

DIPS Order Form Schedule 6

1. DIPS Requirement Identification					
Call-Off Lot	Lot 5 - Project, Programme and Portfolio Management (P3M)				
Call-Off Reference	RM6249/DIPS(5)072	Version Number	1.0	Date	28 April 2025
Call-Off Contract title:	714702450 – Cyber Resilience Programme Close Support Partner				
Call-Off Contract description:	A Close Support Partner (CSP) to support the Cyber Resilience Programme (CRP) to deliver on several extant work packages, outputs and outcomes. The CSP will support the Programme in meeting priorities by working closely with a range of stakeholders to ensure capabilities meet operational priorities.				
Commercial Strategy					
Further Competition	<input checked="" type="checkbox"/>	Competitive award criteria to be used for undertaking evaluation of proposal(s)	60% Technical 40% Price		
Direct Award*	<input type="checkbox"/>				
Contract Charges Estimated Contract Value (excluding VAT) for Call-Off Contract based on Financial Approvals					
Core Service Points – [REDACTED]					
Variable Service Points – [REDACTED]					
Total contract value: £29,456,739 ex VAT					
Timescales (Prior to Further Competition enter anticipated dates. Following Further Competition update with actual dates)					
Call-Off Start Date	07 May 2025				
Call-Off Initial Period	3 Years				
Call-Off Expiry Date	06 May 2028				
Minimum notice period prior to a Call-Off Optional Extension Period	The contract will be for an initial period of 36 months with a break clause after 24 months.				

2. Contact details			
Government Directorate / Organisation Title	Defence Digital, Ministry of Defence	Name of Supplier	Deloitte LLP
Name of Requirement Holder's Authorised Representative		Name of Supplier's Authorised Representative	
Post title		Post title	
Requirement Holder's Address	Defence Digital, Cyber Resilience Programme, Spur F1, Building 405, MOD Corsham	Supplier Address	1 New Street Square, London
Postcode	SN13 9NR	Postcode	EC4A 3HQ
Telephone	N/A	Telephone	
Email		Email	
Name of Requirement Holder's Project Lead		Project Lead's Contact Email	

4. Call-Off Incorporated Terms

The following documents are incorporated into this Call-Off Contract. Where numbers are missing those DIPS Framework schedule numbers are not being used in this Call-Off Contract. If the documents conflict, the following order of precedence applies:

1. This Order Form including the General Conditions in section 2(b) and the Call-Off Special Terms in section 2(c).
2. Joint Schedule 1 (Definitions)
3. Any Statement(s) of Requirements (in the form of the template set out in **Schedule 3** to this **Order Form** (Framework Schedule 6) executed by the Requirement Holder and the Supplier with a corresponding Call-Off Contract reference
4. Call-Off Special Terms
5. The following Schedules in equal order of precedence:
 - Joint Schedules
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 5 (Corporate Social Responsibility)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules
 - Call-Off Schedule 2 (Staff Transfer), Part D (Parts A, B, and C are not applicable).
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 17 (MOD Terms)
 - Call-Off Schedule 26 (Cyber)
6. Core Terms (DIPS version)
7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Requirement Holder (as decided by the Requirement Holder and Commercial) take precedence over the documents above.

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

5a. General Conditions

Additional Conditions:

Applicable DEFCONS:

- 5J (Edn 18/11/16) Unique Identifiers
- 76 (Edn 11/22) Contractor's Personnel at Government Establishments
- 501 (Edn 10/21) Definitions and Interpretations
- 503 (Edn 06/22) Formal Amendments to Contract
- 513 (Edn 07/24) Value Added Tax and Other Taxes
- 514 (Edn 08/15) Material Breach
- 515 (Edn 06/21) Bankruptcy And Insolvency
- 516 (Edn 04/12) Equality
- 518 (Edn 02/17) Transfer
- 520 (Edn 10/23) Corrupt Gifts and Payments of Commission
- 522 (Edn 11/21) Payment and Recovery of Sums Dues
- 526 (Edn 08/02) Notices
- 527 (Edn 09/97) Waiver
- 529 (Edn 09/97) Law (English)
- 530 (Edn 12/14) Dispute Resolution (English Law)
- 531 (Edn 09/21) Disclosure of Information
- 532B (Edn 12/22) Protection of Personal Data
- 534 (Edn 06/21) Subcontracting and Prompt Payment
- 537 (Edn 12/21) - Rights of Third Parties
- 538 (Edn 06/02) Severability
- 539 (Edn 01/22) Transparency
- 540 (Edn 05/23) Conflicts of Interest
- 565 (Edn 07/23) Supply Chain Resilience and Risk Awareness
- 566 (Edn 04/24) Change of Control of Contractor
- 602B (Edn 12/06) Quality Assurance (without Quality Plan)
- 604 (Edn 06/14) Progress Reports
- 609 (Edn 07/21) Contractor's Records
- 611 (Edn 12/22) Issued Property
- 632 (Edn 11/21) Third Party Intellectual Property - Rights and Restrictions
- 642 (Edn 07/21) Progress Meetings
- 647 (Edn 03/24) Financial Management Information
- 656B (Edn 08/16) Termination for Convenience – £5m and Over
- 658 (Edn 10/22) Cyber
- 659A (Edn 02/24) Security Measures
- 660 (Edn 12/15) Official-Sensitive Security Requirements
- 670 (Edn 02/17) Tax Compliance
- 671 (Edn 10/22) Plastic Packaging Tax
- 675 (Edn 03/21) Advertising Subcontracts (Defence and Security Public Contracts Regulations 2011 only)

- 678 (Edn 09/19) SME Spend Data Collection
- 694 (Edn 07/21) Accounting For Property of the Authority
- 703 (Edn 06/21) Intellectual Property Rights – Vesting In the Authority

Applicable DEFFORMS:

- 94 (Edn 12/20) Confidentiality Agreement
- 139 (Edn 09/19) MOD SME Spend Data Collection
- 528 (Edn 02/21) Import and Export Controls
- 539A (Edn 01/22) Tenderer's Commercially Sensitive Information Form

5b. Call-Off Special Terms

The following Special Terms are incorporated into this Call-Off Contract:

Quality Assurance Conditions

Special Term 1: Primary Quality Assurance Standard Requirements: No specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming products under this contract.

