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

**Order Form**

CALL-OFF REFERENCE: **[Insert** Buyer’s contract reference number]

THE BUYER: **Department for Education**

BUYER ADDRESS: **Department for Education**

 **Piccadilly Gate,**

 **Store Street,**

 **Manchester,**

 **M1 2WD**

THE SUPPLIER: **Banner Group Limited**

SUPPLIER ADDRESS: **Newland House**

 **Tuscany Park**

 **Express Way**

 **Normanton**

 **West Yorkshire**

 **WF6 2TZ**

REGISTRATION NUMBER: **05510758**

DUNS NUMBER: **347066339**

SID4GOV ID:

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 18/12/2020.

It’s issued under the Framework Contract with the reference number 6059 Framework Contract for the provision of Office Stationery and Electronic Office Supplies.

CALL-OFF LOT(S):

**LOT 1: Office Stationery and Electronic Office Supplies**

|  |  |  |
| --- | --- | --- |
| **Lot Number** | **Lot Description** | **Relevant (Yes / No)** |
| 1 | Office Stationery and Electronic Office Supplies | **Yes** |
| 2 | Office and Electronic Office Supplies | No |
| 3 | Electronic Office Supplies | No |

CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6059
3. The following Schedules in equal order of precedence:
* Joint Schedules for RM6059
	+ Joint Schedule 2 (Variation Form)
	+ Joint Schedule 3 (Insurance Requirements)
	+ Joint Schedule 4 (Commercially Sensitive Information)
	+ Joint Schedule 6 (Key Subcontractors)
	+ Joint Schedule 7 (Financial Difficulties)
	+ Joint Schedule 8 (Guarantee)
	+ Joint Schedule 9 (Minimum Standards of Reliability)
	+ Joint Schedule 10 (Rectification Plan)
	+ Joint Schedule 11 (Processing Data)
	+ Joint Schedule 12 (Supply Chain Visibility)

* Call-Off Schedules for
	+ Call-Off Schedule 1 (Transparency Reports)
	+ Call-Off Schedule 3 (Continuous Improvement)
	+ Call-Off Schedule 6 (ICT Services)
	+ Call-Off Schedule 7 (Key Supplier Staff)
	+ Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
	+ Call-Off Schedule 9 (Security)
	+ Call-Off Schedule 10 (Exit Management)
	+ Call-Off Schedule 11 (Installation Works)
	+ Call-Off Schedule 14 (Service Levels)
	+ Call-Off Schedule 15 (Call-Off Contract Management)
	+ Call-Off Schedule 18 (Background Checks)
	+ Call-Off Schedule 20 (Call-Off Specification)
1. CCS Core Terms (version 3.0.7)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6059

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

CALL-OFF SPECIAL TERMS

**None**

CALL-OFF START DATE: **18th December 2020**

CALL-OFF EXPIRY DATE: **17th December 2022**

CALL-OFF INITIAL PERIOD: **2 Years**

CALL-OFF EXTENSION PERIOD:

**Option to extend by two twelve-month periods.**

Extension One Start Date: **18th December 2022**

Extension One End Date: **17th December 2023**

Extension Two Start Date: **18th December 2023**

Extension Two End Date: **17th December 2024**

**CALL-OFF DELIVERABLES**

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

**MAXIMUM LIABILITY**

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£150,000, however this contract has no minimum spend commitment.**

**CALL-OFF CHARGES**

This contract will follow the supplier pricing provided within the framework, Lot 1.

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

**REIMBURSABLE** **EXPENSES**

None

**PAYMENT METHOD**

This contract will be paid via GPC.

There will be 4 embedded GPC cards for this contract, one for each correlating team:

* Core DfE
* ESFA
* TRA
* STA.

