

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

CALL-OFF REFERENCE: **P2429**

THE BUYER: **HM Treasury**

BUYER ADDRESS **1 Horse Guards Rd, London, SW1A 2HQ**

THE SUPPLIER: **SPECSAVERS OPTICAL SUPERSTORES LIMITED**

SUPPLIER ADDRESS: **Forum 6 Parkway, Solent Business Park
Whiteley
Fareham
PO15 7PA
England**

REGISTRATION NUMBER: **01721624**

DUNS NUMBER: **294612015**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 09 April 2024.

It's issued under the Framework Contract with the reference number for the provision of Eyecare Services.

CALL-OFF LOT(S):
Lot 5.

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) RM6182.
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6182
 - 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 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for RM6182
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.8)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6182

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

The following Special Terms are incorporated into this Call-Off Contract:
None.

CALL-OFF START DATE: 03 May 2024

CALL-OFF EXPIRY DATE: 02 May 2026

CALL-OFF INITIAL PERIOD: 2 Years

CALL-OFF EXTENSION OPTIONS: 2 periods of 1 years (1 year + 1 Year)

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 £11,200 ex VAT Estimated Charges in the first 12 months of the Contract.

CALL-OFF CHARGES

The Supplier's prices, rates and discounts are as per Call-Off Schedule 5 (Pricing Details).

The Buyer reserves the option to extend the call-off contract by 2 periods of 1 years. The maximum call-off contract value is £44,800 ex-VAT including all extension options. The Buyer does not commit to any minimum service volumes or spend under this call-off contract.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Each part of the Buyer will be responsible for paying for their own use of the Service. Therefore, invoicing should be submitted monthly to the following Buyer contacts:

HM Treasury including OBR and NIC: REDACTED TEXT FOIA Section 40, Personal Information

Government Internal Audit Agency: REDACTED TEXT FOIA Section 40, Personal Information

UK Debt Management Office: UK Debt Management Office, 21 Mincing Lane, London EC3R 7AG by email to **REDACTED TEXT FOIA Section 43, Commercial interests**

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED TEXT FOIA Section 40, Personal Information

1 Horse Guard's Road,
London, SW1A 2HQ

BUYER'S ENVIRONMENTAL POLICY

Not Applicable

BUYER'S SECURITY POLICY

As per the Call Off Schedule 20 and Call off Schedule 9.

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED TEXT FOIA Section 40, Personal Information

Specsavers Cirrus House, 10 Experian Way
Nottingham. NG2 1EP

SUPPLIER'S CONTRACT MANAGER

REDACTED TEXT FOIA Section 40, Personal Information

Specsavers Cirrus House, 10 Experian Way
Nottingham. NG2 1EP

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month]

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter]

KEY STAFF

REDACTED TEXT FOIA Section 40, Personal Information

1 Horse Guard's Road,
London, SW1A 2HQ

REDACTED TEXT FOIA Section 40, Personal Information

Specsavers Cirrus House, 10 Experian Way
Nottingham. NG2 1EP

REDACTED TEXT FOIA Section 40, Personal Information

Specsavers Cirrus House, 10 Experian Way
Nottingham. NG2 1EP

KEY SUBCONTRACTOR(S)

NEXU

COMMERCIALLY SENSITIVE INFORMATION

See details in Joint Schedule 4 (Commercially Sensitive Information).

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable.

| |
|--|
| Signed - via DocuSign |
| Supplier <Supplier Sign Here> |
| REDACTED TEXT FOIA Section 40, Personal Information |
| Buyer REDACTED TEXT FOIA Section 40, Personal Information |
| |

Joint Schedule 11 (Processing Data)**Status of the Controller**

- .1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA. A Party may act as:

- .1.1 “Controller” in respect of the other Party who is “Processor”;
- .1.2 “Processor” in respect of the other Party who is “Controller”;
- .1.3 “Joint Controller” with the other Party;
- .1.4 “Independent Controller” of the Personal Data where there other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

- .2 Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
- .3 The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
- .4 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - .4.1 a systematic description of the envisaged Processing and the purpose of the Processing;
 - .4.2 an assessment of the necessity and proportionality of the Processing in relation to the Services;
 - .4.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - .4.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- .5 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
 - .5.1 Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - .5.2 ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (a) nature of the data to be protected;



- (b) harm that might result from a Personal Data Breach;
- (c) state of technological development; and
- (d) cost of implementing any measures;

.5.3 ensure that :

- (a) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
- (b) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (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 Controller or as otherwise permitted by the Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data;

.5.4 not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- (a) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
- (b) the Data Subject has enforceable rights and effective legal remedies;
- (c) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
- (d) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and



- .5.5 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- .6 Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
 - .6.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - .6.2 receives a request to rectify, block or erase any Personal Data;
 - .6.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - .6.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - .6.5 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
 - .6.6 becomes aware of a Personal Data Breach.
- .7 The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
- .8 Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
 - .8.1 the Controller with full details and copies of the complaint, communication or request;
 - .8.2 such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - .8.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - .8.4 assistance as requested by the Controller following any Personal Data Breach; and/or
 - .8.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.



- .9 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- .9.1 the Controller determines that the Processing is not occasional;
 - .9.2 the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - .9.3 the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- .10 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- .11 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- .12 Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- .12.1 notify the Controller in writing of the intended Subprocessor and Processing;
 - .12.2 obtain the written consent of the Controller;
 - .12.3 enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - .12.4 provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- .13 The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- .14 The Relevant Authority may, at any time on not less than 30 Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- .15 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

- .16 In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary

to comply with GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11 (*Processing Data*).

Independent Controllers of Personal Data

- .17 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
- .18 Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- .19 Where a Party has provided Personal Data to the other Party in accordance with paragraph 7 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- .20 The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
- .21 The Parties shall only provide Personal Data to each other:
 - .21.1 to the extent necessary to perform their respective obligations under the Contract;
 - .21.2 in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and
 - .21.3 where it has recorded it in Annex 1 (*Processing Personal Data*).
- .22 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.
- .23 A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.



- .24 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
- .24.1 the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
- .24.2 where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
- (a) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (b) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- .25 Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
- .25.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
- .25.2 implement any measures necessary to restore the security of any compromised Personal Data;
- .25.3 work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
- .25.4 not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- .26 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
- .27 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).

- .28 Notwithstanding the general application of paragraphs 2 to 15 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 16 to 27 of this Joint Schedule 11.

Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

- 1.1.1.1 The contact details of the Relevant Authority's Data Protection Officer are: **REDACTED TEXT FOIA Section 40, Personal Information**
- 1.1.1.2 The contact details of the Supplier's Data Protection Officer are: **REDACTED TEXT FOIA Section 40, Personal Information**
- 1.1.1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.1.1.4 Any such further instructions shall be incorporated into this Annex.

| Description | Details |
|---|---|
| Identity of Controller for each Category of Personal Data | <p>1. The Relevant Authority is Controller and the Supplier is Processor The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> • Name • DOB • Phone number • Email address • Medical information relating to vision • Home Address |
| Duration of the Processing | <i>Duration of the contract.</i> |



| | |
|--|---|
| Nature and purposes of the Processing | <p>For all Services described in this requirement, the Supplier shall provide the Authority with access to obtain advice, process data and support for, including but not limited to the following:</p> <ul style="list-style-type: none">• Number of and date of eyesight tests provided to each individual• The type of lenses recommended and provided to each individual• Workplace trauma affecting vision |
| Type of Personal Data | <ul style="list-style-type: none">• Name• DOB• Phone number• Email address• Medical information relating to vision• Home Address |
| Categories of Data Subject | <ul style="list-style-type: none">• <i>Staff (including volunteers, agents, and temporary workers),</i>• <i>Agency Workers</i>• <i>Trainees and/or Students working in the Authority's organisation but may or may not be directly employed.</i> |
| <p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p> | <ul style="list-style-type: none">• <i>For the duration of the contract. Data will be transferred to the new supplier as part of the exit plan (within 2 weeks of contract expiry).</i> |

Annex 2 - Joint Controller Agreement – NOT APPLICABLE TO THIS REQUIREMENT.

1. Joint Controller Status and Allocation of Responsibilities

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 2-15 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 7-27 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

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

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

must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

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

2. Undertakings of both Parties

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

- (a) report to the other Party every [x] months on:
 - (i) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
 - (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
 - (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
 - (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
 - (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

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

- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by

Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;

- (e) request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
- (g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
 - (i) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information
 - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so;
 - (iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:
 - (i) nature of the data to be protected;
 - (i) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or

delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and

- (i) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations

3. Data Protection Breach

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

(a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation;

(b) all reasonable assistance, including:

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

3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a

result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

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

4. Audit

4.1 The Supplier shall permit:

the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or

- the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Services.

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

5. Impact Assessments

5.1 The Parties shall:

- (a) provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed

information and assessments in relation to Processing operations, risks and measures); and

- (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 GDPR.

6. ICO Guidance

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

7. Liabilities for Data Protection Breach

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

- if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
- if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
- if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties

equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (*Resolving disputes*).

7.2 If either the Relevant Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction (“**Court**”) by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the “**Claim Losses**”):

if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;

- if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
- if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.

7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Relevant Authority and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Relevant Authority.

8. Termination

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

9. Sub-Processing

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



(a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and

(b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

10. Data Retention

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

Joint Schedule 6 (Key Subcontractors)



1. Restrictions on certain subcontractors

- i. The Supplier is entitled to sub-contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.
- ii. The Supplier is entitled to sub-contract its obligations under a Call-Off Contract to Key Subcontractors listed in the Framework Award Form who are specifically nominated in the Order Form.
- iii. Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to section 18 of the Framework Award Form. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - i. the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - ii. the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - iii. the proposed Key Subcontractor employs unfit persons.
- iv. The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
 - i. the proposed Key Subcontractor's name, registered office and company registration number;
 - ii. the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - iii. where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - iv. for CCS, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;
 - v. for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and



- vi. (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.
- v. If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:
 - i. a copy of the proposed Key Sub-Contract; and
 - ii. any further information reasonably requested by CCS and/or the Buyer.
- vi. The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
 - i. provisions which will enable the Supplier to discharge its obligations under the Contracts;
 - ii. a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;
 - iii. a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
 - iv. a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;
 - v. obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Framework Contract in respect of:
 - 1. the data protection requirements set out in Clause 14 (Data protection);
 - 2. the FOIA and other access request requirements set out in Clause 16 (When you can share information);
 - 3. the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
 - 4. the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - 5. the conduct of audits set out in Clause 6 (Record keeping and reporting);
 - vi. provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and
 - vii. a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to

the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.

Call-Off Schedule 2 (Staff Transfer)

1. Definitions

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

"Employee Liability"

1 all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-contractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;
- f) claims whether in tort, contract or statute or otherwise;

any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or

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| | supervisory body and of implementing any requirements which may arise from such investigation; |
| "Former Supplier" | a supplier supplying the Deliverables to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Sub-contractor of such supplier (or any Sub-contractor of any such Sub-contractor); |
| "Partial Termination" | the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract); |
| "Relevant Transfer" | a transfer of employment to which the Employment Regulations applies; |
| "Relevant Transfer Date" | in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Commencement Date, where appropriate; |
| "Supplier's Final Supplier Personnel List" | a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date; |
| "Supplier's Provisional Supplier Personnel List" | a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier; |

**"Staffing
Information"**

in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Laws), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement, gender and place of work;
- (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of

relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and

- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

"Term" the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;

"Transferring Buyer Employees" those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date;

"Transferring Former Supplier Employees" in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date.

2. INTERPRETATION

Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be and where the Sub-contractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

3. Which parts of this Schedule apply

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

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

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 Subject to Paragraphs 1.3, 1.4 and 1.5, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then:
 - 1.2.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;
 - 1.2.2 the Buyer may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;
 - 1.2.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
 - 1.2.4 if after the period referred to in Paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4:
 - (a) the Buyer will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2; and
 - (b) the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2.
- 1.3 The indemnities in Paragraph 1.2 shall not apply to any claim:
 - 1.3.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or Sub-contractor; or

- 1.3.2 any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure
- 1.4 The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date.
- 1.5 If the Supplier and/or the Sub-contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-contractor.

