

SCHEDULE 1: CHANGE CONTROL PROCEDURE

CHANGE PRINCIPLES

1. Either party may propose a Change in accordance with the Change Control Procedure as set out in this Schedule 2. Each party shall consider in good faith any proposal for Change from the other party and neither party shall unreasonably withhold its agreement to any Change proposed by the other party. Any discussions between the parties about a proposed Change prior to any agreement to such Change being reached shall be without prejudice to the rights of either party.
2. If either party wishes to propose a Change ("Change Proposer"), it shall submit to the other party ("Change Recipient") a written request detailing the proposed Change ("Change Request") specifying, in as much detail as is reasonably practicable, the nature of the proposed Change. Within ten (10) Working Days of receipt or issue of a Change Request (as the case may be) the party responsible for implementing the Change ("Change Implementer") shall submit to the other party a Change Proposal in accordance with paragraph 3 below.
3. If paragraph 2 of this schedule 8 applies, the Change Implementer shall provide the other party with a written proposal in relation to the relevant Change ("Change Proposal") which shall include the following information (except where such information is not relevant to the proposed Change):
 - 3.1 details of the proposed Change and its impact on the Services or other variations to this Contract;
 - 3.2 which of the Services and Service Levels will be affected and how;
 - 3.3 the cost of developing the proposed Change;
 - 3.4 an initial estimate of the cost of implementation and on-going operation of the relevant Change, including any proposed increase or decrease in the Charges;
 - 3.5 details, if relevant, of the proposed Change's compliance with any applicable Laws;
 - 3.6 a high level of implementation plan and timetable for the proposed Change;
 - 3.7 an assessment of the possible risks of introducing the proposed Change;
 - 3.8 a review of the likely impact of the proposed Change on the timetable for the operational processes in this Contract including the Implementation Plan; and
 - 3.9 a review of the resources required to implement the proposed Change.
4. Within ten (10) Working Days of receipt of the Change Proposal, the receiving party shall notify the Change Implementer whether or not it agrees to the proposed Change. If the receiving party notifies the Change Implementer that it does not wish the proposed Change to be implemented, then no further action shall be taken unless either party wishes to challenge this decision through the dispute resolution procedure set out in clause 48. If the receiving party notifies the Change Implementer that it accepts the proposed Change, then the parties shall agree a Change Control Record

(the form of which is set out in appendix A to this schedule 8 as soon as reasonably practicable and shall then implement the Change in accordance with the terms of the agreed Change Control Record.

5. Until such time as both parties have agreed a proposed Change in accordance with this Change Control Procedure, both parties shall, unless otherwise expressly agreed in writing, continue to perform their obligations under this Contract and any Order in accordance with its terms and shall be under no obligation to perform any work in relation to a proposed Change except for complying with the obligations set out in this Change Control Procedure, including the production of a Change Proposal.
6. Notwithstanding paragraph 12 of this schedule, any additional work undertaken by either party, its Sub-contractors or agents which has not been authorised in advance by a Change shall be undertaken entirely at the expense and liability of that party and the other party shall have no obligation to make any payment in connection with such work.
7. Without prejudice to the Supplier's obligations under clause 14, if Change is required as a result of a change in applicable Laws or a Force Majeure Event, then the parties shall comply with the procedures set out in this Change Procedure in so far as they are reasonably able in the circumstances. However, under no circumstances shall a party seek to hold the other party to the Change Control Procedure, if to do so would result in either party failing to comply with the change in applicable Laws or the impact of the Force Majeure Event not being mitigated.

FAST TRACK CHANGES

8. The parties acknowledge to ensure operational efficiency that there may be circumstances where it is desirable to expedite the processes set out above.
9. If both parties agree in relation to a proposed Change that:
 - 9.1 the Change does not involve any alteration to, or deviation from the contractual principles set out in the Agreement; and
 - 9.2 the total number of Changes in relation to which this fast track procedure has been applied does not exceed four in any 12 month period (or such higher number as the Customer may from time to time agree in writing); and
 - 9.3 the value of the proposed Contract Change does not exceed £5,000 and the proposed Change is not significant (as determined by the Customer acting reasonably),
 - 9.4 then the parties shall confirm to each other in writing that they shall use the process set out in paragraphs 2, 3, 4, 5, 6 and 7 above but with reduced timescales, such that any period of ten (10) Working Days is reduced to three (3) Working Days.
10. The parameters set out in paragraph 9.4 may be revised from time to time by agreement between the parties in writing.

EMERGENCY CHANGES

11. If the Customer believes:

- 11.1 a Change is required to respond to an emergency whether by virtue of a change in Law or operational circumstances (in either case as the Customer reasonably determines); and
- 11.2 that it would not be practicable to agree the content of a Change Record prior to the implementation of the Change,

the Customer may require the Supplier to commence work immediately to implement the Change (without, therefore, a formal Change Request or Change Proposal) and the parties will subsequently agree the detail of the appropriate Change Record. In such a situation, the Supplier will use its best endeavours to comply with the Customer's request as soon as possible.

BUSINESS AS USUAL CHANGES

- 12. The parties agree that Business As Usual Changes shall not be subject to the Change Procedure. "Business As Usual Changes" for the purpose of this schedule 8 means a Change which the parties agree is sufficiently small in the effort required to process it, such that it does not need to be processed in accordance with the Change Control Procedure (such a Change shall not exceed 5 man days of effort and cumulatively, such Changes shall not exceed 20 man days of effort in any Contract Year.

DISPUTES

- 13. In the event of any dispute arising under this Change Control Procedure which cannot be resolved within ten (10) Working Days, either party shall be entitled to refer the dispute for resolution in accordance with the Dispute Resolution provisions set out at clause 49 of this Contract.
- 14. The parties shall meet as required and on request by either party to discuss the order in which agreed Changes are implemented and to monitor the implementation of such Changes.

CHARGES FOR CHANGES

- 15. Both parties shall take all reasonable steps to avoid or minimise additional charges arising from any Change, including where possible using resources already deployed in providing the Services at no additional cost. If additional resources or costs will be required then the parties shall calculate the cost of the Change in accordance with Schedule 14, Charging Structure.

SCHEDULE 1, APPENDIX A: CHANGE CONTROL RECORD

No of Order Form being varied:.....

Change Control Number :

Date:

BETWEEN:

DfE Standards and Testing Agency ("the Customer")

and

Parcelforce Worldwide Ltd ("the Supplier")

1. The Order is varied as follows and shall take effect on the date signed by both Parties:
Title of Change:
Originator:
Reason for the Change:
Description (giving full details, including any specifications):
Acceptance testing and criteria (if applicable):
The cost of the Change:
Timetable:
Impact on the Contract
Agree to proceed (Yes/No):
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Customer

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

SCHEDULE 2: SECURITY MANAGEMENT PLAN

In this Schedule the following provisions shall have the meanings given to them below:

"Breach of Security"	in accordance with the security requirements in paragraph 2.5 of the Order Form and the Security Policy, the occurrence of: <ul style="list-style-type: none">(a) any unauthorised access to or use of the Services, the Premises, the Sites, the Supplier System and/or any ICT, information or data (including the Confidential Information and the Customer Data) used by the Customer 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 Customer Data), including any copies of such information or data, used by the Customer and/or the Supplier in connection with this Contract;
"ISMS"	The Information Security Management System as defined by ISO/IEC 27001. The scope of the ISMS will be as agreed by the Parties and will directly reflect the scope of the Services;
"Protectively Marked"	shall have the meaning as set out in the Security Policy Framework;
"Security Policy Framework"	means the Cabinet Office Security Policy Framework (available from the Cabinet Office Security Policy Division);
"Security Tests"	shall have the meaning set out in paragraph 5 of this Schedule 2;
"Statement of Applicability"	shall have the meaning set out in ISO/IEC 27001 and as agreed by the Parties during the procurement phase.

1. INTRODUCTION

1.1 This Schedule covers:

- 1.1.1 principles of protective security to be applied in delivering the Services;
- 1.1.2 wider aspects of security relating to the Services;

- 1.1.3 the development, implementation, operation, maintenance and continual improvement of an ISMS;
- 1.1.4 the creation and maintenance of the Security Management Plan;
- 1.1.5 audit and testing of ISMS compliance with the security requirements (as set out in paragraph 2.5 of the Order Form);
- 1.1.6 conformance to ISO/IEC 27001 (Information Security Requirements Specification) and ISO/IEC27002 (Information Security Code of Practice) and;
- 1.1.7 obligations in the event of actual, potential or attempted breaches of security.

2. PRINCIPLES OF SECURITY

- 2.1 The Supplier acknowledges that the Customer places great emphasis on the confidentiality, integrity and availability of information and consequently on the security provided by the ISMS.
- 2.2 The Supplier shall be responsible for the effective performance of the ISMS and shall at all times provide a level of security which:
 - 2.2.1 is in accordance with Good Industry Practice, Law and this Contract;
 - 2.2.2 complies with the Security Policy;
 - 2.2.3 complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4) available from the Cabinet Office Security Policy Division (COSPD);
 - 2.2.4 meets any specific security threats to the ISMS;
 - 2.2.5 complies with ISO/IEC27001 and ISO/IEC27002 in accordance with paragraph 6 of this Schedule;
 - 2.2.6 complies with the security requirements as set out in paragraph 2.5 of the Order Form; and
 - 2.2.7 complies with the Customer's ICT standards.
- 2.3 Subject to Clause 47, the references to standards, guidance and policies set out in paragraph 2.2 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, from time to time.
- 2.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Customer's Representative of such inconsistency immediately upon becoming aware of the same, and the Customer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

3. ISMS AND SECURITY MANAGEMENT PLAN

3.1 Introduction

- 3.1.1 The Supplier shall develop, implement, operate, maintain and continuously improve and maintain (and ensure that all Supplier's Staff and Sub-Contractors implement and comply with) an ISMS which will, without prejudice to paragraph 2.2, be approved, by the Customer, tested in accordance with Schedule 4, periodically updated and audited in accordance with ISO/IEC 27001.
- 3.1.2 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule to apply during the Contract Period.
- 3.1.3 The Supplier shall comply with its obligations set out in the Security Management Plan and any other provision of the Framework Agreement relevant to security.
- 3.1.4 Both the ISMS and the Security Management Plan shall, unless otherwise specified by the Customer, aim to protect all aspects of the Services and all processes associated with the delivery of the Services, including the Premises, the Sites, the Supplier System and any ICT, information and data (including the Customer Confidential Information and the Customer Data) to the extent used by the Customer or the Supplier in connection with this Contract.
- 3.1.5 The Supplier is responsible for monitoring and ensuring that it is aware of changes to the Security Policy. The Supplier shall keep the Security Management Plan up-to-date with the Security Policy as amended from time to time.

3.2 Development of the Security Management Plan

- 3.2.1 Within twenty (20) Working Days after the Commencement Date (or such other period specified in the Implementation Plan or as otherwise agreed by the Parties in writing) and in accordance with paragraph 4.2 (Amendment and Revision), the Supplier will prepare and deliver to the Customer for approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 3.2.2 If the Security Management Plan, or any subsequent revision to it in accordance with paragraph 4.2 (Amendment and Revision), is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan. If the Security Management Plan is not Approved the Supplier shall amend it within ten (10) Working Days or such other period as the Parties may agree in writing of a notice of non-approval from the Customer and re-submit to the Customer 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 (or such other period as the parties may agree in writing) from the date of its first submission to the Customer. If the Customer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute

Resolution Procedure. No approval to be given by the Customer pursuant to this paragraph 3.2.2 may be unreasonably withheld or delayed. However where the Customer does not approve the Security Management Plan on the grounds that it does not comply with the requirements set out in paragraph 4 shall be deemed to be reasonable.

4. Content of the Security Management Plan

- 4.1.1 The Security Management Plan will set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Services and all processes associated with the delivery of the Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with the provisions of this Contract (including this Schedule, the principles set out in paragraph 2.2 and any other elements of this Contract relevant to security or any data protection guidance produced by the Customer);
- 4.1.2 The Security Management Plan (including the draft version) should also set out the plans for transiting all security arrangements and responsibilities from those in place at the Commencement Date to those incorporated in the Supplier's ISMS at the date set out in the Implementation Plan for the Supplier to meet the full obligations of the security requirements set out in this Contract and paragraph 2.7 of the Order Form.
- 4.1.3 The Security Management Plan will be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules of this Contract which cover specific areas included within that standard.
- 4.1.4 The Security Management Plan shall be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Customer engaged in the Services and shall only reference documents which are in the possession of the Customer or whose location is otherwise specified in this Schedule.

4.2 Amendment and Revision of the ISMS and Security Management Plan

- 4.2.1 The ISMS and Security Management Plan will be fully reviewed and updated by the Supplier annually, or from time to time to reflect:
 - 4.2.1.1 emerging changes in Good Industry Practice;
 - 4.2.1.2 any change or proposed change to the Supplier System, the Services and/or associated processes;
 - 4.2.1.3 any new perceived or changed security threats;
 - 4.2.1.4 any reasonable request by the Customer.
- 4.2.2 The Supplier will provide the Customer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the ISMS and Security Management Plan at no additional cost to the Customer. The results of the review should include, without limitation:

- 4.2.2.1 suggested improvements to the effectiveness of the ISMS;
 - 4.2.2.2 updates to the risk assessments;
 - 4.2.2.3 proposed modifications to the procedures and controls that effect information security to respond to events that may impact on the ISMS; and
 - 4.2.2.4 suggested improvements in measuring the effectiveness of controls.
- 4.2.3 On receipt of the results of such reviews, the Customer will Approve any amendments or revisions to the ISMS or Security Management Plan in accordance with the process set out at paragraph 3.2.2.
- 4.2.4 Any change or amendment which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a Customer request or change to the requirement set out in paragraph 2.5 of the Order Form or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Customer.

5. TESTING

- 5.1 The Supplier shall conduct tests of the ISMS ("Security Tests") on an annual basis or as otherwise agreed by the Parties. The date, timing, content and conduct of such Security Tests shall be agreed in advance with the Customer.
- 5.2 The Customer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Customer with the results of such tests (in a form approved by the Customer in advance) as soon as practicable after completion of each Security Test.
- 5.3 Without prejudice to any other right of audit or access granted to the Customer pursuant to this Contract, the Customer and/or its authorised representatives shall be entitled, at any time and without giving notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Customer may notify the Supplier of the results of such tests after completion of each such test. Security Tests shall be designed and implemented so as to minimise the impact on the delivery of the Services. If such tests adversely affect the Supplier's ability to deliver the Services to the agreed Service Levels, the Supplier shall be granted relief against any resultant under-performance for the period of the tests.
- 5.4 Where any Security Test carried out pursuant to paragraphs 5.1 and 5.2 above reveals any actual or potential Breach of Security and/or security failure or weaknesses, the Supplier shall promptly notify the Customer in writing of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Customer's approval in accordance with paragraph 3.2.2, the Supplier shall implement such changes to the ISMS and the Security Management Plan in accordance with the timetable agreed with the Customer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan to address a non-compliance with the Security Policy or security requirements (as set out in paragraph 2.7 of the Order

Form), the change to the ISMS or Security Management Plan shall be at no cost to the Customer. For the purposes of this paragraph 5, weaknesses means a vulnerability in security and failure means a possible breach of the Security Management Plan or security requirements.

6. COMPLIANCE WITH ISO/IEC 27001

- 6.1 Where the Customer requests, the Supplier shall obtain independent certification of the ISMS to ISO/IEC 27001 within twelve (12) Months of the Commencement Date or such reasonable time period as to be agreed with the Customer and shall maintain such certification for the duration of the Contract.
- 6.2 If certain parts of the ISMS do not conform to Good Industry Practice, or controls as described in ISO/IEC 27002 are not consistent with the Security Policy, and, as a result, the Supplier reasonably believes that it is not compliant with ISO/IEC 27001, the Supplier shall promptly notify the Customer of this and the Customer in its absolute discretion may waive the requirement for certification in respect of the relevant parts.
- 6.3 The Customer shall be entitled to carry out such regular security audits as may be required, and in accordance with Good Industry Practice, in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001.
- 6.4 If, on the basis of evidence provided by such audits, it is the Customer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 is not being achieved by the Supplier, then the Customer shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to become compliant with the principles and practices of ISO/IEC 27001. If the Supplier does not become compliant within the required time then the Customer has the right to obtain an independent audit against these standards in whole or in part.
- 6.5 If, as a result of any such independent audit as described in paragraph 6.3 the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Customer in obtaining such audit.

7. BREACH OF SECURITY

- 7.1 Either party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 7.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in paragraph 7.1, the Supplier shall:
- 7.2.1 immediately take all reasonable steps necessary to:
- 7.2.1.1 remedy such breach or protect the integrity of the ISMS against any such potential or attempted breach or threat; and

7.2.1.2 prevent an equivalent breach in the future.

Such steps shall include any action or changes reasonably required by the Customer. In the event that such action is taken in response to a breach that is determined by the Customer acting reasonably not to be covered by the obligations of the Supplier under this Contract, then the Supplier shall be entitled to refer the matter to the Variation Procedure; and

- 7.2.2 as soon as reasonably practicable provide to the Customer full details (using such reporting mechanism as defined by the ISMS) of the Breach of Security or the potential or attempted Breach of Security.

SCHEDULE 3: PARENT COMPANY GUARANTEE – NOT APPLICABLE

SCHEDULE 4: TESTING

1. INTRODUCTION

This schedule sets out the approach to Testing and the different Testing activities to be undertaken, including the preparation and agreement of the Test Strategy and Test Plans.

2. TESTING OVERVIEW

2.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy and the Test Plans.

2.2 Any disputes between the Supplier and the Customer regarding this Testing shall be referred to the Dispute Resolution Procedure.

3. TEST STRATEGY

3.1 The Supplier shall develop the final Test Strategy as soon as practicable but in any case no later than sixty (60) Working Days (or such other period as the Parties may agree) after the Commencement Date.

3.2 The final Test Strategy shall include:

3.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;

3.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;

3.2.3 the procedure to be followed should a Deliverable fail a Test or where a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;

3.2.4 the procedure to be followed to sign off each Test; and

3.2.5 the process for the production and maintenance of reports relating to Tests.

4. TEST PLANS

4.1 The Supplier shall develop Test Plans for the approval of the Customer as soon as practicable but in any case no later than sixty (60) Working Days (or such other period as the Parties may agree in the Test Strategy or otherwise) prior to the start date for the relevant Testing as specified in the Implementation Plan.

4.2 Each Test Plan shall include as a minimum:

4.2.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested;

4.2.2 a detailed procedure for the Tests to be carried out, including:

4.2.2.1 the timetable for the Tests including start and end dates;

- 4.2.2.2 the Testing mechanism;
- 4.2.2.3 dates and methods by which the Customer can inspect Test results;
- 4.2.2.4 the mechanism for ensuring the quality, completeness and relevance of the Tests;
- 4.2.2.5 the process with which the Customer will review Test Issues and progress on a timely basis; and
- 4.2.2.6 the re-Test procedure, the timetable and the resources which would be required for re-Testing.

4.3 The Customer shall not unreasonably withhold or delay its approval of the Test Plans and the Supplier shall implement any reasonable requirements of the Customer in the Test Plans.

5. TESTING

5.1 When the Supplier has completed the Services in respect of a Milestone it shall submit any Deliverables relating to that Milestone for Testing.

5.2 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Customer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.

5.3 If the Supplier successfully completes the requisite Tests, the Customer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Services are implemented in accordance with this Contract.

