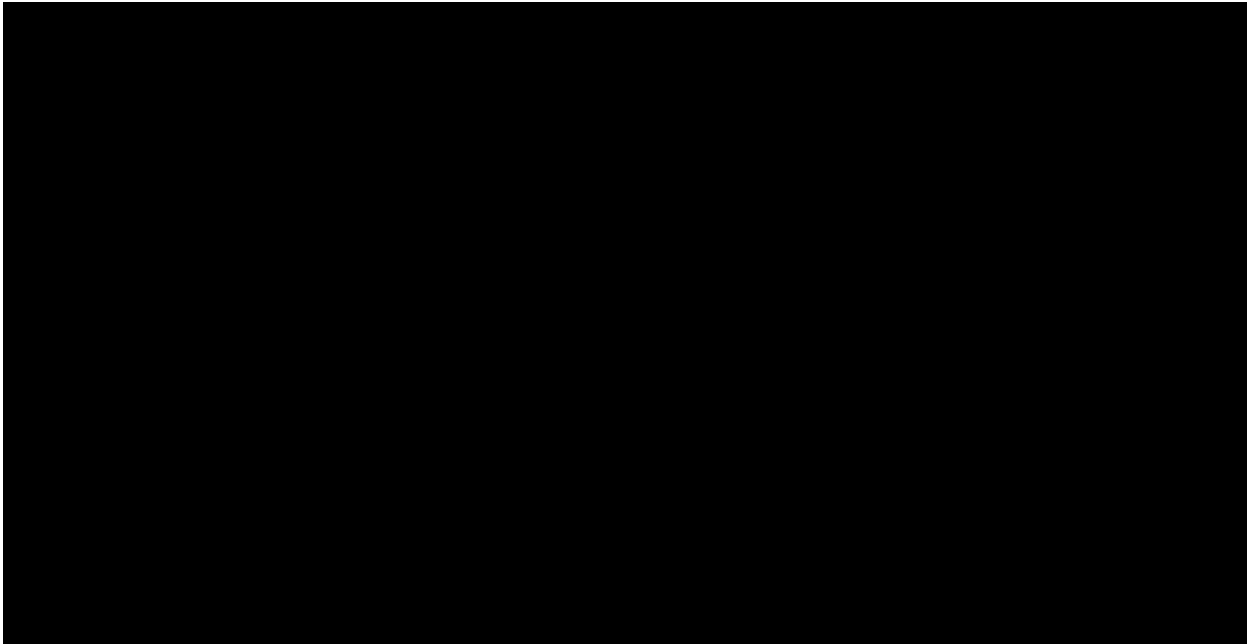
| | |
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| Name: | |
| Job role/title: | |
| Signature: | |
| Date: | 15 August 2024 |

For and on behalf of the Buyer:

| | |
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| Name: | |
| Job role/title: | |
| Signature: | |
| Date: | 19th August 2024 |

Attachment 1-Requirement Document

Charges and Payment Profile



Notes

For Croydon or London based resources, day rates will be inclusive of travel and subsistence expenses within M25/Greater London. Travel expenses incurred from travel outside of M25/Greater London will be subject to Home Office Travel Policy. Subsistence will not be payable.

For resources based in another location outside of Croydon/ London, such as the North West including Greater Manchester, or Sheffield: day rates will be inclusive of travel and subsistence expenses for that location and travel within 25 miles from the location. Travel and subsistence expenses incurred for travel outside of 25 miles from the location will be subject to Home Office Travel Policy. Subsistence will not be payable.

The actual resource profile, commercial approach and charges for future Statements of Work will be determined within the Statements of Work. The day-rates within this Attachment 1 apply through-out the Contract Period, including any Extension Period.

The Charing model for each individual Statement of Work, will be calculated using some or all or a combination of the following, as required by the Buyer:

- Firm Pricing (or Milestone Payments).
- Capped Time and Materials.
- Time and Materials.

If a capped or fixed price has been agreed for a Statement of Work:

- The Supplier will continue at its own cost and expense to provide the Services even where the agreed price has been exceeded; and
- The Buyer will have no obligation or liability to pay for the cost of any Services delivered relating to the Statement of Work after the agreed price has been exceeded.
- All risks and contingencies will be included in the Charges.

All pricing is exclusive of VAT.

Attachment 2-Requirement Document

Project 3003 - Independent FinOps Advisory
Consultancy/ Expertise

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1. Introduction

- 1.1. This Competition is being conducted under the CCS Framework RM6292 Cloud Compute 2 – Lot 3: Professional Services

2. Background to Requirement/Overview of requirement

- 2.1. The Buyer is in the process of setting up a central FinOps capability as part of the management of public cloud spend. The set up of the Buyer is such that siloed areas do things in very different ways. As we start to build and grow the internal FinOps capability, in order to offer a centralised community that supports the overall Buyer operational framework and cultural practice we need to ensure we do so under the guidance of industry-leading experts who align with FinOps foundation and are fully independent of any other Suppliers. This will assist in maximising the business value of cloud, enabling timely data-driven decisions, and the creation of financial accountability through collaboration between engineering, finance, and business teams. What is important is to ensure we do not move into a FinOps managed service and that we continue to build the skills and capability internally.
- 2.2. The Buyer's appetite to contract public cloud services worth millions of pounds, will be down to the effectiveness of our optimisation and FinOps practice, so these requirements are crucial in achieving that. It is also crucial that we think longer term and build in capability to align our efficiencies with software licensing and the sustainability agenda again with advice from independent support.
- 2.3. This requirement therefore is to procure a contract with an independent company that have core criteria that can align and advise as and when we need them without having to raise a SoW for each query.
- 2.4. The need for increased visibility of Cloud billing by area and usage is a high priority coupled with the need to optimise usage.
- 2.5. The Buyer wants to build a centralised function, where the support and collaboration of an independent expert is required.
- 2.6. It is important to note that the Buyer does have some incumbent Suppliers working on SoWs in part working towards the processes and values we wish to adopt; however, they have been unable to offer an independent service where we are noticeably clear that we wish to grow internal capability and NOT take on a FinOps managed service. It is also worth noting that any support has been in specific areas, and we are in a position where we require cross-Buyer and cross-Government discussions to take place.
- 2.7. As this function is built at pace, it will have far-reaching impacts, so to 'get it right' first time is imperative. We need FinOps foundation expertise, knowledge and experience to support us as we plan the 3-year transformation map and short-term (24/25FY) milestones, as well as understanding our maturity; where are our pockets of excellence and where is there no understanding found.

3. Definitions

| | | |
|---------------|--------|--|
| FinOps | Means: | an operational framework and cultural practice which maximises the business value of cloud, enables timely data-driven decision making, and creates financial accountability through collaboration between engineering, finance, and business teams |
| Hub and Spoke | Means: | Hub: The central FinOps Team with core policies and high-level processes Spoke: These are portfolios that will use the fundamental framework from the Hub and apply it to their area, with any localised additions needed to serve the business |
| SoW | Means: | Statement of Work |

4. In Scope

- 4.1. The following services will be covered.
- 4.2. **Flexible FinOps Advisory Expertise** resource – Access to specialists within a 48-hour turnaround period to support sessions/workshops/planning for FinOps capability Build both technical and operationally.
- 4.3. **FinOps Foundation Certified Professional or Equivalent** – FinOps Professional alliance with the ability to certify Buyer engineers and FinOps teams.
- 4.4. **Maturity Assessment:** The Supplier must have the ability to carry out a robust maturity assessment over a maximum period of 8 weeks.
- 4.5. **Support Implementation** –Support and guide the Buyer as it implements new processes and procedures, following the Maturity Assessment as well as potential tooling and its impact on in-house technologies.
- 4.6. **Build Best Practice** – Support to help us grow best practice from the start in all areas; to include the training of our resources to FinOps Foundation certified standard; finance, tooling, processes & Policy. All advice will align to Industry Standards best practice FinOps Foundation certification as a minimum.
- 4.7. **Expert Analysis** – of all cloud usage, optimal mix of savings initiatives applicable to any public cloud provider. Drive increased collaboration – ensure that cross-community is at the heart of Buyer FinOps growth, to include senior management, finance, engineering and operations.
- 4.8. The Supplier must be able to provide independent and agnostic recommendations and advice.

5. Out of Scope

- 5.1. The Advisory Expertise contract will not cover the completion of all of the planned activities or recommended activities that come out of the on-going advice and forward programme planning.

6. Statement of Works (SoW)

- 6.1. This contract will be undertaken through the deployment suites of Statement of Works (SoW). The SoW represent the maximum number of required days needed to undertake and fulfil the contract. The Buyer reserve the right not to fully utilise the maximum number of days within the SoW.
- 6.2. As such the SoW development is viewed as a collaborative activity between the Parties and will only be effective upon the complete sign off by the Parties.
- 6.3. Each SoW will support the team in building out the plan and aligning to Industry standards, this can be a mix of resources available depending on the need in hand but all through a central contract.
- 6.4. The initial SoW work packages are expected to include:
 - 6.4.1. Maturity Assessment across HO in line with FinOps Foundation standards
 - 6.4.2. Support the Programme (not project) with defining milestones and activity
 - 6.4.3. Support the Buyer in defining policies in line with best practice
 - 6.4.4. Support on the writing of How do I guides processes
 - 6.4.5. FinOps Certification training and accreditation
 - 6.4.6. Support the facilitation of quarterly Project Board sessions as an Expert.
 - 6.4.7. Support and advice on automation outputs and future proofing dashboards and reporting
- 6.5. Any advice given and used will be documented and produced for Home Office use in longevity.
- 6.6. On the Buyer's direction, the Supplier shall produce a proposal against identified requirements using the rates and pricing methods agreed within the Contract. Milestone deliverables-based pricing is the preferred method for Statements of Work, calculated using the agreed SFIA day rates.
- 6.7. For each individual Statement of Work, the applicable Charges will be calculated using some or all or a combination of the following, as required by the Buyer:
 - 6.7.1. Milestone Payments (Firm price).
 - 6.7.2. Capped Time and Materials.
 - 6.7.3. Time and Materials.
- 6.8. Weekly collaboration session to be held to agree Risks, issues and Buyer processes that will impact the outcome of any recommendations.
- 6.9. The SoWs are subject to the Contract terms. In the event of any conflict between the Contract and a SoW terms, the Contract terms shall take precedence.
- 6.10. The Supplier shall provide a detailed breakdown of rates, with sufficient details to enable the Buyer to verify the accuracy of the SoW Charges incurred.
- 6.11. The detailed breakdown for the provision of Services during the term of the SoW shall include (but will not be limited to):
 - 6.11.1. a role description per Supplier Personnel.
 - 6.11.2. the agreed relevant rate per day or agreed Milestone Payment.

6.12. The Supplier will also provide a summary which is to include:

- 6.12.1. Total value of the Statement of Work.
- 6.12.2. Overall Contract value.
- 6.12.3. Remainder of value under overall Contract Charge

Where:

- Remainder of value under overall Contract Charge = overall Contract value - sum of total value of all Statements of Work invoiced.
- Whether there is any risk of exceeding Overall Contract value (and thereby requiring a Contract Variation to continue delivery of Services).

6.13. If a capped or fixed price has been agreed for a Statement of Work:

6.14. The Supplier will continue at its own cost and expense to provide the Services even where the agreed price has been exceeded; and

6.15. The Buyer will have no obligation or liability to pay for the cost of any Services delivered relating to the Statement of Work after the agreed price has been exceeded.

6.16. All risks and contingencies will be included in the Charges.

6.17. Any changes to the Supplier Personnel shall be agreed with the Buyer and covered by a separate Statement of Work where it cannot be accommodated within an existing Statement of Work.

6.18. Multiple Statements of Work can operate concurrently.

6.19. The Supplier shall keep accurate records of the time spent by the Supplier Personnel in providing the Services and shall record all resource days weekly against the Buyer's work breakdown structure via the Buyer's time recording portal by no later than 5pm each Friday.

6.20. The Buyer's programme assurance team and commercial team will review the proposal and decide if the proposal addresses the programme needs, offers on-going value for money and can be accepted to deliver the next Statement of Work.

6.21. Where applicable, Deliverables and associated acceptance criteria will be defined for each Statement of Work. The Deliverables and associated acceptance criteria will be attached as an Appendix to the signed Statement of Work, providing a full audit trail of the deliverables produced under each phase.

SoW Requirement

- 6.22. The following initial SoW requirements have been identified to be undertaken and are expected to be issued for a SoW proposal immediately following Contract award:
 - 6.22.1. A Discovery phase SoW, to include a maturity assessment to be completed over a maximum period of 8 weeks from start date.
 - 6.22.2. A fully competed high level plan that aligns to capabilities and domains regarding FinOps Foundation, taking into consideration the maturity assessment outputs – within 10 weeks from start date.

Payment Mechanism

- 6.23. The charging mechanisms for SoWs within this Contract will be either:
 - 6.23.1. Firm Price,
 - 6.23.2. Capped Time and Materials,
 - 6.23.3. Time and Materials or
 - 6.23.4. a combination of some or all.

- 6.24. The following Charging provisions apply:

Firm Prices

- 6.25. The Supplier shall be entitled to invoice the Buyer for a Milestone Payment once all Deliverables associated with the corresponding Milestone, as agreed in the Statement of Work, are Delivered.
- 6.26. The Supplier shall not be entitled to submit invoices for any work where the agreed Firm Price has been exceeded.
- 6.27. In the event the agreed Firm Price for a SoW is reached before the milestone work is Delivered, the Supplier shall successfully complete the work required in the SoW at their own cost.
- 6.28. The Supplier will continue at its own cost and expense to provide the Services even where the agreed Firm Price has been exceeded.
- 6.29. The Buyer will have no obligation or liability to pay for the cost of any Services delivered relating to the Statement of Work after the agreed price has been exceeded.
- 6.30. The Buyer shall not accept any change to the agreed Contract Charge in order for the Supplier to complete the work.
- 6.31. Payment is subject to successful delivery of the Services, to the required quality and the agreed timescales. The Buyer reserves the right to withhold payment of the relevant invoice(s) where the quality of delivery to time has not been met, to the satisfaction of the Buyer. Authorisation is not to be unreasonably withheld. Such payments to be released subject to either/or the rectification of the delivery issue and/or the provisions of an agreed recovery plan.
- 6.32. The Contract Charges are fully inclusive of all risks and contingencies.
- 6.33. The Contract Charges are fully inclusive of all travel and expenses costs.

Capped Time and Materials

- 6.34. The Supplier shall be entitled to invoice the Buyer at the end of each calendar month (or the agreed period) for the agreed work delivered during that month (or period), in accordance with the agreed resources and Rate Card within the Statement of Work.
- 6.35. For Services delivered and for other aspects of the Services as may be agreed by the Parties, Charges shall be calculated on a daily basis in accordance with the Rate Card for each Supplier personnel", for every day, or pro rata for every part of a day that the Supplier Staff are actively performing the Services.
- 6.36. The Supplier shall provide a detailed breakdown of any Charge; with sufficient detail to enable the Buyer to verify the accuracy of the Charges incurred.
- 6.37. The Supplier shall retain a record timesheet for all staff providing the Services, which the Buyer may request for inspection at all reasonable times on request.
- 6.38. The Supplier shall not be entitled to submit invoices for any work where the agreed Capped Maximum Contract Charge has been exceeded.
- 6.39. In the event the agreed Capped Maximum Contract Charge for this a SoW is reached before all work is achieved, the Supplier shall successfully complete the work required in the SoW at their own cost.
- 6.40. The Supplier will continue at its own cost and expense to provide the Services even where the agreed Capped Maximum Contract Charge has been exceeded.
- 6.41. The Buyer will have no obligation or liability to pay for the cost of any Services delivered relating to the Statement of Work after the agreed Capped Maximum Contract Charge has been exceeded.
- 6.42. The Buyer shall not accept any change to the agreed Contract Charge in order for the Supplier to complete the work.
- 6.43. Payment is subject to successful delivery of the Services, to the required quality and the agreed timescales. The Buyer reserves the right to withhold payment of the relevant invoice(s) where the quality of delivery to time has not been met, to the satisfaction of the Buyer. Authorisation is not to be unreasonably withheld. Such payments to be released subject to either/or the rectification of the delivery issue and/or the provisions of an agreed recovery plan.
- 6.44. The Contract Charges are fully inclusive of all risks and contingencies.

Time and Materials

- 6.45. The Supplier shall be entitled to invoice the Buyer at the end of each calendar month for the agreed work Delivered during that month, in accordance with the agreed resources and Rate Card within the Statement of Work.
- 6.46. For Services delivered and for other aspects of the Services as may be agreed by the Parties, Charges shall be calculated on a daily basis in accordance with the Rate Card for each Supplier Staff, for every day, or pro rata for every part of a day that the Supplier Staff are actively performing the Services.
- 6.47. The Supplier shall provide a detailed breakdown of any Charge; with sufficient detail to enable the Buyer to verify the accuracy of the Charges incurred.
- 6.48. The Supplier shall retain a record timesheet for all staff providing the Services, which the Buyer may request for inspection at all reasonable times on request.
- 6.49. Payment is subject to successful delivery of the Services, to the required quality and the agreed timescales. The Buyer reserves the right to withhold payment of the relevant invoice(s) where the quality of delivery to time has not been met, to the satisfaction of the Buyer. Authorisation is not to be unreasonably withheld. Such payments to be released subject to either/or the rectification of the delivery issue and/or the provisions of an agreed recovery plan.
- 6.50. The Contract Charges are fully inclusive of all risks and contingencies.

7. IR35 Assessment

- 7.1. In response to the changes to the Off-Payroll Working rules (IR35 Legislation) (gov.uk guidance) and ongoing compliance guidance from HMRC, the Buyer shall undertake an IR35 determination in respect of each Statement of Work called off from the Order Form , on a case-by-case basis, by reviewing the Statement of Work and associated working practices, to assess whether the construct of the work delivered under the Statement of Work is genuinely one of a true contracted-out service or more of one of a supply of resource as Labour.
- 7.2. Contract Operation
- 7.3. This Statement of Work is a Contract for Services, with outcomes and deliverables as detailed below, and will be operated as follows:
 - 7.3.1. Supplier personnel will be under the day-to-day direction and control of the Supplier, not the Buyer, and will therefore operate independently of the Buyer's delivery governance bodies.
 - 7.3.2. Supplier personnel will not have any management or supervisory responsibilities over the Buyer staff, or any other Supplier's staff, save for their own staff deployed in satisfaction of this Statement of Work.
- 7.4. Any quality and non-delivery issues will be raised by the Buyer with the Supplier's authorised representative and not the individual Supplier personnel.
- 7.5. The Supplier will be held accountable by the Buyer for non-delivery of the Services, not the individual Supplier personnel.
- 7.6. The Supplier is able to replace or substitute individual Supplier personnel to undertake the Services at its discretion within this Statement of Work, so long as they have the requisite security clearance or attain the requisite security clearance with the sponsorship of the Buyer where this is in excess of BPSS. It is for the Supplier to ensure any such substitute personnel deployed are suitably qualified, experienced and skilled.
- 7.7. Changes in scope, deliverables, acceptance criteria and milestone/delivery dates will be managed by means of an impact assessment that will lead to a Contract Change Note or Variation Order where such changes are required.
- 7.8. This Statement of Work will not be used to fill roles that already exist in the Department.
- 7.9. The Statement of Work is to be used solely to deliver the services prescribed as laid out in the Requirements / Service Description, it shall not be used to satisfy other requirements outside of these services.
- 7.10. Where the Buyer concludes that, on balance, a Statement of Work agreed under the Order Contract is one where a consideration of IR35 exists (and therefore represents a significant risk to the Buyer in relation to our exposure to potential fines and penalties being imposed on the Buyer by HMRC for non-compliance), the Buyer shall seek to understand whether the resources deployed by the Supplier in satisfaction of the Statement of Work constitute a risk in terms of their employment status for tax purposes. In such circumstances, the Supplier shall be required to formally provide a declaration as to the employment status for Tax for all personnel the Supplier have deployed or will deploy to deliver the contracted services by signing and returning a "Declaration of Employment Status for Tax" (as attached at Annex **).
- 7.11. The Rate Card shall not be subject to change as a result of the Buyer's IR35 determinations.

8. Management Information

- 8.1. The Supplier will report on recommendations, decisions taken under their guidance and the impact of those decisions, tracking the benefits in collaboration with the N&I team within the Deliver & Technical areas. These recommendations and advisory reports will be specific to the Buyer and will not be shared in any wider circles than the named programme stakeholders. These are required on a monthly basis with any changes advised within 48 hours.

9. Service Levels and Performance

- 9.1. The Buyer will measure the quality of the Supplier's delivery:
9.1.1. Based on SoW output.

10. Continuous Improvement

- 10.1. All expertise provided by the Supplier will comply with up-to-date industry standards and always consider market changes and future technological advances within a reasonable expectation.

11. Security and Confidentiality Requirements

- 11.1. The Supplier's resources undertaking the work must possess a minimum of SC security clearance, coupled with a full Non-Disclosure Agreement signed as per the Buyer's expectation.

12. Location

- 12.1. The location of the Services will be carried out virtually in the main with the requirement to have attendance represented at relevant sites across the UK up to three times a month for workshops, meetings and collaboration as required.

Attachment 3

Supplier's Tender Response

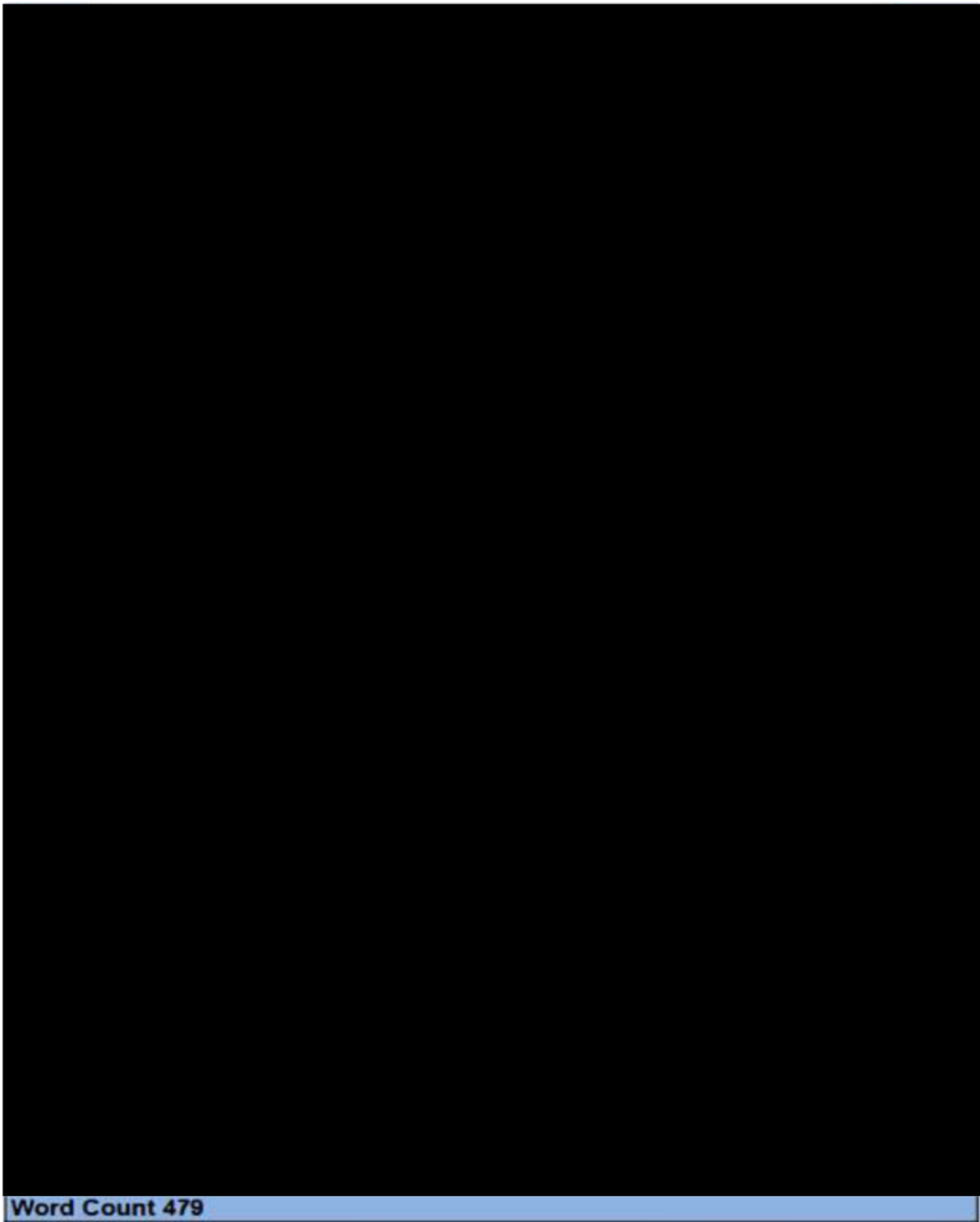
Q4.1 – Flexible FinOps advisory resource (7.5 %)

How will the Potential Provider ensure they have adequate resource to respond in a flexible manner, as experts, during the process of building a best practice FinOps capability?