2. Limits on the Former Supplier's obligations

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

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

- 1.1 The Supplier agrees that within 20 Working Days of the earliest of:
 - 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
 - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
 - 1.1.3 the date which is 12 Months before the end of the Term; and
 - 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),it shall provide in a suitably anonymised format so as to comply with the Data Protection Laws, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.
- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement



Supplier and/or any Replacement Sub-contractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.
- 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall, unless otherwise instructed by the Buyer (acting reasonably):

not replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);

- 1.5.1 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.2 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.3 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);



- 1.5.4 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;
- 1.5.5 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor;
- 1.5.6 give the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Sub-contractor in respect of persons expected to be Transferring Supplier Employees;
- 1.5.7 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
- 1.5.8 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;
- 1.5.9 not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));
- 1.5.10 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
- 1.5.11 fully fund any Broadly Comparable pension schemes set up by the Supplier;
- 1.5.12 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);
- 1.5.13 promptly provide to the Buyer such documents and information mentioned in Paragraph 3.1.1 of Part D: Pensions which the



- Buyer may reasonably request in advance of the expiry or termination of this Contract; and
- 1.5.14 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract.
- 1.6 On or around each anniversary of the Effective Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:
- 1.6.1 the numbers of employees engaged in providing the Services;
- 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
- 1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and
- 1.6.4 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
- 1.7.1 the most recent month's copy pay slip data;
- 1.7.2 details of cumulative pay for tax and pension purposes;
- 1.7.3 details of cumulative tax paid;
- 1.7.4 tax code;
- 1.7.5 details of any voluntary deductions from pay; and
- 1.7.6 bank/building society account details for payroll purposes.

2. Staff Transfer when the contract ends

- 2.1 A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disappplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.
- 2.4 The indemnity in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date.
- 2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations then.
- 2.5.1 the Replacement Supplier and/or Replacement Sub-contractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
- 2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-contractor;

- 2.5.3 if such offer of employment is accepted, the Replacement Supplier and/or Replacement Sub-contractor shall immediately release the person from its employment;
- 2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Sub-contractor may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Replacement Supplier's and/or Replacement Sub-contractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5.

- 2.6 The indemnity in Paragraph 2.5 shall not apply to:
 - 2.6.1 (a) any claim for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief, or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor, or
 - 2.6.2 (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure.
- 2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.
- 2.8 If at any point the Replacement Supplier and/or Replacement Sub-contract accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.
- 2.9 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.10 Subject to Paragraph 2.9, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any



Replacement Sub-contractor and its Sub-contractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.

- 2.11 The indemnity in Paragraph 2.10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- vii. In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- viii. Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- ix. Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

| No. | Date | Item(s) | Duration of Confidentiality |
|-----|---------|---------|-----------------------------|
| | 22/4/24 | Pricing | Duration of contract |

Call-Off Schedule 5 (Pricing Details)

REDACTED TEXT FOIA Section 43, Commercial interests

Call-Off Schedule 9 (Security)

Part A: Short Form Security Requirements

1. Definitions

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

| | |
|-----------------------------------|---|
| "Breach of Security" | <p>1 the occurrence of:</p> <ul style="list-style-type: none"> a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, <p>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;</p> |
| "Security Management Plan" | <p>3 the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.</p> |

2. Complying with security requirements and updates to them

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



- 2.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.4 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.
- 2.5 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.

3. Security Standards

- 3.1 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.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
 - 3.2.1 is in accordance with the Law and this Contract;
 - 3.2.2 as a minimum demonstrates Good Industry Practice;
 - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - 3.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 3.3 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.
- 3.4 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.

4. Security Management Plan

4.1 Introduction

- 4.1.1 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.



4.2 Content of the Security Management Plan

4.2.1 The Security Management Plan shall:

- a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
- b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
- c) 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;
- d) 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;
- e) 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;
- f) 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
- g) 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.

4.3 Development of the Security Management Plan

- ### 4.3.1
- 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.

- 4.3.2 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.
- 4.3.3 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.
- 4.3.4 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.

4.4 Amendment of the Security Management Plan

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
- a) emerging changes in Good Industry Practice;
 - b) any change or proposed change to the Deliverables and/or associated processes;
 - c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
 - d) any new perceived or changed security threats; and
 - e) any reasonable change in requirements requested by the Buyer.
- 4.4.2 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:
- a) suggested improvements to the effectiveness of the Security Management Plan;

- b) updates to the risk assessments; and
 - c) suggested improvements in measuring the effectiveness of controls.
- 4.4.3 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.
- 4.4.4 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.

5. Security breach

- 5.1 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.
- 5.2 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:
 - 5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
 - a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - b) remedy such Breach of Security 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;
 - c) prevent an equivalent breach in the future exploiting the same cause failure; and
 - d) 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.
- 5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the 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 10 (Exit Management)

Definitions

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

| | |
|-------------------------------|---|
| "Exclusive Assets" | ● Supplier Assets used exclusively by the Supplier or Key Subcontractors in the provision of the Deliverables; |
| "Exit Information" | ● has the meaning given to it in Paragraph 3.1 of this Schedule; |
| "Exit Manager" | ● the person appointed by each Party to manage their respective obligations under this Schedule; |
| "Net Book Value" | ● the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice); |
| "Non-Exclusive Assets" | ● those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractors for other purposes; |
| "Registers" | ● the register and configuration database referred to in Paragraph 2.2 of this Schedule; |
| "Replacement Goods" | ● any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether |

those goods are provided by the Buyer internally and/or by any third party;

"Replacement Services"

- any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;

"Termination Assistance"

- the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;

"Termination Assistance Notice"

- has the meaning given to it in Paragraph 5.1 of this Schedule;

"Termination Assistance Period"

- the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;

"Transferable Assets"

- Exclusive Assets which are capable of legal transfer to the Buyer;

"Transferable Contracts"

- Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;

"Transferring Assets"

- has the meaning given to it in Paragraph 8.2.1 of this Schedule;

"Transferring Contracts"

- has the meaning given to it in Paragraph 8.2.3 of this Schedule.

6. Supplier must always be prepared for contract exit

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

- ii. During the Contract Period, the Supplier shall promptly:
 - i. create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
 - ii. create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables

("Registers").

- iii. The Supplier shall:
 - i. ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
 - ii. procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.
- iv. Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

7. Assisting re-competition for Deliverables

- i. The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the **"Exit Information"**).
- ii. The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- iii. The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).