6. TEST ISSUES

Where a Test Issue is identified by the Supplier, the Parties shall agree how such Test Issue shall be dealt with and any failure to agree by the Parties shall be resolved in accordance with the Dispute Resolution Procedure.

7. TEST QUALITY AUDIT

7.1 Without prejudice to its rights pursuant to Clause 31, the Customer or an agent or contractor appointed by the Customer may perform on-going quality audits in respect of any part of the Testing.

7.2 If the Customer has any concerns following an audit in accordance with paragraph 7.1 above the Customer will discuss such concerns with the Supplier, giving the Supplier the opportunity to provide feedback in relation to specific activities, and subsequently prepare a written report for the Supplier detailing the same to which the Supplier shall, within a reasonable timeframe, respond in writing.

7.3 In the event of an inadequate response to the written report from the Supplier, the Customer (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Customer.

8. OUTCOME OF TESTING

8.1 The Customer will issue a Satisfaction Certificate when it is satisfied that a Milestone has been Achieved.

8.2 If any Milestones (or any relevant part thereof) do not pass the Test in respect thereof then:

8.2.1 the Supplier shall rectify the cause of the failure and re-submit the Deliverables (or the relevant part) to Testing, provided that the Parties agree that there is sufficient time for that action prior to the relevant Milestone Date; or

8.2.2 the Parties shall treat the failure as a Supplier Default.

APPENDIX: SATISFACTION CERTIFICATE

To: Parcelforce Worldwide Ltd
FROM: DfE Standards and Testing Agency

28/02/2013

Dear Sirs,

SATISFACTION CERTIFICATE

Milestones: ***Guidance Note to Customer: Insert description of the relevant Deliverables/Milestones STA to Complete***

We refer to the agreement ("**Contract**") relating to the provision of the Seasonal Courier Services between the **DfE Standards and Testing Agency ("Customer")** and **Parcelforce Worldwide Ltd ("Supplier")** dated 14/03/2013.

The definitions for terms capitalised in this certificate are set out in the Contract.

We confirm that all of the Milestones have been successfully Achieved by the Supplier in accordance with the Test relevant to those Milestones.

Yours faithfully

Jonathan Bryan

Materials Manager acting on behalf of DfE Standards and Testing Agency

SCHEDULE 5: DISASTER RECOVERY AND BUSINESS CONTINUITY

1. PURPOSE OF THIS SCHEDULE

- 1.1 This Schedule sets out the Customer's requirements for ensuring continuity of the business processes and operations supported by the Services in circumstances of Service disruption or failure and for restoring the Services through business continuity and as necessary disaster recovery procedures. It also includes the requirement on the Supplier to develop, review, test, change and maintain a BCDR Plan in respect of the Services.
- 1.2 The BCDR Plan shall be divided into three parts:
- 1.2.1 Part A which shall set out general principles applicable to the BCDR Plan ("**General Principles**").
 - 1.2.2 Part B which shall relate to business continuity ("**Business Continuity Plan**"); and
 - 1.2.3 Part C which shall relate to disaster recovery ("**Disaster Recovery Plan**");
- 1.3 The BCDR Plan shall detail the processes and arrangements which the Supplier shall follow to ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services and the recovery of the Services in the event of a Disaster.

2. DEVELOPMENT OF BCDR PLAN

- 2.1 The BCDR Plan shall unless otherwise required by the Customer be in writing, be based upon and be consistent with the provisions of paragraphs 3 and 5 of this Schedule 5 (Business Continuity and Disaster Recovery Provisions).
- 2.2 The Supplier shall ensure that its Sub-Contractors' disaster recovery and business continuity plans are integrated with the BCDR Plan.

3. PART A - GENERAL PRINCIPLES AND REQUIREMENTS

- 3.1 The BCDR Plan shall:
- 3.1.1 set out how its business continuity and disaster recovery elements link to each other;
 - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the operation of the Services;
 - 3.1.3 contain an obligation upon the Supplier to liaise with the Customer and (at the Customer's request) any Related Supplier with respect to issues concerning business continuity and disaster recovery where applicable;
 - 3.1.4 detail how the BCDR Plan links and interoperates with any overarching and/or connected disaster recovery or business continuity plan of the Customer and any of its other Related Suppliers as notified to the Supplier by the Customer from time to time;

- 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multi-channels (including but without limitation a web-site (with FAQs), e-mail, phone and fax) for both portable and desk top configurations, where required by the Customer;
- 3.1.6 contain a risk analysis, including:
 - 3.1.6.1 failure or disruption scenarios and assessments and estimates of frequency of occurrence;
 - 3.1.6.2 identification of any single points of failure within the Services and processes for managing the risks arising there from;
 - 3.1.6.3 identification of risks arising from the interaction of the Services with the services provided by a Related Supplier; and
 - 3.1.6.4 a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details (including roles and responsibilities) for the Supplier (and any Sub-Contractors) and for the Customer;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to ensure that there is no more than 0 % of data loss and to preserve data integrity;
- 3.1.11 identify the responsibilities (if any) that the Customer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical advice and assistance to key contacts at the Customer as notified by the Customer from time to time to inform decisions in support of the Customer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Services are provided in accordance with the Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster, service failure, or disruption on the operations of the Customer is minimal as far as reasonably possible;
 - 3.2.3 it aligns with the relevant provisions of ISO/IEC17799:2000, BS15000 (as amended) and all other industry standards from time to time in force; and
 - 3.2.4 there is a process for the management of disaster recovery testing detailed in the BCDR Plan.

3.3 The BCDR Plan must be upgradeable and sufficiently flexible to support any changes to the Services or to the business processes facilitated by and the business operations supported by the Services.

3.4 The Supplier shall not be entitled to any relief from its obligations under the Service Levels or to any increase in the Contract Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

4. PART B - BUSINESS CONTINUITY ELEMENT - PRINCIPLES AND CONTENTS

4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes and operations facilitated by the Services remain supported and to ensure continuity of the business operations supported by the Services including but not limited to and unless the Customer expressly states otherwise in writing:

4.1.1 the alternative processes, (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the Services; and

4.1.2 the steps to be taken by the Supplier upon resumption of the Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.

4.2 The Business Continuity Plan shall address the various possible levels of failures of or disruptions to the Services and the services to be provided and the steps to be taken to remedy the different levels of failure and disruption. The Business Continuity Plan shall also clearly set out the conditions and/or circumstances under which the Disaster Recovery Plan is invoked.

5. PART C - DISASTER RECOVERY ELEMENT - PRINCIPLES AND CONTENTS

5.1 The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Customer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.

5.2 The Disaster Recovery Plan shall only be invoked upon the occurrence of a Disaster.

5.3 The Disaster Recovery Plan shall include the following:

5.3.1 the technical design and build specification of the Disaster Recovery System;

5.3.2 details of the procedures and processes to be put in place by the Supplier and any Sub-Contractor in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any testing of the same including but not limited to the following:

5.3.2.1 data centre and disaster recovery site audits;

5.3.2.2 backup methodology and details of the Supplier's approach to data back-up and data verification;

- 5.3.2.3 identification of all potential disaster scenarios;
 - 5.3.2.4 risk analysis;
 - 5.3.2.5 documentation of processes and procedures;
 - 5.3.2.6 hardware configuration details;
 - 5.3.2.7 network planning including details of all relevant data networks and communication links;
 - 5.3.2.8 invocation rules;
 - 5.3.2.9 Services recovery procedures;
 - 5.3.2.10 steps to be taken upon Services resumption to address any prevailing effect of the Services failure or disruption;
- 5.3.3 any applicable Service Levels with respect to the provision of Disaster Recovery Services and details of any agreed relaxation upon the Service Levels during any period of invocation of the Disaster Recovery Plan;
 - 5.3.4 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
 - 5.3.5 access controls (to any disaster recovery sites used by the Supplier or any Sub-Contractor in relation to its obligations pursuant to this Schedule 5); and
 - 5.3.6 testing and management arrangements.

6. PROVISION, REVIEW AND AMENDMENT OF THE BCDR PLAN

- 6.1 The Supplier shall provide a draft of the BCDR Plan within twenty (20) Working Days following the Commencement Date.
- 6.2 The Supplier shall review part or all of the BCDR Plan (and the risk analysis on which it is based):
 - 6.2.1 on a regular basis and as a minimum once every six (6) Months;
 - 6.2.2 within three (3) Months of the BCDR Plan (or any part) having been invoked pursuant to paragraph 8 of this Schedule; and
 - 6.2.3 where the Customer requests any additional reviews (over and above those provided for in paragraphs 6.2.1 and 6.2.2 of this Schedule) by notifying the Supplier to such effect in writing, whereupon the Supplier shall conduct such reviews in accordance with the Customer's written requirements. The costs of both Parties for any such additional reviews will be met by the Customer.
- 6.3 Each review pursuant to paragraph 6.1 of the BCDR Plan shall be a review of the procedures and methodologies set out in the BCDR Plan and shall assess their

suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan and shall also have regard to the occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within the period required by the BCDR Plan or if no such period is required within such period as the Customer shall reasonably require. The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Customer a report ("Review Report") setting out:

- 6.3.1 the findings of the review;
- 6.3.2 any changes in the risk profile associated with the Services; and
- 6.3.3 the Supplier's proposals ("**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan following the review detailing the impact (if any and to the extent that the Supplier can reasonably be expected to be aware of the same) that the implementation of such proposals may have on any services or systems provided by a third party.

6.4 The Supplier shall as soon as is reasonably practicable after receiving the Customer's approval of the Supplier's Proposals (having regard to the significance of any risks highlighted in the Review Report) effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the project's risk profile.

7. TESTING OF THE BCDR PLAN

7.1 The Supplier shall test the BCDR Plan on a regular basis (and in any event not less than once in every year during the Contract Period). Subject to paragraph 7.2, the Customer may require the Supplier to conduct additional tests of some or all aspects of the BCDR Plan at any time where the Customer considers it necessary, including where there has been any change to the Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the BCDR Plan.

7.2 If the Customer requires an additional test of the BCDR Plan it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Customer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Customer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.

7.3 Following each test, the Supplier shall send to the Customer a written report summarising the results of the test and shall promptly implement any actions or remedial measures which the Customer considers to be necessary as a result of those tests.

7.4 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with the Customer and shall liaise with the Customer in respect of the

planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Customer in this regard. Where required by the Customer, each test shall be carried out under the supervision of the Customer or its nominee.

- 7.5 The Supplier shall ensure that any use by it or any Sub-Contractor of "live" data in such testing is first approved with the Customer. Copies of live test data used in any such testing shall be (if so required by the Customer) destroyed or returned to the Customer on completion of the test.
- 7.6 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Customer a report setting out:
- 7.6.1 the outcome of the test;
 - 7.6.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.6.3 the Supplier's proposals for remedying any such failures.
- 7.7 Following each test, the Supplier shall take all measures requested by the Customer, (including requests for the re-testing of the BCDR Plan) to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at no additional cost to the Customer, by the date reasonably required by the Customer and set out in such notice.
- 7.8 For the avoidance of doubt, the carrying out of a test of the BCDR Plan (including a test of the BCDR Plan's procedures) shall not relieve the Supplier of any of its obligations under this Schedule 5 or otherwise.
- 7.9 The Supplier shall also perform a test of the BCDR Plan as part of the commissioning of the Services.
- 8. INVOCATION OF THE BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN**
- 8.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Customer promptly of such invocation). In all other instances the Supplier shall only invoke or test the BCDR Plan with the prior consent of the Customer.
- 8.2 Following a request from the Customer, the Supplier shall provide a written incident report and the BCDR Plan review following a plan invocation, but in any event within twenty (20) Working Days of full business recovery.

SCHEDULE 6: SERVICE LEVELS AND SERVICE CREDITS

This Schedule 6 sets out the Service Levels which the Supplier is required to achieve when delivering the Services, the mechanism by which Service Failures will be managed and the method by which the Supplier's performance of the Services by the Supplier will be monitored. This Schedule comprises of:

- 1: Service Levels; and
- 2: Performance Monitoring.

1. SERVICE LEVELS

- 1.1 The overarching Service Levels and KPIs are provided in, Schedule 12, Services Specification, Appendix H.
- 1.2 Should the Client require any enhanced or further Service Level requirements, then these be agreed using the Change Control Procedure detailed in Schedule 1.

2. PERFORMANCE MONITORING

2.1 PRINCIPAL POINTS

- 2.1.1 This section provides the methodology for monitoring the Services:
 - a) to ensure that the Supplier is complying with the Service Levels; and
 - b) for identifying any failures to achieve Service Levels in the performance of the Supplier and/or delivery of the Services ("Performance Monitoring System").
- 2.1.2 Within twenty (20) Working Days of the Commencement Date the Supplier shall provide the Customer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

2.2 REPORTING OF SERVICE FAILURES

- 2.2.1 The Customer shall report all failures to achieve Service Levels and any Critical Service Failure to the Customer in accordance with the processes agreed in paragraph 1.2 above.

2.3 PERFORMANCE MONITORING AND PERFORMANCE REVIEW

- 2.3.1 The Supplier shall provide the Customer with reports in accordance with the process and timescales agreed pursuant to paragraph 1.2 above which shall contain, as a minimum, the following information in respect of the relevant period just ended:
 - a) for each Service Level, the actual performance achieved over the Service Level for the relevant period;
 - b) a summary of all failures to achieve Service Levels that occurred during that period;
 - c) any Critical Service Failures and details in relation thereto;

d) for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;

e) the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and

f) such other details as the Customer may reasonably require from time to time.

2.3.2 The Parties shall attend meetings to discuss Service Level reports ("Performance Review Meetings") on a monthly basis (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the Supplier and the Customer of the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):

a) take place within one (1) week of the reports being issued by the Supplier;

b) take place at such location and time (within normal business hours) as the Customer shall reasonably require unless otherwise agreed in advance;

c) be attended by the Supplier's Representative and the Customer's Representative; and

d) be fully minuted by the Supplier. The prepared minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Customer's representative and any other recipients agreed at the relevant meeting. The minutes of the preceding month's Performance Review Meeting will be agreed and signed by both the Supplier's representative and the Customer's Representative at each meeting.

2.3.3 The Customer shall be entitled to raise any additional questions and/or request any further information regarding any failure to achieve Service Levels.

2.3.4 The Supplier shall provide to the Customer such supporting documentation as the Customer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified period.

2.4 SATISFACTION SURVEYS

2.4.1 In order to assess the level of performance of the Supplier, the Customer may undertake satisfaction surveys in respect of the Supplier's provision of the Services.

2.4.2 The Customer shall be entitled to notify the Supplier of any aspects of their performance of the Services which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with the Contract.

2.4.3 All other suggestions for improvements to the Services shall be dealt with as part of the continuous improvement programme pursuant to Clause 9.

SCHEDULE 7: SOFTWARE TERMS

Where the Tenderer proposes to use Software, which will require the Client to enter into a license arrangement, then the conditions listed Schedule 7, Software Terms category as noted in this schedule will apply.

1. BRONZE LICENCE TERMS

- 1.1 Each licence granted under the Bronze Licence Terms shall be for the Contract Period, royalty free and non-exclusive and shall allow the Customer to Use the software.
- 1.2 The Customer may sub-license the rights granted to it pursuant to paragraph 1.1 to a third party provided that:
 - 1.2.1 the sub-licence only authorises the third party to Use the software for the benefit of the Customer; and
 - 1.2.2 the third party has entered into a confidentiality undertaking with the Customer.
- 1.3 The Customer may copy the software licensed pursuant to paragraph 1.1 above in order to create an archival copy and a back up copy of it. When copying such software, the Customer shall include the original machine readable copyright notice, and a label affixed to the media identifying the software and stating: "This medium contains an authorised copy of copyrighted software which is the property of insert name of owner."
- 1.4 The Customer may:
 - 1.4.1 assign, novate or otherwise dispose of its rights and obligations licensed under the Bronze Licence Terms to any other body (including any private sector body) which substantially performs any of the functions that previously had been performed by the Customer; or
 - 1.4.2 transfer the licences granted pursuant to this Contract to other machines or users within the Customer.
- 1.5 Any change in the legal status of the Customer which means that it ceases to be a Contracting Body shall not affect the validity of any licence granted under the Bronze Licence Terms. If the Customer ceases to be a Contracting Body, the Bronze Licence Terms shall be binding on any successor body to the Customer.
- 1.6 At any time during the Contract Period, the Supplier or third party licensor (as the case may be) may terminate a licence granted under the Bronze Licence Terms with thirty (30) Working Days notice in writing (or such other period as agreed by the Parties) if:
 - 1.6.1 the Customer uses the software for any purpose not expressly permitted by the Bronze Licence Terms or the Contract; or

- 1.6.2 the Customer commits any material breach of the Bronze Licence Terms which, if the breach is capable of remedy, is not remedied within twenty (20) Working Days after the Supplier or third party licensor (as the case may be) giving the Customer written notice specifying the breach and requiring its remedy.

2. SILVER LICENCE TERMS

- 2.1 Each licence granted under the Silver Licence Terms pursuant to this paragraph shall be on the same terms as paragraph 1 above (with the appropriate changes) as supplemented and amended by the following provisions:

2.1.1 the term of the licence shall be perpetual and shall include the right for any Replacement Supplier to Use the software;

2.1.2 the right to grant sub-licenses shall include the right to sub-licence to any Replacement Supplier; and

2.1.3 the licence shall survive the termination or expiry of the Contract.

3. GOLD LICENCE TERMS

- 3.1 Each licence granted under the Gold Licence Terms pursuant to this paragraph shall be on the same terms as paragraph 2 above (with the appropriate changes including, for the avoidance of doubt, change in the meaning of "Use" to reflect the fact that it relates to Gold Software) as supplemented and amended by the following provisions:

3.1.1 the licence shall be irrevocable and shall include the right to use the Source Code in the Gold Software;

3.1.2 the right to grant sub-licences shall not be subject to any provisos or restrictions;

3.1.3 the licence shall not include a right for the Customer, or any person on behalf of the Customer, to:

3.1.3.1 provide a copy of the software to any person for money or for other valuable consideration;

3.1.3.2 Use the software as an integral part of any product which is supplied to any person for money or for other valuable consideration;

3.1.3.3 Use the software in the development of any product that competes with those of the Supplier; and

3.1.3.4 to exploit commercially the software.

4. COTS LICENCE TERMS

Each licence granted under the COTS Licence Terms pursuant to this paragraph shall be on the same terms as paragraph 2 above (with the appropriate changes) as supplemented and amended by the following provisions:

- 4.1 if so requested by the Customer, the Supplier shall procure that the third party licensor in respect of the COTS Software directly grants to the Customer and each Replacement Supplier a direct licence of the COTS software on the same terms as Silver Licence Terms.

5. ASSIGNED SOFTWARE TERMS

- 5.1 The Supplier hereby assigns to the Customer, with full title guarantee, title to and all rights and interest in the Assigned Software or shall procure that the first owner of the Assigned Software assigns it to the Customer on the same basis.
- 5.2 The assignment under paragraph 5.1 shall either take effect on the Commencement Date or as a present assignment of future rights that will take effect immediately on the coming into existence of the relevant Assigned Software, as appropriate.
- 5.3 The Supplier shall waive or procure a waiver of any moral rights in any copyright works assigned to the Customer under this Contract.
- 5.4 If requested to do so by the Customer, the Supplier shall without charge to the Customer execute all documents and do all such further acts as the Customer may require to perfect the assignment under paragraph 5.1 or shall procure that the owner of the Assigned Software does so on the same basis.