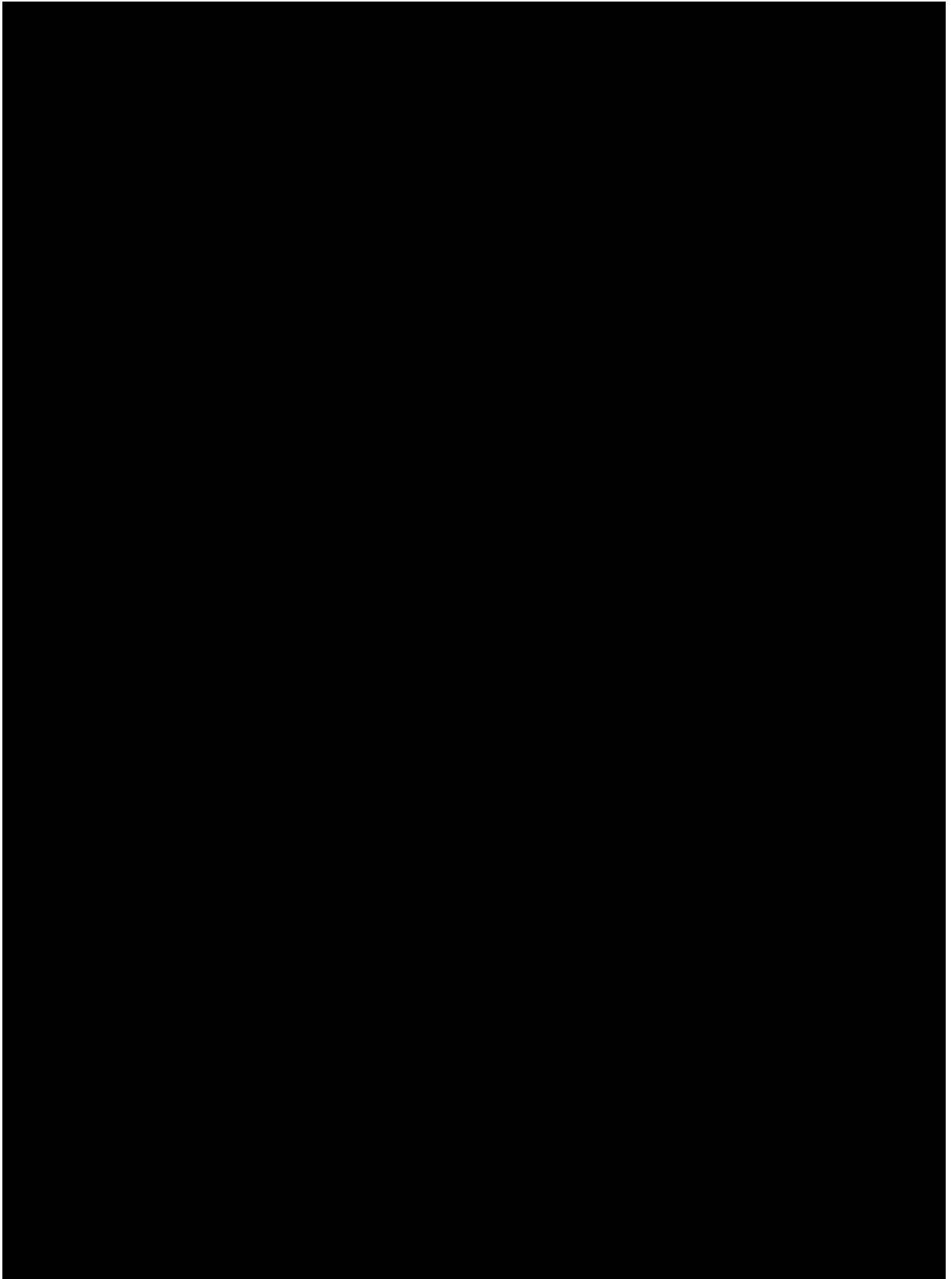
Specific Guidance:

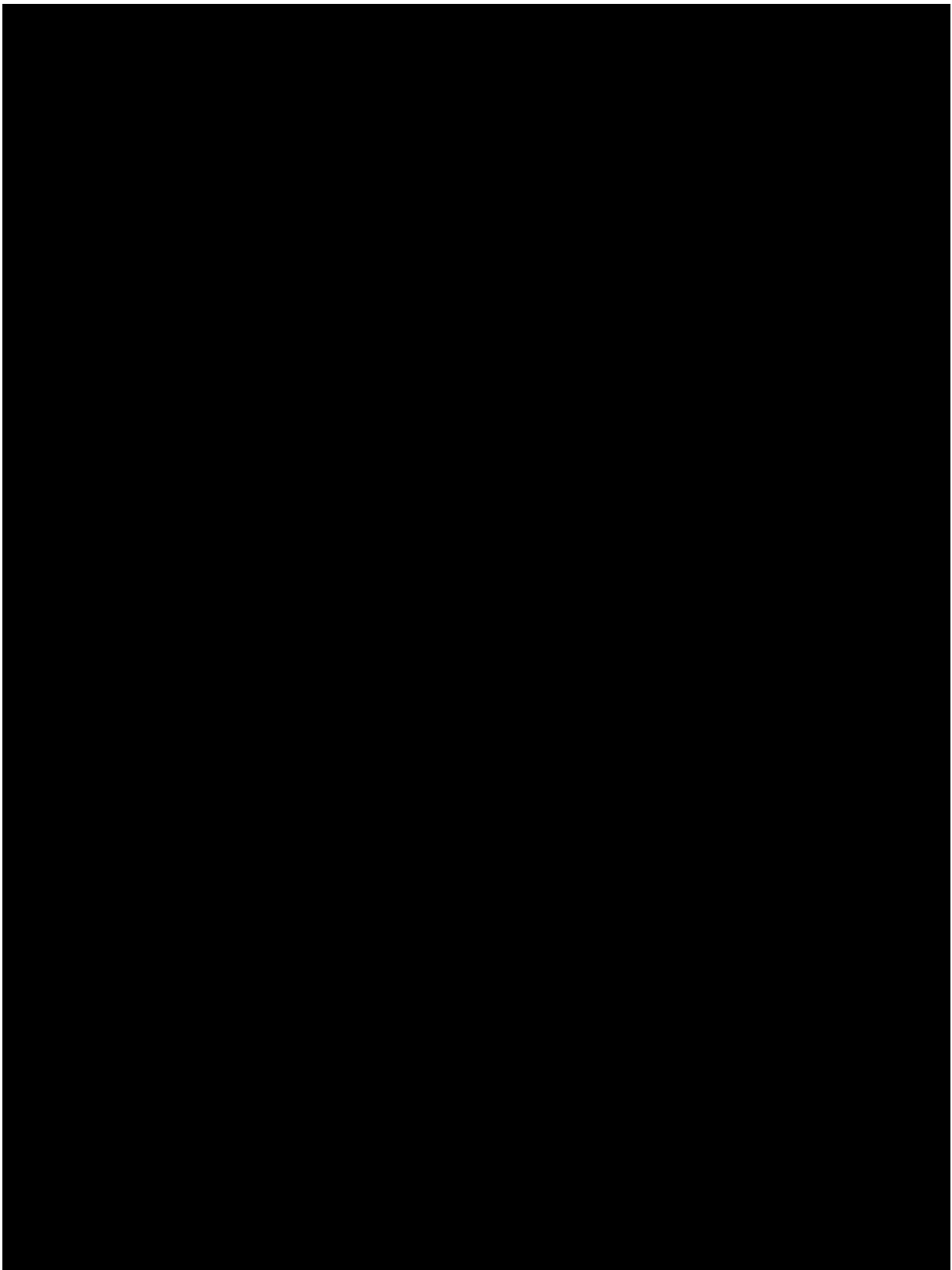
The Potential Provider will need to show flexibility across all teams in support of N&I who lead the Programme of work.

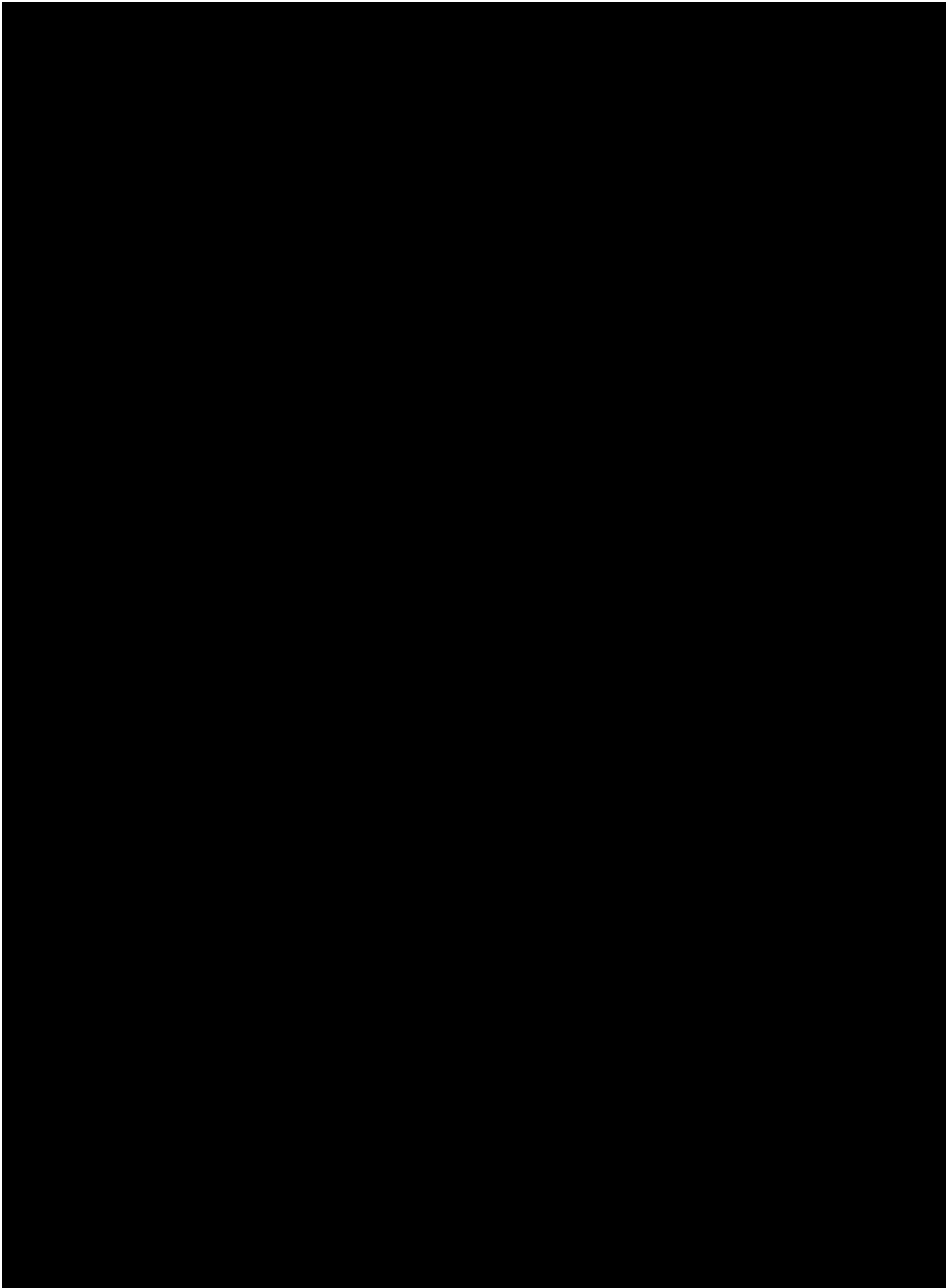
- Include how you would ensure availability.
- How you would ensure the quality of support any flexible resource would provide in advising how to set up a FinOps capability?
- The Potential Provider to include the number of resources and the level at which they will operate



| |
|---|
| Q4.2 - Support Implementation (15 %) |
| What will the Potential Provider's approach be in supporting the Authority when implementing a Hub and Spoke FinOps capability? |
| Specific Guidance: |
| <p>The Potential Provider should outline how they see a Hub and Spoke capability being built:</p> <ul style="list-style-type: none"> • What elements need to be considered? • What value would each element be to the Authority? • How they will support internal skill growth within an already very tight resource pool, without being inclined to step in with any managed service? • What elements does the provider see clearly sitting in the Hub space? • How would they carry out a maturity assessment? |







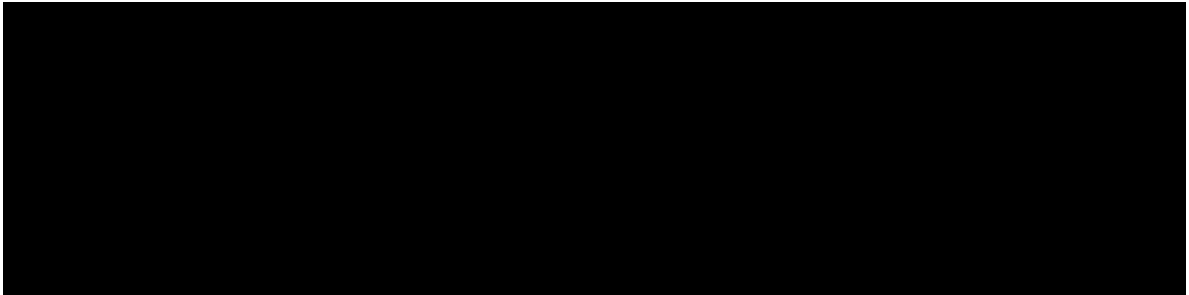
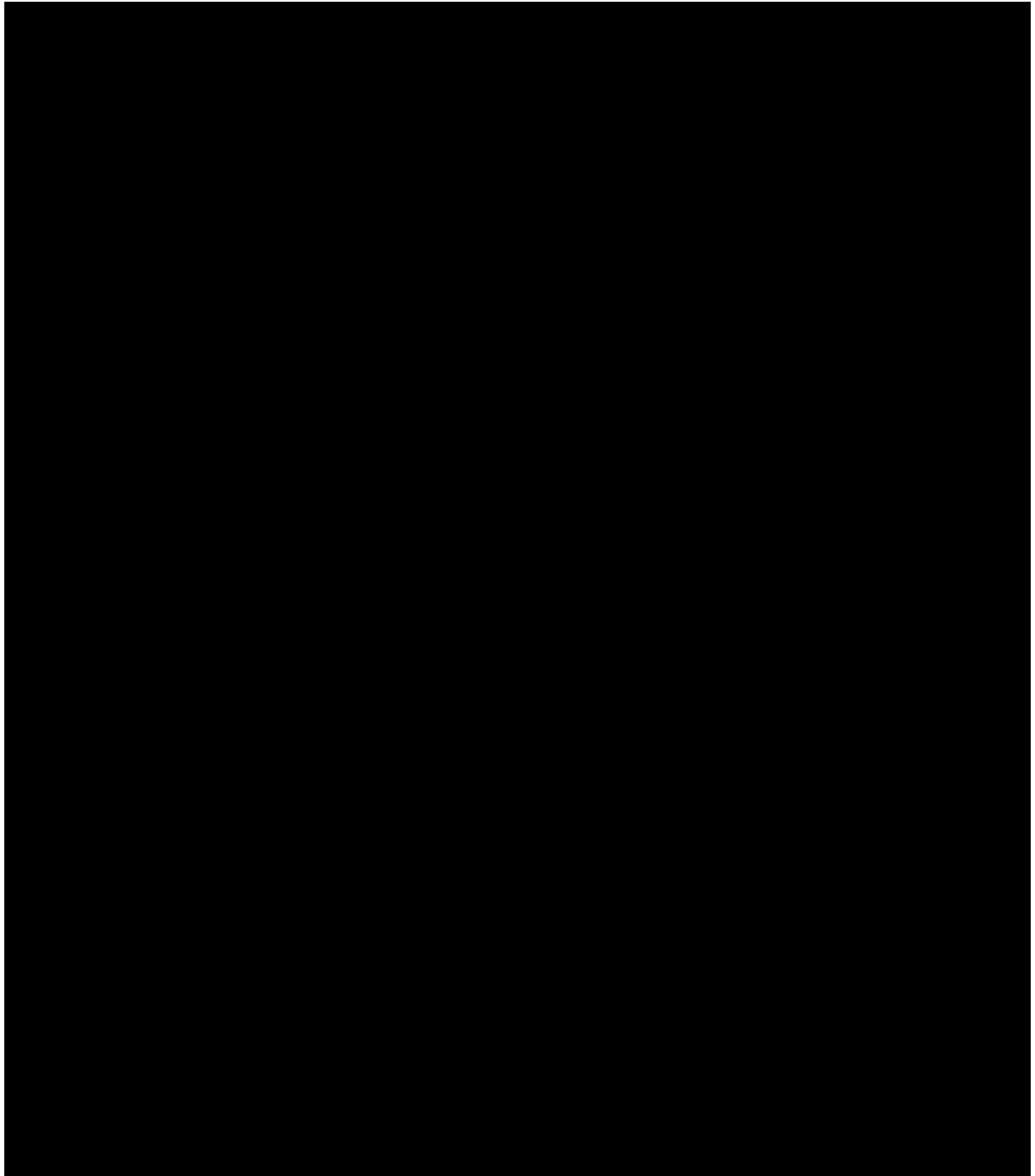
Q4.3 - Build Best Practice (15%)

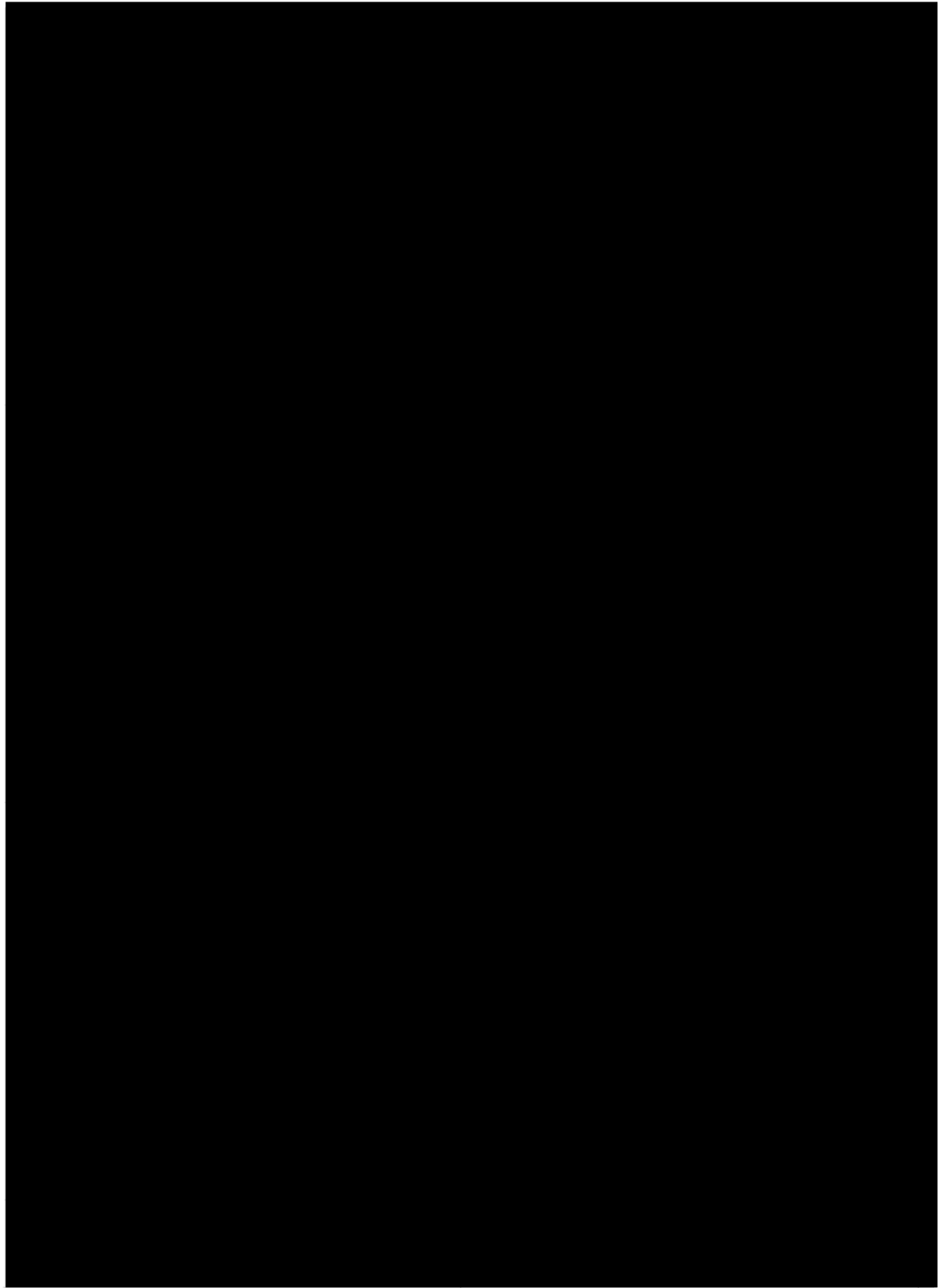
How will the Potential Provider ensure the Authority becomes a best practice Industry leader in its FinOps capability?