**BUYER’S INVOICE ADDRESS:**

Invoices to be emailed to both:

Alexander Russell / alexander.russell@education.gov.uk

Maria Holohan / maria.holohan@education.gov.uk

Address:

**Department for Education**

**Piccadilly Gate,**

**Store Street,**

**Manchester,**

**M1 2WD**

**BUYER’S AUTHORISED REPRESENTATIVE**

Alexander Russell

Alexander.russell@education.gov.uk

**BUYER’S ENVIRONMENTAL POLICY**

Appended at Call-Off Schedule X

**BUYER’S SECURITY POLICY**

Appended at Call-Off Schedule 9.

**SUPPLIER’S AUTHORISED REPRESENTATIVE**

**SUPPLIER’S CONTRACT MANAGER**

**PROGRESS REPORT FREQUENCY**

The first report will be due 18th January 2021 and every following month on the 15th or closest working day via email.

**PROGRESS MEETING FREQUENCY**

Progress meetings will be held quarterly, the exact date may be reasonably changed with minimum notice of 5 working days.

The expected dates for these meeting will be:

1. 18th February 2021
2. 18th May 2021
3. 18th August 2021
4. 18th November 2021

**KEY STAFF**

Alexander Russell / alexander.russell@education.gov.uk

Kai Yin-Yeung / kai.yin-yeung@education.gov.uk

Belinda Pennington / belinda.pennington@education.gov.uk

**KEY SUBCONTRACTOR(S)**

**COMMERCIALLY SENSITIVE INFORMATION**

**SERVICE CREDITS**

Not Applicable

**ADDITIONAL INSURANCES**

Not Applicable

**GUARANTEE**

There’s a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract.

**SOCIAL VALUE COMMITMENT**

Not Applicable

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:** | **For and on behalf of the Buyer:** |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Role: |  | Role: |  |
| Date: |  | Date: |  |

**Call Off Schedules**

**Call-Off Schedule 1 (Transparency Reports)**

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

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

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

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Title**  | **Content**  | **Format**  | **Frequency**  |
| Performance                                                                  | Accurate management information on the Buyer Premises at both national, Regional and individual Buyer Premises level. | The Supplier shall respond to requests for the provision of information in response to the Buyer’s disclosure obligations under Government Transparency Standards, the Freedom of Information Act, Environmental Information Regulations and Parliamentary Questions. | At the Buyer’s request. |
| Call-Off  Contract Charges | Contract prices and incentivisation mechanisms. | The Supplier shall respond to requests for the provision of information in response to the Buyer’s disclosure obligations under Government Transparency Standards, the Freedom of Information Act, Environmental Information Regulations and Parliamentary Questions. | At the Buyer’s request. |
| Key Subcontractors | Accurate management information on Subcontractors who deliver services for the Supplier to Buyer Premises at both national, Regional and individual Buyer Premises level. | The Supplier shall respond to requests for the provision of information in response to the Buyer’s disclosure obligations under Government Transparency Standards, the Freedom of Information Act, Environmental Information Regulations and Parliamentary Questions. | At the Buyer’s request. |
| Technical | Technical information at national, Regional and individual Buyer Premises level:Will include (not exclusively)Industry-standard Security Services reportsPerformance measurement and statistical reporting.Reportable incidents.Real time reporting.Self-service reporting.Expert analysis reports; status reports and updates on the level of statutory complianceAd hoc reports; | The Supplier shall respond to requests for the provision of information in response to the Buyer’s disclosure obligations under Government Transparency Standards, the Freedom of Information Act, Environmental Information Regulations and Parliamentary Questions. | At the Buyer’s request. |
| Performance management | Will include (not exhaustive) Benchmarking, Customer Satisfaction Scores / Outcomes, Financial Reports, Health and Safety, Warranty Reporting, Efficiency Savings, Mobilisation Plans, , Head Count                            ( Building Occupancy ) data, Sustainability Plans, Energy Management Systems, Building Management Systems, Continuous Improvement Initiative Reporting, Project Works, Environmental and Waste Management, Building Records Management, Security Management Plans, Permit to Work Strategies and  contract expiry / contract termination | The Supplier shall respond to requests for the provision of information in response to the Buyer’s disclosure obligations under Government Transparency Standards, the Freedom of Information Act, Environmental Information Regulations and Parliamentary Questions.  | At the Buyer’s request. |