- iv. The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

8. Exit Plan

- i. The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- ii. The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- iii. The Exit Plan shall set out, as a minimum:
 - i. a detailed description of both the transfer and cessation processes, including a timetable;
 - ii. how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
 - iii. details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - iv. proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
 - v. proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
 - vi. proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
 - vii. proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
 - viii. proposals for the disposal of any redundant Deliverables and materials;
 - ix. how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - x. any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

- iv. The Supplier shall:
 - i. maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - 1. every six (6) months throughout the Contract Period; and
 - 2. no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - 3. as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
 - 4. as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
 - ii. jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
 - v. Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
 - vi. A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

9. Termination Assistance

- i. The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
 - i. the nature of the Termination Assistance required; and
 - ii. the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.
- ii. The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise

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

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

10. Termination Assistance Period

- i. Throughout the Termination Assistance Period the Supplier shall:
 - i. continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
 - ii. provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
 - iii. use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - iv. subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
 - v. at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
 - vi. seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- ii. If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- iii. If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.



11. Obligations when the contract is terminated

- i. The Supplier shall comply with all of its obligations contained in the Exit Plan.
- ii. Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
 - i. vacate any Buyer Premises;
 - ii. remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
 - iii. provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
 - 1. such information relating to the Deliverables as remains in the possession or control of the Supplier; and
 - 2. such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
- iii. Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

12. Assets, Sub-contracts and Software

- i. Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
 - i. terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
 - ii. (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.



- ii. Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:
 - i. which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
 - ii. which, if any, of:
 - 1. the Exclusive Assets that are not Transferable Assets; and
 - 2. the Non-Exclusive Assets,the Buyer and/or the Replacement Supplier requires the continued use of; and
- iii. which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),
in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.
- iii. With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- iv. Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- v. Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
 - i. procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - ii. procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- vi. The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.



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

13. No charges

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

14. Dividing the bills

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

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

Contract Reference: P2429 - Eyecare Provision for HM Treasury Group

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1. PURPOSE

- 1.1 The purpose of this requirement is to provide HM Treasury Group (hereinafter referred to as the “Authority”) with an Eyecare Service provision. The Supplier shall provide eyesight testing Service for Visual Display Unit (VDU) users that meets the Health and Safety (Display Screen Equipment) Regulations 1992 (as amended in 2002)

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The Authority is the United Kingdom’s economics and finance ministry responsible for formulating and implementing the Government’s financial and economic policy. The Authority provides corporate services to approximately 2816 people which includes core Treasury and other Agencies/arms-length bodies. The Agencies are Office of Budget Responsibility (OBR), National Infrastructure Commission (NIC), Government Internal Audit Agency (GIAA), and UK Debt Management Office (DMO).
- 2.2 The majority of staff (HM Treasury, NIC and OBR) work in the Authority’s Central London headquarters at:
1 Horse Guard’s Road, London SW1A 2HQ, with a small numbers based at
- 2.3 Rosebery Court, St Andrew’s Business Park, Norwich, NR7 0HS and Feethams House, Darlington DL1 5AD
GIAA’s main office is 7th Floor, 10 Victoria Street, London, SW1H 0NB10, with staff based around the whole of the UK.
- 2.4 UK Debt Management Office is based at The Minster Building, 21 Mincing Lane, London EC3R 7AG.

BACKGROUND TO REQUIREMENT

- 3.1 The requirement is for the provision of corporate Eye Care Services. The Service shall enable the Authority to fulfil its legislative requirements and maintain a duty of care as a responsible employer through the provision of eye examinations and adequate spectacles when using Display Screen Equipment.
- 3.1.1 The Supplier shall satisfy statutory obligations in complying with the Health and Safety (Display Screen Equipment) Regulations 1992, Eyes and Eyesight Regulation 5 (as amended by the health and safety (miscellaneous amendments) regulations 2002, plus adherence to any relevant future regulations (amendments or new).
- 3.1.2 The existing contractual arrangements expires on 2nd May 2024. To meet the legal obligations set out in para 3.1.1. the Authority therefore requires a new contract for the supply of Eyecare services to commence from 03rd May 2024.

DEFINITIONS

| Expression or Acronym | Definition |
|-----------------------|--|
| Authority | means HM Treasury Group |
| OBR | means Office of Budget Responsibility |
| NIC | means National Infrastructure Commission |
| GIAA | means Government Internal Audit Agency |
| DMO | means UK Debt Management Office |
| DSE | Display Screen Equipment |
| VDU | Visual Display Unit |

SCOPE OF REQUIREMENT

Core Requirements

The Supplier shall provide the core requirements which shall include a wide range of sight tests and DSE eyewear:

- DSE eyesight tests;
- Lenses;
- Prescription spectacles;
- Vari or bifocal lenses where the DSE prescription identifies the need.

Provision of after sales service and warranties.

Provision of access to a network of opticians in each UK geographic region.

Provision of an online portal and telephone support Services.

Exclusions

The Supplier shall not be required to provide the following to the Authority's Personnel:

- Contact lenses;
- Re-glazing of existing frames;
- Driving lenses and frames;
- Insurance cover (breakage, damage and loss).

THE REQUIREMENT – DISPLAY SCREEN EQUIPMENT AND EYE CARE SERVICES

DISPLAY SCREEN EQUIPMENT (DSE) EYE CARE

The Supplier shall provide each of the following mandatory requirements.

DSE Eyesight Tests

The Supplier shall carry out an eyesight test for VDU Users, which meets the Health and Safety (Display Screen Equipment) Regulations 1992 Eyes and Eyesight Regulation 5 (as amended by the health and safety (miscellaneous amendments) regulations 2002 and adherence to any relevant future regulations (amendments or new).

The Supplier shall update all the Authority's Personnel patient prescription records with the results of the eyesight test and the prescription shall be securely and confidentially stored by the Supplier. A copy of the prescription shall additionally be provided to the Authority's Personnel.

The Supplier shall book and execute eyesight tests in accordance with agreed Authority's authorisation procedures. Only bookings and tests made in accordance with such authorisation processes shall be binding. The Supplier shall agree such authorisation processes during the Call Off Contract.

The Supplier shall offer each of the Authority's Personnel an eyesight test every 2 (two) years or sooner should the test result recommend the next test is had sooner than 2 years.

The Supplier shall notify the Authority's Personnel to whom they have previously provided an eyesight test in the past two years, or other such time frame as agreed between the Parties, that they are due for a repeat eyesight test. Such notifications shall be at least three (3) months in advance of such eyesight test being due.

The Supplier shall provide an eyesight test to any of the Authority's Personnel when approved by an authorised representative(s) of the Authority, even if such tests are not normally due.