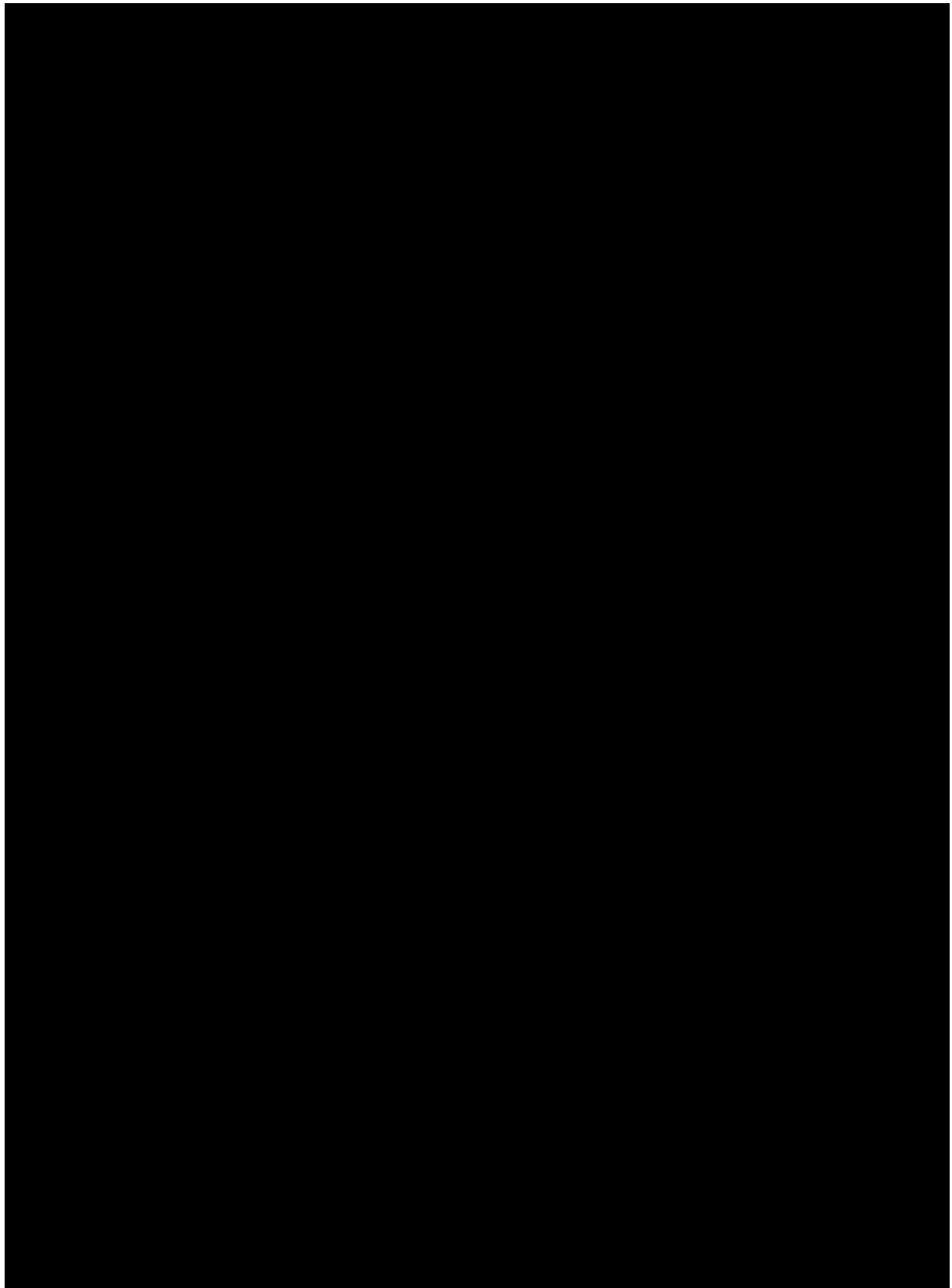
Specific Guidance

The Potential Provider should explain:

- What does "best practice/ Industry leading" mean to them?
- How will they help the Authority build and retain best practice?
- How will the Potential Provider support the growth and development over a three-year transformation map?
- How would they go about training relevant resources to certification level?
- Consider technology/ tooling and how the provider would assure supplier agnostic recommendations?
- What measures would be recommended to drive best practice?

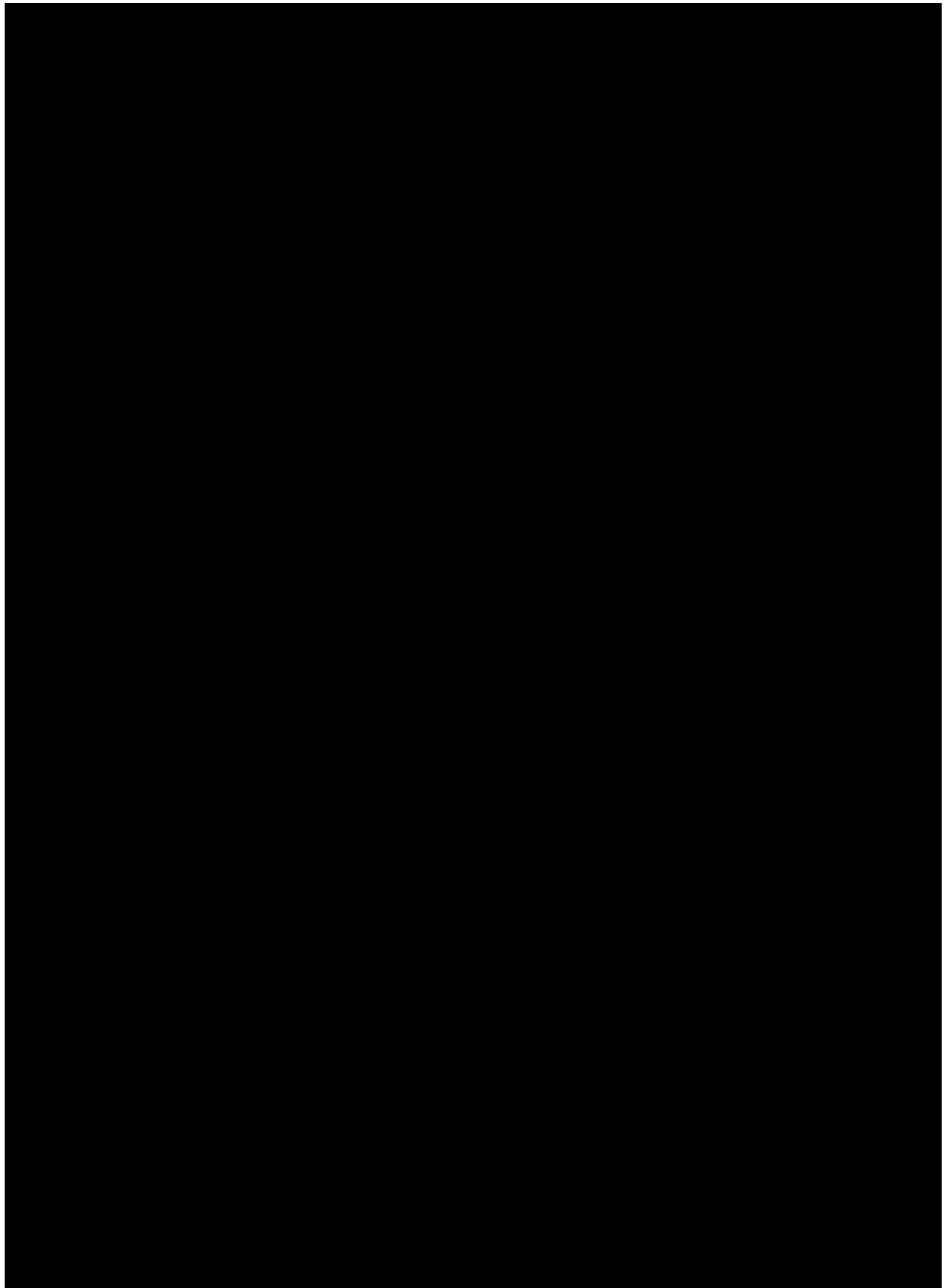


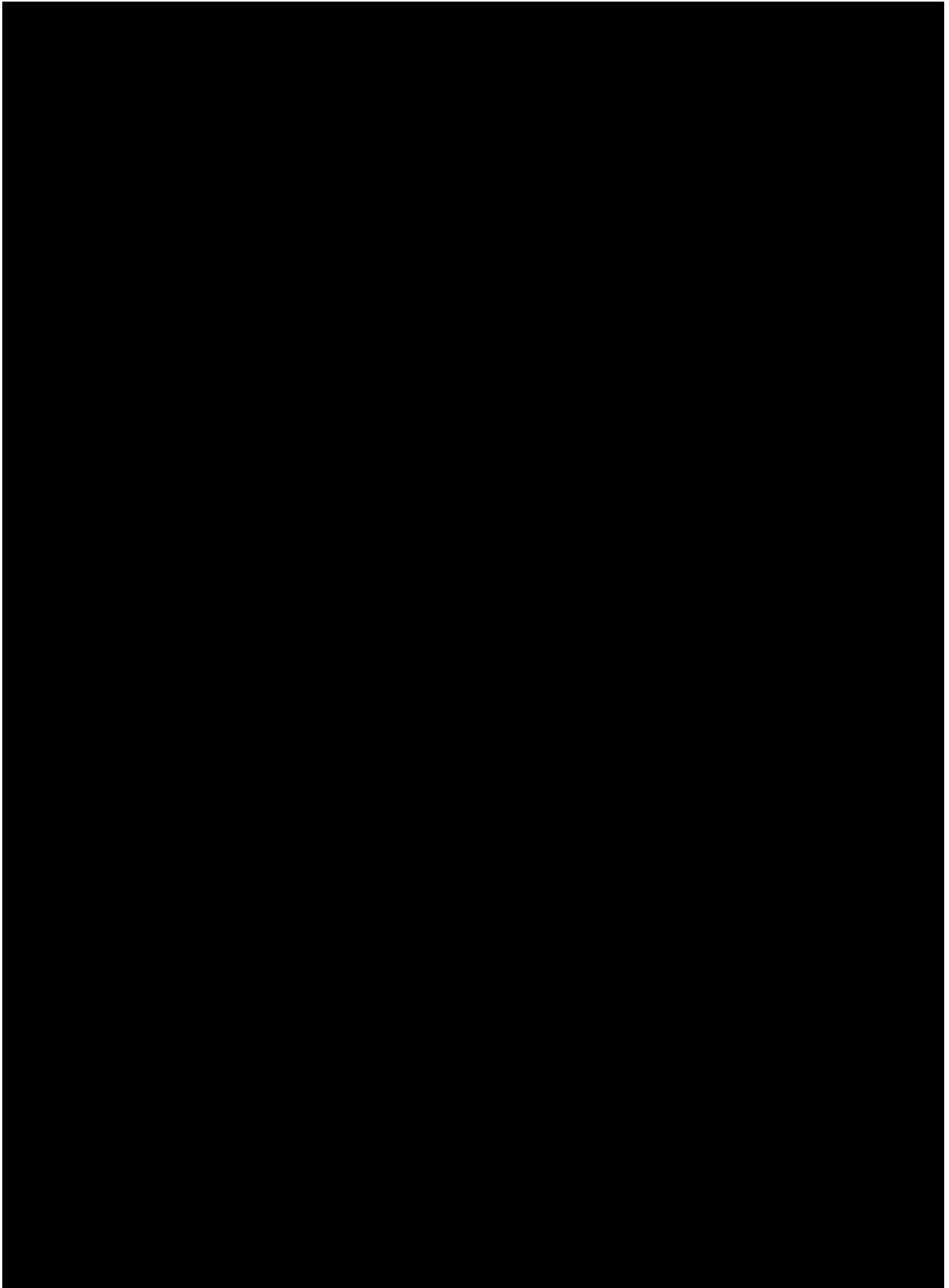


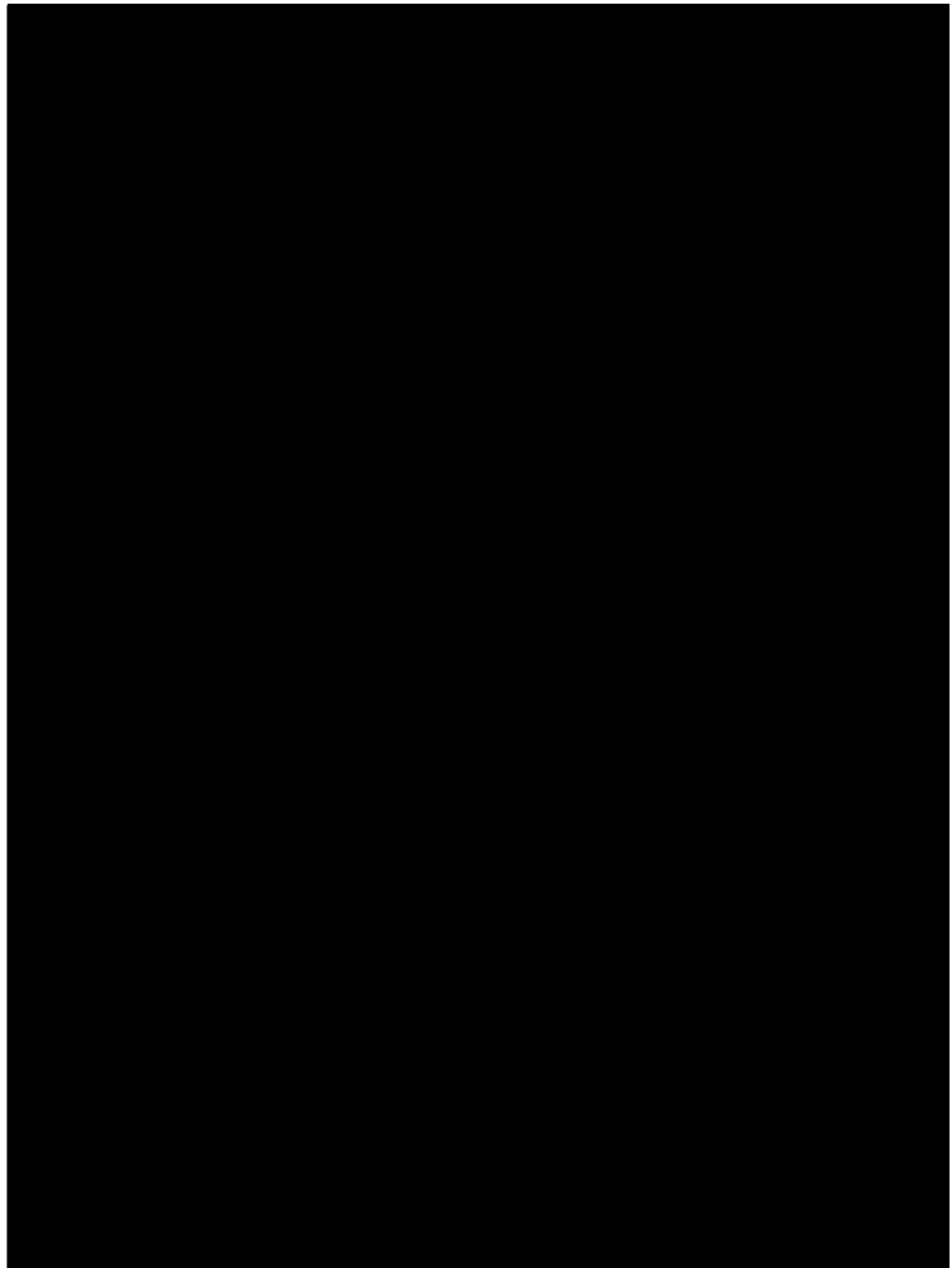




| Q4.4 - Expert Analysis (15%) |
|--|
| How will the Potential Provider analyse the Authority's Cloud usage data, in order to make recommendations about its optimal mix of savings initiatives? |
| Specific Guidance: |
| <p>The Potential Provider should show:</p> <ul style="list-style-type: none"> • How they would support the Authority in making optimal purchasing decision relating to savings initiatives. • How would they support the Authority in exploiting the best mix/balance of all available cloud saving opportunities also taking into account any Optimisation opportunities. • How they would improve cost and resource visibility • How would they analyse resource capability and organisational structure for best alignment? |
| |









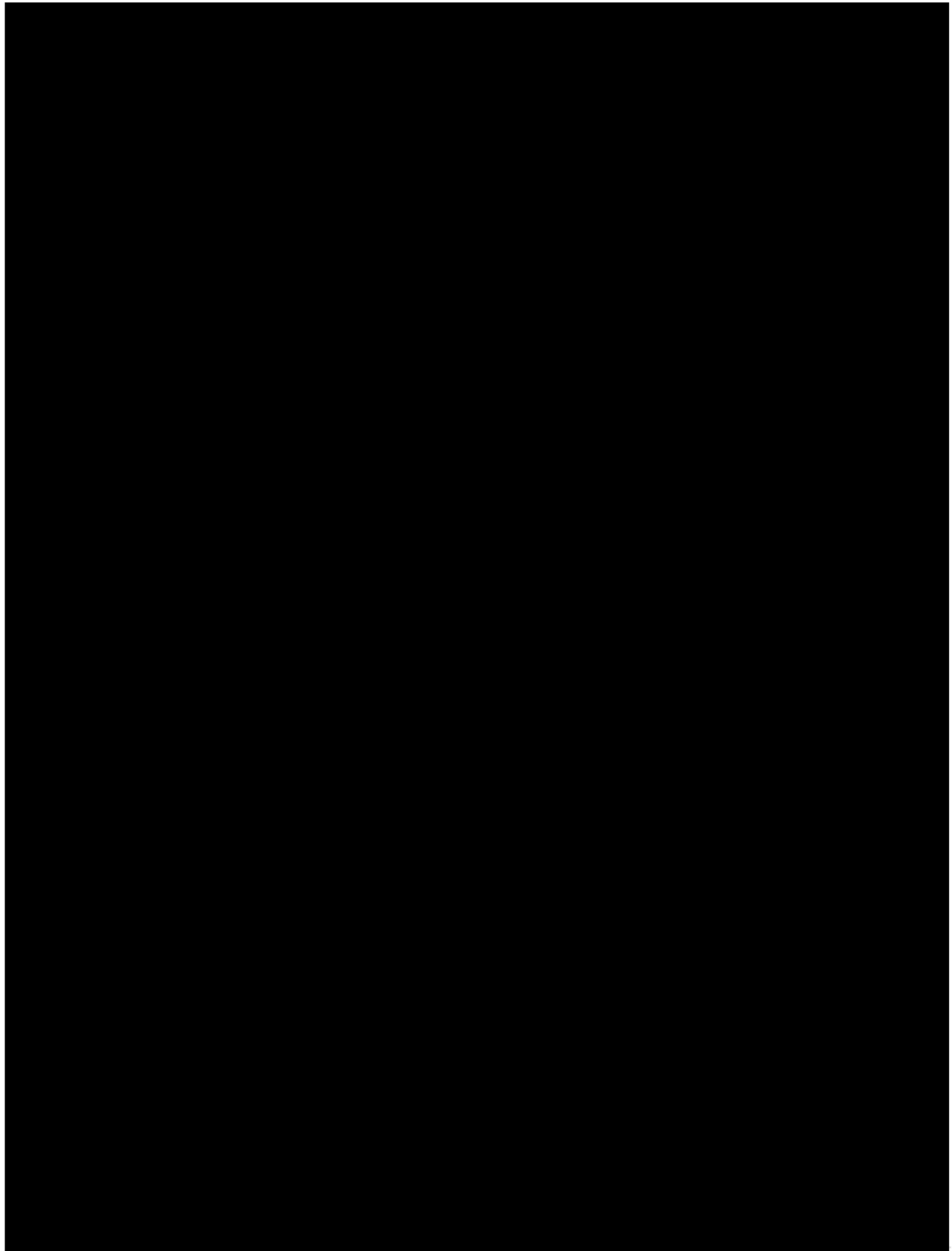
Q4.5 - Drive Increased Collaboration approach (7.5 %)

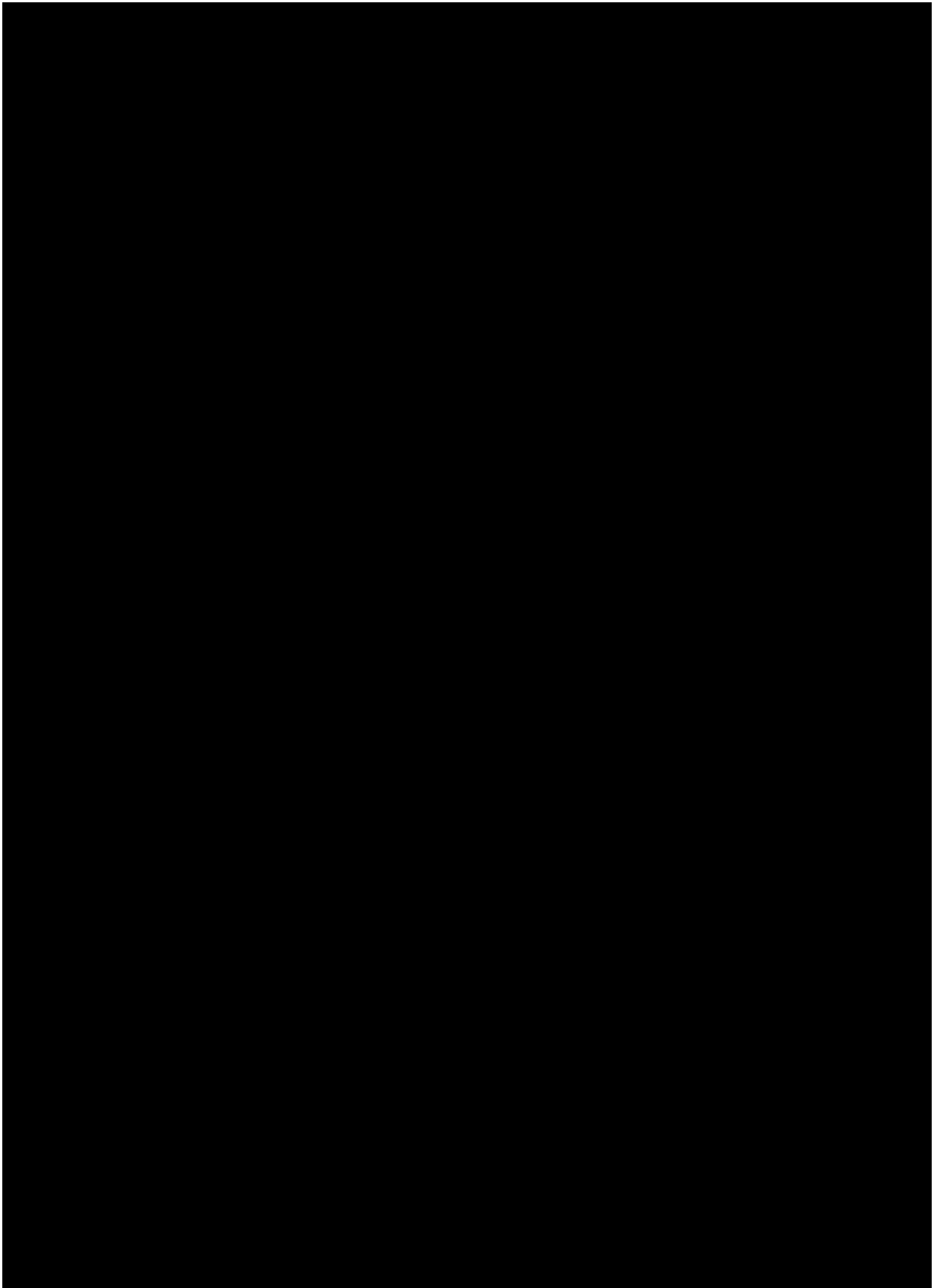
How will the Potential Provider ensure collaborative working across the Authority, in support of the Hub and Spoke approach