SCHEDULE 8: EXIT PLANNING AND SERVICE TRANSFER ARRANGEMENT

1. INTRODUCTION

- 1.1 This Schedule describes provisions that should be included in the Exit Plan, the duties and responsibilities of the Supplier to the Customer leading up to and covering the expiry or termination (howsoever arising) (including partial termination) of this Contract and the transfer of service provision to a Replacement Supplier.
- 1.2 The objectives of the Exit Planning and Service Transfer Arrangements are to ensure a smooth transition of the availability of the Services from the Supplier to a Replacement Supplier at the termination (howsoever arising) (including partial termination) or expiry of this Contract.

2. EXIT PLANNING AND SERVICE TRANSFER ARRANGEMENTS

- 2.1 The Supplier agrees to indemnify and keep the Customer fully indemnified for itself and on behalf of any Replacement Supplier in respect of any claims, costs (including reasonable legal costs), demands, and liabilities arising from the provision of incorrect information provided to the Customer by the Supplier, to the extent that any such claim, cost, demand or liability directly and unavoidably arises from the use of the incorrect information in a manner that can reasonably be assumed to be proper in bidding for or providing services similar to the Services.

3. EXIT PLAN

- 3.1 Further to Clause 5.7, the Customer shall review the Exit Plan within twenty (20) Working Days of receipt from the Supplier and shall notify the Supplier of any suggested revisions to the Exit Plan. In this respect, the Customer will act neither unreasonably, capriciously nor vexatiously. Such suggested revisions shall be discussed and resolved within ten (10) Working Days. The agreed Exit Plan shall be signed as approved by each Party (within thirty (30) Working Days after submission of the draft Exit Plan).
- 3.2 The Exit Plan shall provide comprehensive proposals for the activities and the associated liaison and assistance that will be required for the successful transfer of the Services. The Supplier shall ensure that the Exit Plan shall include as a minimum:
- 3.2.1 a detailed description of how the Services will be ceased and transferred to the Customer and/or the Replacement Supplier as the case may be;
 - 3.2.2 details of the management structure to be employed by the Supplier to effectively transfer the Services to the Customer and/or Replacement Supplier as the case may be;
 - 3.2.3 details of how relevant knowledge will be transferred to the Customer and/or the Replacement Supplier; and
 - 3.2.4 details of contracts (if any) which will be available for transfer to the Customer and/or the Replacement Supplier upon expiry or termination of the Contract together with any reasonable costs required to effect such transfer (and the Supplier agrees that all assets and contracts used by the

- Supplier in connection with the provision of the Services will be available for such transfer);
- 3.2.5 proposals for the training of key members of the Replacement Supplier's personnel in connection with the continuation of the provision of the Services following the expiry or termination (howsoever arising) of this Contract charged at rates agreed between the Parties at that time;
 - 3.2.6 proposals for providing the Customer or a Replacement Supplier copies of all documentation:
 - 3.2.6.1 used in the provision of the Services and necessarily required for the continued use thereof, in which the Intellectual Property Rights are owned by the Supplier; and
 - 3.2.6.2 relating to the use and operation of the Services;
 - 3.2.7 proposals for the methods of transfer of the Services to the Customer or a Replacement Supplier;
 - 3.2.8 proposals for the assignment or novation of all Services, leases, maintenance agreements and support agreements utilised by the Supplier in connection with the performance of the Services;
 - 3.2.9 proposals for the identification and return of all Property in the possession of and/or control of the Supplier or any third party (including any Sub-Contractor);
 - 3.2.10 proposals for the disposal of any redundant Services and materials; and
 - 3.2.11 proposals for the supply of any other information or assistance reasonably required by the Customer or a Replacement Supplier in order to effect an orderly handover of the provision of the Services.
- 3.3 The Exit Plan shall be reviewed and updated by the Supplier. In this regard, the Supplier shall provide a revised version of the Exit Plan to the Customer on or before 31st July and 31st January each Contractual Year (or more frequently as may be agreed between the Parties). The revised Exit Plan shall be reviewed and agreed in accordance with the provisions of paragraph 3.1 of this Schedule.
- 4. ASSISTANCE ON EXPIRY OR TERMINATION**
- 4.1 In the event that this Contract expires or is terminated the Supplier shall, where so requested by the Customer, provide assistance to the Customer to migrate the provision of the Services to a Replacement Supplier including as set out in the Exit Plan.
- 5. PRE-EXIT OBLIGATIONS**
- 5.1 The Supplier agrees that, subject to compliance with the Data Protection Legislation:
- 5.1.1 within twenty (20) Working Days of the earliest of:

- 5.1.1.1 receipt of a notification from the Customer of a Service Transfer or intended Service Transfer; or
- 5.1.1.2 receipt of the giving of notice of early termination of this Contract or any part thereof; or
- 5.1.1.3 the date which is six (6) Months before the due expiry date of this Contract,

it shall provide a list of those of its, or its Sub-Contractors', Staff who are wholly or mainly assigned to the provision of the Services which the Supplier believes will transfer to the Customer or the Replacement Supplier (as the case may be), together with Staffing Information in relation to such employees;

- 5.1.2 at least ten (10) Working Days prior to the Service Transfer Date, the Supplier shall provide to the Customer for itself or on behalf of any Replacement Supplier (as the case may be) a final list of employees which shall be transferred under TUPE (the "Transferring Supplier Employees") and any updated Staffing Information in relation to such Transferring Supplier Employees; and
 - 5.1.3 the Customer shall be permitted to use and disclose information provided by the Supplier under paragraph 5 of this Schedule for informing any Tenderer or other prospective Replacement Supplier.
- 5.2 The Supplier warrants, for the benefit of the Customer and any Replacement Supplier, that the information provided under paragraph 5 of this Schedule shall be complete, true and accurate.
- 5.3 From the date of the earliest event referred to in paragraphs 5.1.1.1 to 5.1.1.3 of this Schedule, the Supplier agrees that it shall not, and agrees to procure that its Sub-Contractors shall not without the prior Approval of the Customer in respect of those employees engaged in the provision of the Services:
- 5.3.1 increase or reduce the total number of employees so engaged, or give notice to terminate the employment of any such employees; or
 - 5.3.2 replace or re-deploy any such employee other than where any replacement is of equivalent grade, skills, experience and expertise; or
 - 5.3.3 make, promise, propose or permit any changes to their terms and conditions of employment (including any payments connected with the termination of employment).
- 5.4 Within seven (7) Working Days following the subsequent Service Transfer Date, the Supplier will provide to the Customer or any Replacement Supplier, in respect of each person on the Final Staff List (as defined under Clause 17.1.2) who is a Transferring Supplier Employee:
- 5.4.1 the most recent Month's copy pay slip data;
 - 5.4.2 details of cumulative pay for tax and pension purposes;
 - 5.4.3 details of cumulative tax paid;

- 5.4.4 tax code;
- 5.4.5 details of any voluntary deductions from pay; and
- 5.4.6 bank/building society account details for payroll purposes.

SCHEDULE 9: DIVERSITY & EQUALITY

1. INTRODUCTION

This Schedule sets out the Diversity and Equality requirements which are applicable to the provision of the Services. This Schedule comprises:

- 1.1 Part A: Low Risk and / or Low Value Procurement**
- 1.2 Part B: High Risk and / or High Value Procurement**

PART A (APPLICABLE TO THIS CONTRACT)

Low Risk and / or Low Value Procurement

1. GENERAL

- 1.1 The Supplier acknowledges that the Customer has a 'duty to promote' equality and must at all times be seen to be actively promoting equality of opportunity for, and good relations between, all persons, irrespective of their race, gender, gender reassignment, disability, age, sexual orientation or religion/belief or in terms of pregnancy and maternity or marriage and civil partnership. The Supplier must ensure that each of its Sub-Contractors involved in delivery of this Contract are aware of, and acknowledge, that the Customer has a 'duty to promote' equality.
- 1.2 In delivering the Services, the Supplier shall, and shall procure that its Sub-Contractors shall, assist and cooperate with the Customer in satisfying Equality duties by fully complying with the requirements of this Schedule.

2. COMPLIANCE

- 2.2 The Supplier acknowledges the provisions of the Equality Legislation.
- 2.3 The Supplier shall provide a copy of their Diversity and Equality Policy in accordance with paragraphs 2.5 and 2.6 of this Schedule, within six (6) Months of the Commencement Date, and on any revision within the Contract Period thereafter.
- 2.4 The Supplier will provide workforce monitoring data in accordance with paragraph 3 of this Schedule, within six (6) Months of the Commencement Date and annually thereafter during the Term of the Contract.
- 2.5 The Customer will consider and agree the submissions made by the Supplier when complying with paragraphs 2 and 3 of this Schedule. Any issues will be raised with the Supplier by the contract manager acting on behalf of the Customer. If an issue relates to a Sub-Contractor, the Supplier must raise and resolve the issue with the Sub-Contractor. Once submissions are approved by the Customer the Supplier will formally review, revise and resubmit all information required in paragraph 2.2 and paragraph 2.3 on an annual basis. Diversity and equality aspects will also be discussed jointly by the Customer and the Supplier as an ongoing item at the Contract review meetings.
- 2.6 The Supplier shall produce a Diversity and Equality Policy within six (6) Months of the Commencement Date to which it shall adhere in delivering the Services, though it does not have to be specific to the contract, the Policy, as a minimum shall:
- a) address the prevention of unlawful discrimination and promoting equality of opportunity in respect of:
 - i) Race
 - ii) Gender
 - iii) Gender reassignment
 - iv) Disability
 - v) Age

- vi) Sexual orientation
 - vii) Religion/Belief
 - viii) Pregnancy and Maternity
 - ix) Marriage and Civil Partnerships,
- b) Contain commitment and sign off from senior management,
 - c) Apply to the treatment of Staff, Customers, Sub-Contractors, suppliers and other stakeholders,
 - d) Identify the structures (if any) already in place, or which will be in place (and by when) and what resources are, or will be (and by when), directed towards diversity and equality within the Supplier's organisation including in relation to:
 - i. Harassment;
 - ii. Bullying;
 - iii. Victimisation;
 - iv. Recruitment procedures; and
 - v. Staff training and development.
 - e) Provide for the setting and monitoring of targets in relation to diversity and equality, and
 - g) Detail how (and by when) the policy will be communicated to Staff and Sub-Contractors.
- 2.7 In delivering the Services, the Supplier shall provide written evidence that demonstrates that:
- a) reasonable adjustments are made, as required by Equality Legislation, to make those Services accessible to disabled people and that, in the case of Information Technology services, those services are in accordance with the Customer's standards;
 - b) all Staff have had appropriate training so that they understand the duties required by Equality Legislation not to discriminate and to promote equality
- 2.8 The Customer may request further information and assurance relating to Diversity & Equality at any point during the duration of this Contract.
- 2.9 The Supplier shall notify the Customer of the details of any diversity and equality cases and tribunals (including volumes and outcomes) relating to the Supplier and any Sub-Contractors.

3. MONITORING AND REPORTING

3.1 The Supplier shall provide workforce monitoring data as detailed in paragraph 3.2 of this Schedule. A template for data collected in paragraphs 3.2, 3.3 and 3.4 will be provided by the Customer. Completed templates for the Supplier and each Sub-Contractor will be submitted by the Supplier with the Diversity and Equality Delivery Plan within six (6) Months of the Commencement Date and annually thereafter. Suppliers are required to provide workforce monitoring data for the workforce involved in delivery of this Contract. Data relating to the wider Supplier workforce and wider Sub-Contractors' workforce would however be well received by the Customer. Suppliers and any Sub-Contractors are required to submit percentage figures only in response to paragraphs 3.2(a), 3.2(b) and 3.2(c).

3.2. The Supplier and Sub-Contractors will each provide separate information detailing:

- a) the proportion of employees who are:
 - i) female;
 - ii) disabled; and/or
 - iii) those who prefer not to state gender and/or disability.

b) the proportion of Staff who in terms of ethnicity are:

White

- i) white British;
- ii) white Irish;
- iii) of any other white background.

Mixed

- iv) white and black Caribbean;
- v) white and black African;
- vi) white and Asian;
- vii) of any other mixed background.

Asian or Asian British

- viii) Indian;
- ix) Pakistani;
- x) Bangladeshi;
- xi) of any other Asian background.

Black or Black British

- xii) Caribbean;
- xiii) African;
- xiv) of any other Black background.

Chinese or other ethnic group

- xv) Chinese;
- xvi) of any other ethnic group.

Prefer not to state

- xvii) Prefer not to state ethnicity.

For the avoidance of doubt, the seventeen (17%) percentage figures submitted under categories i) to xvii) of this paragraph 3.2(b) (in each template in respect of the Supplier's employees and each Sub-Contractors employees) should total one hundred percent (100%).

- c) The Supplier will provide details of the proportion of its Sub-Contractors retained in relation to this Contract that are:
 - i) small to medium sized enterprises (meaning enterprises with less than two hundred and fifty (250) employees and a maximum annual turnover of forty (40) million pounds);
 - (ii) ethnic minority enterprises (in each case meaning an enterprise fifty one percent (51%) or more of which is owned by members of one (1) or more ethnic minority groups, or, if there are few owners, where at least fifty percent (50%) of the owners are members of one (1) or more ethnic minority groups). For this purpose, ethnic minority groups means ethnic groups other than White as referred to at paragraph 3.2(b) of this Schedule: and
 - iii) black ethnic minority enterprises (in each case meaning an enterprise fifty one percent (51%) or more of which is owned by members of the Black or Black British ethnic group, or, if there are few owners, where at least fifty percent (50%) of the owners are members of the Black or Black British ethnic group). For this purpose, the Black or Black British ethnic group has the meaning referred to at categories xii) to xiv) in paragraph 3.2(b) of this Schedule.

- 3.3 The Supplier shall, and shall procure that its Sub-Contractors shall ensure at all times that they comply with the requirements of the DPA in the collection and reporting of the information to the Customer.

PART B

High Risk and / or High Value Procurement

This Schedule sets out the Diversity and Equality requirements which are applicable to the provision of the Services.

1. GENERAL

- 1.1 The Supplier acknowledges that the Customer has a 'duty to promote' equality and must at all times be seen to be actively promoting equality of opportunity for, and good relations between, all persons, irrespective of their race, gender, gender reassignment, disability, age, sexual orientation or religion/belief or in terms of pregnancy and maternity or marriage and civil partnership. The Supplier must ensure that each of its Sub-Contractors involved in delivery of this Contract are aware of, and acknowledge, that the Customer has a 'duty to promote' equality.
- 1.2 In delivering the Services, the Supplier shall, and shall procure that its Sub-Contractors shall, assist and cooperate with the Customer in satisfying Equality duties by fully complying with the requirements of this Schedule.

2. COMPLIANCE

- 2.1 The Supplier acknowledges the provisions of the Equality Legislation.
- 2.2 The Supplier shall produce a Diversity and Equality Delivery Plan in accordance with paragraphs 2.5 and 2.6 of this Schedule, within six (6) Months of the Commencement Date, and annually thereafter. The Diversity and Equality Delivery Plan must be specific to this Contract and include details for all Sub-Contractors involved in delivery of this Contract.
- 2.3 The Supplier will provide workforce monitoring data in accordance with paragraph 3 of this Schedule, within six (6) Months of the Commencement Date and annually thereafter.
- 2.4 The Customer will consider and agree the submissions made by the Supplier when complying with paragraphs 2 and 3 of this Schedule. Any issues will be raised with the Supplier by the contract manager acting on behalf of the Customer. If an issue relates to a Sub-Contractor, the Supplier must raise and resolve the issue with the Sub-Contractor. Once submissions are approved by the Customer the Supplier will formally review, revise and resubmit all information required in paragraphs 2.2 and 2.3 on an annual basis. Diversity and equality aspects will also be discussed jointly by the Customer and the Supplier as an ongoing item at the Contract review meetings.
- 2.5 In delivering the Services, the Supplier shall prepare the Diversity and Equality Delivery Plan which as a minimum includes:
 - a) an overview of Supplier and any Sub-Contractor's policy/policies and procedures for preventing unlawful discrimination and promoting equality of opportunity in respect of:

- i) Race
 - ii) Gender
 - iii) Gender reassignment
 - iv) Disability
 - v) Age
 - vi) Sexual orientation
 - vii) Religion/Belief
 - viii) Pregnancy and Maternity
 - ix) Marriage and Civil Partnerships
- b) an overview of Supplier and any Sub-Contractor's policy/policies and procedures covering:
- i) Harassment
 - ii) Bullying
 - iii) Victimisation
 - iv) Recruitment procedures
 - v) Staff training and development

Full policy documents must be made available to the Customer on request;

- c) details of the way in which the above policy/policies and procedures are, or will be (and by when), communicated to the Staff;
 - d) details of what general diversity and equality related training has been, or will be delivered (and by when), to Staff;
 - e) details of what structure is already in place, or will be in place (and by when) and what resources are, or will be (and by when), directed towards diversity and equality within the Supplier and any Sub-Contractor's organisation; and
 - f) details of any diversity and equality cases and tribunals (including volumes and outcomes) relating to the Supplier and any Sub-Contractors.
- 2.6 In delivering the Services, the Supplier shall provide written evidence within the Diversity and Equality Delivery Plan that demonstrates that:
- a) appropriate equality assessments have been carried out in conjunction with the Customer prior to the Services being delivered and will be carried out in the event of any changes to the Services, in accordance with Equality Legislation;
 - b) reasonable adjustments are made, as required by Equality Legislation, to make those Services accessible to disabled people and that, in the case of Information Technology services, those services are in accordance with the Customer's standards;
 - c) all Staff have had appropriate training so that they understand the duties required by the Equality Legislation.

- 2.7 The Customer may request further information and assurance relating to Diversity & Equality at any point during the duration of this Contract.

3. MONITORING AND REPORTING

3.1 The Supplier shall provide workforce monitoring data as detailed in paragraph 3.2 of Part B of this Schedule. A template for data collected in paragraphs 3.2, 3.3 and 3.4 will be provided by the Customer. Completed templates for the Supplier and each Sub-Contractor will be submitted by the Supplier with the Diversity and Equality Delivery Plan within six (6) Months of the Commencement Date and annually thereafter. Suppliers are required to provide workforce monitoring data for the workforce involved in delivery of this Contract. Data relating to the wider Supplier workforce and wider Sub-Contractors workforce would however be well received by the Customer. Suppliers and any Sub-Contractors are required to submit percentage figures only in response to paragraphs 3.2(a), 3.2(b) and 3.2(c).

3.2 The Supplier and Sub-Contractors will each provide separate information detailing:

a) the proportion of employees who are:

- i) female;
- ii) disabled; and/or
- iii) those who prefer not to state gender and/or disability.

b) the proportion of Staff who in terms of ethnicity are:

White

- i) white British;
- ii) white Irish;
- iii) of any other white background.

Mixed

- iv) white and black Caribbean;
- v) white and black African;
- vi) white and Asian;
- vii) of any other mixed background.

Asian or Asian British

- viii) Indian;
- ix) Pakistani;
- x) Bangladeshi;
- xi) of any other Asian background.

Black or Black British

- xii) Caribbean;
- xiii) African;
- xiv) of any other Black background.

Chinese or other ethnic group

- xv) Chinese;
- xvi) of any other ethnic group.