**Call-Off Schedule 3 (Continuous Improvement)**

1. Buyer’s Rights
	1. The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.
2. Supplier’s Obligations
	1. The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer’s costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
	2. The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
	3. In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year (**"Continuous Improvement Plan"**) for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
		1. identifying the emergence of relevant new and evolving technologies.
		2. changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
		3. new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
		4. measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
	4. The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
	5. The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
	6. The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
	7. If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
	8. Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
		1. the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
		2. the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
	9. The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
	10. All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
	11. Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
	12. At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

**Call-Off Schedule 6 (ICT Services)**

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

|  |  |
| --- | --- |
| * 1. **"Buyer Property"**
 | * 1. the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;
 |
| * 1. **"Buyer Software"**
 | * 1. any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
 |
| * 1. **"Buyer System"**
 | * 1. the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;
 |
| * 1. **“Commercial off the shelf Software” or “COTS Software”**
 | * 1. Non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms
 |
| * 1. **"Defect"**
 | any of the following: * 1. any error, damage or defect in the manufacturing of a Deliverable; or
	2. any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or
 |
|  | * 1. any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or
	2. any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;
 |
| * 1. **"Emergency Maintenance"**
 | * 1. ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;
 |
| * 1. **"ICT Environment"**
 | * 1. the Buyer System and the Supplier System;
 |
| * 1. **"Licensed Software"**
 | * 1. all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Call Off Contract, including any COTS Software;
 |
| * 1. **"Maintenance Schedule"**
 | * 1. has the meaning given to it in paragraph 8 of this Schedule;
 |
| * 1. **"Malicious Software"**
 | * 1. 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;
 |
| * 1. **"New Release"**
 | * 1. an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
 |
| * 1. **"Open Source Software"**
 | * 1. computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
 |
| * 1. **"Operating Environment"**
 | * 1. means the Buyer System and any premises (including the Buyer Premises, the Supplier’s premises or third party premises) from, to or at which:
	2. the Deliverables are (or are to be) provided; or
	3. the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or
	4. where any part of the Supplier System is situated;
 |
| * 1. **"Permitted Maintenance"**
 | * 1. has the meaning given to it in paragraph 8.2 of this Schedule;
 |
| * 1. **"Quality Plans"**
 | * 1. has the meaning given to it in paragraph 6.1 of this Schedule;
 |
| * 1. **"Sites"**
 | * 1. has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;
 |
| * 1. **"Software"**
 | * 1. Specially Written Software COTS Software and non-COTS Supplier and third party Software;
 |
| * 1. **"Software Supporting Materials"**
 | * 1. has the meaning given to it in paragraph 9.1 of this Schedule;
 |
| * 1. **"Source Code"**
 | * 1. computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
 |
| * 1. **"Specially Written Software"**
 | * 1. any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;
 |
|  |  |
| * 1. **"Supplier System"**
 | * 1. the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);
 |
|  |  |