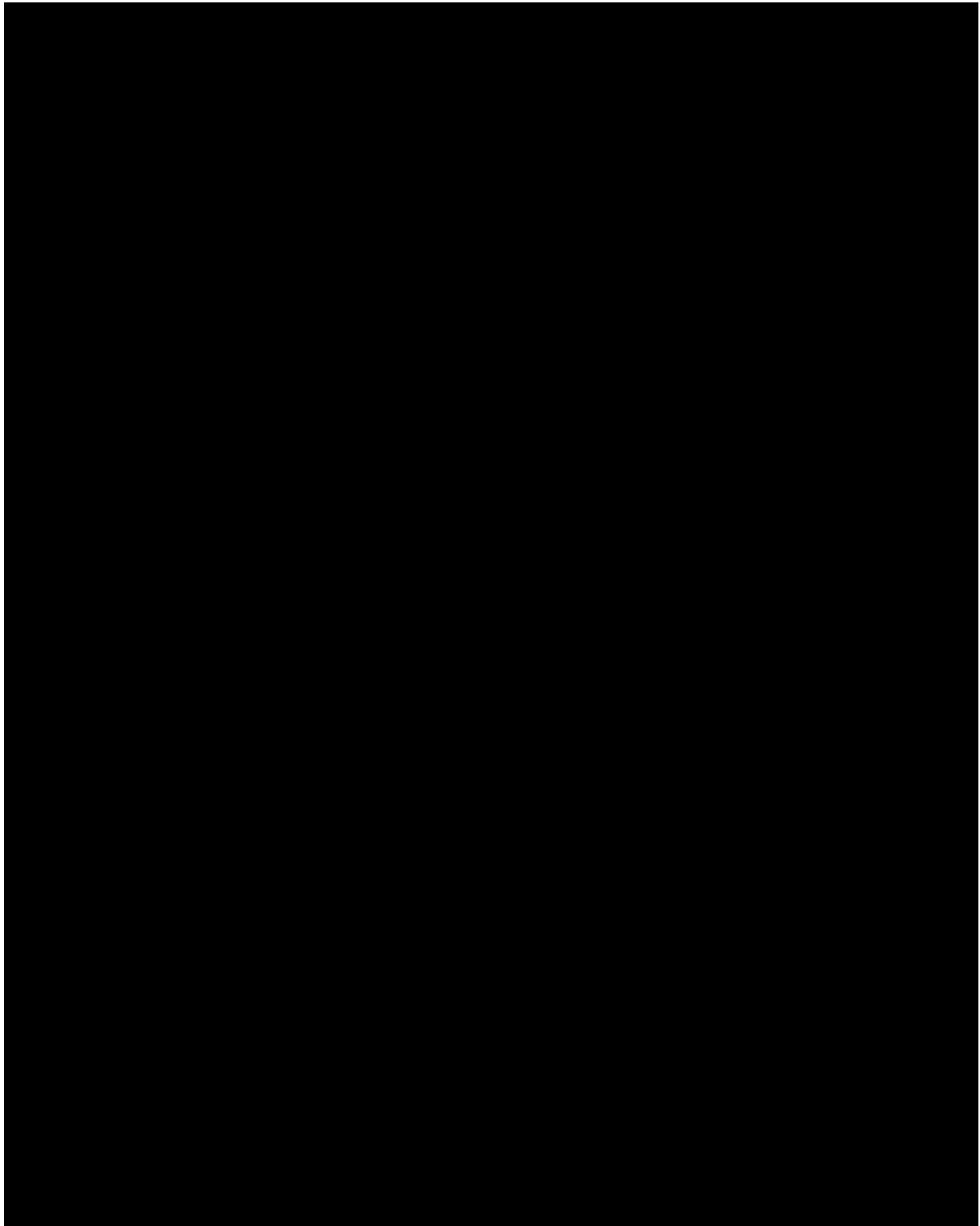
Specific Guidance:

Potential Providers should consider:

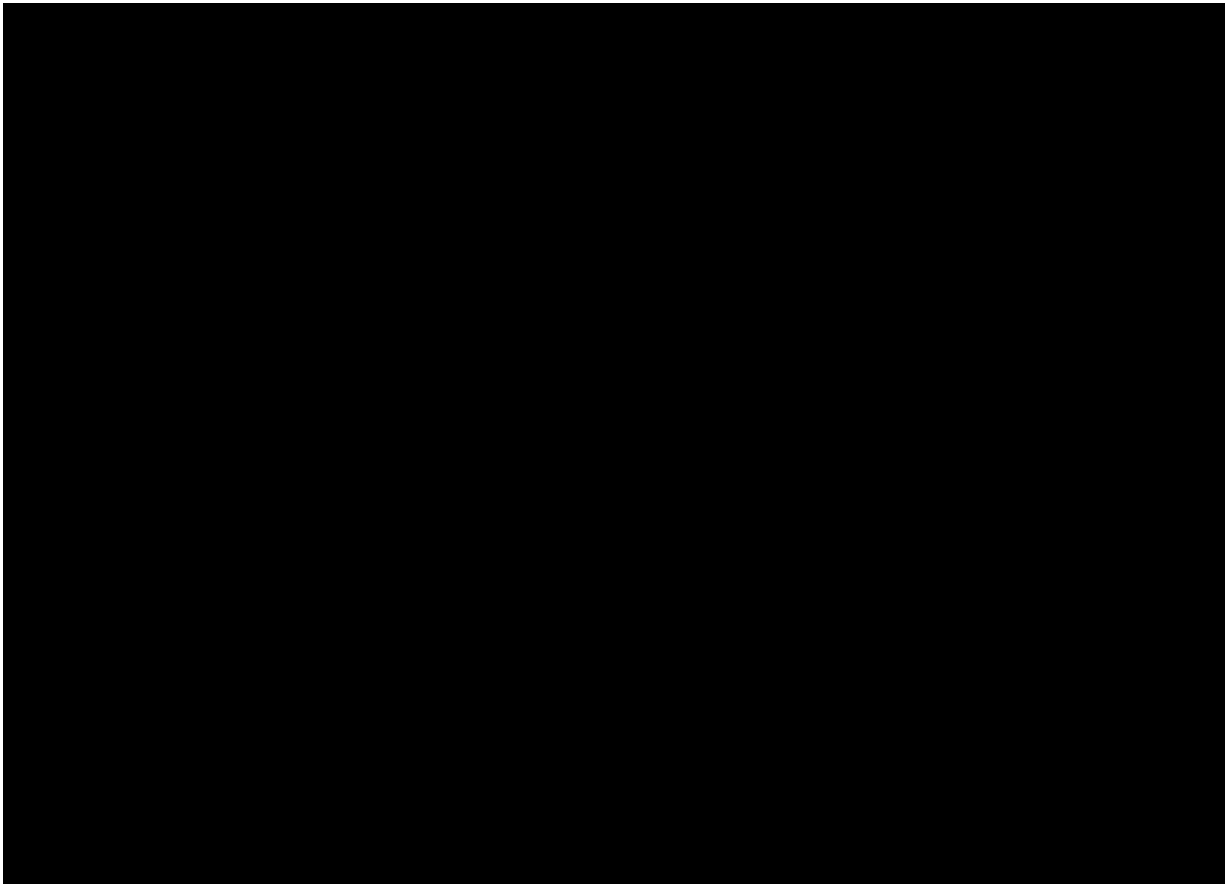
- How the Hub and spoke approach will support a collaborative working practice across the Authority, whilst also enabling individual portfolios to manage in ways relevant to their business needs.
- What communication strategies would be relevant to support 'community' working.
- How they would explain the advantages of cross collaboration and how a FinOps Hub would benefit multiple stakeholders – Senior Leadership Teams, Finance, Procurement, Engineering and Product Owners
- How FinOps Domains (as defined by FinOps Foundation) would be implemented by the Authority FinOps Hub team.







| Q5.1 – Equal Opportunity (MAC 6.1) |
|---|
| How will the Potential Provider demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce. |
| Specific Guidance: |
| <ul style="list-style-type: none"> • Refer to The Social Value Model (The Social Value Model) • Theme 4: Equal Opportunity <ul style="list-style-type: none"> ○ MAC 6.1: Tackling inequality in the contract workforce <ul style="list-style-type: none"> ▪ Understanding of the issues affecting inequality in employment, skills and pay in the market, industry or sector relevant to the contract, and in the Potential Provider's own organisation and those of its key sub-contractors. ▪ Measures to tackle inequality in employment, skills and pay in the contract workforce. |
| |



Attachment 4

Statement of Work 001

Statement of Work for: Maturity Assessment

Statement of Works

TN1. STATEMENT OF WORK ("SOW") DETAILS

Statement of Works SOW001

Call-Off Contract Ref: **Project3003**

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

The Parties will execute a SOW for each set of **Buyer Deliverables** required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contract.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

| | |
|--|----------------------------|
| SOW Reference: | SOW001 |
| SOW Title: | FinOps maturity assessment |
| SOW Version: | 1.0 |
| SOW Status: | open |
| Date of SOW: | |
| Call-Off Contract Reference: | |
| Variation Reference: | 1.0 |
| Buyer Cost Centre Number: | |
| SoW Maximum Charge | |
| Contingency: | |
| Pricing Model: | |
| Supplier: | |
| SOW Start Date: | |
| SOW End Date: | |
| Duration of SOW: | |
| PO Reference Number (if known): | |

2. BUYER ENDORSEMENTS

| Role | Name | Dated |
|---------------------------|------|-------------------------------|
| Business (Programme) | | Click or tap to enter a date. |
| Business (Op. Cont. Mgr) | | Click or tap to enter a date. |
| Commercial | | Click or tap to enter a date. |
| Finance | | Click or tap to enter a date. |
| Legal (if needed) | | Click or tap to enter a date. |
| IR35 Sign-Off (if needed) | | Click or tap to enter a date. |

3. SOW CONTRACT SPECIFICATION - PROGRAMME CONTEXT

Introduction

[Redacted text block containing multiple paragraphs of blacked-out content under the Introduction section.]

Services

Scope of the Contract

[Redacted text block containing two lines of blacked-out content under the Scope of the Contract section.]

3. SOW CONTRACT SPECIFICATION - PROGRAMME CONTEXT

SOW Background

**Delivery
phase(s)**

| | | | |
|------------------------------------|-------------------------------------|--|--------------------------------------|
| <input type="checkbox"/> Discovery | <input type="checkbox"/> Alpha | <input type="checkbox"/> Private Beta | <input type="checkbox"/> Public Beta |
| <input type="checkbox"/> Live | <input type="checkbox"/> Retirement | <input checked="" type="checkbox"/> Other – Transition and Mobilisation services | |

Overview of Requirement

| Category | Group | Percentage |
|--|-------|------------|
| U.S. should take action to protect the environment | Total | 88% |
| | Men | 85% |
| | Women | 91% |
| U.S. should not take action to protect the environment | Total | 12% |
| | Men | 15% |
| | Women | 9% |

| 4. WAYS OF WORKING, SUPPORT AND SERVICE LEVELS | | | |
|--|--|--------------------------|--------------------------|
| Ways of Working | | | |
| Location/s | | | |
| | | | |
| | | | |
| | Location | To | From |
| | 2 Marsham Street, London SW1P 4DF | <input type="checkbox"/> | <input type="checkbox"/> |
| | Lunar House, Croydon, CR9 2BY | <input type="checkbox"/> | <input type="checkbox"/> |
| | Soapworks, Colgate Ln, Salford M5 3LZ | <input type="checkbox"/> | <input type="checkbox"/> |
| | Alternate/Offsite working locations as applicable* | <input type="checkbox"/> | <input type="checkbox"/> |
| | This may include other Home Office locations | | |
| | Supplier's own premises | <input type="checkbox"/> | <input type="checkbox"/> |
| Remote (home) working | <input type="checkbox"/> | <input type="checkbox"/> | |
| Offshore roles may be permitted under this Statement of Work | | | <input type="checkbox"/> |

5. HIGH LEVEL INDICATIVE HMRC IR35 DETERMINATION

(Note that this is indicative. A full Buyer SDOPQ determination will still be needed)

| No | Statement | Mark |
|----|--|--------------------------|
| 1. | The Buyer is requesting named individuals for the role/s and/or will not accept substitutes for the key individual/s; and/or | <input type="checkbox"/> |
| 2. | The individual/s and or role/s will not be working to pre-agreed deliverable/increment milestones/service level agreements. e.g. they will be being directed as part of an integrated Buyer or Buyer appointed team (rainbow / blended); and/or | <input type="checkbox"/> |
| 3. | The Buyer requires flexibility to quickly redeploy the individual/s and/or role/s for purposes other than agreed outcomes as priorities change; and/or | <input type="checkbox"/> |
| 4. | The individual/s and/or role/s is/are being paid on a pure time and materials basis and are not carrying any financial risk to rectify/complete any agreed deliverables within the pre-agreed price; and/or | <input type="checkbox"/> |
| 5. | The individual/s and/or role/s will require to manage resources (governance, financial, systems, or people) within the Buyer's organisation or for organisations other than their own (e.g. an officer of the company); and/or | <input type="checkbox"/> |
| 6. | Other than mandatory training, the individual/s and/or role/s will require training by the Buyer in order to enable them to carry out their role/s. | <input type="checkbox"/> |

For the purposes of HMRC IR35, for the individual/s and/or role/s covered by this determination (*strike out A, B, or C as appropriate e.g. ~~struck out~~* leaving one box clear):

~~A. The individual/s and/or role/s is/are deemed to be inside the scope of HMRC IR35 based on the checked criteria identified above (inside if any have been checked). As such it is required that the individuals pay full PAYE/Ni for the work undertaken and therefore must not be working for a Personal Services Company (PSC) unless via an approved umbrella organisation. The individual/s must not be a material shareholder (over 5%) within the organisation being contracted with~~

B. None of the above criteria have been checked and the work consists of clearly defined deliverables which must be completed within the fixed / capped time and material budget agreed for the work ahead of execution and the individual/s and/or role/s, from the perspective of the Buyer, are therefore clearly fully outside the scope of HMRC IR35

~~C. None of the criteria has been checked, but there is a degree of uncertainty and therefore a full HMRC CEST determination certificate is attached for each individual.~~

- ~~1. The full HMRC CEST certificate states that the individual/s and/or role/s are **unambiguously outside the scope of HMRC IR35.**~~
- ~~2. The full HMRC CEST determination is indeterminate or inside IR35 and the individual/s and/or role/s is/are considered to be **within the scope of HMRC IR35.** Such individual/s are required to pay full PAYE/Ni contributions via appropriate employment / umbrella cover. Individuals shall not have a material share holding.~~

6. BUYER REQUIREMENTS – SOW DELIVERABLES

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

Call-Off Contract Ref: **Project3003**

Delivery Plan

| ID | Milestone Name | Description | Completion Trigger | Delivery Date | Milestone Charges |
|----|----------------|-------------|--------------------|---------------|-------------------|
| 1 | Milestone 1 | Task 1.1 | Trigger 1 | 2023-10-25 | \$1,000 |
| | | Task 1.2 | | | |
| | | Task 1.3 | | | |
| | | Task 1.4 | | | |
| | | Task 1.5 | | | |
| | | Task 1.6 | | | |
| | | Task 1.7 | | | |
| | | Task 1.8 | | | |
| 2 | Milestone 2 | Task 2.1 | Trigger 2 | 2023-11-05 | \$1,000 |
| | | Task 2.2 | | | |
| | | Task 2.3 | | | |
| | | Task 2.4 | | | |
| 3 | Milestone 3 | Task 3.1 | Trigger 3 | 2023-11-15 | \$1,000 |
| | | Task 3.2 | | | |
| | | Task 3.3 | | | |
| | | Task 3.4 | | | |
| | | Task 3.5 | | | |
| | | Task 3.6 | | | |
| 4 | Milestone 4 | Task 4.1 | Trigger 4 | 2023-11-25 | \$1,000 |
| | | Task 4.2 | | | |
| | | Task 4.3 | | | |
| | | Task 4.4 | | | |
| | | Task 4.5 | | | |
| 5 | Milestone 5 | Task 5.1 | Trigger 5 | 2023-12-05 | \$1,000 |
| | | Task 5.2 | | | |
| | | Task 5.3 | | | |
| | | Task 5.4 | | | |
| | | Task 5.5 | | | |
| 6 | Milestone 6 | Task 6.1 | Trigger 6 | 2023-12-15 | \$1,000 |
| | | Task 6.2 | | | |
| | | Task 6.3 | | | |
| | | Task 6.4 | | | |
| 7 | Milestone 7 | Task 7.1 | Trigger 7 | 2023-12-25 | \$1,000 |
| | | Task 7.2 | | | |
| | | Task 7.3 | | | |
| 8 | Milestone 8 | Task 8.1 | Trigger 8 | 2024-01-05 | \$1,000 |
| | | Task 8.2 | | | |
| | | Task 8.3 | | | |

Statement of Works SOW001Call-Off Contract Ref: **Project3003**

| ID | Milestone Name | Description | Completion Trigger | Delivery Date | Milestone Charges |
|----|------------------|----------------------------|--------------------|------------------|-------------------|
| ■ | ■ ■ ■ ■ | ■ ■ ■ ■ ■ ■ | ■ ■ ■ ■ | ■ ■ ■ ■ | ■ |

The outline milestones are included in the table below:

1. These milestones will be invoiced/paid upon their satisfactory completion. All invoices will reflect the completion of the milestone and sign off by the Buyer.

SOW Specific Transition and/or Implementation Plan Details

N/A

Risk

| Ref | Description | Likelihood | Severity |
|-----|-------------|------------|----------|
| ■ | ■ | ■ | ■ |
| ■ | ■ ■ | ■ | ■ |
| ■ | ■ | ■ | ■ |
| ■ | ■ | ■ | ■ |
| ■ | ■ | ■ | ■ |
| ■ | ■ | ■ | ■ |

Dependencies

| Ref | Description |
|-----|-------------|
| ■ | ■ |
| ■ | ■ |

Call-Off Contract Ref: **Project3003**

Page 55 of 144

| Responsibility Matrix | |
|--|---|
| Assurance Roles | |
| Activity (Responsible, Accountable, Consult, Inform) | Buyer Customer of individual service Supplier |
| To be defined as part of project kick off. | |
| Key Sub-Contractors | |
| Sub-Contractor | Role |
| <div></div> | <div></div> |
| | <div></div> |
| Who the Supplier will work with (report to) | |
| <div>Accountable Buyer Manager The primary individual within the Buyer to whom the Supplier shall ultimately report to is: Alternative Buyer Manager In the absence of the primary individual, the alternate Buyer reporting individual shall be:</div> | |

The chart displays the following categories and their approximate percentages:

| Category | Percentage |
|-------------|------------|
| Category 1 | ~35% |
| Category 2 | ~95% |
| Category 3 | ~75% |
| Category 4 | ~40% |
| Category 5 | ~25% |
| Category 6 | ~50% |
| Category 7 | ~98% |
| Category 8 | ~65% |
| Category 9 | ~92% |
| Category 10 | ~45% |
| Category 11 | ~98% |
| Category 12 | ~85% |
| Category 13 | ~20% |
| Category 14 | ~90% |
| Category 15 | ~60% |
| Category 16 | ~30% |
| Category 17 | ~95% |

| Key Role | Key Staff Name (email) |
|----------|------------------------|
|----------|------------------------|

Statement of Works SOW001

Call-Off Contract Ref: **Project3003**

| Key Roles and Key Staff (Supplier) | |
|------------------------------------|------------------------|
| Key Role | Key Staff Name (email) |
| Delivery Manager | |
| Account Manager | |

| Security Applicable to SOW | |
|--|-----|
| One or more parts of the scope of this Statement of Work may be required to be undertaken in Buyer approved secure locations | |
| With individually approved Waivers, the Supplier is permitted to perform limited work in connection with this SoW. | |
| SoW specific security requirements include: | N/A |

| | |
|---|-----|
| The Supplier will not make available or provide any Supplier Background IPRs or Third Party IPRs as part of the Deliverables unless otherwise agreed below: | |
| One or more Deliverables under this Statement of Work will contain Supplier Background and/or Third Party IPR and this shall be provided under the terms referenced below | |
| The specific IPR (and associated licence terms) are detailed in: | N/A |

Statement of Works SOW001Call-Off Contract Ref: **Project3003**

| | | |
|--|---------|--|
| Unless explicitly noted in this section this SoW shall be covered by the arrangements as detailed within the Contract. | | |
| This Statement of Work requires specific Data Processing arrangements | | |
| The specific data arrangements are held in the document entitled: | N/A | |
| Standards Applicable to SOW | | |
| | | |
| Standard | Version | Dated |
| In accordance with | | Click or tap to edit date. Click or tap to edit date. |
| Statement of Work Specific Contract Management Requirements | | |
| | | |

| |
|----------------------------|
| 8. RESOURCE PROFILE |
| Organisation |
| N/A |
| Resource Plan |
| N/A |
| Overtime |
| N/A |

| | | |
|--|-------------------------------------|---|
| 8. RESOURCE PROFILE | | |
| Time-sheeting | | |
| N/A | | |
| Resourcing | | |
| See Financial Model below | | |
| 9. CHARGES | | |
| Statement of Work Charges | | |
| The applicable charging method(s) for this SOW is (check one): | | |
| <input type="checkbox"/> Capped Time and Materials | <input type="checkbox"/> Firm Price | <input checked="" type="checkbox"/> Time and Material |
| Payment Schedule | | |
| The Supplier shall invoice the Buyer based upon the satisfactory completion of each milestone. | | |
| Financial Model | | |
| N/A | | |
| Reimbursable Expenses | | |
| N/A | | |



Statement of Works SOW001

Call-Off Contract Ref: Project3003

Buyer’s Right to Accelerate, Pause or Cancel Delivery (Partially or in Total)

N/A

10. VARIATIONS TO TERMS

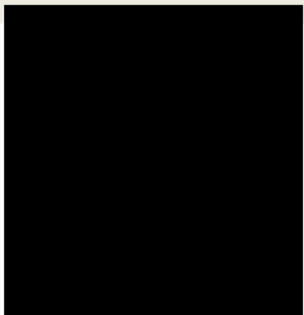
| Contract Schedule | Clause | Variation |
|-------------------|--------|-----------|
|-------------------|--------|-----------|

11. SIGNATURES AND APPROVALS

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into the Call-Off Contract and be legally binding the Parties:

For and on behalf of the Supplier:

Name
Title
Signature
Date



For and on behalf of the Buyer:

Name



Statement of Works SOW001

Call-Off Contract Ref: **Project3003**

| | |
|-----------|--|
| Title | |
| Signature | |
| Date | |

Signed by an authorised signatory for and on behalf of the Secretary of State for the Home Department (known as Home Office) (the '**Buyer**')



Attachment 5 – Schedule of Standards

1. The Supplier shall comply with the following Standards:
 - 1.1. the principles in the Security Policy Framework at <https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy at <https://www.gov.uk/government/publications/government-security-classifications> ;
 - 1.2. guidance issued by the Centre for Protection of National Infrastructure on Risk Management at <https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Protection of Sensitive Information and Assets at <https://www.cpni.gov.uk/protection-sensitive-information-and-assets> ;
 - 1.3. the National Cyber Security Centre's (NCSC) information risk management guidance, available at <https://www.ncsc.gov.uk/collection/risk-management-collection> ;
 - 1.4. government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint, available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice> ;
 - 1.5. the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance at <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles> ;
 - 1.6. ISO 27001 Information Security Management standard, and provide the Buyer with the relevant certification, if requested by the Buyer;
 - 1.7. ISO 27017 Information technology — Security techniques — Code of practice for information security controls based on ISO/IEC 27002 for cloud services, and provide the Buyer with the relevant certification, if requested by the Buyer;
 - 1.8. ISO 27018 Information technology — Security techniques — Code of practice for protection of personally identifiable information (PII) in public clouds acting as PII processors, and provide the Buyer with the relevant certification, if requested by the Buyer;
 - 1.9. BS EN ISO 9001 “Quality Management System” standard or equivalent;
 - 1.10. BS EN ISO 14001 Environmental Management System standard or equivalent; and
 - 1.11. any additional Standards set out or referred to in this Order Form.
2. If a Buyer has requested in this Order Form that the Supplier has a Cyber Essentials Plus certificate, the Supplier must provide the Buyer with a valid Cyber Essentials Plus certificate required for the Services before the Commencement Date.
(<https://www.ncsc.gov.uk/cyberessentials/overview>).