Lenses

The Supplier shall dispense the following lenses to all the Authority's Personnel who are given a prescription for such lenses as part of an eye test performed by the supplier:

- single lenses;
- bifocal lenses;

- progressive lenses.

The Supplier shall ensure that all lenses conform to CR39.

Provision of Prescription Spectacles (Frames and Lenses)

The Supplier shall provide to each prescribed Authority's Personnel, one pair of spectacles (this is to include single vision, bi-focal and/or progressive lenses for Display Screen Equipment (DSE)).

The Supplier shall be responsible for the correct fitting of the prescription spectacles provided to the Authority's Personnel.

The Supplier shall provide a standard range of spectacle frames, which consists of a minimum choice of ten (10) spectacle frames for men and ten (10) spectacle frames for women.

The Supplier shall agree specific procedures with the Authority where a risk assessment by the Authority highlights the need for the issuance of additional prescribed spectacles for the Authority's Personnel which shall include single vision, bi-focal and/or progressive lenses as prescribed by the Supplier.

The Supplier shall provide the prescription spectacles within seven (7) working days of an order being placed by the Authority's Personnel.

The Supplier shall allow the Authority's Personnel to:

- 6.5.1 Choose any spectacle frame available from the optician where the eyesight test has been carried out, which are not part of the standard range of spectacle frames. The Authority's Personnel shall be responsible for any additional costs incurred for these spectacle frames.
- 6.5.2 Make use of any applicable offer available from the optician where the eyesight test has been carried out and where spectacles have been provided to the Authority's Personnel e.g. additional frames at reduced prices. The Authority's Personnel shall be responsible for any applicable costs in excess of the contract charges incurred.
- 6.5.3 The Authority takes no liability for any additional services or costs incurred by the Authority's Personnel for any additional services.

Cancellation of Tests and Voucher Redemption

The Supplier shall ensure that no charge is applied to the Authority should the Authority or Authority's Personnel cancel eyesight tests.



The Supplier shall ensure that no charge is applied to the Authority should the Authority's Personnel fail to attend an eyesight test.

The Supplier shall issue vouchers with an expiry date no less than twelve (12) months after the date of issue.

6.6.4 The Supplier shall reimburse the Authority for any charges which have been paid in advance for any vouchers that have expired and have not been redeemed, less an agreed Supplier administration charge.

Equipment

The Supplier shall ensure that all necessary medical equipment is made available to its network of opticians involved in the delivery of the Services.

The Supplier shall ensure that such medical equipment necessary for the provision of the Services shall be adequately maintained and calibrated with maintenance records being available to the Authority on request. This applies to all equipment used in the provision of the Services.

Coverage

The Supplier shall provide the Authority's Personnel with access to an optician within one (1) hour travelling time from their home or office address.

The Supplier shall ensure that the optician Services shall be available Monday to Saturday between 09.00 and 17.00.

The Supplier shall provide appointments for all eye tests for the Authority's Personnel within ten (10) working days of when the Authority's Personnel or the Authority request an appointment.

After Sales Service and Warranties

The Supplier shall provide after sales Services to the Authority's Personnel for all lenses and eyewear provided as part of the Service including but not limited to:

- Provision of replacement lenses, spectacles if such equipment is still within its standard manufacturer or Supplier warranty, whichever is the longest;
- Provision of replacement parts, where such equipment can be repaired; and
- Adjustment of equipment as required for the comfort of the user.

This will be at no additional charge to the Authority.

The Supplier shall provide an appointment for the Authority's Personnel within five (5) working days of a request for after sales Services and shall carry out

the after sales Services within five (5) days of the Authority's Personnel booking such appointment.

Online Portal

The Supplier shall provide an online portal (hosted externally) which shall be available Monday to Friday from 08:00 – 18:00 which shall:

- Provide user registration and a secure password protected login;
- Brand the online portal home page in accordance with the Authority's departmental branding standards which will include their logo;
- Allow the Authority's Personnel to request a DSE eyesight test voucher where self-service is approved by the Authority;
- Provide an electronic confirmation and a voucher to the Authority's Personnel within one (1) working day of their request for Services. This should include full details of where the Authority's Personnel can access the Services, instructions for making appointments, redeeming the electronic voucher and any other relevant details of the Services;
- Provide the Authority's Personnel who self-serve, a list of opticians with whom they can book an appointment within one hour's travelling distance from their workplace or their home base;
- Provide the Authority's Personnel with sufficient details of opticians in the Supplier's network to enable them to book an appointment;
- Publish details of the Supplier's e-mail and telephone support Services, which the Authority's Personnel can access should they have queries regarding the Services or require additional assistance; and
- Allow the Authority to administer and approve Services, including uploading requests and receiving approvals for groups of the Authority's Personnel (i.e. bulk requests and approvals). The Authorised Authority's Personnel will also receive vouchers and/or plans which they can distribute to the Authority's Personnel or approve such distribution directly to the Authority's Personnel.

The Supplier shall ensure that the online portal will allow the Authorised Authority's Personnel to bulk book appointments to use any of the Services.

Telephone and Email Support Services

The Supplier shall provide a dedicated customer telephone helpline, open between Monday – Friday 09:00 and 17:00 through which all enquiries

from the Authority's Personnel and the Authority's representative(s) can be channelled. The Supplier shall use this Service to assist the Authority's Personnel and/or the Authority to book appointments for the Authority's Personnel where additional assistance may be required (e.g. disabled colleagues).

The Supplier shall provide the Authority with a free phone number. The Supplier's telephone service shall provide a dedicated non-premium rate and/or a 01, 02, 03 prefix telephone number which must be accessible from UK landlines, mobile telephones and overseas, via a UK dialling code and be able to accept calls from outside the UK.

The Supplier shall provide an email support service to the Authority and the Authority's Personnel to raise queries regarding any aspect of the Services.

The Supplier shall provide a response to all queries raised to the email support service within one (1) working day.

The Supplier shall ensure all queries raised to the email support service will be logged and maintained.

The Supplier shall ensure their network of opticians will have the facility to be able to accept electronic vouchers or paper versions.

Supplier Staff

The Supplier shall ensure all Supplier Staff are suitably experienced, skilled and/or qualified to deliver the Services for which they are employed.

The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver the Service.

The Supplier shall ensure all Supplier Staff who are optometrists are a member of the General Optical Council.