1. When this Schedule should be used
	1. This Schedule is designed to provide additional provisions necessary to facilitate the provision of ICT Services which are part of the Deliverables.
2. **Buyer due diligence requirements**
	1. The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;
		1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
		2. operating processes and procedures and the working methods of the Buyer;
		3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
		4. existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.
	2. The Supplier confirms that it has advised the Buyer in writing of:
		1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;
		2. the actions needed to remedy each such unsuitable aspect; and
		3. a timetable for and the costs of those actions.
3. **Licensed software warranty**
	1. The Supplier represents and warrants that:
		1. it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier’s obligations under this Contract including the receipt of the Deliverables by the Buyer;
		2. all components of the Specially Written Software shall:
			1. be free from material design and programming errors;
			2. perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 14 (Service Levels) and Documentation; and
			3. not infringe any IPR.
4. Provision of ICT Services
	1. The Supplier shall:
		1. ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;
		2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
		3. ensure that the Supplier System will be free of all encumbrances;
		4. ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;
		5. minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables;
5. **Standards and Quality Requirements**
	1. The Supplier shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**")**.**
	2. The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.
	3. Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
	4. The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:
		1. be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;
		2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
		3. obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.
6. **ICT Audit**
	1. The Supplier shall allow any auditor access to the Supplier premises to:
		1. inspect the ICT Environment and the wider service delivery environment (or any part of them);
		2. review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
		3. review the Supplier’s quality management systems including all relevant Quality Plans.
7. **Maintenance of the ICT Environment**
	1. If specified by the Buyer in the Order Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.
	2. Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
	3. The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance.
	4. The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.
8. **Intellectual Property Rights in ICT**
	1. Assignments granted by the Supplier: Specially Written Software
		1. The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:
			1. the Documentation, Source Code and the Object Code of the Specially Written Software; and
			2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").
		2. The Supplier shall:
			1. inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;
			2. deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and
			3. without prejudice to paragraph 9.1.2.2, provide full details to the Buyer of any of the Supplier’s Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier’s Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.
		3. The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Buyer.
	2. Licences for non-COTS IPR from the Supplier and third parties to the Buyer
		1. Unless the Buyer gives its Approval the Supplier must not use any:
9. of its own Existing IPR that is not COTS Software;
10. third party software that is not COTS Software
	* 1. Where the Buyer Approves the use of the Supplier’s Existing IPR that is not COTS Software the Supplier shall grants to the Buyer a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer’s (or, if the Buyer is a Central Government Body, any other Central Government Body’s) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.
		2. Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:
			1. notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and
			2. only use such third party IPR as referred to at paragraph 9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.
		3. Where the Supplier is unable to provide a license to the Supplier’s Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.
		4. The Supplier may terminate a licence granted under paragraph 9.2.1 by giving at least thirty (30) days’ notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.
	1. Licenses for COTS Software by the Supplier and third parties to the Buyer
		1. The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
		2. Where the Supplier owns the COTS Software it shall make available the COTS software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
		3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licencee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
		4. The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:
			1. will no longer be maintained or supported by the developer; or
			2. will no longer be made commercially available
	2. Buyer’s right to assign/novate licences
		1. The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 9.2 (to:
			1. a Central Government Body; or
			2. to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.
		2. If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in paragraph 9.2.
	3. **Licence granted by the Buyer**
		1. The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer Software and the Specially Written Software solely to the extent necessary for providing the Deliverables in accordance with this Contract, including the right to grant sub-licences to Sub-Contractors provided that any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (Confidentiality).
	4. Open Source Publication
		1. Unless the Buyer otherwise agrees in advance in writing (and subject to paragraph 9.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is:
			1. suitable for publication by the Buyer as Open Source; and
			2. based on Open Standards (where applicable),
		2. and the Buyer may, at its sole discretion, publish the same as Open Source.
		3. The Supplier hereby warrants that the Specially Written Software and the New IPR:
			1. are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by the Buyer will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Buyer System;
			2. have been developed using reasonable endeavours to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them;
			3. do not contain any material which would bring the Buyer into disrepute;
			4. can be published as Open Source without breaching the rights of any third party;
			5. will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the date notified by the Buyer to the Supplier; and
			6. do not contain any Malicious Software.
		4. Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:
			1. as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and
			2. include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer’s ability to publish such other items or Deliverables as Open Source.
	5. Malicious Software
		1. The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
		2. If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.
		3. Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 9.7.2 shall be borne by the Parties as follows:
			1. by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and
			2. by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

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

* 1. 1.1 The Annex 1 to this Schedule lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
	2. 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
	3. 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
	4. 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:

1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);

1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or

1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.