Prefer not to state

- xvii) Prefer not to state ethnicity

For the avoidance of doubt, the seventeen (17%) percentage figures submitted under categories i) to xvii) of this paragraph 3.2(b) (in each template in respect of the Supplier's employees and each Sub-Contractors employees) should total one hundred percent (100%).

- c) The Supplier will provide details of the proportion of its Sub-Contractors that are:
- i) small to medium sized enterprises (meaning enterprises with less than two hundred and fifty (250) employees and a maximum annual turnover of forty (40) million pounds);
 - ii) ethnic minority enterprises (in each case meaning an enterprise fifty one percent (51%) or more of which is owned by members of one (1) or more ethnic minority groups, or, if there are few owners, where at least fifty percent (50%) of the owners are members of one (1) or more ethnic minority groups). For this purpose, ethnic minority groups means ethnic groups other than White as referred to at paragraph 3.2(b) of this Schedule: and
 - iii) black ethnic minority enterprises (in each case meaning an enterprise fifty one percent (51%) or more of which is owned by members of the Black or Black British ethnic group, or, if there are few owners, where at least fifty percent (50%) of the owners are members of the Black or Black British ethnic group). For this purpose, the Black or Black British ethnic group has the meaning referred to at categories xii) to xiv) in paragraph 3.2(b) of this Schedule.

For the avoidance of doubt, any given Sub-Contractor may fall into one (1), two (2), three (3) or all of the categories i) to iv) listed in paragraph 3.2(c) of this Schedule, depending on its composition.

- 3.3 The Supplier and any Sub-Contractors will compare their figures, in all categories listed in paragraphs 3.2(a), 3.2(b) and 3.2(c) of this Schedule, and

provide (where possible) comparisons against any official national/regional statistics that are publicly available.

- 3.4 The Supplier and any Sub-Contractors will provide evidence of activities undertaken, or planned, in order to try and improve their current position in the categories detailed in paragraphs 3.2(a), 3.2(b) and 3.2(c) of this Schedule.
- 3.5 The Supplier shall, and shall procure that its Sub-Contractors shall ensure at all times that they comply with the requirements of the DPA in the collection and reporting of the information to the Customer.

SCHEDULE 10: STANDARDS

1. INTRODUCTION

This Schedule 10 sets out the Standards with which the Supplier shall comply in its provision of the Services and details the Supplier's obligations to comply with future Government requirements and standards.

2. COMPLYING WITH FUTURE GOVERNMENT REQUIREMENTS AND STANDARDS

The Supplier shall comply with current and future Government requirements and standards in accordance with any Government Guidance issued during the Term of this procurement and as developed and updated, from time to time.

3. CURRENT QUALITY AND TECHNICAL STANDARDS

- 3.1. The Supplier shall at all times comply with the Quality and Technical Standards.
- 3.2. The Supplier shall use its best endeavours to the best applicable techniques and standards and execute the Call-Off Agreements with all reasonable care, skill and diligence, and in accordance with Good Industry Practice.
- 3.3. The Supplier warrants and represents that all Staff assigned to the delivery of the Services shall possess and exercise such qualifications, skill and experience as are necessary for the proper delivery of the Services.
- 3.4. The introduction of new methods or systems which impinge on the delivery of the Services shall be subject to prior Approval.
- 3.5. The Supplier shall undertake its obligations arising under this Framework Agreement and in all Call-Off Agreements in accordance with the BS EN ISO 9001 Quality Management System standard, and all other quality and technical standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body (and their successor bodies), that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with and any other applicable quality standards, Government codes of practice and guidance.

SCHEDULE 11: ALTERNATIVE AND/OR ADDITIONAL CLAUSES

(NOT APPLICABLE AT THE OUTSET OF THIS CALL OFF, FOR POTENTIAL FUTURE USE ONLY)

1. INTRODUCTION

- 1.1 This Schedule 11 specifies the Alternative Clauses and Additional Clauses that were requested in the Order Form and that shall apply to this Contract.

2. CLAUSES SELECTED

- 2.1 The Customer, in the Order Form, requested that the following Alternative Clauses should apply:

- 2.1.1 Law and Jurisdiction:
- 2.1.2 English Law
- 2.1.3 Non-Crown Bodies; and
- 2.1.4 Private Authorities.

- 2.2 The Customer, in the Order Form, requested that the following Additional Clauses should apply:

- 2.2.1 Security Measures; and
- 2.2.2 Access to MOD Sites.

3. IMPLEMENTATION

The appropriate changes have been made in this Contract to implement the Alternative Clauses specified in paragraph 2.1 and the Additional Clauses specified in paragraph 2.2 shall be deemed to be incorporated into this Contract.

4. ALTERNATIVE CLAUSES

SCOTS LAW

- 4.1 **For** Scots Law, make the following changes:

- 4.1.1 Delete Clause 49.1 and insert:

49.1. SCOTS LAW AND JURISDICTION

- 49.1.1 Subject to the provisions of Clause 49.2, this Contract shall be considered as a contract made in Scotland, the Customer and the Supplier accept the exclusive jurisdiction of the Scottish Courts and agree that this Contract is to be governed by and construed according to Scots Law.

49.1.2 This Contract shall be binding upon the Customer and its successors and assignees and the Supplier and the Supplier's successors and permitted assignees.

NORTHERN IRELAND LAW

4.2 For Northern Ireland Law, make the following changes:

4.2.1 Delete Clause 49.1 and insert:

49.1 LAW AND JURISDICTION OF NORTHERN IRELAND

49.1.1 Subject to the provisions of Clause 49.2 this Contract shall be considered as a contract made in Northern Ireland, the Customer and the Supplier accept the exclusive jurisdiction of the Northern Ireland Courts and agree that this Contract is to be governed by and construed according to Northern Ireland Law.

49.1.2 This Contract shall be binding upon the Customer and its successors and assignees and the Supplier and the Supplier's successors and permitted assignees.

4.2.2 Termination

4.2.2.1 In Clause 25.1.1.6 delete "...Section 123 of the Insolvency Act 1986." and insert Article 103 of the Insolvency (NI) Order 1989.

4.2.3 Racial Discrimination

4.2.3.1 Delete Clause 32 and insert:

32. DISCRIMINATION

32.1 The Supplier shall not unlawfully discriminate within the meaning and scope of the Race Relations Act 1976, Fair Employment (NI) Acts 1976 and 1989, the Sex Discrimination (NI) Orders 1976 and 1988, the Equal Pay Act (NI) 1970, or any statutory modification or re-enactment thereof relating to discrimination in employment.

32.2 The Supplier shall take all reasonable steps to ensure the observance of the provisions of Clause 32.1 by the Sub-Contractors employed in the execution of this Contract.

NON-CROWN BODIES

4.3 Where the Customer is not a Crown Body, the following changes should be made:

4.3.1 Delete the following wording in the definition of Staff Vetting Procedures:

", including but not limited to, the provisions of the Official Secrets Act 1911 to 1989".

4.3.2 Official Secrets Act

Delete Clause 22.7.1.1 and insert "Not used"

PRIVATE AUTHORITIES

4.4 For Contracts formed with Private Authorities make the following changes:

FREEDOM OF INFORMATION

Guidance Note: Where the Customer is exempt from the FOIA, and notifies the Supplier accordingly in the Order Form, the following should be inserted to replace Clauses 22.8.1, 22.8.2 and 22.8.3

"22.8.1 The Customer has notified the Supplier that the Customer is exempt from the provisions of FOIA."

5. ADDITIONAL CLAUSES

SECURITY MEASURES

Guidance Note: number given as example. Insert as next available contract Clause number

46.1 In this Clause 46:

46.1.1 "secret matter" means any matter connected with or arising out of the performance of this Contract which has been, or may hereafter be, by a notice in writing given by the Customer to the Supplier be designated 'top secret', 'secret', or 'confidential';

46.1.2 "document" includes specifications, plans, drawings, photographs and books;

46.1.3 references to a person employed by the Supplier shall be construed as references to any person employed or engaged by the Supplier to do anything in connection with this Contract, whether under a contract of service with the Supplier or under any other contract or arrangement whatsoever; and

46.1.4 "servant" where the Supplier is a body corporate shall include a director of that body and any person occupying in relation to that body the position of director by whatever name called.

46.2 The Supplier shall not, either before or after the completion or termination of this Contract, do or permit to be done anything which it knows or ought reasonably to know may result in information about a secret matter being:

46.2.1 without the prior consent in writing of the Customer, disclosed to or acquired by a person who is an alien or who is a British subject by virtue only of a certificate of naturalisation in which his name was included;

- 46.2.2 disclosed to or acquired by a person as respects whom the Customer has given to the Supplier a notice in writing which has not been cancelled stating that the Customer requires that secret matters shall not be disclosed to that person;
- 46.2.3 without the prior consent in writing of the Customer, disclosed to or acquired by any person who is not a servant of the Supplier; or
- 46.2.4 disclosed to or acquired by a person who is an employee of the Supplier except in a case where it is necessary for the proper performance of this Contract that such person shall have the information.
- 46.3 Without prejudice to the provisions of Clause 46.2, the Supplier shall, both before and after the completion or termination of this Contract, take all reasonable steps to ensure:
- 46.3.1 that no such person as is mentioned in Clauses 46.2.1, 46.2.2 or 46.2.3 hereof shall have access to any item or document under the control of the Supplier containing information about a secret matter except with the prior consent in writing of the Customer;
- 46.3.2 that no visitor to any premises in which there is any item to be supplied under this Contract or where Services are being supplied shall see or discuss with the Supplier or any person employed by him any secret matter unless the visitor is authorised in writing by the Customer so to do;
- 46.3.3 that no photograph of any item to be supplied under this Contract or any portions of the Services shall be taken except insofar as may be necessary for the proper performance of this Contract or with the prior consent in writing of the Customer, and that no such photograph shall, without such consent, be published or otherwise circulated;
- 46.3.4 that all information about any secret matter and every document model or other item which contains or may reveal any such information is at all times strictly safeguarded, and that, except insofar as may be necessary for the proper performance of this Contract or with the prior consent in writing of the Customer, no copies of or extracts from any such document, model or item shall be made or used and no designation of description which may reveal information about the nature or contents of any such document, model or item shall be placed thereon; and
- 46.3.5 that if the Customer gives notice in writing to the Supplier at any time requiring the delivery to the Customer of any such document, model or item as is mentioned in Clause 46.3.4, that document, model or item (including all copies of or extracts there from) shall forthwith be delivered to the Customer who shall be deemed to be the owner thereof and accordingly entitled to retain the same.
- 46.4 The decision of the Customer on the question whether the Supplier has taken or is taking all reasonable steps as required by the foregoing provisions of this Clause 46.3 shall be final and conclusive.

- 46.5 If and when directed by the Customer, the Supplier shall furnish full particulars of all people who are at any time concerned with any secret matter.
- 46.6 If and when directed by the Customer, the Supplier shall secure that any person employed by it who is specified in the direction, or is one of a class of people who may be so specified, shall sign a statement that he understands that the Official Secrets Act, 1911 to 1989 and, where applicable, the Atomic Energy Act, 1946, apply to the person signing the statement both during the carrying out and after expiry or termination of a Contract.
- 46.6 If at any time either before or after the expiry or termination of this Contract it comes to the notice of the Supplier that any person acting without lawful authority is seeking or has sought to obtain information concerning this Contract or anything done or to be done in pursuance thereof, the matter shall be forthwith reported by the Supplier to the Customer and the report shall, in each case, be accompanied by a statement of the facts, including, if possible, the name, address and occupation of that person, and the Supplier shall be responsible for making all such arrangements as it may consider appropriate to ensure that if any such occurrence comes to the knowledge of any person employed by it, that person shall forthwith report the matter to the Supplier with a statement of the facts as aforesaid.
- 46.7 The Supplier shall place every person employed by it, other than a Sub contractor, who in its opinion has or will have such knowledge of any secret matter as to appreciate its significance, under a duty to the Supplier to observe the same obligations in relation to that matter as are imposed on the Supplier by Clauses 46.2 and 46.3, and shall, if directed by the Customer, place every person who is specified in the direction or is one of a class of people so specified, under the like duty in relation to any secret matter which may be specified in the direction, and shall at all times use its best endeavours to ensure that every person upon whom obligations are imposed by virtue of this Clause 46.7 observes the said obligations, and the Supplier shall give such instructions and information to every such person as may be necessary for that purpose, and shall, immediately upon becoming aware of any act or omission which is or would be a breach of the said obligations, report the facts to the Supplier with all necessary particulars.
- 46.8 The Supplier shall, if directed by the Customer, include in the Sub-Contract provisions in such terms as the Customer may consider appropriate for placing the Sub-Contractor under obligations in relation to secrecy and security corresponding to those placed on the Supplier by this Clause 46, but with such variations (if any) as the Customer may consider necessary. Further the Supplier shall:
- 46.8.1 give such notices, directions, requirements and decisions to its Sub-Contractors as may be necessary to bring the provisions relating to secrecy and security which are included in Sub-Contracts under this Clause 46.8 into operation in such cases and to such extent as the Customer may direct;
- 46.8.2 if there comes to its notice any breach by the Sub-Contractor of the obligations of secrecy and security included in their Sub-Contracts in

pursuance of this Clause 46, notify such breach forthwith to the Customer; and

4.7.8.3 if and when so required by the Customer, exercise its power to determine the Sub-Contract under the provision in that Sub-Contract which corresponds to Clause 46.11.

46.9 The Supplier shall give the Customer such information and particulars as the Customer may from time to time require for the purposes of satisfying the Customer that the obligations imposed by or under the foregoing provisions of this Clause 46 have been and are being observed and as to what the Supplier has done or is doing or proposes to do to secure the observance of those obligations and to prevent any breach thereof, and the Supplier shall secure that a representative of the Customer duly authorised in writing shall be entitled at reasonable times to enter and inspect any premises in which anything is being done or is to be done under this Contract or in which there is or will be any item to be supplied under this Contract, and also to inspect any document or item in any such premises or which is being made or used for the purposes of this Contract and that any such representative shall be given all such information as he may require on the occasion of, or arising out of, any such inspection.

46.10 Nothing in this Clause 46 shall prevent any person from giving any information or doing anything on any occasion when it is, by virtue of any enactment, the duty of that person to give that information or do that thing.

46.11 If the Customer shall consider that any of the following events has occurred:

46.11.1 that the Supplier has committed a breach of, or failed to comply with any of, the foregoing provisions of this Clause 46; or

46.11.2 that the Supplier has committed a breach of any obligations in relation to secrecy or security imposed upon it by any other contract with the Customer, or with any department or person acting on behalf of the Crown; or

46.11.3 that by reason of an act or omission on the part of the Supplier, or of a person employed by the Supplier, which does not constitute such a breach or failure as is mentioned in Clause 46.11.1, information about a secret matter has been or is likely to be acquired by a person who, in the opinion of the Customer, ought not to have such information,

and shall also decide that the interests of the State require the termination of this Contract, the Customer may by notice in writing terminate this Contract forthwith.

46.12 A decision of the Customer to terminate this Contract in accordance with the provisions of Clause 46.11 shall be final and conclusive and it shall not be necessary for any notice of such termination to specify or refer in any way to the event or considerations upon which the Customer's decision is based.

46.13

46.13.1 The Supplier may within five (5) Working Days of the termination of this Contract in accordance with the provisions of Clause 46.11, give the Customer notice in writing requesting the Customer to state whether the event upon which the Customer's decision to terminate was based is an event mentioned in Clauses 46.11.1, 46.11.2 or 46.11.3 and to give particulars of that event; and

46.13.2 the Customer shall within ten (10) Working Days of the receipt of such a request give notice in writing to the Supplier containing such a statement and particulars as are required by the request.

46.14

46.14.1 The termination of this Contract pursuant to Clause 46.11 shall be without prejudice to any rights of either party which shall have accrued before the date of such termination;

46.14.2 the Supplier shall be entitled to be paid for any work or thing done under this Contract and accepted but not paid for by the Customer at the date of such termination either at the price which would have been payable under this Contract if the Contract had not been terminated, or at a reasonable price;

46.14.3 the Customer may take over any work or thing done or made under this Contract (whether completed or not) and not accepted at the date of such termination which the Customer may by notice in writing to the Supplier given within thirty (30) Working Days from the time when the provisions of this Clause 46 shall have effect, elect to take over, and the Supplier shall be entitled to be paid for any work or thing so taken over a price which, having regard to the stage which that work or thing has reached and its condition at the time it is taken over, is reasonable. The Supplier shall in accordance with directions given by the Customer, deliver any work or thing taken over under this Clause 46.14.3, and take all such other steps as may be reasonably necessary to enable the Customer to have the full benefit of any work or thing taken over under this Clause 46.14.3; and

46.14.4 save as aforesaid, the Supplier shall not be entitled to any payment from the Customer after the termination of this Contract.

46.15 If, after notice of termination of this Contract pursuant to the provisions of Clause 46.11:

46.15.1 the Customer shall not within ten (10) Working Days of the receipt of a request from the Supplier, furnish such a statement and particulars as are detailed in Clause 46.13.1; or

46.15.2 the Customer shall state in the statement and particulars detailed in Clause 46.13.2 that the event upon which the Customer's decision to terminate this Contract was based is an event mentioned in Clause 46.11.3,

the respective rights and obligations of the Supplier and the Customer shall be terminated in accordance with the following provisions:

- 46.15.3 the Customer shall take over from the Supplier at a fair and reasonable price all unused and undamaged materials, bought-out parts and components and articles in course of manufacture in the possession of the Supplier upon the termination of this Contract under the provisions of Clause 46.11 and properly provided by or supplied to the Supplier for the performance of this Contract, except such materials, bought-out parts and components and articles in course of manufacture as the Supplier shall, with the concurrence of the Customer, elect to retain;
- 46.15.4 the Supplier shall prepare and deliver to the Customer within an agreed period or in default of agreement within such period as the Customer may specify, a list of all such unused and undamaged materials, bought-out parts and components and articles in course of manufacture liable to be taken over by or previously belonging to the Customer and shall deliver such materials and items in accordance with the directions of the Customer who shall pay to the Supplier fair and reasonable handling and delivery charges incurred in complying with such directions;
- 46.15.5 the Customer shall indemnify the Supplier against any commitments, liabilities or expenditure which are reasonably and properly chargeable by the Supplier in connection with this Contract to the extent to which the said commitments, liabilities or expenditure would otherwise represent an unavoidable loss by the Supplier by reason of the termination of this Contract;
- 46.15.6 if hardship to the Supplier should arise from the operation of this Clause 46.15 it shall be open to the Supplier to refer the circumstances to the Customer who, on being satisfied that such hardship exists shall make such allowance, if any, as in its opinion is reasonable and the decision of the Customer on any matter arising out of this Clause 46.15.6 shall be final and conclusive; and
- 46.15.7 subject to the operation of Clauses 46.15.3, 46.15.4, 46.15.5, and 46.15.6, termination of this Contract shall be without prejudice to any rights of either party that may have accrued before the date of such termination.

Guidance Note: If Clause 46 is used, ensure that the termination right under Clause 46.11 and Clause 46.15 is included in Clause 25 of the Contract.

ACCESS TO MOD SITES

47. Guidance Note: number given as example. Insert as next available Contract Clause number

47.1 In this Clause 47:

47.1.1 "Site" shall include any of Her Majesty's Ships or Vessels and Service Stations.