The Supplier shall ensure that eyesight tests, as defined in the Opticians Act 1989, will be carried out by a registered ophthalmic optician, optometrist, or a registered medical practitioner with suitable qualifications e.g. ophthalmology.

The Supplier shall ensure that eyesight tests, as defined in the Opticians Act 1989, will be carried out by a registered ophthalmic optician, optometrist, or a registered medical practitioner with suitable qualifications e.g. ophthalmology.

Training

The Supplier shall ensure that all Supplier Staff who provide Services shall:

- Be appropriately trained in the Authority's booking and authorisation processes and policies as provided by the Authority;

The Supplier shall ensure that any Supplier Staff training undertaken does not interrupt the delivery services to the Authority.

The Supplier shall ensure that any Supplier Staff training is at a nil cost to the Authority.

The Supplier shall keep a record of Supplier Staff training and provide evidence of training and/or Supplier Staff qualifications on request to the Authority.

Service Implementation

The Supplier shall appoint a suitably skilled and experienced implementation team with a named implementation project manager. The Supplier shall provide the name of the implementation manager to the Authority within 5 working days of the award of the Call-Off Contract (if not confirmed in their bid submission). This project manager must have experience of having implemented a project of similar size and complexity.

The implementation manager shall work with the Authority on a daily basis to agree and deliver an implementation plan.

The Supplier shall provide implementation support for the Authority, which shall include as a minimum, but not be limited to:

Provision of a detailed implementation plan within 7 working days of contract award including the online portal which details the key activities including a draft timeline, resources, promotional activity, risks, mitigations, responsibilities priorities and dependencies.

Provide the Authority with a list of data required by the Supplier prior to Service commencement.

Work with the Authority to set up systems and processes to support the delivery of the Services;

Work with the Authority to agree all policies and procedures which are relevant to the Services and develop and execute a training plan for relevant Supplier staff.

A communications strategy to ensure the Authority is kept informed at key stages during the transition of Services.

Work with the incumbent Supplier to ensure a seamless transfer and continuity of Services.

The Supplier shall provide the Authority with a process flow and description of how appropriate Services are managed, from the point of contact through to delivery. The Authority shall approve these processes at service commencement.

The Supplier shall establish a project team, which is responsible for the implementation of the Services.

KEY MILESTONES AND DELIVERABLES

The following Contract milestones/deliverables shall apply:

| Milestone/Deliverable | Description | Time frame or Delivery Date |
|-----------------------|---|---|
| 1 | Supplier to appoint a Contract Manager. Authority and Contract Manager to meet to discuss the way forward. | Within 5 working days of Contract Award |
| 2 | Supplier to provide a Contract Implementation Plan agreed by the Authority | Within 7 working days of Contract Award |
| 3 | Agree access to Portal, contact telephone numbers, advertising communications agreed. | Within week 1 of Contract Award |
| 4 | Transfer of any data and any existing notes relevant to the Authority's Personnel from previous incumbent supplier. | Within week 2 of Contract Award |
| 5 | Commence the Service provision. | Within week 2 of Contract Award |
| 6 | Review quality of Service provision. | Within 4 months of Contract Award |
| 7 | Transfer of clinical data and any existing notes relevant to the Authority's Personnel from existing supplier to incumbent at contract end. | Within 2 weeks of contract expiry |

VOLUMES AND LOCATION

2.5 The Eyecare Service must be available to the Authority that is HM Treasury which includes Office of Budget Responsibility (OBR) and National Infrastructure Commission (NIC), and their agencies - Government Internal Audit Agency (GIAA) and UK Debt Management Office (DMO)

2.6 The Authority's forecast headcount per financial year is as follows, but these volumes are indicative only and in no way predict or commit to minimum or maximum future usage of the service over the contract term.

2.7

| | Headcount 2024-25 | Headcount 2025-26 | Headcount 2026-27 | Headcount 2027-28 |
|--|----------------------|----------------------|----------------------|----------------------|
| HM Treasury (including OBR and NIC) | 2159 | 2159 | 2159 | 2159 |
| GIAA | 520 | 520 | 520 | 520 |
| DMO | 137 | 145 | 145 | 145 |
| Total | 2816 | 2824 | 2824 | 2824 |

The majority of staff (HM Treasury, NIC and OBR) work in the Authority's Central London headquarters at:

1 Horse Guard's Road, London SW1A 2HQ

A small number (approximately 80) are also based at: Rosebery Court, St Andrew's Business Park, Norwich, NR7 0HS.

HM Treasury also have approximately 240 employees based in Feethams House, Darlington rising to 300-400 employees by 2025.

GIAA's head office is sited in Central London: 7th Floor, 10 Victoria Street, London, SW1H 0NN

UK DMO are based in 21 Mincing Lane, London EC3R 7AG.

GIAA also have small numbers of staff at numerous locations across the UK, some in singleton posts. Regions where located are currently as follows but numbers and locations subject to change:

| Region | No |
|---------------|-----|
| East Midlands | <10 |

| | |
|--------------------------|-----|
| East of England | <10 |
| London | 182 |
| North East | 29 |
| North West | 51 |
| Scotland | 11 |
| South East | 16 |
| South West | 61 |
| Wales | 32 |
| West Midlands | 43 |
| Yorkshire and the Humber | 70 |
| Homeworking | 13 |

The Supplier shall therefore ensure that it has access to a wide range of geographically spread opticians.

The table below displays the approximate historic service usage based on previous data. (These volumes are indicative only and in no way predict or commit to future usage of the service. They also do not include usage by GIAA or DMO):

| Usage Volumes May 22 - March 23 | Category |
|--|--|
| 300 | Eyesight test vouchers purchased by HMT only |
| Usage Volumes Apr 23 - March 24 | Category |
| 275 | Eyesight test vouchers purchased by HMT only |

CONTINUOUS IMPROVEMENT

The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

The Supplier should present any new ways of working to the Authority during quarterly Contract review meetings.

Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

SUSTAINABILITY

The Supplier shall perform its obligations under the Contract in accordance with the Authority's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

QUALITY

The Supplier shall ensure all Supplier Personnel are suitably experienced, skilled and/or qualified to deliver the Services for which they are employed.

The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver the Service.

The Supplier shall ensure all Supplier Personnel who are optometrists are a member of the General Optical Council.

The Supplier shall ensure that eyesight tests, as defined in the Opticians Act 1989, will be carried out by a registered ophthalmic optician, optometrist, or a registered medical practitioner with suitable qualifications e.g. ophthalmology.