* 1. 1.5 The Supplier shall:

1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);

1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;

1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;

1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and

1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

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

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

|  |  |
| --- | --- |
| "BCDR Plan" | 1. has the meaning given to it in Paragraph 2.2 of this Schedule;
 |
| "Business Continuity Plan" | 1. has the meaning given to it in Paragraph 2.3.2 of this Schedule;
 |
| "Disaster Recovery Deliverables" | 1. the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
 |
| "Disaster Recovery Plan" | 1. has the meaning given to it in Paragraph 2.3.3 of this Schedule;
 |
| "Disaster Recovery System" | 1. the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
 |
| "Related Supplier" | 1. any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
 |
| "Review Report" | 1. has the meaning given to it in Paragraph 6.3 of this Schedule; and
 |
| "Supplier's Proposals" | 1. has the meaning given to it in Paragraph 6.3 of this Schedule;
 |

1. BCDR Plan
	1. The Buyer and the Supplier recognise that, where specified in Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
	2. At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer’s written approval a plan (a **“BCDR Plan”**), which shall detail the processes and arrangements that the Supplier shall follow to:
		1. ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
		2. the recovery of the Deliverables in the event of a Disaster
	3. The BCDR Plan shall be divided into three sections:
		1. Section 1 which shall set out general principles applicable to the BCDR Plan;
		2. Section 2 which shall relate to business continuity (the **"Business Continuity Plan"**); and
		3. Section 3 which shall relate to disaster recovery (the **"Disaster Recovery Plan"**).
	4. Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
2. General Principles of the BCDR Plan (Section 1)
	1. Section 1 of the BCDR Plan shall:
		1. set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
		2. provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
		3. contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
		4. detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
		5. contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
		6. contain a risk analysis, including:
			1. failure or disruption scenarios and assessments of likely frequency of occurrence;
			2. identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
			3. identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
			4. a business impact analysis of different anticipated failures or disruptions;
		7. provide for documentation of processes, including business processes, and procedures;
		8. set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
		9. identify the procedures for reverting to "normal service";
		10. set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
		11. identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
		12. provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer’s business continuity plans.
	2. The BCDR Plan shall be designed so as to ensure that:
		1. the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
		2. the adverse impact of any Disaster is minimised as far as reasonably possible;
		3. it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
		4. it details a process for the management of disaster recovery testing.
	3. The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
	4. The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI’s) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.
3. Business Continuity (Section 2)
	1. The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
		1. the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
		2. the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
	2. The Business Continuity Plan shall:
		1. address the various possible levels of failures of or disruptions to the provision of Deliverables;
		2. set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
		3. specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI’s) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
		4. set out the circumstances in which the Business Continuity Plan is invoked.
4. Disaster Recovery (Section 3)
	1. The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
	2. The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
		1. loss of access to the Buyer Premises;
		2. loss of utilities to the Buyer Premises;
		3. loss of the Supplier's helpdesk or CAFM system;
		4. loss of a Subcontractor;
		5. emergency notification and escalation process;
		6. contact lists;
		7. staff training and awareness;
		8. BCDR Plan testing;
		9. post implementation review process;
		10. any applicable Performance Indicators (PI’s) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI’s) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
		11. details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
		12. access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
		13. testing and management arrangements.
5. Review and changing the BCDR Plan
	1. The Supplier shall review the BCDR Plan:
		1. on a regular basis and as a minimum once every six (6) Months;
		2. within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
		3. where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer’s written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer’s approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer’s prior written approval.
	2. Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
	3. The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
	4. Following receipt of the Review Report and the Supplier’s Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
	5. The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier’s expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.
6. Testing the BCDR Plan
	1. The Supplier shall test the BCDR Plan:
		1. regularly and in any event not less than once in every Contract Year;
		2. in the event of any major reconfiguration of the Deliverables
		3. at any time where the Buyer considers it necessary (acting in its sole discretion).
	2. If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer’s requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
	3. The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
	4. The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
	5. The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
		1. the outcome of the test;
		2. any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
		3. the Supplier's proposals for remedying any such failures.
	6. Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.
7. Invoking the BCDR Plan
	1. In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.
8. Circumstances beyond your control
	1. The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

**Call-Off Schedule 9 (Security)**

**Part A: Short Form Security Requirements**

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

|  |  |
| --- | --- |
| **"Breach of Security"** | 1. the occurrence of:
	1. any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or
	2. the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,
2. in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;
 |
| **"Security Management Plan"**  | 1. the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.
 |

1. **Complying with security requirements and updates to them**
	1. The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
	2. The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
	3. Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
	4. If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
	5. Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.
2. **Security Standards**
	1. The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.