- 47.1.2 "Officer in charge" shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments.
- 47.2 The Customer shall issue passes for those representatives of the Supplier who are approved for admission to the Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Customer and shall be surrendered on demand or on completion of the supply of the ordered Services.
- 47.3 The Supplier's representatives when employed within the boundaries of a Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of personnel at that Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.
- 47.4 The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a Site. Sleeping accommodation and messing facilities, if required, may be provided by the Customer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's personnel for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible give his decision before the commencement of this Contract where so asked by the Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Customer and shall be obtained by the Supplier from the Officer in charge. Such certificate shall be presented to the Customer with other evidence relating to the costs of this Contract.
- 47.5 Where the Supplier's representatives are required by this Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in this Contract. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Customer shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas which is necessary for the purpose of this Contract shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge and, where so provided, shall be free of charge.
- 47.6 Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical

centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.

- 47.7 Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.
- 47.8 No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.
- 47.9 The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Customer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made at the Site to which the Supplier's representatives are attached. All such advances made by the Customer shall be recovered from the Supplier.

Guidance Note: If Clause 47 is used ensure that the term Technical Branch used in Clause 47.5 is defined in the Contract definitions

SCHEDULE 12 – SERVICES SPECIFICATION

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Glossary

The following terms are all capitalised in the document below for clarity.

BFPO	British Forces Post Office
Cohort	A body of students, typically used to refer to the number of students sitting an examination.
Collation Provider	The supplier who prepares Test Materials for dispatch/collection by the Contractor
Contractor	The Tenderer bidding for the Lot.
Controlled Assessments	Formerly known as externally assessed coursework.
DfE	Department for Education
EO	Exams Officer – the person with overall responsibility for examinations administration (generally only applies to secondary education Examination Centres)
Examination Centre	Any approved facility where an examination can be sat e.g. schools, colleges, hospitals etc.
Information Commissioner's Office	The UK's independent authority set up to uphold information rights in the public interest, promote openness by public bodies and data privacy for individuals. www.ico.gov.uk
ITT	Invitation to Tender and any accompanying information attached thereto
MI	Management information i.e. the data that supports reporting and governance
Scanning Bureau	An organisation that scans Test Scripts for onscreen marking

SOR	Statement of Requirements
STA	The Standards and Testing Agency, an executive agency of the DfE
Tender	Means the Tender in the required form submitted in response to this ITT
Terminally Lost	Also known as irretrievably lost. The date, decided by the DfE, at which all packages/scripts that have not been accounted for (delivered or held) by the Contractor will be deemed to have been lost.
Test Materials	Any materials that are used by DfE and its stakeholders for the purpose of examinations including, but not limited to, stationery, Test Papers, training materials, supporting guidance etc.
Test Paper	A test paper that has not been written on by a pupil in any way
Test Script	A test paper that has been written on by a pupil

DEPARTMENT FOR EDUCATION SEASONAL COURIER SERVICE

A1. BACKGROUND

A1.1 The Department for Education (DfE) is responsible for education and children's services.

The DfE is committed to creating a world-class state education system. We will work to improve the opportunities and experiences available to children and the education workforce.

A1.2 In October 2010, the Minister for the Cabinet Office, Francis Maude, announced the reform of public bodies. The aim of this was to save money and to establish greater accountability, transparency and efficiency in the operation of public services.

The DfE responded by forming four executive agencies within the Department: the Standards & Testing Agency (STA), the Teaching Agency (TA), the National College for School Leadership and the Education Funding Agency. The Standards & Testing Agency opened on 1 October 2011; the other three agencies began operating on 1 April 2012. The Standards and Testing Agency (STA) has taken over responsibilities for the logistics operations to support collection of packages of examinations scripts from Examination Centres (examples include GCSEs, A Levels and National Curriculum Tests). Alongside this, the STA is responsible for logistics operations to support the National Curriculum tests.

A1.3 <Removed because it referenced the Teaching Agency which no longer exists>

A1.4 Further information about the Standards and Testing Agency can be found at <https://www.gov.uk/government/organisations/standards-and-testing-agency>

A1.5 Further background information which may affect future requirements for this contract regarding National Curriculum Tests logistics can be found at Appendix A.

A2 OVERVIEW OF SERVICE REQUIREMENTS

A2.1 General

A2.1.1 The STA and HM Revenue and Customs(HMRC), acting on behalf of the Government Procurement Service (GPS), developed this Seasonal Courier Services specification to allow:

- a) GPS to set up a Framework Agreement sufficiently enabled to allow Government Organisations with a requirement for such services to set up a 'Call Off' at any time during the term of the Framework Agreement; and
 - b) the STA to establish 'Call Off' contracts for the provision of the service to coincide with the 2016/17 and potentially 2018 National Curriculum Tests.
- A2.1.2 The Framework Agreement is enabled for potential use by the wide range of public sector bodies, as detailed in the Contract Notice, and any public sector bodies which are potential users' of the Framework Agreement services are collectively, and interchangeably, referred to as the STA and or 'the Client' in the following sections.
- A2.1.3 The Contractor must ensure that it retains the flexibility to accommodate future developments any Client may have, which may affect the future scope and volume of service provision.
- A2.1.4 The Client has developed this specification for Seasonal Courier Services for the collection, storage and delivery of test papers/packs relating to students sitting Key Stage 1, Key Stage 2 and Phonics Screening Checks. The specification is for a network covering sites nominated by the STA, to include Examination Centres, designated Scanning Bureau and residential addresses for individual examiners across mainland England. The contract will be entered into by the Secretary of State for Education as, legally, STA forms part of the DfE.
- A2.1.5 The Contractor must provide a secure Seasonal Courier Service to the Client, for the collection and delivery of consignments relating to Test Materials.
- A2.1.5 The composition of the Seasonal Courier Service includes all nominated Client sites and nominated third party sites.
- A2.1.4 The Contractor needs to be aware that the Client can remove and add nominated sites to the network as and when required. Reference to the key locations in England can be found in Appendix B, but these will be subject to change during the term of the 'Call Off' contract.
- A2.1.5 To comply with the STA Security requirements applicable to sending all Test Materials between locations, the Contractor must provide:
- a. a fully tracked collection/delivery service; and
 - b. an Ad hoc same day/special collection/delivery service.
- A2.1.6 The Contractor must provide vehicles for the collection and delivery of couriered items to and from sites within the STA network.
- A2.1.7 The Contractor must ensure STA couriered items/consignments are effectively segregated from other customers' consignments:

- a. until the reconciliation of pre-advised items against the first physical network scan is complete; and
- b. when making bulk deliveries from a central hub to the designated Scanning Bureau.

A2.1.8 The Contractor must provide sortation of packages within the Contractor's premises.

A2.1.9 The Contractor must provide proposals and seek written agreement from the Client before any working practices are implemented for the Client and/or at the Contractors site, ensuring due consideration is given to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) as referred to in Part 1; Order Form, section 3.3 and Part 2: Call Off Terms, paragraph 16.

A2.2 **TA Service Requirement General Qualifications "Yellow Label Service" Overview** <Removed as not applicable to NCT logistics>

A2.3. National curriculum tests logistics Overview

A2.3.1 The Contractor must provide a seasonal courier service during the National Curriculum Tests, as detailed in Appendix A, to all the Client site areas detailed at Appendix B.

A2.3.2 The volumes of couriered packages collected will vary at each of the sites and further details of the indicative volumes are provided in Appendix C.

A2.3.3 The indicative volumes provided at Appendix C indicate that the STA are likely to be the secondary user of the seasonal courier service.

A2.3.4 The STA use a Collation Provider who prepares Test Materials for dispatch/collection by the Contractor and delivery to Examination Centres.

A2.3.5 To assist with this delivery process, the Contractor will provide to the Collation Provider details of the Contractors depot locations which will be used for the delivery of the service. This will include the delivery postcodes which will be serviced from each depot.

A2.3.6 The Collation Provider will collate Test Materials across a number of examination types into consignments, so that a single delivery can be made to each Examination Centre for the National Curriculum Tests.

A2.3.7 The Collation Provider will pre sort, onto pallets, by depot, to assist the Contractor with the sortation process for deliveries to Examination Centres areas.

A2.3.8 The Contractor will be required to collect pallets from the Collation Provider for bulk delivery to the Contractor's local depot.

A2.3.9 Where the Contractor receives bulk deliveries of Test Papers/packs from the third party Collation Provider e.g. palletised packages, the Contractor will be required to separate the bulk delivery into individual consignments for onward delivery to Examination Centres.

A2.3.10 <Removed as not applicable to NCT logistics>

A2.3.11 The Contractor will be required to supply a range of consignment numbers to the STA prior to the National Curriculum Tests, which the STA will use in conjunction with its stakeholders to produce pre printed labels which contain the Contractor's barcode.

A2.3.12 The Contractor will use this barcode for tracking purposes and the STA will inform the Contractor at which stage in the logistics process the consignment will be used, be this a collection from the Collation Provider to the Examination Centre to the designated Scanning Bureau.

A2.3.13 <Removed as not applicable to NCT logistics>

A2.3.14 The Contractor will be required to hold Test Materials including stationery and Test Packs in some of their depots throughout England so that additional Test Material can be provided, using a ad hoc/same day service, to all Examination Centres within 3 hours of a request.

A2.3.15 Further details of STA's logistic requirements can be found at Appendix F and in the following sections of this specification.

A2.3.16 It is envisaged that the use of pre-printed labels, which contain a barcode will allow the STA and the Contractor to work in collaboration to create automated manifests. This should lead to the provision of a highly cost effective service.

A3 GENERAL SERVICE REQUIREMENTS

A3.1 Definitions of Sites

A3.1.1 The Contractor is required to provide the service at the following four site types;

1. 'Collation Providers', used by the STA only, where live Test Materials are collated and prepared for bulk dispatch, collection volumes are high and collection windows must be agreed with the Collation Provider.
2. 'Examination Centres', where tests are sat by pupils, collection and delivery volumes are high, tighter delivery/collection windows are required and the maximum operating time is maintained; and

3. 'Scanning Bureau', where Test Scripts are scanned for marking, package delivery volumes are high, tighter delivery/ windows are required and the maximum operating time is maintained.

A3.2 Network Details - Collection of Packages

- A3.2.1 The Contractor must provide a daily, trackable collection service during the National Curriculum Tests, as detailed in Appendix A, to all the Client site areas detailed at Appendix B. The period and volumes of couriered packages collected will vary at each of the sites and further details of the indicative volumes are provided in Appendix C.
- A3.2.2 The Client requires site specific collection times to be arranged by the Contractor with the Examination Centres and designated Scanning Bureau during the National Curriculum Tests and for the agreed collection details to be collated into a collection forecast report
- A3.2.3 The Contractor will not be required to routinely make collections on public bank holidays other than by special arrangement.
- A3.2.4 The Contractor will be required, providing 18 hours notice is given, to make Ad hoc collections from Examination Centres;
- a. which fall within the definition of Ad hoc Collection Examination Centres as set out in the glossary (see Appendix C for indicative volumes); or
 - b. which were previously Scheduled Collection Examination Centres with Test Scripts remaining after the Scheduled collection window has closed.
- A3.2.5 The Contractor must ensure that the procedures agreed with the Client for the secure handover of the couriered packages from the Client's staff/representative to the Contractor's driver are adhered to at all times and as a minimum should consist of:
- a) adhering to the agreed collection times;
 - b) displaying any personal identification at all times during the collection process; and
 - c) adhering to set procedures relating to scanning/tracking consignments.
- A3.2.6 At 09:00, 12:00 and 21:00 end of each working day during the National Curriculum Tests the Contractor must provide a collection report detailing:
- a) the Examination Centres from which collections were made;
 - b) the centres where collections were attempted but no collections made;
 - c) the items collected referenced by consignment number and delivery address; and

- d) a comparison of actual items collected against items forecasted to be collected.

A3.3 Sortation

A3.3.1 The Contractor must ensure that a network of secure premises is available that will enable the provision of a full national service across England.

A3.3.2 The Contractor must ensure that:

- a) Procedures are adhered to for the secure handover of items between drivers and sortation staff;
- b) Items despatched using a tracked service are handled and recorded as such during the sortation process;
- c) Sortation processes are robust and efficient to maintain a next day tracked delivery service to all parts of England; and
- d) Processes are in place for securely handling mis-addressed and undeliverable packages.

A3.3.3 <Removed as not applicable to NCT logistics>

A3.3.4 <Removed as not applicable to NCT logistics>

A3.4 Delivery

A3.4.1 The Contractor must provide a daily tracked delivery service during the National Curriculum Tests to all the Client sites detailed at Appendix B. The seasonal period and volumes of packages collected will vary at each of the sites and further details of the indicative volumes are provided in Appendix C.

A3.4.2 The Client requires delivery to Examination Centres within the hours of 08:00 to 16:00. Any changes to these times must be agreed by both parties.

A3.4.3 <Removed as not applicable to NCT logistics>

A3.4.4 The Contractor must ensure that the procedures agreed with the Client for the secure handover of the couriered packages from the Client's nominated 3rd party e.g. an Examination Centre or marker to the Contractor's driver are adhered to at all times and as a minimum should consist of:

- a) delivering only to the address specified on the package (no packages should be left with separate residences);
- b) adhering to the agreed delivery times;
- c) displaying any personal identification at all times during the delivery process; and
- d) adhering to set procedures that govern the tracked service.

A3.4.5 The Contractor must ensure that arrangements are in place to allow the recipient of the delivery to collect the package from the Contractor's depot.

A3.4.6 At the end of each working day during the National Curriculum Tests the Contractor must provide a delivery report detailing:

- a) the addresses to which deliveries were made;
- b) the addresses where a delivery was attempted but not made;
- c) the items delivered referenced by consignment number and delivery address; and
- d) a comparison of actual items against items forecasted to be collected.

A3.5 Undeliverable Items

A3.5.1 If the Contractor collects items/consignments, which cannot be processed or delivered for any reason, the Contractor is required to attempt a subsequent delivery. If the second attempt is unsuccessful, the Contractor is required to hold the item/consignment securely for up to 16 days (in its depot), or reattempt delivery as requested by the Client, prior to being returned to the respective Collation Provider. This should be accompanied with a label to indicate the reasons for the item's return.

A3.5.2 Where the Contractor collects items/consignments, which cannot be processed or delivered to Examination Centres, the Contractor must reattempt to make the delivery as requested by the Client until the Test Materials are delivered.

A3.5.3 The Contractor must not return Test Materials to the Collation Provider without the Client's consent.

A3.6 Addressing

A3.6.1 The Client uses the full postal address for all packages.

A3.6.2 It will be the responsibility of the Client to ensure that all users of the service use the pre printed labels, which contain the Contractor's consignment barcode to ensure packages are addressed correctly and to the agreed addressing standard.

A3.6.3 On occasions the Contractor may be requested to provide the service on an emergency basis where pre printed labels may not be available.

A3.7 Volumes and Description

A3.7.1 The Contractor should be aware that volumes are driven by;

- a) Examination Centre behaviour;
- b) changes in population demographics;
- c) the number of examinations being marked online, rather than paper; and
- d) central government policy.

Therefore, changes to business practice may occur during the lifetime of the contract, which may affect volumes. Volume fluctuations may occur, which cannot be accurately forecast.

A3.7.2 The Client is continually reviewing services and processes and the Contractor will be expected to deal with any volume fluctuations.

A3.7.3 The Client does not guarantee actual volumes. However, details of indicative volumes can be found at Appendix C.

A3.7.4 Both the number and location of collection and delivery points may change as the Client continues to review its structure and supporting processes. This may require collection and delivery from additional / reduced number of Client nominated sites. The Contractor shall be flexible in order to meet any potential future changes.

A3.7.5 Packages are paper-based data containing live Test Materials, training materials, Test Scripts and Controlled Assessments.

A3.7.6 The Client treats the personal information of the individual as valuable. The loss of a Test Paper can compromise the reliability and validity of the test for the whole Cohort and the loss of a sat Test Script can compromise a pupil's future. As such the Client requires items to be handled in an appropriate manner at all times.

A3.7.7 <Removed as not applicable to NCT logistics>

A3.7.9 If necessary, the Contractor will be expected to work with the STA and its Collation supplier to design and test the delivery address labels..

A3.7.10 Items/Consignments moved on behalf of the STA are described as follows;

- a) all packages will be dispatched from the Collation Provider in double walled BC flute cartons, maximum size 30cm x 39cm x 30cm, average size 24cm x 19cm x 33cm; maximum weight 10kg;
- b) large volumes will be palletised and pallets should be provided by the Contractor;

A3.7.11 <Removed as not applicable to NCT logistics>

A3.8 Tracked Items/Consignments

A3.8.1 A fully tracked service is required for all sites in the network and must include suitable evidence to prove delivery (within 24 hours) of collection, which customers can access at any time. Evidence should include, order number, despatch location, current location, time stamped movement

history, printed name and signature of recipient, time collected/delivered, date and quantity.

A3.8.2 As part of the tracking process, the Client will require the following;

- a) Scanning and tracking of all packages at agreed key points from the point of collection to final delivery.
- b) Proof of delivery (POD) and POD sampling for KPI purposes.
- c) Supply an online dispatch log that can be downloaded and used by Examination Centres to track packages.
- d) Supply of consignment data and exception reports to the Client.
- e) Collaborative use of the Client's, online, Logistics Incident Log (LIL) to escalate and record missing packages and other issues.

A3.8.3 <Removed as not applicable to NCT logistics>

A3.8.4 <Removed as not applicable to NCT logistics>

A3.8.5 The STA requires the majority of packages to be delivered on a 24 hour service. However there are some key deadlines which STA must work to, which affect the type of service: the scheduled day of each test and the deadline to get scripts marked. As STA approaches each of these deadlines the delivery service required changes. STA also responds to feedback from its stakeholders.

Some examples of when STA would use different services are below:

- a) Day before scheduled test day – dispatch on a pre-10am service
- b) Scheduled test day – delivery of stock held in Contractor depots within 3 hours
- c) Failed collection complaint from Examination centre – same day collection

A3.9 STA Ad hoc Special Services Deliveries

A3.9.1 The Contractor will be required to provide pre-arranged door to door deliveries on an ad hoc basis upon request from the Client, in the event that an Examination Centre identifies that there is a shortage of Test Packs as described in Appendix F.

A3.9.3 Where the Client requires an ad hoc Special Delivery, the request should be actioned by the Contractor within 3 hours of communication with the Client.

A3.9.4 The Ad hoc request will be to:transfer items from the Collation Provider or from safety stock in the Contractor's depot to an Examination Centre on the day of a test.

A3.9.5 The Contractor must provide appropriately secure, hard-sided vehicles in relation to the size and weight of the items in transit.

A3.9.6 Where the Contractor's vehicle does not have the Contractor's livery or a sub-contractor driver is used, then the Contractor must inform the Client as a minimum, of the driver's name. The driver must be able to provide photographic ID upon request from the Client.

A3.9.7 The Contractor will itemise the charges separately for each pre-arranged same day delivery request using the agreed pricing mechanism detailed in the Pricing Schedule. Invoicing may be made as part of the monthly consolidated invoice or against individual purchase orders as arranged with each Client.

A3.10 International Service

A3.10.1 The Contractor may be required to provide a International Track and Trace facility which includes daily collections from the Collation Provider during five weeks of the year (February, March and May) and delivery to sites as specified by the Client. The service will need to be fully tracked and include suitable evidence to prove delivery. Evidence should include order number, despatch location, current location, printed name and signature of recipient, time/date collected and delivered, and quantity.