PRICE

Pricing should be detailed per eyesight voucher purchase cost and also per component part for services. Pricing must be provided in pounds sterling and excluding VAT. Pricing must be detailed using the Call off schedule 5 - Pricing details.

SEVICE LEVELS AND PERFORMANCE

Service Levels and Service Credits

13.1.1 The required service levels and service credit detail for the contract are detailed in Call-Off Schedule 14.

Complaints Process

2.7.1 The Supplier shall be responsible for ensuring the Authority's satisfaction is maintained for the duration of the Call-Off Contract and work collaboratively with the Authority to resolve issues, which may affect satisfaction.

The Supplier shall ensure that any issues raised directly by the Authority and its employees are dealt with as a matter of priority. The Supplier shall assist

in seeking speedy resolution to resolve the situation, irrespective of where the fault lies. The Supplier's robust auditable procedures for complaints must include logging, investigating, managing, escalating and resolving the situation. Types of complaints that will be supported in this way include, but are not limited to:

- Authority's Personnel complaints relating to delays in booking appointments for Services.
- Authority's Personnel complaints relating to the availability of receiving the Services.
- Authority's Personnel complaints relating to any sharing of patient data.
- Authority's Personnel complaints in relation to the quality of Services received.
- Authority's complaints in relation to Services not meeting specific needs of individuals e.g. facilities for disabled Authority's Personnel.
- Authority's complaints relating to failure of Service Levels; and
- Authority's complaints in relation to invoicing and billing.

The Supplier shall acknowledge complaints made by the Authority's Personnel i.e. verbal, formal or informal and written within one (1) working day of the details of the complaint being received by the Supplier. Thereafter updates on how the Supplier is proactively working to seek a resolution of the complaint shall be made by the Supplier to the Authority at intervals of two (2) working days, until a satisfactory resolution has been agreed which is mutually acceptable to both Parties.

The Supplier shall have in place a robust escalation process to support complaints handling and to ensure effective management and resolution of all complaints received from the Authority.

The Supplier shall provide the Authority with one consolidated report per month for the duration of this Contract capturing all customer complaints detailed by the Authority. These reports shall include the date the complaint was received and resolved, complainant contact details, the nature of the complaint and actions agreed and taken to resolve the complaint and any changes to the Services and lessons learnt.

The Supplier shall provide the Authority with a copy of the documented complaints process.

Strategy, Policy and Guidance



The Supplier shall provide policy and strategy advice to the Authority. This shall include analysis of internal policies and sharing best practice from across employment sectors.

The Supplier shall work with the Authority to understand any new policy or legislative changes, which may impact on Service delivery.

The Supplier shall identify Service trends and shall develop mitigation strategies and/or solutions in conjunction with the Authority, for example when:

There is a lack of Service usage by the Authority's Personnel including from any of the Authority's geographical areas; and

The Supplier shall propose changes and/or modifications to the Services and its promotion in order that the Services address specific trends and/or issues, including a time plan for implementation and shall work with the Authority to implement agreed modifications.

SECURITY AND CONFIDENTIALITY

IT Security

Any IT systems used by the Supplier to meet the Authority's requirement must be subjected to periodic independent penetration testing and any significant vulnerabilities identified as part of the penetration testing must be remediated within timeframes appropriate for the risk rating of the individual test findings.

The Supplier shall have the capability to employ encryption to information / Data which shall be sent across a network or extracted by electronic means to ensure that any information/data shared/exchanged between the Supplier and the Authority, and/or Authority staff, is securely protected in transit.

Suppliers should have good physical security and access control measures in place in any data centres, or other buildings, which would be used to host any IT systems used store/process Authority or candidate/applicant information/data.

The Supplier shall ensure that any suspected or confirmed security breaches involving Authority or candidate/applicant information/data are reported to Contracting Authorities representative immediately and depending on the impact of the breach, shall be included in quarterly performance reporting to the Authority.

The Supplier shall ensure that Contracting Authority's information and Data (electronic and physical) shall be collected, held and maintained in a secure and confidential manner and in accordance with the Terms of

this Contract, and in full compliance with the Data Protection Act 2018 and the General Data Protection Regulation (GDPR).

The Supplier shall take all measures reasonably necessary to ensure that all Supplier Personnel involved in the performance of the Contract are aware of all ongoing Data security and confidentiality requirements.

Any pre-employment checks that the Supplier subjects their staff to, should be at least equivalent to the Government Baseline Personnel Security Standard (BPSS).

Personal Security and Vetting

The Supplier shall ensure that Supplier Personnel having access to OFFICIAL-SENSITIVE information have undergone basic recruitment checks. Suppliers shall apply the requirements of HMG Baseline Personnel Security Standard (BPSS) for all Supplier Personnel having access to OFFICIAL-SENSITIVE information. Further details and the full requirements of the BPSS can be found at the Gov.UK website at: <https://www.gov.uk/government/publications/security-policy-framework>.

The Supplier shall ensure that all Supplier Personnel, have been security vetted and approved to Disclosure and Barring Service (DBS) relevant standards and/or Disclosure Scotland relevant standards where appropriate. The Supplier shall ensure this is completed prior to the involvement of Supplier Personnel in the delivery of the Services.

The Supplier shall ensure that all Supplier Personnel have appropriate security clearance and comply with security requirements specified.

The Supplier shall provide details of its Supplier Personnel security procedures to the Authority when requested.

Potential Providers shall ensure that any suspected or actual security breaches related to Authority data/information are reported to the Authority immediately. Where any actual security breaches have been identified, Potential Providers shall, as soon as reasonably practicable, provide to the Authority a report setting out the details of the security breach, including an impact assessment, a root cause analysis and of the steps taken address the breach.

Full compliance with the Data Protection Legislation is essential, with the Authority being the Data Controller and the Supplier being the Data Processor. The Authority's preference is that the Supplier would be able to host the data entirely within the UK, and supported entirely by UK based system admin staff, but would consider hosting with the European Economic Area (EEA) as long as the Potential Providers are able to provide

assurances that all other security requirements can be met, and subject to compliance with the Data Protection Act.

Standards

The Supplier shall not charge a premium to the Authority for any additional standards and/or security compliance applicable to this Call Off contract.