* 1. The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
		1. is in accordance with the Law and this Contract;
		2. as a minimum demonstrates Good Industry Practice;
		3. meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
		4. where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
	2. The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
	3. In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.
1. **Security Management Plan**

* 1. **Introduction**

* + 1. The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

* 1. **Content of the Security Management Plan**

* + 1. The Security Management Plan shall:
			1. comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
			2. identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
			3. detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer’s Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
			4. be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer’s Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
			5. set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;

* + - 1. set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and

* + - 1. be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

* 1. **Development of the Security Management Plan**

* + 1. Within twenty (20)Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.

* + 1. If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

* + 1. The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
		2. Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

* 1. **Amendment of the Security Management Plan**

* + 1. The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
			1. emerging changes in Good Industry Practice;
			2. any change or proposed change to the Deliverables and/or associated processes;
			3. where necessary in accordance with paragraph 2.2, any change to the Security Policy;
			4. any new perceived or changed security threats; and
			5. any reasonable change in requirements requested by the Buyer.

* + 1. The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
			1. suggested improvements to the effectiveness of the Security Management Plan;
			2. updates to the risk assessments; and
			3. suggested improvements in measuring the effectiveness of controls.

* + 1. Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.

* + 1. The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.
1. **Security breach**

* 1. Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

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

* + 1. immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
			1. minimise the extent of actual or potential harm caused by any Breach of Security;
			2. remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
			3. prevent an equivalent breach in the future exploiting the same cause failure; and
			4. as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.
	1. In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

Call-Off Schedule 11 (Installation Works)

1. When this Schedule should be used
	1. This Schedule is designed to provide additional provisions necessary to facilitate the provision Deliverables requiring installation by the Supplier.
2. **How things must be installed**
	1. Where the Supplier reasonably believes, it has completed the Installation Works it shall notify the Buyer in writing. Following receipt of such notice, the Buyer shall inspect the Installation Works and shall, by giving written notice to the Supplier:
		1. accept the Installation Works, or
		2. reject the Installation Works and provide reasons to the Supplier if, in the Buyer’s reasonable opinion, the Installation Works do not meet the requirements set out in the Call-Off Order Form (or elsewhere in this Contract).
	2. If the Buyer rejects the Installation Works in accordance with Paragraph 2.1.2, the Supplier shall immediately rectify or remedy any defects and if, in the Buyer’s reasonable opinion, the Installation Works do not, within five (5) Working Days of such rectification or remedy, meet the requirements set out in the Call-Off Order Form (or elsewhere in this Contract), the Buyer may terminate this Contract for material Default.
	3. The Installation Works shall be deemed to be completed when the Supplier receives a notice issued by the Buyer in accordance with Paragraph 2.2.1 Notwithstanding the acceptance of any Installation Works in accordance with Paragraph 2.2), the Supplier shall remain solely responsible for ensuring that the Goods and the Installation Works conform to the specification in the Call-Off Order Form (or elsewhere in this Contract). No rights of estoppel or waiver shall arise as a result of the acceptance by the Buyer of the Installation Works.
	4. Throughout the Contract Period, the Supplier shall have at all times all licences, approvals and consents necessary to enable the Supplier and the Supplier Staff to carry out the Installation Works.