A3.10.2 The criteria for these items to be moved by the Contractor are:

- a) full track and track and signature upon delivery;
- b) average package size 24cm x 19cm x 33cm; maximum weight 10kg;
- c) full customs procedure adherence;
- d) collections from Collation provider and delivery to international Examination Centres. Collections from international Examination Centres (zones 5-8 of the pricing matrix) are out of scope of this framework.

A4 ITEM DELIVERY/COLLECTION TYPE REQUIREMENTS

A4.1 Handling

A4.1.1 The Contractor shall demonstrate due care in handling all items to ensure that they arrive intact and in accordance with any instructions on the packaging.

A4.1.2 In the main the following item will be handled when collected and delivered to and from sites in the network;

- a) double walled BC flute cartons or courier packs (max weight 10kg) -.

A4.1.3 Where the Client has a requirement to transport large volumes, these may need to be palletised. In these instances, the Contractor will be required to provide the pallets to a specification agreed between STA, the Collation provider and the Contractor.

A4.2 Provision of Consumables

A4.2.1 Occasionally the Client may require the Contractor to provide printed labels to the Collation Provider and/or Examination Centres.

A5 CONTRACT SUPPORT REQUIRMENTS

A5.1 General

A5.1.1 In respect of the tracked Seasonal Courier Service, the Contractor must also make provision for the following;

- a. Account Management
- b. Contract Management
- c. Helpdesk
- d. Security
- e. Personnel
- f. Vehicle Fleet
- g. Sustainability
- h. Risk Management
- i. Business Continuity/Contingency
- j. Implementation
- k. Subcontracting
- l. Mobilisation and Exit Planning
- m. Management Information
- n. Incident Management Planning

A5.2 Account Management

A5.2.1 The Contractor shall appoint, as a minimum, an Account Manager with a Deputy Contract Manager/Account team. The names and contact details of the persons who will be allocated as the account handlers shall be provided. The Client reserves the right to request an alternative Account Manager and Account team if required.

A5.2.2 The dedicated Account Manager tasks shall include, but not be limited to:

- a. Acting as an escalation point for queries, advice and issues
- b. Identification of opportunities for improvements
- c. Trend analysis
- d. Preparation for Contract review meetings
- e. Fulfilling requests for information from the Client
- f. Savings analysis

- g. Preparation of proposals for continuous improvement
- h. Information security
- i. Incident Handling and responses
- j. Identifying areas for improvement to the Client using management information and trend analysis

A5.2.3 The Contractor shall ensure all correspondence regarding contractual issues is appropriately referenced and sent to the Client as appropriate.

A5.2.4 The Contractor shall ensure that the Contractors Representative is accessible to the Client at all times during normal working hours (Mon – Fri 8:00 to 18:00) in order to discuss operational matters. All contractual matters will be dealt with directly by the Contractors and the Client's Representative. During peak distribution periods, the Contractor should provide an out of hours contact to discuss operational matters. For example, to provide confirmation of reconciliation of pre-advice with physical scans for dispatches from the Collation Provider, which are likely to be palletised until they are received at the Contractor's depots in the late evening/early morning.

A5.2.5 The Client may make ad hoc requests for management information and support for Freedom of Information requests, Parliamentary Questions or Ministerial responses, all of which shall be provided at no additional cost. The Contractor shall note that such responses are often required within 24 hours or less and should be prepared to work to whatever deadline the Client reasonably proposes/stipulates.

A5.2.6 The Account Manager shall at all times liaise closely with the Client's key personnel. The Account Manager shall at all times ensure that STA requirements are supported.

A5.2.7 The Contractor shall establish a process to work with the STA to manage any changes to the service. This includes, addition or removal of site locations, organisation of re-directions of packages, production and management of a way in which changes are notified and communicated at all times to STA nominated members of staff or teams.

A5.2.8 The Contractor's Account team shall ensure that the appropriate staff are fully briefed on the nature and details of the contract, and subsequent changes.

A5.2.9 The Contractor shall provide details of it's (if any) regional offices, including the address, telephone, fax, e-mail details, contact names and will advise which Client site will be serviced by each regional office (by postcode).

A5.2.10 The Contractor shall attend Strategic Review Meetings every quarter throughout the Contract period. The meeting shall be attended by the Account Manager, Contractor staff as appropriate and a minute taker from the Contractor who will take and issue a record of the discussion.

Representatives from STA will attend the quarterly meetings. In addition, STA have individual quarterly and monthly operational meetings to be attended by appropriate Contractor staff.

A5.2.11 The Contractor must provide the Client with the most up to date management information relating to the previous two quarters at least 5 working days before any meeting.

A5.2.12 Strategic meetings shall include, but not be restricted to the following topics:-

- a. Overall performance against key performance indicators
- b. Volume and expenditure trends
- c. Compliance and satisfaction levels
- d. Sustainability strategy and performance
- e. Business Continuity issues and updates
- f. Demand management and trend analysis
- g. Proposals for improvements on any area of the contract
- h. Review of market conditions/ intelligence
- i. Financial stability
- j. Review of risk assessment
- k. Consideration of security incidents and trends, other security issues and review of Security Plan

A5.2.13 The Contractor shall bear all their costs associated with Account Management including attendance at Account Management meetings (monthly project meetings, lessons learnt and service review), which may be held at either the Client's or the Contractor's premises.

A5.3 Continuous Improvement Activity

A5.3.1 The Contractor must comply with the provisions of Part 2: Call Off Terms, paragraph 9 Continuous Improvement.

A5.3.2 The Contractor shall commit to produce and sign up to delivering a "Continuous Improvement Plan" to be reviewed at these performance review meetings. The plan will identify areas for improvement, actions required to enable the improvements, progress made against those actions and benefits achieved since the last review.

A5.4 Year on Year Price Review

A5.4.1 The Contractor must maintain the prices stated in the Charging Schedule throughout the National Curriculum Tests process for the whole year, based on the pre-agreed volume tolerance. If the actual volume of packages falls outside the pre-agreed volume tolerance the applicable rebate/surcharge will be agreed and a price adjustment made for the following contractual year.

A5.5 Financial Stability

A5.5.1 The Contractor shall grant full visibility to the Client of any financial difficulties they may be encountering during the life of the Contract, including any corrective actions undertaken to rectify the situation.

A5.5.2 The Client reserves the right to request ad hoc information and statements as required. In addition, the Contractor shall provide, upon request, its published, audited accounts at the end of the financial year.

A5.6 Account Management Team

A5.6.1 After Contract commencement the Contractor shall attend monthly (or more regular as may be deemed appropriate) performance review meetings with the Client to review the progress of the contract, discuss the management information and to review any problems that have arisen in the preceding months.

A5.6.2 The Client reserves the right to conduct site audits as part of the contract management activity pursuant of Part 2: Call Off Terms, paragraph 31.

A5.6.3 The Contractor shall offer access to any part of their premises to representatives from the Client for the purpose of commercial assurance, risk assessment, security assurance, familiarisation on procedures etc.

A5.6.4 The Contractor shall offer access to relevant documentation requested by Client representatives for the purpose of commercial assurance, risk assessment, security assurance, familiarisation on procedures etc.

A5.7 Provision of Training

A5.7.1 The Contractor shall provide training to the Client's staff as part of the implementation process, and then as and when reasonably required in any aspect of the service. This training shall be provided at no additional charge to the Client.

A5.7.2 Training to be provided by the Contractor should include as a minimum:

- a) Background to Contractor's organisation;
- b) Health and Safety issues affecting the operation of the contract; and
- c) Description and overview of the service

A5.8 MI Reporting

A5.8.1 Suppliers will be required to supply three sets of Management Information;

1. Invoice line data supplied to GPS Data Warehouse, referenced below at A5.8.2;
2. Management Information supplied to GPS Category Management Team, referenced below at A5.8.3; and
3. Contract Management Information supplied to individual Client contract management teams, referenced at A5.8.6.

- A5.8.2 Suppliers must submit invoice line data to the GPS Data Warehouse via GPS's Management Information System Online (MISO). This must be submitted by the 7th (seventh) working day after the calendar month end. Invoicing may be made as part of the monthly consolidated invoice or against individual purchase orders as arranged with each Client.
- A5.8.3 Suppliers must submit Management Information to the GPS Category Management Team. This must be submitted by the 7th (seventh) working day after the calendar month end.
- A5.8.4 Full details of the GPS requirement are detailed in this Framework Agreement at Schedule 8: Management Information Requirements.
- A5.8.5 Suppliers will also be required to provide Management Information to individual Clients who intend to call off services from the Framework Agreement.
- A5.8.6 The Management Information required by individual Clients will be detailed in the call-off contract Schedule 6: Service Levels and Service Credits, and for example may include, but not exclusive to, the following:
- A5.8.7 **Summary of expenditure:**
- a) Volume and expenditure of contract
 - b) Performance against target delivery timescales for tracked mail
 - c) Volume and expenditure of tracked items
- A5.8.8 **Undeliverable packages**
- a) Number returned
 - b) Timescales for return
 - c) Reasons for return
- A5.8.9 **Results from monitoring of collection and delivery times including:**
- a) Collection and delivery analysis
 - b) Number of sites not meeting their designated times
 - c) Timescales for delivery to the addressee compared to the Service Levels (see Schedule B)
- A5.8.10 **Helpdesk Summary** <Removed as not applicable to NCT logistics>
- A5.8.12 **Security Incident Reporting**
- a) Contractor reported
 - b) Client reported
 - c) Analysis of reported incidents/resolved incidents/unresolved incidents in accordance with agreed response times
 - d) Contractors performance against agreed reporting and completion deadlines
- A5.8.13 **Contract developments and innovations**
- a) Value for money improvements
 - b) Service quality improvements

c) Contractor achievements

A5.8.14 Additionally, there will be a requirement to contribute to or take part in cross government and departmental assurance activities, including but not limited to supply chain security assurance, Information Assurance Maturity Model (IAMM) reporting, self-assessment exercises etc.

A5.8.15 Sustainability

- a) Reports on vehicle usage, mileage and achievements on reduction of carbon emissions.

A5.9 Planning and forecasting

A5.9.1 Management Information must also include a report of “actual performance” against the agreed Service Levels.

A5.9.2 Following completion of the NCT logistics activity the Contractor shall submit a written report on Contract Operations via e-mail to the Client's Representative, which should include:

- a. A detailed overview of incidents which have caused a Service Failure;
- b. Sustainability performance;
- c. Business continuity issues;
- d. Details of future events impacting on the Service;
- e. Suggestions for improving value for money and/or service quality for the Client;
- f. Details of instances where the Client has requested an escalation contact point to deal with a specific incident and a management summary of the action taken to resolve the matter;
- g. Review of areas of concern or weakness in the Service provided, together with trends observed, reasons for failures and actions taken (or to be taken) to remove the concern or weakness. This shall include both the operations of the Client and the Contractor;
- h. Key Contractor achievements during the period;
- i. Actual performance versus agreed Service Level;
- j. Analysis of customer complaints (if any).

A5.10 Monitoring Service Levels & KPIs

A5.10.1 The Contractor shall provide robust processes and assurance to verify the accuracy of the delivery times to the addressees in line with service levels. The results of such monitoring shall be shared with the Client and any failures to achieve delivery times will result in the Contractor submitting proposals as to how it intends to improve its performance. Such verification is required monthly as a minimum.

A5.10.2 The Contractor must adhere to the KPIs and Service Credit regime as detailed in Appendix H.

A5.10.3 Any changes proposed by the Contractor must be to the benefit of the Client either in terms of improved Service Levels or through a reduction in charges to the client as a result of the Contractor's improved operational use of fleet and/or manpower.

A5.11 Helpdesk <Removed as not applicable to NCT logistics>

A5.12 Incident reporting

A5.12.1 As soon as the Contractor becomes aware, it shall report any incident affecting, or potentially affecting, the Client in the timescales indicated in the Client's Incident Management Plan (see appendices I and J). The Contractor will undertake an immediate investigation and will provide feedback on findings, including corrective actions required and trends observed, to the Client within the timescales and format indicated in the Client's Incident Management Plans.

A5.12.2 Incidents that can be considered serious can be categorised as:

- a) Items that cannot be traced following despatch;
- b) Any item that has been delivered incorrectly;
- c) Any items that have been stolen whilst in the Contractors' possession;
- d) Any items that are found in unauthorised area, e.g. the Contractor's premises, public places etc;

This list is indicative only and not prescriptive.

A5.12.3 The Contractor shall, in the event of a serious incident, provide from within Senior Management, an escalation contact point within 1 hour of notification. It shall be the responsibility of the Contractor to pursue the investigation and mitigation of the incident to the satisfaction of the Client and provide progress updates to the Client on request.

A5.12.4 In addition to the above notification requirements, the Contractor must have in place an effective and efficient incident handling procedure for dealing with security breaches in the courier service to be agreed by the Client. As a minimum it must include:

- a. Early identification of any loss of data;
- b. Early notification to the Client of any security breaches;
- c. Set procedures in place to conduct thorough premises searches;
- d. Ability to provide immediate feedback on investigations to Client contacts that may be requested at any time from the notification;

- e. Internal escalation procedures in place to notify senior contract managers and security managers;
- f. Ability within workforce planning to provide on site management and assistance to ascertain the causes of the security breach and implement any immediate remedial actions in mitigation;
- g. Final report writing procedures in agreement with the Client;
- h. Full written incident report within 5 working days of the initial notification;
- i. Full co-operation with any requests for written reports and information pertaining to security incidents that may be requested by the Information Commissioner's Office.

A5.12.5 The Contractor shall use the method set out in the Incident Management Plans of the Client.

A5.12.6 The Contractor will be required, following any incident that has resulted in any package item being mis-delivered to have suitable, secure processes in place to repatriate any package and contents to the Client at no additional cost.

A5.13 Service Failure/Customer Complaints

A5.13.1 As soon as the Contractor becomes aware (if outside Normal Working Hours), at the earliest opportunity on the next working day, it shall report to the Client on any issue or event that has had, is having, or is likely to have an impact on the service, for example, extreme weather conditions, serious accidents, operational risks and incidents of fraud or poor performance uncovered by internal audit. This report shall be via a written statement issued to the Client and shall include details of the event or issue, the nature of impact on the Service and advice on actions required by either Party to avoid/minimise negative effects. The Contractor shall be required to provide regular updates; that will be determined by the Client depending on the circumstances that will assist the Client's business continuity teams to actively plan operations.

A5.13.2 The Contractor shall have stringent procedures in place to resolve complaints from Examination Officers, Examination Centres, the designated Scanning Bureau and the Collation Provider, including the acknowledgement of complaints within 24 hours, their resolution within 48 hours of notification, or details of mitigation for the complaint not being dealt with within 48 hours from notification. The Contractor shall keep the Client informed of the progress of their investigation and resolution at regular intervals if the complaint is taking longer than 48 hours to resolve. Monthly Management Information including complaints will be provided to the Client, as per A5.8

A5.13.3 The Contractor shall have a robust escalation process to deal with disputes between the Client and the Contractor. This shall include acknowledgement of the escalated dispute from a senior management contact within 24 hours.

It shall then be the responsibility of this contact to investigate the dispute to the satisfaction of the Client and provide a written response within 5 working days.

A5.13.4 The Contractor needs to be aware of the reputational damage that can result from items going missing or mis-delivered..

A5.13.5 The Client may be required to report incidents to the Information Commissioner's Office with full details of the circumstances that have led to incidents and mitigation action the Contractor will need to put in place.

A5.13.9 Reputational risk

As a minimum, Ministers expect to be alerted about any incident where it is possible the media could become aware, and the details of the incident could be presented in such a way that could be damaging to the reputation of the Department and the Government.

Other features of incidents (apart from involvement of the media) may present a threat of significant embarrassment or reputational damage to the Department. The Client will wish to consider alerting Ministers where and incident involves:

- a. high profile activity such as large-scale notifications to affected individuals;
- b. the particular circumstances of affected individuals, or mishandling or deliberate/malign actions by staff that could lead to severe criticism.

A6 SECURITY

A6.1 General Security

A6.1.1 For STA, the security of Test Script packages is crucial throughout the logistics process.

- A Test Script is the accumulation of many years' work for the pupil. It is unique and cannot be replaced. Loss or damage to a Test Script could jeopardise the marking and results of a pupil's work and therefore their future. It could also result in the loss of a pupil's personal data.
- Any breach in security could result in media coverage and reputational damage to the STA, the DfE and the Contractor and could lead to questions in Parliament.

A6.1.2 For STA, the security of Test Materials is crucial throughout the logistics process.

- A Test Paper security breach could jeopardise the reliability and validity of the test for an entire Cohort.

- A Test Script security breach could jeopardise the marking and results of a pupil's work. It could also result in the loss of a pupil's personal data.
 - Any breach in security could result in media coverage and reputational damage to STA, the DfE and the Contractor and could lead to questions in Parliament.
- A6.1.2 The Contractor must comply, and be able to demonstrate compliance with the Client's Security Policy Framework (Appendix G);
- A6.1.3 The Contractor must also comply and be able to demonstrate compliance with the more general security terms and conditions contained in the terms and conditions in the following sections:
- a. Part 1: Order Form, section 2.5;
 - b. Part 2: Call Off Terms, paragraph 19 Staffing Security;
 - c. Part 2: Call Off Terms, paragraph 22 Protection of Information; and
 - d. Part 2: Call Off Terms, Schedule 2, Security Management Plan;
- A6.1.4 The Contractor shall be responsible at all times after collection from the Client's premises for the safe and secure handling, accurate sortation and handling up to the point of delivery to the addressee.
- A6.1.5 The Contractor will provide assurance to the Client's security teams that the Contractor has service contingency plans to maintain the levels of security.
- A6.1.6 In the event of a Security breach, the Contractor shall ensure that sufficient resources are available to conduct ground searches including, but not limited to, depots, hubs, routes and the local area.

A6.2 Vehicles

- A6.2.1 The Contractor will be responsible and provide assurances to the Client for the security of all vehicles used for the delivery of this contract. This will include, identification of driver responsibilities and processes in place to ensure adherence to security policies, a process of reporting failures to comply with the driver responsibilities and a disciplinary process that will deal adequately with any breaches to the driver security responsibilities.
- A6.2.2 The Client would consider the following as breaches in vehicle security:
- a) Leaving the vehicle open in full view of members of the public and the Client's staff;
 - b) Leaving the vehicle unlocked and unattended;
 - c) Not using a hard-sided vehicle for any service delivery aspect of this contract;
 - d) Leaving the vehicle in any state that could mean the vehicle could more easily or readily be stolen.

A6.3 Minimum Security Measures

A6.3.1 The Contractor must provide the following minimum mandatory security measures:

- a. Compliance with the Baseline Personnel Security Standard, see paragraph A6.4 below that cover pre-employment checks and Contractor's declaration ;
- b. Appropriate risk mitigation actions as may be appropriate for effective contract management activities; this includes the identification of soft copy information as well as hard copy information;
- c. Ensure the minimum number of Contractor personnel handle the Client's data and the identification of roles and responsibilities of staff handling the Client's data is recorded;
- d. Development of appropriate incident management processes and systems that will be used to deal effectively with any incident of data loss;
- e. Ensure that all Contractor staff involved in handling departmental data within the contract understands their obligations regarding data security including their legal and contractual responsibilities. The Contractor will be required to deliver training to staff as part of induction and on-going employment activities;
- f. Procedures are in place to identify and resolve any security weaknesses and measures identified as a result of security breaches and breaches of the Data Protection Act etc. including, but not exclusive to, disciplinary procedures and procedures in place to identify software and IT system faults;
- g. Procedures are in place to ensure periods of storage are limited and only at times where this is unavoidable due to couriered mail not being able to be delivered to offices, e.g. overnight, weekends and unforeseeable circumstances;
- h. Prior notification to the Client where delivery is not possible on the same day and ensure items are stored in a secure area overnight;
- i. Identify premises from which the contract will be delivered to assess security protocols that exist, access to premises, controls and measures in place to ensure sufficient security and what safeguards are in place to ensure security to departmental data whilst on the premises;
- j. Damaged packages should not be accepted into the network. Any packages collected and subsequently damaged in the Contractor's network should be photographed and held securely at the Contractor's depot, until further instructions are received from the Client.