Attachment 6 – Schedule of Processing, Personal Data and Data Subjects

This Attachment 6 shall be completed by the Buyer, who may take account of the view of the Supplier, however the final decision as to the content of this Attachment shall be with the Buyer at its absolute discretion.

1. The contact details of the Buyer's Data Protection Officer are: lan.jarrett@homeoffice.gov.uk.
2. The contact details of the Supplier's Data Protection Officer is: Mark Williams, email: Mark.williams@mobilise.cloud, phone: 0345 054 2560 .
3. The Supplier shall comply with any further written instructions with respect to processing by the Buyer.
4. Any such further instructions shall be incorporated into this Attachment 6.

| Description | Details |
|--|--|
| Identity of the Controller and Processor: | <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor in accordance with Clause 15 (Protection of Personal Data) of the Professional Services Call-Off Terms.</p> <p>The Supplier shall return and delete or securely destroy all such Personal Data and information accessed and Processed by the expiration of the Contract.</p> |
| Subject matter of the processing: | <p><i>All data processed in the course to supporting the Buyer Data for this contract relates to the Buyer's spend in relation to public cloud, specifically AWS and Azure with the purpose of optimising the Buyer's spend in these cloud compute environments. No personal data is involved. Any data analysis will be carried out on the Buyer's IT system (i.e. POISE) and not on the Supplier's systems.</i></p> |
| Duration of the processing: | <p>The Call-Off Contract period as stated in Part A - Order Form</p> |
| Nature and purposes of the processing: | <p>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.</p> <p>The purpose includes the specified Services as stated in Call-Off Contract, including the main outcomes, responsibilities and key deliverables: employment Processing, statutory obligation, recruitment assessment etc.</p> |

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| | |
|---|---|
| Type of Personal Data being Processed: | Examples of Personal Data include Personal Data within the Buyer's Poise network environment and other applications, including 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. |
| Categories of Data Subject: | Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular, website etc. |
| 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) | The Supplier shall return and delete or securely destroy all such Personal Data and information accessed and Processed by the expiration of the Contract. |

Attachment 7 – Alternative Clauses

N/A

Exhibit 2 to Attachment 7

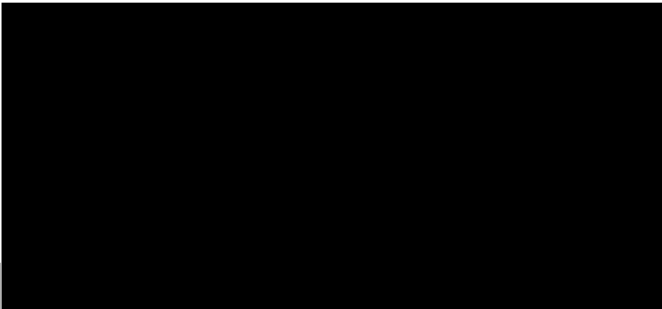
CONFIDENTIALITY DECLARATION

CONTRACT REFERENCE: Project_3003 (('the Agreement'))

DECLARATION:

I solemnly declare that:

1. I am aware that the duty of confidentiality imposed by section 18 of the Commissioners for Revenue and Customs Act 2005 applies to Government Data (as defined in the Agreement) that has been or will be provided to me in accordance with the Agreement.
2. I understand and acknowledge that under Section 19 of the Commissioners for Revenue and Customs Act 2005 it may be a criminal offence to disclose any Government Data provided to me.

| | |
|---------------------------|---|
| SIGNED: |  |
| FULL NAME: | |
| POSITION: | |
| COMPANY: | |
| DATE OF SIGNATURE: | |



Attachment 8 – List of Transparency Reports

| Title | Content | Format | Frequency |
|---------------------------|--|--------|-----------|
| Performance | Performance against the agreed Deliverables and any applicable Milestones, Service Levels and Key Performance Indicators | | |
| Call-Off Contract Charges | Cost and Invoicing status | | |
| Key Subcontractors | Conformance against the provisions of Clause 19 (Appointment of Key Sub-Contractors) | | |
| Technical | List of technical tasks carried out. | | |
| Performance management | Review performance report as above | | |

Annex 1

Professional Services Call-Off Terms

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1. DEFINITIONS

- 1.1 In this Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in these Call-Off Terms and in particular Schedule 1 (Definitions).
- 1.2 If no meaning is given to a capitalised expression in this Contract, it shall, in the first instance, be interpreted in accordance with the Order Form and related documents and otherwise in accordance with common interpretation within the relevant services sector/industry where appropriate.

2. INTERPRETATION

- 2.1 In this Contract, unless the context otherwise requires:
 - 2.1.1 the singular includes the plural and vice versa;
 - 2.1.2 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 2.1.3 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 2.1.4 the words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";
 - 2.1.5 references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form and expressions referring to writing shall be construed accordingly;
 - 2.1.6 references to "Clauses" and "Schedules" are, unless otherwise provided, references to the clauses and schedules of this Contract and references in any Schedule to paragraphs, parts, annexes and tables are, unless otherwise provided, references to the paragraphs, parts, annexes and tables of the Schedule or the part of the Schedule in which the references appear;
 - 2.1.7 the headings in this Contract are for ease of reference only and shall not affect the interpretation or construction of this Contract; and
 - 2.1.8 any reference 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 Buyer or other such EU body shall be read on and after Exit Day as a reference to the UK institution, Buyer or body to which its functions were transferred.
- 2.2 In the event and to the extent only of a conflict between the Order Form, these Call-Off Terms and the provisions of the Framework, the conflict shall be resolved in accordance with the following descending order of precedence:
 - 2.2.1 subject always to Clauses 2.4 and 4.2.2 of the Call-Off Terms, the Special Terms (if any);



- 2.2.2 the Order Form (except Special Terms (as defined in the Call-Off Terms));
- 2.2.3 the Call-Off Terms;
- 2.2.4 the applicable provisions of the Framework Agreement, except (and subject always to Clause 2.4 and 4.2.2 of the Call-Off Terms) Schedule 13 (Tender) of the Framework Agreement; and
- 2.2.5 Schedule 13 (Tender) of the Framework Agreement.
- 2.3 Where Framework Schedule 13 (Tender) contains provisions which are more favourable to the Buyer in relation to this Contract such provisions of the Tender (as applicable) shall prevail. The Buyer shall in its absolute and sole discretion determine whether any provision in the Tender and/or this Contract is more favourable to it in this context.
- 2.4 Special Terms shall only apply to this Contract if they:
 - 2.4.1 are set out in full in the section of the Order Form entitled "Special Terms"; and
 - 2.4.2 augment and supplement this Contract and in particular do not amend these Call-Off Terms to any material extent.

3. **WARRANTIES AND REPRESENTATIONS AND STANDARDS**

- 3.1 The Supplier warrants and represents that:
 - 3.1.1 it has full capacity and Buyer to enter into and to perform this Contract and this Contract is executed by its authorised representative;
 - 3.1.2 it is a legally valid and existing organisation incorporated in the place it was formed;
 - 3.1.3 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might reasonably be anticipated to affect its ability to perform this Contract;
 - 3.1.4 it maintains all necessary rights, authorisations, licences and consents to perform its obligations under this Contract;
 - 3.1.5 it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform this Contract;
 - 3.1.6 it is not impacted by an Insolvency Event; and
 - 3.1.7 all statements made and documents submitted by the Supplier as part of the procurement of the Services and Deliverables under this Contract are true and accurate.
- 3.2 The Supplier shall at all times during the Contract Period comply with the Standards and maintain, where applicable, accreditation with the relevant Standards' authorisation body.

4. **CONTRACT PERIOD**

- 4.1 This Contract shall take effect on the Commencement Date specified in the Order Form and shall unless terminated earlier under the terms of this Contract, shall expire upon the first to occur of the following:
 - 4.2 at the end of the Initial Term (as specified in the Order Form);
 - 4.2.1 if the Buyer elects to extend the Initial Term by giving the Supplier at least thirty (30) days' notice before the end of the Initial Term, at the end of the notified Extension Period; or



- 4.2.2 in any event, at the end of the Maximum Contract Period.
- 4.3 The automatic renewal of the Initial Term, Extension Period and/or any other period:
 - 4.3.1 will only be effective where expressly specified as a Special Term in the Order Form; and
 - 4.3.2 notwithstanding anything to the contrary in the Order Form, will not in any circumstances apply beyond the Maximum Contract Period.

5. **PROVISION AND RECEIPT OF THE SERVICES AND DELIVERABLES**

GENERAL

- 5.1 The Supplier shall ensure the Services and Deliverables comply with the Services Specification set out or referred to in the Order Form and/or in accordance with the Statement of Work.
- 5.2 The Supplier shall perform the Services and provide the Deliverables:
 - 5.2.1 in accordance with all applicable Laws;
 - 5.2.2 using Good Industry Practice; and
 - 5.2.3 in accordance with any milestones, dates and/or timescales specified in the Order Form and/or any Statement of Work for such performance or provision or, in the absence of such dates or timescales, in a prompt and timely manner.
- 5.3 In its performance of its obligations under this Contract (including provision of the Services and Deliverables) the Supplier shall at all times comply with this Contract including the Schedules and the applicable provisions of the Framework Agreement..
- 5.4 The Supplier shall take reasonable steps to ensure that the in the performance of its obligations under this Contract (including provision of the Services and Deliverables) it does not disrupt the Buyer's operations, employees or other contractor engaged by the Buyer.
- 5.5 The Supplier shall be responsible, at its own cost, for the provision of all the Supplier Equipment and any other items necessary for the provision of the Services and Deliverables.
- 5.6 The Supplier shall provide the Services at the Sites.
- 5.7 In its receipt of the Services and use of the Deliverables the Buyer shall at all times comply with the provisions of this Contract.
- 5.8 In their dealings under this Contract the Parties shall at all times behave and act reasonably and in good faith towards each other.
- 5.9 In providing the Services and the Deliverables, the Supplier shall operate as, and have the status of, an independent contractor and shall not operate or have the status of agent, employee or representative of the Buyer.
- 5.10 All Deliverables provided by the Supplier under this Contract shall be deemed to be completed once written notification has been received by the Supplier from the Buyer confirming that such Deliverables are accepted.
- 5.11 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Services with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Services and their supply to the Buyer.



- 5.12 The Supplier must adopt a policy of continuous improvement in relation to the Services, which must include regular reviews with the Buyer of the Services 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 Services. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.

STATEMENTS OF WORK

- 5.13 Where the Order Form indicates that this Contract shall be subject to a Statement of Work procedure the following provisions shall apply to enable individual Statements of Work or SOWs for Services to be entered into by the Parties:
- 5.13.1 From time to time during the Contract Period, the Buyer may notify the Supplier of its requirements for Project Services and/or Deliverables. The Parties shall in good faith negotiate the terms of a SOW providing for the provision of the Services and/or Deliverables required by the Buyer. Any SOW agreed by the Parties shall be substantially in the form of the Template SOW attached to the Order Form.
 - 5.13.2 Each SOW shall, on signature by both Parties, form part of this Contract and shall not form a separate contract to it. Each SOW shall include (as applicable) its effective commencement date ("SOW Commencement Date").
 - 5.13.3 The Parties will agree to the Supplementary Provisions listed in attachment 5 which apply to a particular SOW. For the avoidance of any doubt, Supplementary Provisions (if any) shall only apply to the relevant SOW and shall not amend or affect any other part of this Contract including any other SOW. For the avoidance of doubt any Change (which includes any Change to a SOW) must be agreed through the Change Control Procedure.
 - 5.13.4 This Contract does not commit the Buyer to purchase any Services and/or Deliverables and does not commit the Supplier to provide any Services and/or Deliverables. The Buyer only becomes committed to purchasing, and the Supplier only becomes committed to providing, any Project Services and/or Deliverables upon signature by both Parties of a SOW in respect of such Services and/or Deliverables.

6. SUPPLIER PERSONNEL **Supplier Personnel**

- 6.1 The Supplier shall ensure that all Supplier Personnel involved in the performance of this Contract:
- 6.1.1 are adequately trained and suitably qualified and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
 - 6.1.2 are vetted in accordance with Good Industry Practice and, where applicable, the Security Policy and Standards; and
 - 6.1.3 comply with any instructions issued and deemed to be reasonable by the Buyer from time to time.
- 6.2 The Supplier shall:
- 6.2.1 provide a list of the names of all Supplier Personnel requiring admission to the Buyer's Premises, specifying why they require admission and giving such other particulars as the Buyer may reasonably require;



- 6.2.2 where requested by the Buyer, replace any Supplier Personnel whose acts or omissions have caused the Supplier to breach Clause 24;
 - 6.2.3 procure that the Supplier Personnel shall vacate the Buyer Premises immediately on completion of the Services or termination or expiry of this Contract (whichever is the earlier);
 - 6.2.4 be liable at all time for all acts or omissions of the Supplier Personnel, so that any act or omission of any Supplier Personnel which results in a Default under this Contract shall be a Default by the Supplier; and
 - 6.2.5 indemnify the Buyer against all claims brought by any person employed by them arising from any act or omission of the Supplier and/or any Supplier Personnel.
- 6.3 If the Buyer reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of this Contract, it may, by giving written notice to the Supplier:
- 6.3.1 refuse admission to the relevant person(s) to the Buyer's Premises; and/or
 - 6.3.2 require that the Supplier replace as soon as reasonably practicable any such relevant person(s) with a suitably qualified alternative and procure that any security pass issued by the Buyer to the relevant person(s) replaced is surrendered, and the Supplier shall comply with any such notice.

Key Supplier Personnel

- 6.4 The Supplier shall ensure that the Key Supplier Personnel fulfil the Key Roles at all times during the Contract Period.
- 6.5 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 for the purposes of this Contract be included on the list of Key Supplier Personnel.
- 6.6 The Supplier shall not and shall procure that any Sub-Contractor shall not remove or replace any Key Supplier Personnel unless:
- 6.6.1 requested to do so by the Buyer or the Supplier obtains the Buyer's prior written consent to such removal or replacement (such consent not to be unreasonably withheld or delayed);
 - 6.6.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 6.6.3 the person's employment or contractual arrangement with the Supplier or Sub-Contractor is terminated for material breach of contract by the employee.
- 6.7 The Supplier shall:
- 6.7.1 notify the Buyer promptly of the absence of any Key Supplier Personnel (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 6.7.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 6.7.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Supplier Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Supplier Personnel's employment contract, this will mean at least three (3) Months' notice;
 - 6.7.4 ensure that all arrangements for planned changes in Key Supplier Personnel 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 Services and Deliverables; and



- 6.7.5 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 Supplier Personnel whom he or she has replaced.
- 6.8 The Buyer may require the Supplier to remove or procure that any Sub-Contractor shall remove any Key Supplier Personnel that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Supplier Personnel.

7. CHARGES, PAYMENT AND INVOICING

- 7.1 In consideration of the Supplier carrying out its obligations under this Contract, including the provision of the Services and Deliverables, the Buyer shall pay the undisputed Charges.
- 7.2 The Charges for Services and Deliverables payable by the Buyer during the Contract Period shall be calculated using the relevant pricing information (including applicable currency), charging model, payment profile, invoicing frequency, invoicing procedure and payment method set out or referred to in the Order Form and Framework Schedule 3 (Framework Prices and Charging Structure) as these apply to the relevant Services and Deliverables. Where Charges are expressed in the Order Form to be payable based on milestones, the Supplier shall only be entitled to invoice the Buyer upon receipt of the Buyer's written confirmation that the relevant milestone has been achieved.
- 7.3 The Supplier warrants that it will calculate Charges due under this Contract accurately in compliance with the applicable rates and other details in Schedule 3 (Framework Prices and Charging Structure) of the Framework Agreement and this Contract, including the Charges section of the Order Form which may detail a time and materials, fixed or capped pricing model. Where the Buyer is eligible to benefit from any preferential pricing as agreed between the Supplier and the Government the Supplier shall apply this as a discount on the Framework Prices to calculate the Charges due under this Contract.
- 7.4 The Supplier shall invoice the Charges to the Buyer in accordance with this Clause 7 and the Order Form and the Buyer shall pay all sums properly due and payable to the Supplier within thirty (30) days of receipt of a valid invoice using the payment method specified in the Order Form. The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.
- 7.5 Where applicable, the Supplier will ensure that:
 - 7.5.1 invoiced amounts are calculated in accordance with the currency conversion mechanism selected by the Buyer in the Order Form based on one of the available options (if any) as set out in Schedule 3 (Framework Prices and Charging Structure) of the Framework Agreement or such other exchange rate conversion mechanism as agreed in writing by the Parties; and
 - 7.5.2 each invoice clearly sets out how such currency conversion provisions have been used to calculate the invoiced amounts including the actual exchange rate(s) applied.
- 7.6 Where the Supplier enters into a Sub-Contract wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract the Supplier shall pay any undisputed sums which are due from the Supplier to the relevant Sub-Contractor, under that Sub-Contract within thirty (30) days from the receipt of a valid invoice. If the Supplier fails to comply with this Clause 7.6, the Buyer may publish the details of the late payment or non-payment.



- 7.7 Unless otherwise agreed in the Order Form, the Charges include all costs and expenses relating to the Services and Deliverables and no further amounts shall be payable by the Buyer to the Supplier in respect of such Services and Deliverables.
- 7.8 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate (with visibility of the amount as a separate line item) as applicable and paid by the Buyer following delivery of a valid invoice.
- 7.9 The Buyer may retain or set off any amount owed to it by the Supplier (including any Buyer's Existing Entitlement) against any amount due to the Supplier under this Contract or under any other agreement between the Supplier and the Buyer.
- 7.10 If the Buyer wishes to exercise its right pursuant to Clause 7.9 it shall give notice to the Supplier, setting out the Buyer's reasons for retaining or setting off the relevant Charges.
- 7.10.1 If there's an invoice dispute, the Buyer must pay any undisputed amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The provision of the Services and/or Deliverables by the Supplier or any Supplier Personnel.
- 7.11 In the event that any one of the Supplier Personnel is a Worker who receives consideration relating to the Services and/or Deliverables, then, in addition to its obligations under Clause 8.1 the Supplier shall ensure that its contract with the Worker contains the following requirements:
- 7.11.1 that the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates how the Worker complies with the requirements of Clause 8.1, or why those requirements do not apply to it. In such case, the Buyer may specify the information which the Worker must provide and the period within which that information must be provided;
- 7.11.2 that the Worker's contract may be terminated at the Buyer's request if:
- (a) the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer; or
- (b) the Worker provides information which the Buyer considers is inadequate to demonstrate how the Worker complies with Clause 8.1 or confirms that the Worker is not complying with those requirements;
- 7.11.3 that the Buyer may supply any information it receives from the Worker to HMRC for the purpose of the collection and management of revenue for which they are responsible.
- 7.12 Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.

8. INCOME TAX AND NATIONAL INSURANCE CONTRIBUTIONS

- 8.1 Where the Supplier or any Supplier Personnel are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under this Contract, the Supplier must both:
- 8.1.1 comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and



- 8.1.2 indemnify the Buyer against any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Personnel.

9. LIABILITIES

- 9.1 Each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) shall not exceed the greater of five million pounds (£5,000,000) (or such greater sum (if any) as may be specified in the Order Form) or one hundred and fifty per cent (150%) of the Charges paid and/or due to be paid in that Contract Year.
- 9.2 Neither Party is liable to the other for:
- 9.2.1 any indirect Losses; or
 - 9.2.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 9.3 Notwithstanding Clauses 9.1 and 9.2, neither Party limits or excludes:
- 9.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors;
 - 9.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; or
 - 9.3.3 any liability that cannot be excluded or limited by Law.
- 9.4 Notwithstanding Clause 9.1 but subject to Clause 9.2, the Supplier's liability:
- 9.4.1 pursuant to the indemnity in Clause 10.7 shall be unlimited; and
 - 9.4.2 in respect of Losses arising from a breach of the Data Protection Legislation that is caused by the Supplier's Default occurring in each and any Contract Year, shall in no event exceed in aggregate ten million pounds (£10,000,000) or such greater sum (if any) (which shall in no event be unlimited) (the "Data Protection Liability Cap") as may be specified in the Order Form.
- 9.5 Each Party must use all reasonable endeavours to mitigate any Losses which it suffers under or in connection with this Contract, including any indemnities.
- 9.6 When calculating the Supplier's liability under Clause 9.1 any items specified in Clause 9.4 will not be taken into consideration.

Notice and conduct of Claims:

- 9.7 If a Beneficiary is notified of a Claim then it must notify the Provider as soon as reasonably practical and no later than 10 Working Days.
- 9.8 At the Provider's cost and expense the Beneficiary must both:
- 9.8.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
 - 9.8.2 give the Provider reasonable assistance with the Claim if requested.
- 9.9 The Beneficiary must not make admissions about the Claim without the prior written consent of the Provider which cannot be unreasonably withheld or delayed.
- 9.10 The Provider must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.
- 9.11 The Provider must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.



- 9.12 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 9.13 If the Provider pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Provider the lesser of either:

9.13.1 the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or

9.13.2 the amount the Provider paid the Beneficiary for the Claim.

10. Intellectual Property Rights

- 10.1 Neither Party shall acquire any right, title or interest in or to the Existing IPR of the other Party or its licensors. Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 10.2 The Supplier grants to the Buyer a royalty-free, non-exclusive, perpetual, irrevocable, transferable licence to use and sub-licence the Supplier's Existing IPR for any purpose relating to the Services and/or receipt and use of the Deliverables or for any purpose relating to the exercise of the Buyer's business or function.
- 10.3 Any Buyer IPR shall vest in the Buyer. The Supplier assigns to the Buyer with full guarantee (or shall procure from the first owner the assignment to the Buyer), title to and all rights and interest in the Buyer IPR. The assignment under this Clause 10.3 shall take effect as a present assignment of future rights that will take effect immediately on the coming into existence of the relevant Buyer IPR and the Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Buyer IPR are properly transferred to the Buyer.
- 10.4 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer's Existing IPR and Buyer IPR solely to the extent necessary for providing the Services in accordance with this Contract, including (but not limited to) the right to grant sub-licences to Sub-Contractors provided that:
- 10.4.1 any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on substantially the same terms as set out in Clause 19 (Confidentiality); and
- 10.4.2 the Supplier shall not and shall procure that any relevant Sub-Contractor shall not, without the Buyer's written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Buyer.
- 10.5 The Supplier waives (and shall procure that each of the Supplier Personnel shall waive) any moral rights which it is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, to the extent such rights arise.
- 10.6 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.
- 10.7 The Supplier shall, during and after the Contract Period, on written demand, indemnify the Buyer against all Losses incurred by, awarded against or agreed to be paid by the Buyer (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim.
- 10.8 If an IPR Claim is made, or the Supplier anticipates that an IPR Claim might be made, the Supplier must, at its own expense and the Buyer's sole option, either:



- 10.8.1 obtain for the Buyer the right to continue using the relevant item which is subject to the IPR Claim; or
- 10.8.2 replace or modify the relevant item which is subject to the IPR Claim with non-infringing substitutes without adversely affecting the functionality or performance of such item.