Call-Off Schedule 14 (Service Levels)

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

|  |  |
| --- | --- |
| “Critical Service Level Failure” | has the meaning given to it in the Order Form; |
| "Service Credits" | 1. any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
 |
| "Service Credit Cap" | 1. has the meaning given to it in the Order Form;
 |
|  |  |
| "Service Level Failure" | 1. means a failure to meet the Service Level Performance Measure in respect of a Service Level;
 |
| "Service Level Performance Measure" | 1. shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
 |
| "Service Level Threshold" | 1. shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.
 |

1. What happens if you don’t meet the Service Levels
	1. The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
	2. The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier’s failure to meet any Service Level Performance Measure.
	3. The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
	4. A Service Credit shall be the Buyer’s exclusive financial remedy for a Service Level Failure except where:
		1. the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
		2. the Service Level Failure:
			1. exceeds the relevant Service Level Threshold;
			2. has arisen due to a Prohibited Act or wilful Default by the Supplier;
			3. results in the corruption or loss of any Government Data; and/or
			4. results in the Buyer being required to make a compensation payment to one or more third parties; and/or
		3. the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).
	5. Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months’ notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
		1. the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
		2. the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
		3. there is no change to the Service Credit Cap.
2. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

* 1. any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
	2. the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("Compensation for Critical Service Level Failure"),

provided that the operation of this paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

* 1. is likely to or fails to meet any Service Level Performance Measure; or
	2. is likely to cause or causes a Critical Service Failure to occur,

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

* + 1. require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
		2. instruct the Supplier to comply with the Rectification Plan Process;
		3. if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
		4. if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).
1. Service Credits
	1. The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
	2. Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

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

| Service Level Performance Criterion | Key Indicator | Service Level Performance Measure |
| --- | --- | --- |
| Accurate and timely billing of Buyer | Invoice sent to supplier within 30 days of purchase. | at least 98% within reporting period. |
| Access to Buyer support | Availability to support the buyer.* All aftersales queries on products replied within 1 working day.
* All sales orders to be acknowledged within 1 working day.
 | at least 98% within reporting period. |
| Delivery | Delivery of purchased items will be delivered in accepted timescale provided by the supplier at time of purchase. | At least 95% of deliveries will be delivered within agreed timescales |
| Supplier Meetings | The supplier will engage in quarterly meeting with the buyer, this will be at an agreed time to review the performance of the contract and agree to any required actions including review of the monthly MI report. | The supplier will engage in the quarterly meetings and show progress to any actions if required. |

Part B: Performance Monitoring

1. Performance Monitoring and Performance Review
	1. Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
	2. The Supplier shall provide the Buyer with performance monitoring reports ("Performance Monitoring Reports") in accordance with the process and timescales agreed pursuant to paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
		1. for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
		2. a summary of all failures to achieve Service Levels that occurred during that Service Period;
		3. details of any Critical Service Level Failures;
		4. for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
		5. the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
		6. such other details as the Buyer may reasonably require from time to time.
	3. The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
		1. take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
		2. be attended by the Supplier's Representative and the Buyer’s Representative; and
		3. be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer’s Representative and any other recipients agreed at the relevant meeting.
	4. The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer’s Representative at each meeting.
	5. The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.
2. Satisfaction Surveys

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

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

# Definitions

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

|  |  |
| --- | --- |
| **"Operational Board"** | the board established in accordance with paragraph 4.1 of this Schedule; |
| **"Project Manager"** | the manager appointed in accordance with paragraph 2.1 of this Schedule; |

# Project Management

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

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

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

1. Role of the Supplier Contract Manager
	1. The Supplier's Contract Manager's shall be:

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

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

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

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

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

# Role of the Operational Board

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

##  The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.

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

##  Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member’s attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.

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

1. Contract Risk Management
	1. Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
	2. The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:

### the identification and management of risks;

* + 1. the identification and management of issues; and
		2. monitoring and controlling project plans.
	1. The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
	2. The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer's and the Supplier have identified.