PAYMENT AND INVOICING

Each part of the Authority will be responsible for paying for their own use of the Service. Therefore, invoicing should be submitted monthly to the following Authority contacts:

HM Treasury including OBR and NIC: REDACTED TEXT FOIA Section 40, Personal Information

Government Internal Audit Agency: REDACTED TEXT FOIA Section 40, Personal Information

UK Debt Management Office: REDACTED TEXT FOIA Section 43, Commercial interests

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

All invoices must include the relevant PO number provided by each of the Authority's contract leads (as detailed above). Each part of the Authority will be responsible for paying for their own use of the Service. Therefore, invoicing should be sent monthly to the Authority contacts as detailed in para 15.1.

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

CONTRACT MANAGEMENT

Call Off Contract Management

The Supplier shall appoint a Contract Manager within 5 days of the Call Off Contract commencement date, providing name and contact details including telephone number, to ensure that the requirements of the Call-Off Contract are met. The Contract Manager shall have relevant industry experience.

The Supplier's Contract Manager shall have a detailed understanding of the framework and Call off Contract, sufficient capacity and have experience of managing contracts of a similar size and complexity.



The Supplier shall have measures in place to ensure any periods of annual leave or any unplanned absence are covered.

The Supplier shall provide contact details of the Supplier Staff responsible for managing the Call Off contract if they differ to the Supplier's Contract Manager.

The Supplier's Contract Manager shall be the primary contact between the Supplier and the Authority. The Supplier's Contract Manager shall be responsible for managing the relationship with the Authority, which will include:

- Ensuring continuity of provision and Service delivery;
- Service planning, monitoring and continuous improvement;
- Agreeing and documenting points of contacts with the Supplier for communication and escalation;
- Contract administration;
- The provision of Management Information;
- Attending contract review meetings quarterly with the Authority;
- Providing detailed key performance data;
- Issue resolution and Service improvement where issues have been identified; and
- Resolution of complaints and queries, which have been escalated.

Any issues that cannot be resolved between the Authority and the Supplier can be escalated by either Party to the Authority.

The Contract Manager shall hold quarterly operational service management review meetings with the Authority as agreed at the Call-Off Contract and/or implementation Stage. The content of these meetings shall include:

performance Monitoring reporting in accordance with Call-Off Schedule 14 (including reasons for any non-performance and any remedial action);

portal maintenance, up-grades, up-dates and downtime;

details of all complaints including nature of complaint, action taken and timescale;

promotion activities undertaken and planned;

external market trends, including analysis of how the Authority could benefit from such trends, including a cost analysis of any such changes; and

proposed improvements to Services, including but not limited to, technology changes, reducing DNAs, administrative changes, Charges and new ways of working. Such proposals shall include an impact assessment of such changes.

The Supplier shall provide the Authority with a communication plan and relevant communication materials, at no cost to the Authority.

The Supplier shall undertake quarterly satisfaction surveys of the Services with the Authority's Personnel who have used the Service on behalf of the Authority.

The Supplier shall aim for a minimum of a 50% response rate from the Authority's Personnel. The surveys will contain questions relating to all aspects of the Services, including the technology used to support the Services.

The Supplier shall provide the Authority with the results of the surveys, including recommendations for Service improvements, specifically identifying changes to Services for the Authority where user satisfaction has not met the minimum satisfaction levels agreed.

The Supplier shall agree the content of satisfaction surveys in advance with the Authority, including the measures to be used and the minimum satisfaction levels for each measure.

The Supplier shall provide the Authority with a quarterly report, listing as a minimum:

- A trend analysis of usage, broken down by types of Services;
- Proposed improvements to Services, including but not limited to, technology changes, administrative changes, charges and new ways of working. Such proposals should include an impact assessment of what such changes will mean.

Attendance at Contract Review meetings shall be at the Supplier's own expense.

16.3 Patient Confidentiality and Anonymity

16.3.1 The Supplier shall ensure that Supplier Staff are aware of the following:

- 16.3.1.1 Factual, contemporaneous and legible eye-sight related and any other medical records shall be maintained for all Users using the Services; and
- 16.3.1.2 Reports produced on Users can be disclosed to the Authority's Personnel on request in accordance with the General Data Protection Regulation 2018.
- 16.3.2 The Supplier shall ensure that all Supplier Staff are trained in Industry Good Practice relating to patient confidentiality, and the Supplier shall provide evidence of such training on request to the Authority.

16.4 The Authority's Management Information (MI)

16.4.1 The Supplier shall provide the following monthly management information to the Authority on the 5th working day following the previous month and shall include. It should be in Excel format and also PDF. Management Information should evolve to meet the Authority's requirements and to reflect any changes during the lifetime of the contract:

- An Executive Summary outlining service usage of the Services used by the Authority and emerging trends, including usage trends.
- Authority name and further breakdown as requested e.g. by department (HM Treasury, GIAA, NIC, OBR, DMO).
- Name of the Authority's Personnel, email address and department.
- Number of Services purchased by type including vouchers, frames and lenses.
- Number of Services delivered by type as listed in the Pricing Matrix.
- Number of vouchers redeemed and expired.
- Charges in month and cumulative charges per Contract Year for each Service; and
- Service Levels performance against stated measures. Service Levels shall be measured and reported to the Authority.

16.4.2 The Supplier shall also include the following every quarter in the management information report:

- Consolidated complaints report, as described in this specification of requirements
- Results of the Authority's Personnel satisfaction surveys as described in this Specification of Requirements para 16.1.9.
- Identification of any risks identified with the delivery of the Services including mitigating actions to manage the risks going forward.

17.1 Additional Management Information

- 17.2.1 The Authority may request data and reports on an ad hoc basis to assist with Parliamentary Questions (PQs) and internal reporting to the Authority's Executive Management Board. The Supplier shall within one working day of request by the Authority provide the required data or information. The Supplier shall provide the Authority such additional Management Information if required at no additional cost. The Supplier and the Authority shall agree the layout of Management Information reports at the Implementation Meeting.
- 17.2.2 The Authority may request a reasonable number of ad-hoc management information reports. The Supplier shall provide such management information reports at no additional cost. These reports may be on a quarterly and annual basis to assist with internal reporting of the Service.
- 17.2.3 The Supplier shall provide the Authority with data in relation to the number of complaints received on a quarterly basis. This data must inform the Authority about the total volume of complaints, the volume upheld, the volume which were considered founded and the volume by service delivery.
- 17.2.4 The Supplier shall make the Management Information available in electronic format.