A6.4 Personnel

A6.4.1 The appointed Contractor will ensure that every member of staff, including temporary staff and sub-contractors and their staff can confirm:

- a. Name, date of birth and address;
- b. National Insurance number or other unique personal identifying number where appropriate;

- c. Full details of previous employers (name, address and dates), for a minimum of the past 3 years;
- d. Confirmation of any necessary qualifications/licences;
- e. Educational details and references where someone is new to the workforce when these are considered necessary;
- f. Confirmation of permission to work in the UK, if appropriate;
- g. A Criminal Record Declaration Form;
- h. The appointed Contractor must hold validated references for their staff, including documentary evidence:
- i. To establish the bona fide status of the staff;
- j. Their permission to work within the UK.

A6.4.2 The appointed Contractor must ensure that their personnel comply with the Client's policies, EU legislation and regulations in respect of;

- a. Security (particularly the items to be collected, sorted and delivered)
- b. Health and Safety
- c. Diversity

A6.4.3 It is a requirement that, at the appointed Contractor's own cost, all staff, including sub-contractors and their staff, working on this contract must be fully trained in respect of the Client's policies, EU legislation and regulations for:

- a. Security (particularly the items to be collected, sorted and delivered)
- b. Health and Safety
- c. Diversity

A6.4.4 The Client employs a diverse workforce and the Contractor must ensure that personnel engaging with the Client's staff act in a non discriminatory manner.

A6.4.5 The Client requires that employees who fail to satisfy vetting procedures, or who refuse to be vetted, be removed from all tasks involved with this contract. The Client will not give reasons for this requirement and the appointed Contractor must comply with such a direction.

A6.4.6 The Contractor's staff and sub-contractors must be easily identifiable and must provide standard company issue identification to the Client's staff upon request. No packages will be handed over until the identity of the appointed Contractor's employees has been verified.

A6.4.7 The appointed Contractor will have in place documented security and escalation procedures that can be activated in the event of a security incident.

A6.4.8 The Contractor's staff and sub-contractors, when entering Examination Centres must conform to their respective visitor policies and procedures.

Staff and sub-contractors must first report to the Examination Centre's reception to avoid any doubt about those procedures.

A6.5 Uniforms

A6.5.1 Contractor's staff must be easily identifiable and must wear standard company issue uniforms. The appropriate Personal Protection Equipment (PPE) such as, but not exclusive to industrial footwear and high visibility jackets should also be worn.

A6.5.2 Where the Contractor intends to use sub-contractors, the sub-contractor's employees must wear suitable attire which includes the appropriate PPE such as, but not exclusive to industrial footwear and high visibility jackets.

A6.6 Identity Cards

A6.6.1 The Contractor's staff must be easily identifiable and must provide standard company issue identification to the Client's staff Examination Centres, the designated Scanning Bureau and the Collation Provider upon request.

A6.6.2 Where the Contractor intends to use a sub-contractor the Contractor must provide a means of identification in line with A6.6.1.

A6.6.3 No packages will be handed over by the Client's nominated parties until the identity of the appointed Contractor's employees or sub-contractor has been verified.

A6.8 Hard-sided vehicles

A6.8.1 The Contractor will be required to provide hard-sided vehicles as part of the provision of all the services required by the Client which are fully maintained, roadworthy, suitably tested and insured and operated in an environmentally friendly manner.

A6.8.2 The Contractor shall produce to the Client's representative upon request vehicle records such as, but not exclusive to:

- a. maintenance schedules;
- b. insurance policies;
- c. vehicle test certificates.

A6.8.3 The Contractor must use a Gross Vehicle Weight (GVW) vehicle appropriate to the varying load sizes and types, which broadly fit into the following categories:

- a. Small Van (approx. 600-900kgs load e.g. Berlingo)
- b. Medium Van (approx 900-1200kgs load e.g. Transit)

- c. Large Van (approx 1200-3000kgs load e.g. 7.5 Tonne GVW)
- d. Extra Large Vehicle (over 3000kgs load e.g. 18 Tonne GVW)

Where the Contractor's vehicle does not have the Contractor's livery or a subcontract driver is used, then the Contractor must inform the Client, as a minimum, of the driver's name. The driver must be able to provide photographic ID upon request from the Client..

- A6.8.4 The Contractor must provide any equipment as may be deemed necessary for the safe and secure loading and unloading of vehicles with hydraulic tailgates.

A7 SUSTAINABILITY

- A7.1 The Contractor shall have a sustainability policy that highlights what actions it takes, on an on-going basis, to minimise the environmental impact of its operations and its commitment to meeting the Client's sustainability targets.

- A7.2 The Contractor shall demonstrate continuous progress in the implementation of their sustainable strategy by sharing evidence of their progress in, as a minimum the following areas:-

- a) Resources
- b) Energy
- c) Water
- d) Timber
- e) Substances, materials or by-products
- f) Toxic/Hazardous substances
- g) Waste creation
- h) Emissions
- i) Transport
- j) Optimisation of routes
- k) Fuel efficiency
- l) Vehicle efficiency

- A7.3 In addition the Contractor shall demonstrate progress in the promotion of ethical practice in the following social and socio-economic areas:-

- a) equality and diversity;
- b) labour standards;
- c) supported factories or businesses, SME or BME.

- A7.4 This information will be requested 6 monthly and discussed during the 6 monthly strategic review meetings.

A8 RISK MANAGEMENT

- A8.1 The Contractor will be required to have in place robust processes in place to identify, classify and mitigate/ eliminate risks.
- A8.2 High level risks will be shared with the Client during the course of the review meetings or at the request of the Client.
- A8.3 The Contractor will be required to assess their processes to identify any potential risk linked to potential abuse and misuse of the Contract by sub-contractor, Client staff or any third party.

A9 BUSINESS CONTINUITY/CONTINGENCY

- A9.1 As referred to in Part 2: Call Off Terms, paragraph 7, the Contractor must comply with the provisions of Schedule 5 (Disaster Recovery and Business Continuity)
- A9.2 The Contractor shall have, for the contract, robust Business Continuity and Disaster Recovery Plans which needs to be agreed with the Client. These shall include the management of industrial action at its own or the Client's operation, if appropriate, that of its sub-contractors and also industrial action within the operations of any link within the supply chain.
- A9.3 The Contractor's contingency plans shall make provision for;
 - a. the maintenance of the Service in the event of fuel shortages, vehicle breakdown, machinery breakdown, pandemic illness, transport infrastructure disruption and Contractor staff absences;
 - b. business continuity in the event of a catastrophic event (e.g. demolition of their building due to a fire etc.);
 - c. continuation of service in severe weather; and
 - d. timescales for resolution and returning to delivering a full service following invocation of a business continuity response'.
- A9.4 The Contractor must agree the business continuity plans provided as part of the tender process within 5 working days of contract award.
- A9.5 Robust business continuity arrangements must be in place along with a system to forewarn the Client of any potential issues that may affect delivery times. The Client should be included in developing and testing these arrangements. The Contractor should also include the Client in the development of a nil cost change proposal process.

A10 IMPLEMENTATION OF THE SERVICES

- A10.1 As per Part 2: Call Off Terms, paragraph 5.1 'Implementation of the Services', the Contractor shall create and actively progress in conjunction with the Client a robust implementation plan to include:
- a. A detailed timetable to ensure implementation with a commencement date as specified by the Client using the format outlined in Part 1: Order Form, section 5;
 - b. Evidence that systems and processes have been robustly tested and demonstrated to operate effectively;
 - c. Delivery of all consumables/equipment needed to deliver the service in readiness for go live;
 - d. Ensuring all Contractor's staff (that will be involved in the delivery of the service) are aware of the Client's requirements for the service and will be ready for go live;
 - e. Achievement of the contract commencement date.
- A10.2 The above list is not exhaustive and the implementation plan should capture everything that is considered integral to the successful implementation of the Contractor's proposal by the Contract commencement date.
- A10.3 The Manager and/ or Deputy Contract Manager shall attend monthly or weekly (if appropriate) performance review meetings, as requested by the Client, during the implementation period for the new Contract.
- A10.4 During the implementation period, the Contractor must complete testing for the provision of all aspects of the service agreed in the contract. As per the procedures laid down in Part 2: Call-off Terms, schedule 4 Testing.

A11 SUB-CONTRACTING

- A11.1 Where the Contractor plans to use sub-contractors for any aspect of the service, the Contractor will need to demonstrate that suitable contractual and management arrangements are in place in compliance with Part 2: Call Off Terms, paragraph 34. This should also include compliance with the Security Policy Framework (as detailed in Appendix G).
- A11.2 The Client reserves the right to carry out an audit at the sub-contractor's site prior to approval being given to the Contractor.

A12 EXIT PLAN

A12.1 As referred to in Part 2: Call Off Terms, paragraph 5.7 Exit Planning, the Contractor must comply with the provisions of Schedule 8 Exit Planning and Service Transfer Arrangement

Appendix A

Further departmental background information: The Standards and Testing Agency

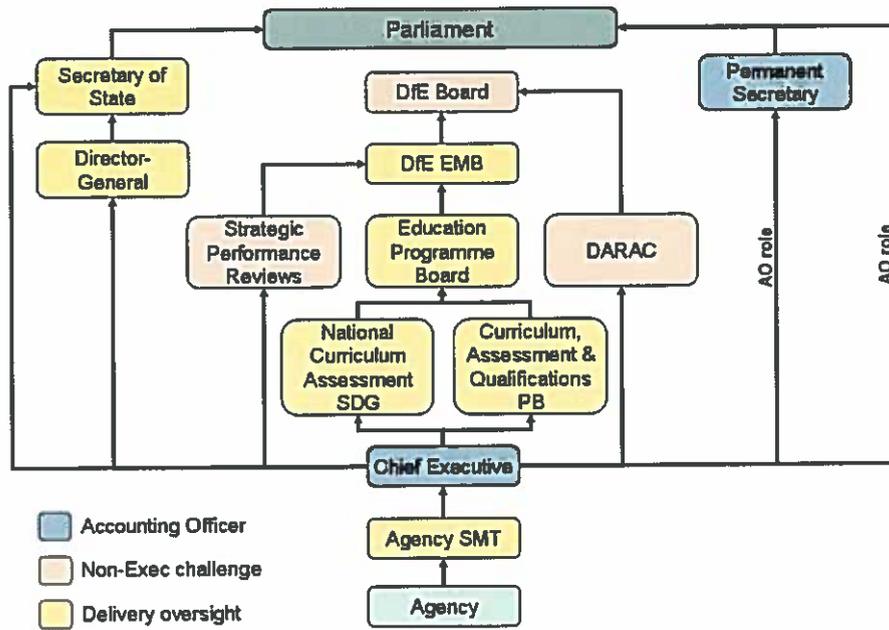
The Standards and Testing Agency (STA) was launched on 1 October 2011 and is accountable to the Secretary of State for Education for the secure delivery of statutory assessment and reporting arrangements - functions that were previously undertaken by the Qualifications and Curriculum Development Agency. From March 2014, it became accountable to the Secretary of State for Education for the collection of secondary and tertiary level Test Scripts from Examination Centres and secure delivery to markers and Scanning Bureaus for marking. This piece of work was established in 2005 to simplify the process of dispatching Test Scripts for marking to reduce the number of lost Test Scripts each year. The STA designates the two strands of work as National curriculum tests logistics and General Qualifications (GQ) logistics respectively.

National curriculum tests logistics

STA has responsibility for the development and delivery of all statutory assessments at Key Stages 1 and 2. All Key Stages require Teacher Assessment; however, Key Stages where a formal statutory check or test is produced by STA, and therefore logistics are required, are shown in the table below.

	Year group	Age of children	Statutory check or test produced by STA
EYFS	≤ Reception	≤ 5 years	None
Key Stage 1	Year 1 – 2	5 years - 7 years	Year 1: Phonics screening check Year 2: Key Stage 1 National Curriculum Tests
Key Stage 2	Year 3 – 6	7 years - 11 years	Year 6: Key Stage 2 National Curriculum Tests
Key Stage 3	Year 7 – 9	11 years - 14 years	None

The Contractor will only be required to report to the STA, which is accountable to Ministers and Parliament and therefore the reliability and timing of information provided is important. A diagram of the governance structure, taken from the framework documents of the two agencies is shown below.



The next sections give an overview of the Logistics requirements for the STA.

APPENDIX B

Locations

National Curriculum Tests

All packages will be collected in the first instance from the STA's collation supplier, Granby Marketing Services, Stanley Street, Blackburn, BB1 3BW.

STA requires deliveries to schools located throughout England, including the Isle of Wight and the Isles of Scilly

Wales, Scotland and Northern Ireland along with international deliveries are currently out of scope; however this could change within the life of the framework.

APPENDIX C

INDICATIVE ANNUAL VOLUMES

National Curriculum Tests

Logistics forecast (annualised subject to government policy and fluctuations in demand)

- Key Stage 1 (year 2) – collect from 1 address (Collation Provider) from February and deliver to 18,600 addresses.
- Key Stage 2 (year 6) – collect from 1 address (Collation Provider) from April/May and deliver to 15,800 addresses.
- Phonics (year 1) – collect from 1 address (Collation Provider) from May, delivery to 16,400 addresses.

Package volume forecast (outbound and inbound inclusive)	Total
Key Stage 1	33,600
Key Stage 2	35,500
Phonics	16,400

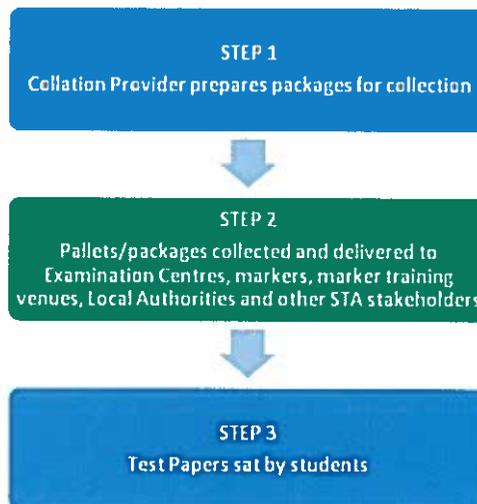
*Volumes and programmes are indicative and subject to change. Some delivery addresses will have more than 1 package.

Contractors should bear in mind that where a collection is required from a Collation Provider it is likely that >10,000 packages will need to be collected in a single day.

APPENDIX D

National curriculum tests logistics operations overview

STA requires logistics services to transport test papers and supporting materials from the Collation Provider to Examination Centres. The diagram below gives an outline of the STA examination logistics process.



STEP 1: Planning collections from the Collation Provider

- Work with the Collation Provider and STA to set up IT so that the Collation Provider can provide pre-advice directly in to the Contractor's system and receive burst of data back in to their system (i.e. delivery status to inform helpdesk queries),
- Facilitate collections of pallets (circa 85,000 packages) of Test Materials by exchanging data with the Collation Provider in the times and format set out in the table below.
- Facilitate lower volume collections of Test Materials by providing a scheduled daily collection service from the Collation Provider. Volume range 1-400 packages. Volumes greater than 50 packages will be advised 24 hours+ in advance.
- Work with the Collation Provider to print consignment labels.

Data exchange: collections from the Collation Provider

-30 days	Contractor provides post codes by depot to Collation Provider (Excel spread sheet)
-30 days	Contractor provides consignment numbers to Collation Provider (STA will specify how many are required)

-18 days	STA provides collation data to Collation Provider
-15 days	Box estimates by depot provided to Collation Provider to facilitate network planning (Excel spread sheet)
-12 days	Contractor sends spread sheet back to Collation Provider showing how many boxes they want per depot per day (Excel spread sheet)
-8 days	Collation Provider confirms how many pallets per depot per day to the Contractor (Excel spread sheet)
-5 days	Contractor provides a trailer schedule showing collection times and which depot's pallets they want on each trailer.
Dispatch	Collation Provider uploads pre-advise to the Contractor's system and supplies a spread sheet of consignment data to the Contractor's account team and STA.

STEP 2: Collecting and Delivering Test Materials from the Collation Provider

- Collect Test Materials from the Collation Provider as agreed in the planning phase and securely deliver on-time, without loss, damage or breach of confidentiality to Examination Centres, Local Authorities, Markers and other DfE stakeholders.
- A full track and trace service complete with supporting Management Information and proof of delivery in line with SORs should be provided for all collections and deliveries. Ideally STA should be able to interface with the Contractor's systems directly to pull off progress reports, but failing this, as a minimum, Management Information will be required three times a day showing the scanning information for all collections and deliveries along with latest status (09:00, 12:00, and 21:00) and an interface on the Contractor's website where tracking information and proof of delivery can be obtained on an item by item basis.
- Comply with the Logistics Incident Management System and Plan (involves installing software and following a specified escalation procedure) to respond to any incidents that occur during collection/deliveries.

STEP 3: Supporting Test Administration in Examination Centres

- Test Papers are put in to tamper evident polybags (or similar) by the Collation Provider before they are placed in the packages for collection. Each collation of Test Papers in a polybag is called a Test Pack. Sometimes Examination Centres find they have insufficient Test Materials on the day of the scheduled test. As the tests are statutory, the STA has an obligation to make sure the Examination Centre has enough Test Papers.
- To support STA, the Contractor will be required to hold Test Materials including stationery and Test Packs in some of their depots throughout England so that additional Test Materials can be provided to all Examination Centres by the Contractor within 3 hours of a request to dispatch from STA.

- The 3 hour window is important as it helps Examination Centres to administer the test on the scheduled day, avoids disrupting plans and pupils and removes the need for a Timetable Variation.
- All Test Materials should be kept secure while they are stored in the Contractor's depots.

APPENDIX E

SECURITY POLICIES

The Contractor must be aware of the Government's security policies for outsourced work and submit a self-assessment to the STA following the guidelines set out below (links to Gov.UK).