**Call-Off Schedule 18 (Background Checks)**

1. When you should use this Schedule

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

1. Definitions

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

1. Relevant Convictions
	* 1. The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.
		2. Notwithstanding Paragraph 2.1.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):
			1. carry out a check with the records held by the Department for Education (DfE);
			2. conduct thorough questioning regarding any Relevant Convictions; and
			3. ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

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

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

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

**Office Supplies – Department for Education**

**Introduction**

1. The Department for Education (DfE) is responsible for education, children’s services, higher and further education policy, apprenticeships and wider skills in England. We work to achieve a highly educated society in which opportunity is equal for all, no matter what their background or family circumstances.
2. Operations Group is responsible for the main corporate functions of the department including analysis, commercial, data, estates and security, finance, human resources, international education, performance, technology and the governance and relationship standards with the DfE’s public bodies. It also has responsibility for our capital funding programme. Its objectives are to ensure that the department:
* ensure that the department is sufficiently resourced (people, data / information, finance, IT) and organised right to deliver its business objectives
* ensure that efficient and effective systems and processes, driven by customer needs, underpin our services
* deliver the department's objectives for the school estate so that all children can access a good school place and learn in good quality, safe environments.
1. The Estates and Security Division are responsible for ensuring that our buildings are fit for purpose and secure, facilities services are effective and efficient and working environments support the way the department needs to work.

**Description of requirement**

* 1. The Department for Education (“DfE”) is seeking to establish a contract for the provision of Office Supplies via the Crown Commercial Service (“CCS”) Framework Agreement reference RM6119.
	2. The estimated value of the contract is £150,000 for the duration of the contract. However, due to the ongoing pandemic, there is a level of uncertainty for the volume of requirement in the coming months. The contract will support any further requirements of office supplies as the situation evolves. Orders will be placed on an ad hoc basis as requirements materialise.
	3. Items must be available for purchase individually in quantities of 1’s and 2’s as well as larger bulk purchases.
	4. There may be occasion when we will require the supplier to source a specific product or individual specification of a product.
	5. The supplier will need to agree to reasonable lead times of delivery to ensure products can be supplied to DfE in an efficient timescale. There will be times where orders need to adhere to strict timescales to ensure business continuity,
	6. The supplier has confirmed compliance with the specification set out by CCS which acts as an umbrella document to this contract.

**Core List**

4.1 The products listed in RM6059 Office shall become the Core List for DfE. The Supplier shall:

(a) ensure that all products in the Core are available from the contract start date, and throughout the contract period.

(b) identify opportunities to rationalise and standardise the products in the core list in order to demonstrate value for money.

(c) offer new, innovative and cost-effective products to be considered for inclusion in the core list as a result of developments in the furniture market.

(d) review the core list to identify items that are no longer relevant to the furniture market, and that should be considered for removal.

**Non-Core Products**

5.1 In addition to the core list, the Supplier shall make available to the DfE additional Goods and Services which includes accessibility equipment/furniture. These products shall be known as Non-Core Products. With DfE approval, products in high demand may be transferred from the Non-Core to Core List.

**Delivery**

* 1. There are 12 DfE sites which may require delivery of office supplies, these are listed below.

|  |  |
| --- | --- |
| Bristol | 2 Rivergate, Temple Quay, Bristol, BS1 6EH |
| Coventry | Cheylesmore House, 5 Quinton Road, Coventry, CV1 2WT |
| Darlington | Bishopsgate House, Feethams, Darlington, DL1 5QE |
| London | Sanctuary Buildings, Great Smith Street, London, SW1P 3BT |
| Manchester | Piccadilly Gate, Store Street, Manchester, M1 2WD |
| Nottingham | Agora, 6 Cumberland Place, Nottingham, NG1 6HJ |
| Sheffield | 2 St Pauls Place, 125 Norfolk Street, Sheffield, S1 2FJ |
| Cambridge | Eastbrook, Shaftesbury Road, Cambridge, CB2 8DR​​​​​​​ |
| Croydon | Trafalgar House, 1 Bedford Park, Croydon, CR0 2AQ  |
| Leeds | The Cube, 123 Albion Street, Leeds, LS2 8ER  |
| Newcastle | Floor 2, Newcastle Civic Centre, Barras Bridge, Newcastle upon Tyne, NE1 8QH  |
| Watford |  34 Clarendon Road, Watford, WD17 1JJ |