11. **publicity and branding**

- 11.1 The Supplier shall not, and shall take all reasonable steps to ensure the Supplier Personnel do not, make any press announcements or publicise this Contract or any part of it in any way nor use the Buyer's name or brand in any promotion or marketing or announcement of orders, without the Buyer's prior written approval (the decision of the Buyer to approve or not shall not be unreasonably withheld or delayed).
- 11.2 Each Party acknowledges to the other that nothing in this Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party (including the Services and Deliverables) and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

12. **SECURITY REQUIREMENTS**

- 12.1 The Supplier shall, and shall procure that all Supplier Personnel shall, comply with the Buyer's Security Policy, or in the absence of such policy, the Buyer's reasonable security requirements notified to the Supplier from time to time.
- 12.2 Without prejudice to Clause 12.1, where the Supplier (and any Supplier Personnel) have access to the Buyer System then the Supplier shall, and shall procure that all Supplier Personnel shall, comply with the Buyer's enhanced security requirements (which may include compliance with the Buyer's ICT policy) set out in the Order Form (if any).
- 12.3 Where a Buyer has notified the Supplier that the award of this Contract by the Buyer shall be conditional upon the Supplier having an accredited security facility and a number of UK national security cleared personnel, the Supplier shall have:
 - 12.3.1 (or be willing obtain within such period as agreed between the Parties) an accredited secure facility environment in accordance with HMG Security Policy Framework May 2018 and/or any future variations to the policy, (commonly referred to as List X). Further information on List X accreditation can be found at: <https://www.gov.uk/government/publications/security-policy-framework>; and
 - 12.3.2 a number of UK national security cleared personnel prior to the Commencement Date.
- 12.4 If the Supplier fails to comply with Clause 12.3 above, then without prejudice to the Buyer's other rights and remedies (if any), the Buyer shall be entitled to terminate this Contract for material Default in accordance with Clause 16.2.
- 12.5 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.
- 12.6 If Malicious Software causes loss of operational efficiency or loss or corruption of Buyer Content, the Supplier will assist and support the Buyer to mitigate any Losses and restore the Services to operating efficiency as soon as possible.
- 12.7 Responsibility for costs will be at the:



- 12.7.1 Supplier's expense if the Malicious Software originates from the Supplier's technology infrastructure or the Buyer Content where and to the extent that the Buyer Content was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided; or
- 12.7.2 Buyer's expense if the Malicious Software originates from the Buyer's technology infrastructure or the Buyer Content, while the Buyer Content was under the Buyer's control.

13. RECORDS AND AUDIT

- 13.1 The Supplier will maintain full and accurate records, documents and accounts, using Good Industry Practice and generally accepted accounting principles, of the:
 - 13.1.1 operation of this Contract and the Services and/or Deliverables provided under it (including any Sub-Contracts); and
 - 13.1.2 amounts paid by the Buyer under this Contract.
- 13.2 The Supplier's records and accounts will be kept until the latest of the following dates:
 - 13.2.1 7 years after the date of termination or expiry of this Contract; or
 - 13.2.2 another date agreed between the Parties.
- 13.3 During the timeframes highlighted in Clause 13.2, the Supplier will maintain:
 - 13.3.1 commercial records of the Charges and costs (including Sub-Contractors' costs) and any variations to them, including proposed variations;
 - 13.3.2 books of account for this Contract;
 - 13.3.3 access to its published accounts and trading entity information;
 - 13.3.4 proof of its compliance with its obligations under the Data Protection Legislation and the transparency and data protection provisions under this Contract; and
 - 13.3.5 records of its delivery performance under this Contract, including that of its Sub-Contractors.
- 13.4 The Supplier will allow representatives of the Buyer, the Comptroller and Auditor General and their staff, any appointed representatives of the National Audit Office, HM Treasury, the Cabinet Office and any successors or assigns of any of the above, access to the records, documents, account information referred to in Clause 13.3 (including access to online records (including any Security Assessment Documents) via the Supplier Portal) and Supplier premises as may be required by them and subject to reasonable and appropriate confidentiality undertakings, to:
 - 13.4.1 verify that the Supplier is complying with the terms of this Contract, including the accuracy of the Charges (and proposed or actual variations to them under this Contract);
 - 13.4.2 inspect the integrity, confidentiality and security of Personal Data;
 - 13.4.3 review and verify any books of accounts kept by the Supplier in connection with the provision of the Services and Deliverables only for the purposes of auditing the Charges under this Contract;
 - 13.4.4 review and verify any other aspect of the delivery of the Services and provision of the Deliverables including to review compliance with any Law; and



- 13.4.5 review any records about the Supplier's performance of the Services and to verify that these reflect the Supplier's own internal reports and records.
- 13.5 Subject to any confidentiality obligations, the Supplier will provide all audit information within scope and give auditors access to Supplier Personnel and in each case without undue delay.
- 13.6 The Buyer will use reasonable endeavours to ensure that any audit does not unreasonably disrupt the Supplier, but the Supplier accepts that control over the conduct of audits carried out by the auditors is outside of the Buyer's control.
- 13.7 Each Party is responsible for its own costs incurred in respect of its compliance with the audit obligations in this Clause 13, save that the Supplier will reimburse the Buyer its reasonable audit costs if the audit reveals a material Default.

14. **INSURANCE**

- 14.1 Without limitation to the generality of Clause 14.2, the Supplier shall effect and maintain insurances in relation to the performance of this Contract in accordance with Framework Schedule 11 (Insurance Requirements) of the Framework Agreement.
- 14.2 Notwithstanding the benefit to the Buyer of the policy or policies of insurance referred to in Framework Schedule 11 (Insurance Requirements), the Supplier shall effect and maintain any such further policy or policies of insurance or extensions to such existing policy or policies of insurance procured by under the Framework in respect of all risks which may be incurred by the Supplier arising out of its performance of its obligations under this Contract.

15. **PROTECTION OF PERSONAL DATA**

- 15.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor unless otherwise specified in the Schedule of Processing, Personal Data and Data Subjects. The only processing that the Supplier is authorised to do is listed in the Schedule of Processing, Personal Data and Data Subjects by the Buyer and may not be determined by the Supplier. The term "processing" and any associated terms are to be read in accordance with Article 4 of the UK GDPR.
- 15.2 The Supplier shall notify the Buyer immediately if it considers that any of the Buyer's instructions infringe the Data Protection Legislation.
- 15.3 The Supplier shall provide all reasonable assistance to the Buyer in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Buyer, include:
 - 15.3.1 a systematic description of the envisaged processing operations and the purpose of the Processing;
 - 15.3.2 an assessment of the necessity and proportionality of the Processing operations in relation to the Services;
 - 15.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 15.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 15.4 The Supplier shall, in relation to any Personal Data Processed in connection with its obligations under this Contract:
 - 15.4.1 Process that Personal Data only in accordance with the Schedule of Processing, Personal Data and Data Subjects, unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Buyer before Processing the Personal Data unless prohibited by Law;



- 15.4.2 ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Buyer may reasonably reject. In the event of the Buyer reasonably rejecting Protective Measures put in place by the Supplier, the Supplier must propose alternative Protective Measures to the satisfaction of the Buyer. Failure to reject shall not amount to approval by the Buyer of the adequacy of the Protective Measures. Protective Measures must take account of the:



- (a) nature of the data to be protected;
 - (b) harm that might result from a Data Loss Event;
 - (c) state of technological development; and
 - (d) cost of implementing any measures;
- 15.4.3 ensure that:
- (a) the Supplier Personnel do not Process Personal Data except in accordance with this Contract (and in particular the Schedule of Processing, Personal Data and Data Subjects);
 - (b) it takes all reasonable steps to ensure the reliability and integrity of any of the Supplier Personnel who have access to the Personal Data and ensure that they:
 - (I) Are aware of and comply with the supplier's duties under this clause;
 - (II) Are subject to appropriate confidentiality undertakings with the supplier or any sub-processor;
 - (III) 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 buyer or as otherwise permitted by this contract; and
 - (IV) Have undergone adequate training in the use, care, protection and handling of personal data; and
- 15.4.4 where the Personal Data is subject to UK GDPR ("UK Personal Data"), not transfer such UK Personal Data outside of the UK, and/or where the Personal Data is subject to the EU GDPR ("EU Personal Data") not transfer such EU Personal Data to a Restricted Country unless the prior written consent of the Buyer has been obtained and the following conditions are fulfilled:
- (a) the transfer is in accordance with UK GDPR Article 45 or section 73 of DPA 2018 for UK Personal Data, and/or Article 45 of EU GDPR for EU Personal Data;
 - (b) the Buyer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or DPA 2018 section 75 for UK Personal Data, and/or Article 46 of the EU GDPR for EU Personal Data as relevant) as determined by the Buyer;
 - (c) the Data Subject has enforceable rights and effective legal remedies;
 - (d) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Buyer in meeting its obligations);
 - (e) the Supplier complies with any reasonable instructions notified to it in advance by the Buyer with respect to the processing of the Personal Data; and



- (f) in respect of any Processing in, or transfer of Personal Data to, any Restricted Country permitted in accordance with this Clause 15.4.4, the Supplier shall, when requested by the Buyer, promptly enter into an agreement with the Buyer including or on such provisions as the Standard Contractual Clauses in respect of EU Personal Data and/or in respect of UK Personal Data the International Data Transfer Agreement or International Data Transfer Agreement Addendum to the European Commission's Standard Contractual Clauses as published by the Information Commissioner's Office and/or such variation as a regulator or the Buyer might require which terms shall, in the event of any conflict, take precedence over those in this Clause 15, and the Supplier shall comply with any reasonable instructions notified to it in advance by the Buyer with respect to the transfer of the Personal Data; and
- 15.4.5 at the written direction of the Buyer, delete or return Personal Data (and any copies of it) to the Buyer on termination of this Contract unless the Supplier is required by Law to retain the Personal Data.
- 15.5 Subject to Clause 15.5, the Supplier shall notify the Buyer immediately if in relation to it Processing Personal Data under or in connection with this Contract it:
 - 15.5.1 receives a Data Subject Request (or purported Data Subject Request);
 - 15.5.2 receives a request to rectify, block or erase any Personal Data;
 - 15.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 15.5.4 receives any communication from the Information Commissioner or any other regulatory Buyer in connection with Personal Data processed under this Contract;
 - 15.5.5 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
 - 15.5.6 becomes aware of a Data Loss Event.
- 15.6 The Supplier's obligation to notify under Clause 15.5 shall include the provision of further information to the Buyer in phases, as details become available.
- 15.7 Taking into account the nature of the processing, the Supplier shall provide the Buyer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 15.5 (and insofar as possible within the timescales reasonably required by the Buyer) including by promptly providing:
 - 15.7.1 the Buyer with full details and copies of the complaint, communication or request;
 - 15.7.2 such assistance as is reasonably requested by the Buyer to enable the Buyer to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - 15.7.3 the Buyer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 15.7.4 assistance as requested by the Buyer following any Data Loss Event; and



- 15.7.5 assistance as requested by the Buyer with respect to any request from the Information Commissioner's Office, or any consultation by the Buyer with the Information Commissioner's Office.
- 15.8 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 15. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - 15.8.1 the Controller determines that the processing is not occasional;
 - 15.8.2 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
 - 15.8.3 the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 15.9 The Supplier shall allow for audits of its Processing activity by the Buyer or the Buyer's designated auditor or representative.
- 15.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 15.11 Before allowing any Sub-processor to Process any Personal Data related to this Contract, the Supplier must:
 - 15.11.1 notify the Buyer in writing of the intended Sub-processor and processing;
 - 15.11.2 obtain the written consent of the Buyer;
 - 15.11.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 15 such that they apply to the Sub-processor; and
 - 15.11.4 provide the Buyer with such information regarding the Sub-processor as the Buyer may reasonably require.
- 15.12 The Supplier shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 15.13 The Buyer may, at any time on not less than thirty (30) Working Days' notice, revise this Clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by Attachment to this Contract).
- 15.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance, codes of practice, codes of conduct, regulatory guidance, standard clauses or any other related laws arising from the GDPR or the Information Commissioner's Office.

16. TERMINATION AND EXPIRY

Buyer Termination Rights



- 16.1 The Buyer may terminate this Contract without reason (without any liability whatsoever or howsoever arising from the Buyer's termination under this Clause 16.1) at any time by issuing a written notice to the Supplier giving at least thirty (30) Working Days written notice unless a different period is specified in the Order Form.
- 16.2 The Buyer may terminate this Contract at any time with immediate effect for material Default by issuing a written notice to the Supplier where:
- 16.2.1 the Supplier commits any material Default of this Contract which is not, in the reasonable opinion of the Buyer, capable of remedy; and/or
 - 16.2.2 the Supplier commits a Default, including a material Default, which in the opinion of the Buyer is remediable but has not remedied such Default to the satisfaction of the Buyer within fifteen (15) Working Days of being notified in writing to do so.
- 16.3 For the purpose of Clause 16.2, a material Default may be a single material Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied) which taken together constitute a material Default.
- 16.4 The Buyer may terminate this Contract with immediate effect by issuing a written notice to the Supplier where an Insolvency Event affecting the Supplier occurs.

Supplier Termination Rights

- 16.5 The Supplier may, by issuing a written notice to the Buyer, terminate this Contract if the Buyer fails to pay an undisputed sum due to the Supplier under this Contract and such sum remains outstanding forty 40 Working Days after the receipt by the Buyer of a written notice of non-payment from the Supplier specifying:
- 16.5.1 the Buyer's failure to pay;
 - 16.5.2 the correct overdue and undisputed sum;
 - 16.5.3 the reasons why the undisputed sum is due; and
 - 16.5.4 the requirement on the Buyer to remedy the failure to pay,
- 1 and this Contract shall then terminate on the date specified in the Supplier's written notice (which shall not be less than twenty (20) Working Days from the date of the issue of that notice).
- 16.6 The Supplier shall continue to perform all of its obligations under this Contract and shall not suspend the provision of the Services for failure of the Buyer to pay undisputed sums of money (whether in whole or in part).
- 16.7 Supplier Financial Instability: The Supplier shall comply with the requirements of Schedule 2 (Financial Difficulties).

Partial Termination and Suspension



- 16.8 Where the Buyer has the right to terminate this Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends this Contract it can provide the Services and/or Deliverables itself or buy them from a third party.
- 16.9 The Buyer can only partially terminate or suspend this Contract if the remaining parts of this Contract can still be used to effectively deliver the intended purpose. The Parties must agree any necessary variation required by Clause 16.8 in accordance with Clause 28.1, but the Supplier may not either:
- 16.9.1 reject the variation;
 - 16.9.2 increase the Charges, except where the right to partial termination is under Clause 16.1.
- 16.10 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 16.8.
- 17. CONSEQUENCES OF TERMINATION AND EXPIRY AND EXIT MANAGEMENT**
- 17.1 Even if a notice has been served to terminate this Contract, unless otherwise notified by the Buyer, the Supplier must continue to provide the Services and Deliverables until the dates set out in the notice and as necessary to comply with this Clause 17.
- 17.2 Expiry or termination of this Contract will not affect:
- 17.2.1 any rights, remedies or obligations accrued before its termination or expiry (as applicable); and
 - 17.2.2 the right of either Party to recover any amount outstanding at the time of termination or expiry (as applicable).
- 17.3 Upon termination or expiry of this Contract:
- 17.3.1 the rights and obligations of the Parties under this Contract will cease immediately (including the Buyer's payment obligations under the Contract save where and to the extent any payments are expressly stated in these Call-Off Terms to be payable by the Buyer following termination or expiry of this Contract), except those continuing provisions identified in Clause 17.4;
 - 17.3.2 the Buyer will pay any outstanding Charges properly due to the Supplier;
 - 17.3.3 the Supplier will:
 - (a) promptly return all Buyer Property in the possession, custody or control of the Supplier or the Supplier Personnel to the Buyer;
 - (b) at no additional cost, promptly deliver all Deliverables (whether or not then complete) to the Buyer in accordance with any reasonable instructions given by the Buyer;
 - (c) where the Buyer terminates this Contract under Clause 16.2, at no additional cost, co-operate fully in the handover (if any) and re-procurement (including to a replacement supplier) including to comply with any exit related obligations as specified in the Order Form under the heading 'Off-Boarding' (including where set out or referred to the provision of exit related services);
 - (d) within 10 Working Days of the termination or expiry date, return to the Buyer on a pro rata basis any sums paid in advance for Services and/or Deliverables due to be provided by the Supplier under this Contract for any period post the termination or expiry date (as applicable);



17.3.4 each Party will promptly either:

- (a) return all copies of the other's Confidential Information in such Party's custody, possession or control unless there is a legal requirement to keep it or this Contract states otherwise; or
- (b) (where the other Party has given its prior written consent to its destruction) destroy the other Party's Confidential Information and confirm its destruction to the reasonable satisfaction of the other Party.

17.4 The following Clauses survive the termination or expiry of this Contract: Clause 9 (Liabilities), Clause 10 (Intellectual Property Rights), Clause 13 (Records and Audit), Clause 15 (Protection of Personal Data), Clause 17 (Consequences of Termination and Expiry and Exit Management), Clause 20 (Confidentiality), Clauses 21.4 - 21.6 (FOIA), Clause 23 (Invalidity), Clause 31 (Entire Agreement and Third Party Rights), Clause 33 (Governing Law, Jurisdiction and Dispute Resolution), Schedule 1 (Definitions) and any Clauses and Schedules which are expressly or by implication intended to continue.

18. APPOINTMENT OF SUB-CONTRACTORS

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

- 18.1.1 manage any Sub-contractors in accordance with Good Industry Practice; and
- 18.1.2 comply with its obligations under this Contract in the delivery of the Services and provision of the Deliverables.

18.2 Prior to sub-contracting any of its obligations under this Contract, the Supplier shall notify the Buyer in writing of:

18.3 the proposed Sub-Contractor's name, registered office and company registration number;

- 18.3.1 the scope of any Services to be provided by the proposed Sub-Contractor; and
- 18.3.2 where the proposed Sub-Contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Buyer that the proposed Sub-Contract has been agreed on "arm's-length" terms.

18.4 If requested by the Buyer within 10 Working Days of receipt of the Supplier's notice issued pursuant to Clause 18.2, the Supplier shall also provide:

- 18.4.1 a copy of the proposed Sub-Contract; and
- 18.4.2 any further information reasonably requested by the Buyer.

18.5 The Buyer may, within 10 Working Days of receipt of the Supplier's notice issued pursuant to Clause 18.2 (or, if later, receipt of any further information requested pursuant to Clause 18.3), object to the appointment of the relevant Sub-Contractor if it considers that:

- 18.5.1 the appointment of a proposed Sub-Contractor may prejudice the provision of the Services and/or may be contrary to the interests of the Buyer;
- 18.5.2 the proposed Sub-Contractor is unreliable and/or has not provided reasonable services to its other customers; and/or
- 18.5.3 the proposed Sub-Contractor employs unfit persons;

2 in which case, the Supplier shall not proceed with the proposed appointment.



18.6 If:

18.6.1 the Buyer has not notified the Supplier that it objects to the proposed Sub-Contractor's appointment by the later of 10 Working Days of receipt of:

- (a) the Supplier's notice issued pursuant to Clause 18.2; and
- (b) any further information requested by the Buyer pursuant to Clause 18.3; and

18.6.2 the proposed Sub-Contract is not a Key Sub-Contract (which shall require the written consent of CCS and the Buyer in accordance with Clause 19 (Appointment of Key Sub-contractors),

3 the Supplier may proceed with the proposed appointment.

18.7 The Supplier shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.

19. **APPOINTMENT OF KEY SUB-CONTRACTORS**

19.1 The Supplier shall only be entitled to sub-contract its obligations to the Key Sub-Contractors are listed in the Supplier's Register of Key Sub-Contractors as updated by the Supplier from time to time in accordance with Clause 15.1 (Register of Key-Subcontractors and Sub-processors) of the Framework Agreement and where such Key Sub-Contractors are set out in the Order Form.

19.2 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Sub-Contractor, it must obtain the prior written consent of CCS and the Buyer (such consent not to be unreasonably withheld or delayed). CCS and/or the Buyer may reasonably withhold its consent to the appointment of a Key Sub-Contractor if any of them considers that:

- 19.2.1 the appointment of a proposed Key Sub-Contractor may prejudice the provision of the Services or may be contrary to its interests;
- 19.2.2 the proposed Key Sub-Contractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
- 19.2.3 the proposed Key Sub-Contractor employs unfit persons.

19.3 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:

- 19.3.1 provisions which will enable the Supplier to discharge its obligations under this Contract;
- 19.3.2 a right under CRTPA for the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Buyer;
- 19.3.3 a provision enabling the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
- 19.3.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Buyer;
- 19.3.5 obligations no less onerous on the Key Sub-Contractor than those imposed on the Supplier under this Contract in respect of:

- (a) the data protection requirements set out in Clause 15 (Data Protection);
- (b) the FOIA requirements set out in Clause 21 (Transparency and FOIA);



- (c) the keeping of records in respect of the services being provided under the Key Sub-Contract; and
 - (d) the conduct of audits set out in Clause 13 (Records and Audit);
- 19.3.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Buyer under Clauses 16 and 17 of this Contract; and
- 19.3.7 a provision restricting the ability of the Key Sub-Contractor to sub-contract all or part of the provision of the Services provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Buyer.

20. **CONFIDENTIALITY**

- 20.1 For the purposes of this Clause 20, the term “Disclosing Party” shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and “Recipient” shall mean the Party which receives or obtains directly or indirectly Confidential Information.
- 20.2 Except to the extent set out in this Clause 20 or where disclosure is expressly permitted elsewhere in this Contract, the Recipient shall:
- 20.2.1 treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials); and
 - 20.2.2 not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Contract or without obtaining the owner's prior written consent;
 - 20.2.3 not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Contract; and
 - 20.2.4 without undue delay and within 72 hours of becoming aware the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.
- 20.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:
- 20.3.1 the Recipient is required to disclose the Confidential Information by Law;
 - 20.3.2 the need for such disclosure arises out of or in connection with:
 - (a) any legal challenge or potential legal challenge against the Buyer arising out of or in connection with this Contract;
 - (b) the purpose of the examination and certification of the Buyer's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer is making use of any Services provided under this Contract; or
 - (c) the conduct of a Central Government Body review in respect of this Contract;



- 20.3.3 the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.
- 20.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.
- 20.5 Subject to Clauses 20.2 and 20.3, the Supplier may only disclose the Buyer's Confidential Information on a confidential basis to:
- 20.5.1 Supplier Personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable the performance of the Supplier's obligations under this Contract; and
- 20.5.2 its professional advisers for the purposes of obtaining advice in relation to this Contract.
- 20.6 Where the Supplier discloses Confidential Information of the Buyer pursuant to this Clause 20, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.
- 20.7 The Buyer may disclose the Confidential Information of the Supplier:
- 20.7.1 on a confidential basis to any Central Government Body for any proper purpose of the Buyer or of the relevant Central Government Body;
- 20.7.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- 20.7.3 to the extent that the Buyer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- 20.7.4 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by the Buyer for any purpose relating to or connected with this Contract;
- 20.7.5 on a confidential basis for the purpose of the exercise of its rights under this Contract; or
- 20.7.6 to a proposed transferee, assignee or novatee of, or successor in title to the Buyer, and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Buyer under this Clause 20.
- 20.8 In the event of a breach by the Supplier of any of the applicable provisions of this Clause 22, the Buyer reserves the right to terminate this Contract for material Default.
- 20.9 Transparency Information is not Confidential Information.