1. [HMG Security Policy Framework , July 2014.](#)
2. [Government Security Classifications, April 2014](#)
3. [Government supplier assurance framework, February 2015](#)
4. [Departmental Security Assurance Model](#)

APPENDIX F

KEY PERFORMANCE INDICATORS

No	Performance Measure	Performance Target	Service Credit
1	<p>Scanning Starting from Collection, every package will be scanned at each key point (to be agreed) within the Contractor's network. Meaning that, the whereabouts of each consignment is known at any point in time and will be clearly identifiable through the on-line tracking system.</p>	<p>98.5% of all packages will be scanned at all key points within the Contractor's network and will be measured as follows: NB This relates only to those items collected as single items from the collation provider and handled in a BAU manner through the PFW network.</p> <p>1) Single delivery (pallets) – 3 scans; a. Scan at Granby b. Scan at hub c. Scan on receipt into depot (reconciliation – pre-advice)</p> <p>2) Small deliveries (cartons and not pallets) – 3 scans. a. Box scanning off pallet and into depot b. Scan to route c. Scan – delivered (closure scan)/attempted delivery (re-attempted delivery would be a further scan). d.</p> <p>6 scans in total for first attempted delivery and 7 for re-attempted delivery.</p>	<p>Pass / Fail 0.5% of the total invoice value of all collections / deliveries during the series (pending Contractor's pricing structure).</p>
2	<p>Delivery attempts First delivery attempt of packages will be made on the day immediately following the day of collection, Monday to Saturday (except public holidays or where a same day collection/delivery service is used). Second delivery attempt of packages will be made on the day immediately following the first delivery</p>	<p>a) 98% of all packages must be attempted on Day 1; b) 99% of all packages must be attempted on Day 2; c) 100% of all packages must have had a delivery attempt by Day 3.</p>	<p>Pass / Fail 0.5% of the total invoice value of all collections / deliveries during the series (pending</p>

No	Performance Measure	Performance Target	Service Credit
	attempt, Monday to Saturday (except public holidays).		Contractor's payment structure).
3	<p>Proof of Delivery (POD)</p> <p>A proof of delivery will be obtained on all deliveries. This is to be the recipient's name and signature.</p>	97% of all packages will have acceptable proof of delivery.	<p>Pass / Fail</p> <p>0.25% of the total invoice value of all collection / deliveries during the series (pending Contractor's payment structure).</p>
4	<p>Lost and destroyed packages</p> <p>No packages will be lost or destroyed to the extent that all or part of the contents cannot be used or marked, while in the Contractor's system or as a consequence of the Contractor's actions.</p>	0% of packages will be lost or destroyed.	One thousand pounds per package (£1,000.00).
5	<p>Damaged packages</p> <p>No package will be damaged through negligence, inappropriate handling or failure to follow due process whilst in the Contractor's system.</p>	0% of packages will be damaged due to negligence, inappropriate handling or failure to follow due process.	Fifty pounds per package (£50.00).
6	<p>Theft through negligence and items lost and found by an external party</p> <p>Thefts of vans and/or loss of packages due to drivers' or other staff or sub-contractors/agency staff negligence. This includes packages lost and subsequently found and packages returned by a member of the public.</p>	0% of packages will be lost due to thefts of vans and/or negligence.	<p>Stolen Vehicle – Ten thousand pounds (£10,000).</p> <p>Per case of negligence (excluding stolen vehicle) One</p>

No	Performance Measure	Performance Target	Service Credit
7	<p>Adherence to logistics incident management procedure including operational issue notification</p> <p>The Contractor will notify the Client of operational issues that could potentially disrupt or cause delays in the collection or delivery of packages (as defined in the logistics incident management plan – see Appendix L). The Contractor shall use DfE's web based portal system for escalating and recording all suspected missing packages and other escalated issues. The Contractor shall work collaboratively with the Client, AOs and Collation Providers to resolve all such cases.</p>	<p>100% adherence to the logistics incident management procedure.</p>	<p>thousand pounds (£1,000.00).</p> <p>(This is in addition to the Lost/Destroyed KPI if any packages are terminally lost).</p>
8	<p>Management information</p> <p>The Contractor will provide all agreed reports in the formats and within the timeframes and frequencies agreed with the Client.</p>	<p>There will be no more than 3 failures to provide Management Reports on time during each reporting period, except for the Summer Series reporting period where there will be no more than 5 failures to provide Management Reports on time.</p>	<p>Pass / Fail</p> <p>0.25% of the total invoice value of all collections / deliveries during the series (Pending Contractor's pricing structure).</p>
9	<p>Adherence to agreed project plan milestones</p>	<p>No more than 3 agreed project plan milestones will be missed for each mobilisation plan, series plan or exit plan.</p>	<p>Pass / Fail</p> <p>0.25% of the total invoice value of all collections / deliveries during the series (pending Contractor's pricing structure).</p> <p>Two hundred and fifty pounds per failed milestone (£250.00).</p>

No	Performance Measure	Performance Target	Service Credit
10	<p>Reliability of systems: Performance, availability and disaster recovery</p>	<p>If the Contractor fails to achieve any element of the targets set the KPI has not been met.</p> <ul style="list-style-type: none"> a) System transaction times for actions requested by the Client shall not exceed 5 seconds on average within each calendar month; b) The System shall be available for 99.9% (on average within each calendar month) of the time 24 hours a day, 7 days a week, 365 days a year; c) The Contractor shall ensure that all System are back online within 2 hours of a major System failure; d) The System shall be able to function with at least 1,000 concurrent users; e) All planned system outages / maintenance shall be outside the core hours of Availability (08:00-20:00 Monday to Friday), unless otherwise agreed with the Client; and f) The Contractor will carry out any necessary maintenance where it reasonably suspects that the System has or may have developed a fault. Without prejudice to any other provision of the Framework Agreement, any such maintenance shall be carried out in such a manner and at such times so to avoid (or where this is not possible so as to minimise) disruptions to the normal operation of the System. The Contractor shall notify the Client prior to carrying out any emergency maintenance work, unless the Contractor reasonably believes that providing such notification would delay the carrying out of 	<p>Pass / Fail</p> <p>0.25% of the total invoice value of all collections / deliveries during the series (pending Contractor's pricing structure).</p>

No	Performance Measure	Performance Target	Service Credit
		any critical emergency maintenance work.	

APPENDIX G

National Curriculum Tests Incident Management Plan



STA IMP v1.2

SCHEDULE 13 – CONTRACT CHARGES

This Schedule is also provided in the GPS Framework document at SCHEDULE 3:
CHARGING STRUCTURE

Tables 2, 3, 4, and 5 have been included from the unredacted 130314 Seasonal Courier Services Framework Agreement Baseline because they apply to NCT logistics.

In table 4, the Standard Delivery Charge, Next Day Before 4.00PM, UK Zone 1 rate of £3.30 is the current agreed rate, whereas the original rate in the Framework Baseline was £3.19.

1. General Provisions

- 1.2. The Charges set out in this Schedule correlate with the charges contained in RM1008 Seasonal Courier Services, Framework Schedule 3, Charging Structure, and reflect the pan-government rates established during the tender exercise.
- 1.3. The Supplier charging rates in this Call-Off Agreement are made by an authorised Contracting Body using the Direct Ordering Procedure as detailed in Schedule 5.
- 1.4. The Supplier acknowledges and agrees that any subsequent Charges submitted in shall relate to the framework charging structure, and any change to the rates shall be the result of a change, but not exclusive to; service provision or service volumes for collections/deliveries from/to residential and scanning bureau addresses in terms of:
 - a. Service fees are calculated on the basis of the collection price that is calculated by reference to the assumed ratio of residential deliveries to scanning Bureau deliveries ("Ratio") for the Contract Year ("Assumed Ratio"). At the end of each Contract Year the actual Ratio for the Contract Year ("Actual Year") will be determined and this will influence the Service Fees for the subsequent Contract year in the manner specified at paragraph (b) below.
 - b. For the first Contract Year the Ratio shall be deemed to be: 28% Residential Deliveries / 72% scanning bureau deliveries. This assumption has formed the basis of the agreed Service Fees for the first Contract Year. At the end of each Contract Year, as part of the Management Reports KPI, the Supplier shall provide TA with certification of the Actual ratio for the Contract Year that has just been passed. If the Actual Ratio is different to the Assumed Ratio, for each full 4% swing towards residential deliveries, the Service Fees shall be increased by £0.10, and for each full 4% swing towards scanning bureaus the Applicable Fee shall be reduced by £0.10, and (if applicable) the Service Fees shall be accordingly adjusted for the subsequent contract Year. For the avoidance of doubt. No retrospective credits or debits are payable as a result in swings in the

Actual Ratio: such swings simply affect the Service Fees for the subsequent Contract Year.

- 1.5. The Supplier acknowledges that the Framework Prices may be reviewed and adjusted if necessary from time to time in accordance with Framework Schedule 7 (Value for Money).

2 Adjustment of Call Off Prices

- 2.1 Any request for Adjustment of the Call Off Prices by the Supplier must be made pursuant of Framework Schedule 7 (Value for Money) Clause 3.4.2, whereby the Supplier must make a written evidence of the justification, making reference to the "Consumer Prices of Petroleum Products (inclusive of duties and taxes)" Index.

On or before the first and / or second contract year the Supplier shall be entitled by giving written notice to TA to request to revise the service fees for the subsequent contract years in accordance with 2.1 above and by making reference to the following formulae:

$$P \times 0.88 \times (1 + RPI) + [P \times 0.12 \times (1 + F)](\text{per package})$$

Where:

P is the corresponding fee for that item in the previous year;

F is a fuel index to be agreed by the parties (previously used the AA road pump prices index)

RPI is the lesser of:

- The general index of retail prices (for all items) published by the Office for National Statistics (the retail Prices index) minus one. The Retail Prices Index is available at www.statistics.gov.uk and the applicable index shall be published during the January prior to the issue of the suppliers notice to revise the Service fees; or
- 5%

- 2.3 Any resulting adjustment to the Call Off prices will be subject to the agreement of both parties.

3 Framework Charges

- 3.1 The charges are calculated for use as part of a pan-government Framework agreement on the basis of a single Supplier being appointed to the framework for the provision of a Seasonal Courier Service initially covering the requirements for the Standards and Testing Agency (STA) requirements, but with the potential for the service to be extended for use by other authorised Contracting Bodies.

- 3.2 The charging structure is for a fixed price per package to be charged for the collection and delivery of any package regardless of size and delivery address. The price per package is an 'all inclusive' charge and includes all support activities such as the provision of the Helpdesk facility.
- 3.3 The charging schedules make provision for 'other charges', which, on an exceptional basis only, allows the Supplier to detail any additional costs which may be incurred but cannot readily be accommodated in the 'all inclusive' charging structure. An explanation of 'Other Charges' is provided in the Supplier's response to the Cost Effectiveness Questionnaire provided in Framework Schedule 13, Supplier's Solution.
- 3.4 The Indicative volume figures provided in these schedules are the estimated numbers based on historical data, but no guarantees can be given to the actual use that will be made of such variable services.
- 3.5 Contracting Bodies with smaller volumes, may choose to pay invoices monthly in arrears to minimise the administrative burden, but the requirement is that the agreed pan-government rates established during the tender process should be charged.
- 3.6 The payment terms will be agreed with each Contracting Body making use of the Framework and confirmed in the Call-Off terms document signed by the parties.
- 3.7 The delivery zones used in the Charging Schedule are as listed in the following table.

UK	
Zone 1	England & Wales and Scotland (excluding Highlands & Islands)
Zone 2	Highlands & Islands of Scotland
Zone 3	Northern Ireland, Isle of Man and Isles of Scilly
Zone 4	Channel Islands
Europe (EU)	
Zone 5	Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Irish Republic, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden
Europe (Non EU)	
Zone 6	Albania, Andorra, Armenia, Azerbaijan, Belarus, Bosnia & Herzegovina, Croatia, Georgia, Iceland, Liechtenstein, Macedonia, Malta, Moldova, Monaco, Montenegro, Norway, Russia, San Marino, Serbia, Switzerland, Turkey, Ukraine, Vatican City State
Rest of the World (ROW)	
Zone 7	North America, Canada

Zone 8	Far East and Australasia
Zone 9	Rest of the World

Table 1 – Examination Centre Collections <Removed as not applicable to NCT Logistics>Table 2 – Ad Hoc Special Services Deliveries

1.1	The charges shown in this table provide the variable charges that will apply to Ad Hoc Special Services (Door to Door) Deliveries where requested, as described in A3.9 of the contract specification. Hard sided vehicles must be provided as described in A3.9, A7.2.2 and A7.8.			
1.2	The indicative volume Ad hoc Special Service in the last National Curriculum Tests, where the STA required Test Papers/Materials to be delivered to an Examination Centre within 3 hours of a request, was 6 with an average delivery time of 1.5 hrs. @ 50 miles/hour this equates to 75 loaded miles per assignment. 6 Small Van Journeys x 75 miles average = 300 loaded miles per annum.			
1.3	Although there has been no historical requirement, provision is also made for the use of larger vehicles for use in an emergency situation, such as the collection of bulk palletised printed material from 3 rd party suppliers for delivery to the Collation Provider. The following vehicle sizes may be required. <ul style="list-style-type: none"> o 1 Medium Van Journey @ 50 miles. o 1 Large Vehicle Journey @ 50 miles. o 1 Extra Large Vehicles Journey @ 50 miles. The quantities shown are provided to assist with estimating the overall cost of the required service as part of tender process only and no guarantees are given in respect of actual usage.			
1.4	On a monthly basis the actual mileage per vehicle size will be calculated and multiplied by the Charge per Item amount in this table to arrive at the total amount.			
1.5	Any Toll or Congestion charges incurred will be charged at cost.			
1.6	The provision of the Ad Hoc Special Services (Door to Door) Deliveries is subject to the services proving to be cost effective in the long term and should be looked upon as a 'non exclusive' aspect of the Seasonal Courier Network Service			
1.7	All charges listed are exclusive of VAT			
	Description of single item charge	Charge per single Item (C)	Indicative Annual Item Volume (V)	Indicative Charge per Year = (C x V)
	Small van	£1.41	300	£423.00

per loaded mile for ad hoc service charges			
Small van waiting time per 15 mins	£5.00	1	£5.00
Medium van per loaded mile for ad hoc service charges	£1.50	50	£75.00
Medium van waiting time per 15 mins	£7.50	1	£7.50
Large vehicle (up to 7.5 tonne) per loaded mile for ad hoc service charges	£2.00	50	£100.00
Large vehicle waiting time per 15 mins	£8.75	1	£8.75
Extra Large vehicle (over 7.5 tonne) per loaded mile for ad hoc service charges	£2.50	50	£125.00
Extra large vehicle waiting time per 15 mins	£8.75	1	£8.75
Charge for additional driver per hour	£35.00	1	£35.00
Charge for additional porter per hour	£20.00	1	£20.00
Total Indicative Annual Charge			£808.00

Table 3 – Other Charges

3.1	The 'Other Charges' listed in this schedule are the charges that may be applicable on an exceptional basis only, where the Supplier has identified additional costs which may be incurred but cannot readily be charged in the 'all inclusive' charging structure.			
3.2	Where the supplier intends to apply 'Other Charges' then a full explanation is provided in the Supplier's response to the Cost Effectiveness Questionnaire provided in Framework Schedule 13, Supplier's Solution.			
3.3	All charges listed are exclusive of VAT			
	Description of single item charge	Charge per Month (C)	Indicative Annual Volume (V)	Indicative charge per Year (C x V)
	Other Charges	£0.00	12	£0.00
	Total Indicative Annual Charge			£0.00

Table 4 – Collation Provider Collections (NCT logistics)

2.1	Schedule 12, Specification, Appendix C provides the indicative volume of tracked items per examination series to be collected from the Collation Provider and then delivered to Examination Centres.
2.2	<p>The proposed charging schedules must take into account bulk collections and individual deliveries as detailed in the following process:</p> <ol style="list-style-type: none"> 1. the Collation Provider will load the individual packages onto pallets by post code and wrap them ready for collection and then distribution through the Contractor's regional depots. Each pallet will have a single bar code collection label, which will link to a manifest generated by the Collation Provider detailing the individual packages contained on the pallet. 2. during the peak examination series, the Contractor may be required to collect >10,000 packages from the Collation Provider in a single day. 3. at the Contractor's depot the pallet will be unpacked and each individual package scanned into the Contractor's tracking system in readiness for delivery to the Examination Centre, which may include International Centres. 4. the packages must be delivered to the delivery address only and where packages cannot be delivered at the first attempt, further delivery attempts must be made as detailed in the specification at Paragraph 3.5. 5. a standard delivery charging should be made for next day delivery before 4.00pm, UK, Zone 1 6. The charges for a non-standard delivery, such as timed next day deliveries, should be the premium to be charged in addition to the standard charge.

2.3	Individual packages may also need to be collected from the Collation Provider.		
2.4	The actual charge made on the monthly invoice will be: Charge per Single Item x Actual Monthly Volume = Charge per month.		
2.5	All charges listed are exclusive of VAT		
Description of single item charge	Charge per single Item (C)	Indicative Annual Item Volume (V)	Indicative Charge per Year = (C x V)
Standard Delivery Charge, Next Day Before 4.00PM, UK Zone 1	£3.30	87,500	£288,750
Additional Premium Charge Next Day Before 10.00AM, UK Zone 1	£5.25	250	£1312.50
Additional Premium Charge Next Day Before 12.00 Noon, UK Zone 1	£3.15	100	£315.00
Additional Premium Charge Next Day Before 4.00PM, UK Zone2	£6.60	0	£0
Additional Premium Charge Next Day Before 4.00PM, UK Zone 3	£11.00	0	£0
Additional Premium Charge 48 hour delivery, UK Zone 4	£13.70	0	£0
Additional Premium Charge 2-3 days delivery, Europe (EU) Zone 5	£21.75	0	£0
Additional Premium Charge 2-3 days delivery, Europe (Non-EU) Zone 6	£38.35	0	£0
Additional Premium Charge 4 days+ delivery, North America, Zone 7	£38.05	0	£0
Additional Premium Charge 4 days+ delivery, Far East, Zone 8	£109.15	0	£0
Additional Premium Charge 4 days+ delivery, Rest of the World, Zone 9	£226.85	0	£0
Total Indicative Annual Charge			£286,877.50

Table 5 – Test Paper/Materials Storage (NCT logistics)

3.1	Schedule 12, Specification, Appendix F describes the requirement for the Contractor to hold safety stocks of Test Paper/Materials in case an Examination Centre identifies there is a shortage.			
3.2	The charges in this charging schedule relate to the storage of Test Paper/Materials stored on a pallet per week and the charges associated with a 'Picking' operation.			
3.3	Where an Examination Centre identifies that there is a shortage then the Contractor must be able to deliver the necessary material within 3 hours of a request.			
3.4	The Contractor must store Test Paper/Materials in the number of regional depots necessary to ensure that the 3 hour delivery deadline can be achieved to any Examination Centre location in England.			
3.5	The Test Paper/Materials must be stored in a secure location within each of the Supplier's Depots with access to the materials only allowed to nominated personnel. The Supplier must ensure that the envelopes containing Test Papers remain sealed at all times.			
3.6	The storage of pallets will be for a two week period only during the examination series and the likelihood is that two pallets per depot will be required. It is estimated that storage will be required at 10 regional depots to ensure that the 3 hour delivery times can be achieved.			
3.7	The total storage requirements are estimated at 2 weeks storage x 2 pallets x 10 depots = 40 weeks of pallet storage per annum			
3.8	When a request is made for the Supplier to make an immediate delivery of Test Paper/Materials, then the supplier's personnel will be required to perform a 'Picking' operation from the stored materials to find the exact Test Paper/Materials required. The Test Papers will be in sealed envelopes and the 'Picking' operation must be supervised to ensure that at no stage the sealed envelopes are opened.			
3.9	During the 2015 -2016 Examination Series a 'Picking' operation was required to be performed on 1 occasion, but no guarantees can be given to the number of 'Picking' operations required in the future.			
3.10	The actual charge made on the monthly invoice will be: Charge per single item x Actual Volume that month = Charge per month.			
3.11	All charges listed are exclusive of VAT			
	Description of single item charge	Charge per single item (C)	Indicative Annual Item Volume (V)	Indicative Charge per Year = (C x V)
	Pallet storage charge per week,	£25.00	40	£1000.00
	Picking operation as described in 5.8 above	£18.00	6	£108.00
	Total Indicative Annual Charge			£1108.00