21. TRANSPARENCY AND FOIA

Transparency



- 21.1 Without prejudice to the Supplier's reporting requirements set out in this Contract, within three (3) months of the Commencement 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 [Attachment 5] of the Order Form.
- 21.2 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.
- 21.3 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in [Attachment 5] of the Order Form.
- 21.4 **FOIA**
- 21.5 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information and must not respond directly to a Request for Information addressed to the Buyer unless authorised in writing to do so by the Buyer.
- 21.6 Within the required timescales the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
- 21.6.1 publish the Transparency Information; or
 - 21.6.2 comply with any Request for Information
- 21.7 The Buyer may talk to the Supplier to help it decide whether to publish information under this Clause 21. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion.
- 21.7.1 **waiver**
- 21.8 A partial or full waiver or relaxation of the terms of this Contract is only valid if it is stated to be a waiver in writing to the other Party.
- 21.9 Unless otherwise provided in this Contract, rights and remedies under this Contract are cumulative and do not exclude any rights or remedies provided by Law, in equity or otherwise.
22. **INVALIDITY and relationship of the parties**
- 22.1 If any part of this Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from this Contract as much as required and rendered ineffective as far as possible without affecting the rest of this Contract, whether it's valid or enforceable.
- 22.2 Except as expressly provided otherwise in this Contract, nothing in this Contract, nor any actions taken by the Parties pursuant to this Contract, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.
23. **PREVENTING FRAUD BRIBERY AND CORRUPTION**
- 23.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel have at any time prior to the Commencement Date:



- 23.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- 23.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 23.2 The Supplier must not during the Contract Period:
 - 23.2.1 commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); nor
 - 23.2.2 do or allow anything which would cause the Buyer, including any of their employees, consultants, contractors, Sub-Contractors or agents to breach any of the Relevant Requirements or incur any liability under them.
- 23.3 The Supplier must during the Contract Period:
 - 23.3.1 create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Sub-Contractors to do the same;
 - 23.3.2 keep full records to show it has complied with its obligations under this Clause 24 and give copies to the Buyer on request;
 - 23.3.3 have in place reasonable prevention measures (as defined in sections 45(3) and 46(4) of the Criminal Finance Act 2017) to ensure that Associated Persons (as defined in Section 44(4) of the Criminal Finances Act 2017) of the Supplier do not commit tax evasion facilitation offences as defined under that Act;
 - 23.3.4 take account of any guidance about preventing facilitation of tax evasion offences which may be published and updated in accordance with Section 47 of the Criminal Finances Act 2017; and
 - 23.3.5 if required by the Buyer, within 20 Working Days of the Commencement Date, and then annually, certify in writing to the Buyer, that it has complied with this Clause 24, including compliance of Supplier Personnel, and provide reasonable supporting evidence of this on request, including its policies and procedures.
- 23.4 The Supplier must immediately notify the Buyer if it becomes aware of any breach of Clauses 24.1 and 24.3 (inclusive) or has any reason to think that it, or any of the Supplier Personnel, has either:
 - 23.4.1 been investigated or prosecuted for an alleged Prohibited Act;
 - 23.4.2 been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
 - 23.4.3 received a request or demand for any undue financial or other advantage of any kind related to the Framework or any contract entered into under the Framework; or
 - 23.4.4 suspected that any person or Party directly or indirectly related to the Framework or any contract entered into under the Framework has committed or attempted to commit a Prohibited Act.



- 23.5 If the Supplier notifies the Buyer as required by Clause 24.4, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the audit of any books, records and relevant documentation.
- 23.6 In any notice the Supplier gives under Clause 24.5 it must specify the:
- 23.6.1 Prohibited Act;
 - 23.6.2 identity of the Party who it thinks has committed the Prohibited Act; and
 - 23.6.3 action it has decided to take.

24. **EQUALITY, DIVERSITY AND HUMAN RIGHTS**

- 24.1 The Supplier must follow all applicable equality Law when it performs its obligations under this Contract, including:
- 24.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
 - 24.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.
- 24.2 The Supplier must take all necessary steps, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.
- 24.3 The Supplier shall ensure that it fulfils its obligations under the Contract in a way that does not discriminate against individuals because of socio-economic background, working pattern or having parental or other caring responsibilities.

25. **CORPORATE SOCIAL RESPONSIBILITY**

Supplier Code of Conduct

- 25.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
(https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)
- 25.2 The Supplier and its Sub-Contractors will:
- 25.2.1 meet the standards set out in that Code;
 - 25.2.2 comply with the standards set out in this Clause 26; and
 - 25.2.3 comply with any such additional corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

Equality and Accessibility

- 25.3 In addition to legal obligations, the Supplier shall support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under this Contract in a way that seeks to:
- 25.3.1 eliminate discrimination, harassment or victimisation of any kind; and



- 25.3.2 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.

Modern Slavery, Child Labour and Inhumane Treatment

25.4 The Supplier:

- 25.4.1 shall not use, nor allow its Sub-Contractors to use forced, bonded or involuntary prison labour;
- 25.4.2 shall not require any Supplier Personnel or the personnel of any Sub-Contractors to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
- 25.4.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
- 25.4.4 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;
- 25.4.5 shall make reasonable enquires to ensure that its officers, employees and Sub-Contractors have not been convicted of slavery or human trafficking offenses anywhere around the world;
- 25.4.6 shall have and maintain throughout the Contract Period its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Sub-Contractors anti-slavery and human trafficking provisions;
- 25.4.7 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 this Contract;
- 25.4.8 shall prepare and deliver to the Buyer, 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 Clause 26.4;
- 25.4.9 shall not use, nor allow its employees or Sub-Contractors 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 Sub-Contractors;
- 25.4.10 shall not use or allow child or slave labour to be used by its Sub-Contractors; and
- 25.4.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Sub-Contractors to the Buyer and Modern Slavery Helpline.

Income Security

25.5 The Supplier shall:

- 25.5.1 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;
- 25.5.2 ensure that all Supplier Personnel are 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;



25.5.3 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;

25.5.4 record all disciplinary measures taken against Supplier Personnel; and

25.5.5 ensure that Supplier Personnel are engaged under a recognised employment relationship established through national law and practice.

Working Hours

25.6 The Supplier shall:

25.6.1 ensure that the working hours of Supplier Personnel comply with national laws, and any collective agreements;

25.6.2 that the working hours of Supplier Personnel, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;

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

- (a) the extent;
- (b) frequency; and
- (c) hours worked;

4 by individuals and by the Supplier Personnel as a whole;

25.7 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Clause 26.8 below.

25.8 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

25.8.1 this is allowed by national law;

25.8.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;

25.8.3 appropriate safeguards are taken to protect the workers' health and safety; and

25.8.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

25.9 All Supplier Personnel 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.

Sustainability

25.10 The Supplier shall meet the applicable Government Buying Standards applicable to the Services which can be found online at:

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

Whistleblowing

25.11 As soon as it is aware of it the Supplier and Supplier Personnel must report to the Buyer any actual or suspected breach of:

25.12 Law; or



25.13 Clauses 24, 25 and/or 26.

25.14 The Supplier must not retaliate against any of the Supplier Personnel who in good faith reports a breach listed in this Clause to the Buyer or a Prescribed Person.

26. **ASSIGNMENT**

26.1 The Supplier cannot assign this Contract without the Buyer's written consent.

26.2 The Buyer can assign, novate or transfer this Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.

27. **VARIATION**

27.1 Either Party may request a variation to this Contract provided that such variation does not amount to a material change of this Contract within the meaning of the Regulations and the Law. Such a change will only be effective if agreed in writing and signed by both Parties.

27.2 For 101(5) of the Regulations, if the Court declares any change to this Contract ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of this Contract as they existed immediately prior to that change and as if the Parties had never entered into that change.

28. **FORCE MAJEURE**

28.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under this Contract while the inability to perform continues, if it both:

28.1.1 provides a Force Majeure Notice to the other Party;

28.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

28.2 A Party will promptly (on becoming aware of the same) notify the other Party of a Force Majeure event or potential Force Majeure event which could affect its ability to perform its obligations under this Contract.

28.3 Each Party will use all reasonable endeavours to continue to perform its obligations under this Contract and to mitigate the effects of Force Majeure.

28.4 Either Party can partially or fully terminate this Contract with immediate effect by written notice if the provision of the Services is materially affected by a Force Majeure Event which lasts for twenty (20) days continuously or such shorter period as may be specified in the Order Form.

28.5 If the Supplier is the affected Party, it shall not be entitled to claim relief under this Clause 29 to the extent that consequences of the relevant Force Majeure Event should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by this Contract.

28.6 Where a Party terminates under Clause 29.4:

28.6.1 each party must cover its own Losses; and

28.6.2 Clauses 17.2, 17.3, 17.4 and 15.4.5 shall apply.

29. **NOTICES**



- 29.1 All notices under this Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.
- 29.2 Notices to the Buyer must be sent to the Buyer Authorised Representative's email address in the Order Form, (the Buyer may, from time to time, change the name and email address of the Buyer Authorised Representative via the Supplier Portal).
- 29.3 The Supplier shall:
- 29.3.1 through the Supplier Portal, alert the Buyer and/or Buyer Users to the need to register and keep up to date on the Supplier Portal relevant details of the Buyer Authorised Representative (including his or her email address for notices under this Contract); and
 - 29.3.2 provide all reasonable assistance to the Buyer and/or Buyer Users in first registering via the Supplier Portal and thereafter updating details of the Buyer Authorised Representative (including his or her email address for notices under this Contract) during the Contract Period.
- 29.4 This Clause 30 does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

30. ENTIRE AGREEMENT AND THIRD PARTY RIGHTS

- 30.1 This Contract constitutes the entire agreement between the Parties in respect of the matter and supersedes and extinguishes all prior negotiations, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral. Neither Party has been given, nor entered into this Contract in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Contract. Nothing in this Clause 31.1 shall exclude any liability in respect of misrepresentations made fraudulently.
- 30.2 A person who is not a Party to this Contract has no right under the CRTPA to enforce any term of this Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

31. CONFLICTS OF INTEREST

- 31.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Personnel are placed in the position of an actual, potential or perceived Conflict of Interest.
- 31.2 The Supplier must promptly notify and provide details to the Buyer if an actual, potential or perceived Conflict of Interest happens or is expected to happen.
- 31.3 The Buyer can terminate this Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where in the reasonable opinion of the Buyer there is or may be an actual, potential or perceived Conflict of Interest.

32. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

- 32.1 This Contract and any Disputes shall be governed by and construed in accordance with the laws of England and Wales.



- 32.2 In the event of a Dispute arising out of or in connection with this Contract senior representatives of the Parties who have Buyer to settle the dispute shall, within twenty (20) Working Days of receipt of a written request from the Party raising the Dispute, meet in good faith to resolve the Dispute.
- 32.3 If the Dispute is not resolved at the meeting described in Clause 33.2, the Parties shall escalate the matter to CCS who may (in its sole discretion) appoint an officer to work with the Parties in good faith negotiations to resolve the Dispute.
- 32.4 If after (20) Working Days of escalation to CCS under Clause 33.2 the Dispute remains unresolved the Parties may decide to settle it by mediation using the CEDR Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved pursuant to Clause 33.5.
- 32.5 The Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
 - 32.5.1 determine the Dispute;
 - 32.5.2 grant interim remedies; and
 - 32.5.3 grant any other provisional or protective relief.



5 SCHEDULE 1 DEFINITIONS

1. In accordance with Clause 1 (Definitions), in this Contract the following expressions shall have the meanings ascribed in the table below.

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| Achieved Completion | means the completion of an event or Milestone that has met to the acceptable quality of delivery, to the satisfaction of the Buyer. |
| Affected Party | means the Party seeking to claim relief in respect of a Force Majeure Event; |
| Affiliates | 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; |
| Beneficiary | means a Party having (or claiming to have) the benefit of an indemnity or a right to be defended (as applicable) under this Contract; |
| Buyer | means the organisation eligible to use the Framework as specified in the Order Form; |
| Buyer Content | <p>means the data (together with any databases) including any Personal Data, content, materials, information and software which are controlled, uploaded or otherwise transferred by or on behalf of the Buyer to the relevant environments hosted by or on behalf of the Supplier pursuant to the Services including any derivative data that is generated in the relevant environments but excluding metadata where and to the extent such metadata:</p> <p>a) is generated by the Supplier's Services under this Contract solely for administrative and/or service maintenance purposes;</p> <p>b) is not under the control of the Buyer; and</p> <p>c) does not contain any Personal Data;</p> |
| Buyer's Existing Entitlement | means Buyer's funds held on account by the Supplier in respect of another transaction(s) outside of this Contract and to be used as part or whole payment of the Charges; |
| Buyer IPR | <p>means in any case where this has been agreed on the Order Form:</p> <p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the Contract and updates and amendments of these items; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under the Contract and all updates and amendments to the same;</p> |



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| | <p>and always as varied in accordance with the IPR section of the Order Form.</p> <p>Buyer IPR shall not include the Supplier's Existing IPR;</p> |
| Buyer Premises | means premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Sub-Contractors for the provision of the Services and/or Deliverables (or any of them) as set out or referred to in the Order Form; |
| Buyer Property | means the property, other than real property and IPR, including the Buyer System issued or made available to the Supplier by the buyer in connection with this Contract as set out or referred to in the Order Form; |
| Buyer System | means the Buyer's production computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or in respect of which access may be granted to the Supplier to provide the Services; |
| Call-Off Terms | means these terms and conditions; |
| CCS | means Crown Commercial Service, the Buyer to the Framework; |
| Central Government Body | <p>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:</p> <ul style="list-style-type: none">a) Government Department;b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);c) Non-Ministerial Department; ord) Executive Agency; |
| Charges | means the charges payable to the Supplier by the Buyer under this Contract in respect of the Services, calculated in accordance with this Contract (including Framework Schedule 3 (Framework Prices and Charging Structure)) and as set out or referred to in the Order Form; |
| Claim | means any claim which it appears that a Beneficiary is, or may become, entitled to indemnification or a right to be defended (as applicable) under this Contract; |
| Commencement Date | means the date specified as such in the Order Form; |



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| Commercially Sensitive Information | the Confidential Information listed in the Framework 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 Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss; |
| Confidential Information | <p>means the Buyer's confidential information and/or the Supplier's confidential information, as the context requires, but not including any information which:</p> <ul style="list-style-type: none">(a) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party;(b) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient;(c) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Contract or breach of a duty of confidentiality; or(d) was independently developed without access to the Confidential Information; |
| Conflict of Interest | a conflict between the financial or personal duties of the Supplier or the Supplier's staff and the duties owed to the Buyer under this Contract, in the reasonable opinion of the Buyer; |
| Contract | <p>means the contract between the Buyer and the Supplier (entered into pursuant to the terms of the Framework) consisting of:</p> <ul style="list-style-type: none">a) the Order Form (and all documents set out or expressly incorporated by reference in it); andb) the Call-Off Terms; |
| Contract Period | means the duration of this Contract as specified in the Order Form; |
| Contract Value | means the higher of the actual or expected total Charges paid or payable under this Contract where all obligations are met by the Supplier; |
| Contract Year | means a consecutive period of twelve (12) Months commencing on the Commencement Date or each anniversary thereof; |
| Control | means control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly; |
| Controller | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires; |



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| Crown Body | the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf; |
| CRTPA | means the Contracts (Rights of Third Parties) Act 1999; |
| Data Loss Event | means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach; |
| Data Protection Impact Assessment | means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data; |
| Data Protection Legislation | means : (i) the UK GDPR; (ii) the Data Protection Act 2018 to the extent that it relates to Processing of personal data and privacy; (iii) the EU GDPR to the extent that it applies; and (iv) all applicable Law about the Processing of personal data and privacy; |
| Data Protection Liability Cap | has the meaning set out in Clause 9.4.2; |
| Data Protection Officer | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires; |
| Data Subject | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires; |
| Data Subject Request | means 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; |
| Default | means any breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) or any other default, act, omission, misrepresentation, negligence or negligent statement of the Supplier or its personnel in connection with or in relation to this Contract or the subject matter of this Contract and in respect of which the Supplier is liable to the Buyer; |
| Deliverables | means any item or feature in the supply of Services delivered or to be delivered by the Supplier to the Buyer in accordance with this Contract as specified in the Order Form; |
| Delivery Date | means the date a Milestone is delivered subject to Achieved Completion |
| Dispute | means any claim, dispute or difference arises out of or in connection with this Contract (whether contractual or non contractual) or in connection with the negotiation, existence, legal validity, enforceability |



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| | or termination of this 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; |
| DPA 2018 | means the Data Protection Act 2018; |
| EIR | the Environmental Information Regulations 2004; |
| Electronic Invoice | 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; |
| EU GDPR | Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law; |
| Exit Day | shall have the meaning in the European Union (Withdrawal) Act 2018; |
| Existing IPR | means 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 Commencement Date or otherwise); |
| FOIA | the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation; |
| Force Majeure Event | <p>means any event, occurrence, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations (except those events, occurrences, circumstances, matters or causes which are attributable to any wilful act, neglect or failure to take reasonable preventative action by the relevant Party) arising from:</p> <ul style="list-style-type: none">a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under this Contract;b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;c) acts of a Crown Body, local government or regulatory bodies;d) fire, flood or any disaster; or |



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| | <p>e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</p> <ul style="list-style-type: none">i) any industrial dispute relating to the Supplier, the Supplier Personnel (including any subsets of them) or any other failure in the Supplier or the Sub-Contractor's supply chain;ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; andiii) any failure of delay caused by a lack of funds; |
| Force Majeure Notice | means a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event; |
| Framework Agreement | means the framework agreement reference RM6292 between the Supplier and CCS; |
| Government | the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf; |
| Insolvency Event | <p>means, in respect of the Supplier:</p> <ul style="list-style-type: none">a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; orb) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); orc) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; ord) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; ore) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or |



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| | <p>f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>h) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p> |
| Intellectual Property Rights or IPR | <p>means:</p> <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 names, 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> |
| International Data Transfer Agreement | <p>means the International Data Transfer Agreement issued by the Information Commissioner's Office under section 119A(1) of the Data Protection Act 2018, version A1.0, in force 21 March 2022 and any updates or replacements as may be issued by the Information Commissioner's Office from time to time in accordance with section 119A(1) of the Data Protection Act 2018;</p> |
| International Data Transfer Addendum | <p>means the International Data Transfer Addendum to the EU Standard Contractual Clauses issued by the Information Commissioner's Office under section 119A(1) of the Data Protection Act 2018, version B1.0, in force 21 March 2022 and any updates or replacements as may be issued by the Information Commissioner's Office from time to time in accordance with section 119A(1) of the Data Protection Act 2018;</p> |
| IPR Claim | <p>means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Buyer in the fulfilment of its obligations under this Contract;</p> |



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| Key Sub-Contract | means each Sub-Contract with a Key Sub-Contractor ; |
| Key Sub-Contractor | means any Sub-Contractor: a) which performs a critical role in the provision of all or part of the Services; 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 Services and/or Deliverables; and/or c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Contract; |
| Know-How | means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services but excluding know-how already in the other Party's possession before the Commencement Date; |
| Law | means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply; |
| Losses or Loss | means all losses, liabilities, damages, costs, fines, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise; |
| Malicious Software | means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence; |
| Milestone | means specific and significant events or achievement that marks a key charging point in the Statement of Work |
| Milestone Charge | means the amount charged for the satisfactory completion of a Milestone |
| Modern Slavery Helpline | means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at |



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| | https://www.modernslaveryhelpline.org/report or by telephone on 08000 121 700; |
| National Insurance | 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); |
| Order | means the order placed by the Buyer with the Supplier for the provision of the Services and/or Deliverables in accordance with the Framework and under the terms of this Contract; |
| Order Form | means the form (based on the template included at Annex [3] to Framework Schedule 4 (Template Order Form and Template Call-Off Terms)) which contains details of an Order together with other information in relation to such Order, including the description of the Services to be provided; |
| Party | means a party to this Contract, namely either the Buyer or the Supplier (together the " Parties "); |
| Personal Data | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires; |
| Personal Data Breach | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires; |
| Processing | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires and "Process" and "Processed" shall be interpreted accordingly; |
| Processor | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires; |
| Prohibited Acts | <p>means:</p> <ul style="list-style-type: none">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:<ul style="list-style-type: none">i) induce that person to perform improperly a relevant function or activity; orii) reward that person for improper performance of a relevant function or activity;b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract; orc) committing any offence: |



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| | <ul style="list-style-type: none">i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); orii) under legislation or common law concerning fraudulent acts; ord) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; ore) 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; |
| Protective Measures | means 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 set out or referred to in the Security Policy; |
| Provider | means a Party from whom an indemnity or a right to be defended (as applicable) is sought under this Contract; |
| Regulations | means the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires); |
| Relevant Requirements | means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010; |
| Reminder Notice | means a notice sent in accordance with Clause 16.5 given by the Supplier to the Buyer providing notification that payment has not been received on time; |
| Request for Information | means a request for information or an apparent request relating to this Contract or an apparent request for such information under the FOIA or the EIRs; |
| Restricted Country | <p>means any country other than those countries as expressly stated in the Order Form or where no countries are stated means any country other than:</p> <ul style="list-style-type: none">a) a member of the European Economic Area;b) the United Kingdom; orc) deemed adequate by the European Commission pursuant to article 25(6) of Directive 95/46/EC or article 45(3) of the GDPR; |



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| Schedule of Processing, Personal Data and Data Subjects | means the schedule of processing, personal data and data subjects set out in [insert cross reference] (to be completed by the Buyer) which sets out various details concerning the processing of Personal Data including: a) identity of the Controller and Processor; b) subject matter of processing; c) duration of the processing; d) nature and purposes of the processing; e) type of Personal Data being Processed; f) categories of Data Subject; and g) plan for return of the data once the processing is complete unless requirement under Data Protection Legislation to preserve that type of data; |
| Services | means the services which the Supplier shall make available to the Buyer under this Contract as set out or referred to in the Order Form; |
| Service Request | means a request for Services submitted by or on behalf of the Buyer and/or any Buyer User via the Supplier Portal in accordance with the procedure for requesting Services set out in the Order Form; |
| Security Policy | means the security policy/ies, referred to in Attachment 2 of the Order Form, in force as at the Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier; |
| Services Specification | means the specification of the Services as set out or referred to in the Professional Services Terms required section of the Order Form; |
| Sites | means any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Services and/or Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Services and/or Deliverables, and which are set out in or referred to in the Order Form; |
| Standards | means any standards set out or referred to in these Call-Off Terms, the Order Form and the Framework; |
| Standard Contractual Clauses | means the standard contractual clauses for the transfer of Personal Data to processors established in third countries which do not ensure an adequate level of protection as set out in Commission Decision C (2010) 593 and reference to the standard contractual clauses shall be to the |



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| | clauses as updated, amended, replaced or superseded from time to time by the European Commission; |
| Sub-Contract | means any contract or agreement or proposed agreement between the Supplier and any third party whereby that third party agrees to provide to the Supplier the Services (or any part thereof) or to provide facilities or services necessary for the provision of the Services (or any part thereof) or necessary for the management, direction or control of the provision of the Services or any part thereof; |
| Sub-Contractor | means any third party other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person; |
| Sub-processor | means any third party appointed to process Personal Data on behalf of the Supplier related to this Contract ; |
| Supplier | means the entity identified as such in the Order Form; |
| Supplier Equipment | means the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Contract; |
| Supplier Personnel | means all persons employed or engaged by the Supplier together with the Supplier's servants, agents, suppliers, consultants and Sub-Contractors (and all persons employed by any Sub-Contractor together with the Sub-Contractor's servants, consultants, agents, suppliers and sub-contractors) used in the performance of its obligations under this Contract; |
| Transparency Information | <p>means the Transparency Reports (including information relating to the Services and performance of this Contract which the Supplier is required to provide to the Buyer in accordance with the reporting requirements specified in the Framework) and the content of this Contract, including any changes to this Contract agreed from time to time, except for:</p> <ul style="list-style-type: none">a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; andb) Commercially Sensitive Information; |
| Transparency Reports | means the information relating to the Services and/or Deliverables and performance of this Contract which the Supplier is required to provide to the Buyer; |
| Worker | any one of the Supplier Personnel which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) |



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| | (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Services and/or Deliverables; |
| Working Day | means any day other than a Saturday, Sunday or public holiday in England and Wales; and |
| VAT | means value added tax in accordance with the provisions of the Value Added Tax Act 1994. |



6 SCHEDULE 2
FINANCIAL DIFFICULTIES

1. Definitions

1.1 In this Schedule, the following definitions shall apply:

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| “Applicable Financial Indicators” | means the financial indicators from Paragraph 5.1 of this Schedule which are to apply to the Monitored Suppliers as set out in Paragraph 5.2 of this Schedule; |
| “Bronze Contract” | A Call-Off Contract categorised as a Bronze contract using the Cabinet Office Contract Tiering Tool; |
| “Cabinet Office Markets and Suppliers Team” | means the UK Government’s team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function; |
| “Credit Rating Threshold” | the minimum credit rating level for each entity in the FDE Group as set out in Annex 1 to this Schedule; |
| “FDE Group” | means the [Supplier, Key Sub-contractors, [the Guarantor] and the [Monitored Suppliers]]; |
| “Financial Distress Event” | Any of the events listed in Paragraph 3.1 of this Schedule; |
| “Financial Distress Remediation Plan” | 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; |
| “Financial Indicators” | in respect of the Supplier, Key Sub-contractors and the Guarantor, 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; |
| “Financial Target Thresholds” | means the target thresholds for each of the Financial Indicators set out at paragraph 5.1 of this Schedule; |
| “Monitored Suppliers” | means those entities specified at paragraph 5.2 of this Schedule; |



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| “Rating Agencies” | The rating agencies listed in Annex 1 of this Schedule; |
| “Strategic Supplier” | means those suppliers to government listed at https://www.gov.uk/government/publications/strategic-suppliers . |

2. Warranties and duty to notify

- 2.1 The Supplier warrants and represents to the Buyer for the benefit of the Buyer that as at the Effective Date:
- 2.1.1 the long term credit ratings issued for each entity in the FDE Group by each of the Rating Agencies are as set out in Annex 2 to this Schedule; and
 - 2.1.2 the financial position or, as appropriate, the financial performance of each of the Supplier, Guarantor and Key Sub-contractors satisfies the Financial Target Thresholds.
- 2.2 The Supplier shall promptly notify (or shall procure that its auditors promptly notify) the Buyer in writing if there is any downgrade in the credit rating issued by any Rating Agency for any entity in the FDE Group (and in any event within 5 Working Days of the occurrence of the downgrade).
- 2.3 The Supplier shall:
- 2.3.1 regularly monitor the credit ratings of each entity in the FDE Group with the Rating Agencies;
 - 2.3.2 monitor and report on the Financial Indicators for each entity in the FDE Group against the Financial Target Thresholds at least at the frequency set out for each at Paragraph 5.1 (where specified) and in any event, on a regular basis and no less than once a year within ninety (90) days after the Accounting Reference Date; and
 - 2.3.3 promptly notify (or shall procure that its auditors promptly notify) 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).
- 2.4 For the purposes of determining whether a Financial Distress Event has occurred pursuant to the provisions of Paragraphs 3.1, and for the purposes of determining relief under Paragraph 7.1, the credit rating of an FDE Group entity shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated that entity at or below the applicable Credit Rating Threshold.
- 2.5 Each report submitted by the Supplier pursuant to paragraph 2.3.2 shall:
- 2.5.1 be a single report with separate sections for each of the FDE Group entities;
 - 2.5.2 contain a sufficient level of information to enable the Buyer to verify the calculations that have been made in respect of the Financial Indicators;



- 2.5.3 include key financial and other supporting information (including any accounts data that has been relied on) as separate annexes;
- 2.5.4 be based on the audited accounts 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
- 2.5.5 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

3.1 The following shall be Financial Distress Events:

- 3.1.1 the credit rating of an FDE Group entity dropping below the applicable Credit Rating Threshold;
 - 3.1.2 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;
 - 3.1.3 there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of an FDE Group entity;
 - 3.1.4 an FDE Group entity committing a material breach of covenant to its lenders;
 - 3.1.5 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;
 - 3.1.6 any of the following:
 - (a) 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;
 - (b) non-payment by an FDE Group entity of any financial indebtedness;
 - (c) any financial indebtedness of an FDE Group entity becoming due as a result of an event of default;
 - (d) the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity; or
 - (e) 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;
1. in each case which 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 the Contract; and



- 3.1.7 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.

4. Consequences of Financial Distress Events

- 4.1 Immediately upon notification by the Supplier of a Financial Distress Event (or if the Buyer becomes aware of a Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations 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 a late or non-payment of a Key Sub-contractor pursuant to Paragraph 3.1.5, the Buyer shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier 10 Working Days to:
- 4.2.1 rectify such late or non-payment; or
 - 4.2.2 demonstrate to 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 Monitored Supplier, the Guarantor and/or any relevant Key Sub-contractor shall):
- 4.3.1 at the request of the Buyer, meet 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 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 Services in accordance with the Contract; and
 - 4.3.2 where the Buyer reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1 that the Financial Distress Event could impact on the continued performance and delivery of the Deliverables in accordance with the Contract:
 - (a) submit to the Buyer for its approval, a draft Financial Distress Remediation 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 the Buyer may permit and notify to the Supplier in writing); and
 - (b) to the extent that it is legally permitted to do so and subject to Paragraph 4.8, provide such information relating to the Supplier, any Monitored Supplier, Key Sub-contractors and/or the Guarantor as the Buyer may reasonably require in order to understand the risk to the Deliverables, which may include 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.
- 4.4 The Buyer shall not withhold its approval of a draft Financial Distress Remediation Plan unreasonably. If the Buyer does not approve the draft Financial Distress Remediation 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 Remediation Plan, which shall be resubmitted



to the Buyer within 5 Working Days of the rejection of the first draft. This process shall be repeated until the Financial Distress Remediation Plan is approved by the Buyer or referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms under Paragraph 4.5.

- 4.5 If the Buyer considers that the draft Financial Distress Remediation 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 Remediation Plan or escalate any issues with the draft Financial Distress Remediation Plan using the Dispute Resolution Procedure in Clause 34 of the Core Terms.
- 4.6 Following approval of the Financial Distress Remediation Plan by the Buyer, the Supplier shall:
- 4.6.1 on a regular basis (which shall not be less than fortnightly):
 - (a) review and make any updates to the Financial Distress Remediation Plan as the Supplier may deem reasonably necessary and/or as may be reasonably requested by 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
 - (b) provide a written report to the Buyer setting out its progress against the Financial Distress Remediation Plan, the reasons for any changes made to the Financial Distress Remediation Plan by the Supplier and/or the reasons why the Supplier may have decided not to make any changes;
 - 4.6.2 where updates are made to the Financial Distress Remediation Plan in accordance with Paragraph 4.6.1, submit an updated Financial Distress Remediation Plan to 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 Remediation Plan; and
 - 4.6.3 comply with the Financial Distress Remediation Plan (including any updated Financial Distress Remediation Plan) and ensure that it achieves the financial and performance requirements set out in the Financial Distress Remediation 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 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 4.3.2(b) is available when required and on request from the Buyer and within reasonable timescales. Such measures may include:
- 4.8.1 obtaining in advance written Buyer from Key Sub-contractors, the Guarantor and/or Monitored Suppliers authorising the disclosure of the information to the Buyer and/or entering into confidentiality agreements which permit disclosure;



- 4.8.2 agreeing in advance with the Buyer, Key Sub-contractors, the Guarantor and/or Monitored Suppliers a form of confidentiality agreement to be entered by the relevant parties to enable the disclosure of the information to the Buyer;
- 4.8.3 putting in place any other reasonable arrangements to enable the information to be lawfully disclosed to the Buyer (which may include making price sensitive information available to the Buyer nominated personnel through confidential arrangements, subject to their consent); and
- 4.8.4 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 – N/A

6. Termination rights

- 6.1 The Buyer shall be entitled to terminate the Contract if:
 - 6.1.1 the Supplier fails to notify the Buyer of a Financial Distress Event in accordance with Paragraph 2.3.3;
 - 6.1.2 the Parties fail to agree a Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraphs 4.3 to 4.5; and/or
 - 6.1.3 the Supplier fails to comply with the terms of the Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraph 4.6.3,
 - ii. which shall be deemed to be an event to which Clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply accordingly.

7. NOT USED



Crown
Commercial
Service

Annex 3: NOT USED



Crown
Commercial
Service

Annex 4: **NOT USED**



Annex 5: Optional clauses for Bronze Contracts

1. DEFINITIONS

1.1 In this Annex 5, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

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|-----------------------------------|---|
| "Credit Rating Threshold" | 1 the minimum credit rating level for the Monitored Company as set out in Appendix 2; |
| "Financial Distress Event" | 2 the occurrence or one or more of the following events: <ul style="list-style-type: none">a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party;d) Monitored Company committing a material breach of covenant to its lenders;e) a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; orf) any of the following:<ul style="list-style-type: none">i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;ii) non-payment by the Monitored Company of any financial indebtedness; |



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| | iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or |
| | iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company |
| | 3 in each case which the Buyer reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Call-Off Contract; |
| "Financial Distress Service Continuity Plan" | 4 a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with [each Call-Off] Contract in the event that a Financial Distress Event occurs; |
| "Monitored Company" | 5 Supplier [the Guarantor] or any Key Subcontractor] |
| "Rating Agencies" | 6 the rating agencies listed in Appendix 1. |

2. WHEN THIS SCHEDULE APPLIES

2.1 The Parties shall comply with the provisions of this Annex 5 in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.

2.2 The terms of this Annex 5 shall survive:

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

3. What happens when your credit rating changes

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



- 3.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify the Buyer in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.
- 3.3 If there is any downgrade credit rating issued by any Rating Agency for the Monitored Company the Supplier shall ensure that the Monitored Company's auditors thereafter provide the Buyer within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by the Buyer (such requests not to exceed 4 in any Contract Year) with written calculations of the quick ratio for the Monitored Company as at the end of each Contract Year or such other date as may be requested by the Buyer. For these purposes the "quick ratio" on any date means:

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

where:

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

3.4 The Supplier shall:

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| 3.4.1 | regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and |
| 3.4.2 | promptly notify (or shall procure that its auditors promptly notify) 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. |
- 3.5 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.



4. What happens if there is a financial distress event

- 4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if the Buyer becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Buyer shall
- 4.2 have the rights and remedies as set out in Paragraphs 4.3 to 4.6 of this Annex 5.
- 4.3 In the event that a Financial Distress Event arises due to a Key Subcontractor notifying the Buyer that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, the Buyer shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:
- 4.3.1 rectify such late or non-payment; or
 - 4.3.2 demonstrate to the Buyer's reasonable satisfaction that there is a valid reason for late or non-payment.
- 4.4 The Supplier shall and shall procure that the other Monitored Companies shall:
- 4.4.1 at the request of the Buyer meet the Buyer as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and
 - 4.4.2 where the Buyer reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:
 - (a) submit to the Buyer for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and
 - (b) provide such financial information relating to the Monitored Company as the Buyer may reasonably require.
- 4.5 If the Buyer does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to the Buyer within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by the Buyer or referred to the Dispute Resolution Procedure.



- 4.6 If 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 remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.
- 4.7 Following Approval of the Financial Distress Service Continuity Plan by the Buyer, the Supplier shall:
- 4.7.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;
 - 4.7.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
 - 4.7.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 4.8 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Buyer and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.6.
- 4.9 CCS shall be able to share any information it receives from the Buyer in accordance with this Paragraph with any Buyer who has entered into a Call-Off Contract with the Supplier.

5. When CCS or the Buyer can terminate for financial distress

- 5.1 CCS SHALL BE ENTITLED TO TERMINATE THIS CONTRACT AND BUYERS SHALL BE ENTITLED TO TERMINATE THEIR CALL-OFF CONTRACTS FOR MATERIAL DEFAULT IF:**
- 5.1.1 the Supplier fails to notify the Buyer of a Financial Distress Event in accordance with Paragraph 3.4;
 - 5.1.2 The Buyer and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or
 - 5.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.



5.2 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.

6. What happens If your credit rating is still good

6.1 Without prejudice to the Supplier's obligations and CCS' and the Buyer's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:

- 6.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and
- 6.1.2 The Buyer shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).



APPENDIX 1: RATING AGENCIES

[Rating Agency 1]

[Rating Agency 2]



Appendix 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

Part 1: Current Rating

| ENTITY | Credit rating (long term) |
|---------------------|---------------------------|
| Supplier | [D&B Threshold] |
| [Guarantor] | [D&B Threshold] |
| [Key Subcontractor] | [D&B Threshold] |

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Statement of Works SOW000

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Annex 2

Statement of Works

TN1. STATEMENT OF WORK ("SOW") DETAILS

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Upon execution, this SOW forms part of the Call-Off Contract (reference below).

The Parties will execute a SOW for each set of **Buyer Deliverables** required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contract.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

| | |
|-------------------------------------|--|
| SOW Reference: | |
| SOW Title: | |
| SOW Version: | |
| SOW Status: | |
| Date of SOW: | |
| Call-Off Contract Reference: | |
| Variation Reference: | |
| Buyer Cost Centre Number: | |
| Estimated Cost | |
| Contingency: | |
| Pricing Model: | |
| Supplier: | |
| SOW Start Date: | |

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| | |
|--|--|
| SOW End Date: | |
| Duration of SOW: | |
| PO Reference Number (if known): | |

2. BUYER ENDORSEMENTS

| Role | Name | Dated |
|---------------------------|------|-------------------------------|
| Business (Programme) | | Click or tap to enter a date. |
| Business (Op. Cont. Mgr) | | Click or tap to enter a date. |
| Commercial | | Click or tap to enter a date. |
| Finance | | Click or tap to enter a date. |
| Legal (if needed) | | Click or tap to enter a date. |
| IR35 Sign-Off (if needed) | | Click or tap to enter a date. |

3. SOW CONTRACT SPECIFICATION - PROGRAMME CONTEXT

| | |
|---------------------|------------------------------|
| Introduction | |
| Services | Scope of the Contract |

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| 3. SOW CONTRACT SPECIFICATION - PROGRAMME CONTEXT | |
|---|--|
| SOW Background | |
| Delivery phase(s) | <input type="checkbox"/> Discovery <input type="checkbox"/> Alpha <input type="checkbox"/> Private Beta <input type="checkbox"/> Public Beta <input type="checkbox"/> Live <input type="checkbox"/> Retirement <input checked="" type="checkbox"/> Other – Transition and Mobilisation services |
| Overview of Requirement | |

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| 4. WAYS OF WORKING, SUPPORT AND SERVICE LEVELS | | | |
|--|--|--------------------------|--------------------------|
| Ways of Working | | | |
| Location/s | The Services outlined within this SOW will be delivered to/from: | | |
| | Location | To | From |
| | 2 Marsham Street, London SW1P 4DF | <input type="checkbox"/> | <input type="checkbox"/> |
| | Lunar House, Croydon, CR9 2BY | <input type="checkbox"/> | <input type="checkbox"/> |
| | Soapworks. Colgate Ln, Salford M5 3LZ | <input type="checkbox"/> | <input type="checkbox"/> |
| | Alternate/Offsite working locations as applicable* | <input type="checkbox"/> | <input type="checkbox"/> |
| | This may include other Home Office locations | | |
| | Supplier's own premises | <input type="checkbox"/> | <input type="checkbox"/> |
| | Remote (home) working | <input type="checkbox"/> | <input type="checkbox"/> |
| Offshore roles may be permitted under this Statement of Work | | | <input type="checkbox"/> |

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| 5. HIGH LEVEL INDICATIVE HMRC IR35 DETERMINATION (Note that this is indicative. A full Buyer SDOPQ determination will still be needed) | | |
|---|--|--------------------------|
| No | Statement | Mark |
| 1. | The Buyer is requesting named individuals for the role/s and/or will not accept substitutes for the key individual/s; and/or | <input type="checkbox"/> |
| 2. | The individual/s and or role/s will not be working to pre-agreed deliverable/increment milestones/service level agreements. e.g. they will be being directed as part of an integrated Buyer or Buyer appointed team (rainbow / blended); and/or | <input type="checkbox"/> |
| 3. | The Buyer requires flexibility to quickly redeploy the individual/s and/or role/s for purposes other than agreed outcomes as priorities change; and/or | <input type="checkbox"/> |
| 4. | The individual/s and/or role/s is/are being paid on a pure time and materials basis and are not carrying any financial risk to rectify/complete any agreed deliverables within the pre-agreed price; and/or | <input type="checkbox"/> |
| 5. | The individual/s and/or role/s will require to manage resources (governance, financial, systems, or people) within the Buyer's organisation or for organisations other than their own (e.g. an officer of the company); and/or | <input type="checkbox"/> |
| 6. | Other than mandatory training, the individual/s and/or role/s will require training by the Buyer in order to enable them to carry out their role/s. | <input type="checkbox"/> |

For the purposes of HMRC IR35, for the individual/s and/or role/s covered by this determination (*strike out A, B, or C as appropriate e.g. struck out leaving one box clear*):

| |
|---|
| <p>A. The individual/s and/or role/s is/are deemed to be inside the scope of HMRC IR35 based on the checked criteria identified above (inside if any have been checked). As such it is required that the individuals pay full PAYE/NI for the work undertaken and therefore must not be working for a Personal Services Company (PSC) unless via an approved umbrella organisation. The individual/s must not be a material shareholder (over 5%) within the organisation being contracted with</p> |
| <p>B. None of the above criteria have been checked and the work consists of clearly defined deliverables which must be completed within the fixed / capped time and material budget agreed for the work ahead of execution and the individual/s and/or role/s, from the perspective of the Buyer, are therefore clearly fully outside the scope of HMRC IR35</p> |
| <p>C. None of the criteria has been checked, but there is a degree of uncertainty and therefore a full HMRC CEST determination certificate is attached for each individual.</p> <p>7. The full HMRC CEST certificate states that the individual/s and/or role/s are unambiguously outside the scope of HMRC IR35.</p> <p>8. The full HMRC CEST determination is indeterminate or inside IR35 and the individual/s and/or role/s is/are considered to be within the scope of HMRC IR35. Such individual/s are required to pay</p> |

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full PAYE/NI contributions via appropriate employment / umbrella cover. Individuals shall not have a material share holding.

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Statement of Works SOW000Call-Off Contract Ref: **Project 3003****6. BUYER REQUIREMENTS – SOW DELIVERABLES****7. BUYER REQUIREMENTS – ADDITIONAL SOW SPECIFIC REQUIREMENTS****Delivery Plan**

Indicative milestones are included in the table below:

| ID | Milestone Name | Work Pkg | Description | Completion Trigger | Date | Charges |
|----|----------------|----------|-------------|--------------------|------|---------|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |

SOW Specific Transition and/or Implementation Plan Details**Dependencies****Assumptions****Responsibility Matrix****Assurance Roles**

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| 7. BUYER REQUIREMENTS – ADDITIONAL SOW SPECIFIC REQUIREMENTS | | | |
|--|------|-------|---|
| Activity | | | |
| (Responsible, Accountable, Consult, Inform) | | Buyer | Customer of individual service Supplier |
| Key Sub-Contractors | | | |
| Sub-Contractor | Role | | |
| N/A | | | |
| Who the Supplier will work with (report to) | | | |
| <p>Accountable Buyer Manager</p> <p>The primary individual within the Buyer to whom the Supplier shall ultimately report to is:</p> <p>Alternative Buyer Manager</p> <p>In the absence of the primary individual, the alternate Buyer reporting individual shall be:</p> | | | |

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| 7. BUYER REQUIREMENTS – ADDITIONAL SOW SPECIFIC REQUIREMENTS | |
|--|------------------------|
| Engagement with the Buyer / Governance | |
| N/A | |
| Key Roles and Key Staff (Buyer) | |
| Key Role | Key Staff Name (email) |
| Key Roles and Key Staff (Supplier) | |
| Key Role | Key Staff Name (email) |
| Security Applicable to SOW | |
| <p>One or more parts of the scope of this Statement of Work may be required to be undertaken in Buyer approved secure locations <input type="checkbox"/></p> <p>With individually approved Waivers, the Supplier is permitted to perform limited work in connection with this SoW. <input type="checkbox"/></p> <p>SoW specific security requirements include:</p> | |

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| | |
|--|--------------------------|
| 7. BUYER REQUIREMENTS – ADDITIONAL SOW SPECIFIC REQUIREMENTS | |
| | |
| <p>The Supplier will not make available or provide any Supplier Background IPRs or Third Party IPRs as part of the Deliverables unless otherwise agreed below:</p> | |
| <p>One or more Deliverables under this Statement of Work will contain Supplier Background and/or Third Party IPR and this shall be provided under the terms referenced below</p> | <input type="checkbox"/> |
| <p>The specific IPR (and associated licence terms) are detailed in:</p> | |
| | |
| | |
| <p>Unless explicitly noted in this section this SoW shall be covered by the arrangements as detailed within the Contract.</p> | |
| <p>This Statement of Work requires specific Data Processing arrangements</p> | <input type="checkbox"/> |
| <p>The specific data arrangements are held in the document entitled:</p> | |

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| 7. BUYER REQUIREMENTS – ADDITIONAL SOW SPECIFIC REQUIREMENTS | | | | | | | | |
|---|---------|--|----------|---------|-------|-----|--|--|
| Standards Applicable to SOW | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Standard</th><th>Version</th><th>Dated</th></tr> </thead> <tbody> <tr> <td>N/A</td><td></td><td>Click or tap to enter a date. Click or tap to enter a date.</td></tr> </tbody> </table> | | | Standard | Version | Dated | N/A | | Click or tap to enter a date. Click or tap to enter a date. |
| Standard | Version | Dated | | | | | | |
| N/A | | Click or tap to enter a date. Click or tap to enter a date. | | | | | | |
| Statement of Work Specific Contract Management Requirements | | | | | | | | |
| | | | | | | | | |

| 8. RESOURCE PROFILE |
|----------------------------|
| Organisation |
| |
| Resource Plan |
| |
| Overtime |
| N/A |

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| | | |
|---|-------------------------------------|--|
| 8. RESOURCE PROFILE | | |
| Time-sheeting | | |
| Time-sheeting is required for this Statement of Work | <input type="checkbox"/> | |
| Time-sheeting is NOT for charging purposes. Time-sheeting is purely for assurance and information purposes (e.g. understanding the actual versus charged for cost of service) | <input type="checkbox"/> | |
| Resourcing | | |
| | | |
| 9. CHARGES | | |
| Statement of Work Charges | | |
| The applicable charging method(s) for this SOW is (check one): | | |
| <input type="checkbox"/> Capped Time and Materials | <input type="checkbox"/> Firm Price | <input type="checkbox"/> Time and Material |
| Payment for Delivery | | |
| Financial Model | | |
| Reimbursable Expenses | | |
| Buyer's Right to Accelerate, Pause or Cancel Delivery (Partially or in Total) | | |

Statement of Works SOW000Call-Off Contract Ref: **Project 3003****10. VARIATIONS TO TERMS**

| Contract Schedule | Clause | Variation |
|-------------------|--------|-----------|
|-------------------|--------|-----------|

11. SIGNATURES AND APPROVALS

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into the Call-Off Contract and be legally binding the Parties:

For and on behalf of the Supplier:

Name

Title

Signature

Date

For and on behalf of the Buyer:

Name

Title

Signature

Date

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Signed by an authorised signatory for and on behalf of the Secretary of State for the Home Department (known as Home Office) (the '**Buyer**')

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