Special Term 2: Quality Plans: No Deliverable Quality Plan is required reference DEFCON 602B.

Special Term 3: Concessions: Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 – Quality Assurance Procedural Requirements – Concessions.

Special Term 4: Contractor Working Parties: Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 4 – Quality Assurance Procedural Requirements – Contractor Working Parties.

Special Terms

Special Term 5: For the purposes of DEFCON 524, the period of acceptance shall be 30 working days from the delivery of the Pro-Forma.

Special Term 6: For the purposes of DEFCON 565, the Supplier is required to provide a list of First-Tier and Second-Tier Subcontractors within 90 days of the Contract start date or a timeframe to be agreed by the Authority and the Contractor.

Special Term 7: Further to DEFCON 658 the Cyber Risk Profile of the Contract is low, as defined in Def Stan 05-138.

Special Term 8: [REDACTED]

Special Term 9: Outside of IR35: Off-payroll working rules do not apply.

Special Term 10: [REDACTED]

Special Term 11: [REDACTED]

Special Term 12: [REDACTED]

Special Term 13: [REDACTED]

Special Term 14: [REDACTED]

Special Term 15: [REDACTED]

Special Term 16: [REDACTED]

Special Term 17: [REDACTED]

Special Term 18: [REDACTED]

Special Term 19: [REDACTED]

Special Term 20: [REDACTED]

Special Term 21: [REDACTED]

5c. Maximum Liability

The limitation of the Supplier's liability for this Call-Off Contract is stated in Clause 11.4 of the Core Terms. The liability cap in relation to data privacy and security & exit services will also be covered by Clause 11.4.

5d. Requirement Holder's Security Policy

The Authority's Security Aspect Letter - 20250131-713870451_CRP_CSP_Attachment_7-CRP_Support_SAL-OS

5e. Cyber Essentials Scheme

In accordance with DIPS Framework Call-Off Schedule 26 (Cyber): -

Cyber Essentials: The Requirement Holder requires the Supplier to have / maintain a **Cyber Essentials** level Certificate for the work undertaken under this Call-Off Contract.



5f. Requirement Holder's Environmental Policy

Available online at: Management of environmental protection in defence (JSP 418) - GOV.UK (www.gov.uk) This version is dated 18th August 2023

5g. Social Value Commitment

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

5h. Implementation Plan

Implementation Plan will be finalised as part of mobilisation/transition.

5i. Additional Insurances

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

5j. Guarantee

Not applicable

5k. Proposed Subcontractor(s)

BMT

Qinetiq

Warner McCall

Capgemini

5l. Commercially Sensitive Information

[Redacted Content]

6. Requirement Holder Commercial Officer Authorisation

Order Form approved by	[REDACTED]	Telephone	[REDACTED]
Directorate / Division	Crypt-Key and Defensive Cyber (C&DC) – Defence Digital	Email	[REDACTED]
Organisation Role / Position	[REDACTED]	Date	7 th May 2025
Approver's signature	[REDACTED]		

7. Acknowledgement by Supplier

Order Form acknowledged by	[REDACTED]	Telephone	[REDACTED]
Supplier Name	Deloitte LLP	Email	[REDACTED]
Supplier Role / Position	[REDACTED]	Date	8 th May 2025
Approver's signature	[REDACTED]		

DIPS Call-Off Schedule 2 (Staff Transfer)

1 DEFINITIONS

- 1.1 In this Call-Off Schedule 2, save where otherwise provided, words and terms defined in Joint Schedule 1 (Definitions) shall have the meaning ascribed to them in Joint Schedule 1 (Definitions).
- 1.2 Without prejudice to Joint Schedule 1 (Definitions), in this Call-Off Schedule 2 unless the context otherwise requires:

“Active Member” means an individual who has been admitted to and remains in active membership of any of the Schemes.

“Admission Agreement” means in relation to the Supplier or a Sub-Supplier an agreement made (or to be made) between (1) The Minister for the Cabinet Office (2) the Supplier or the Sub-Supplier, as the case may be, and (3) the Buyer relating to the participation of the Supplier or the Sub-Supplier, as applicable, in the Schemes for the benefit of those of the Former Buyer Employees who are for the time being employed by the Supplier or the Sub-Supplier, as applicable, and which is substantively in the form set out in Annex A to this Schedule.

“alpha” means the public service pension scheme for civil servants established under the Public Service Pensions Act 2013 introduced with effect on and from 1 April 2015 (and includes, unless the context otherwise requires, any successor scheme).

“Business Day(s)” means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

“Buyer Employees” means those employees of the Buyer who are listed in the Final List.

“Costs” means recruitment costs in respect of the provision of the Services, those costs of employing the employees of the Buyer and/or any reasonable termination costs, including, without limitation, redundancy payments (but excluding costs arising from acts or omissions of the Supplier and/or Employing Sub-Supplier, and/or any payment which the Supplier and/or any Employing Sub-Supplier is not obliged to make by contract or statute and/or any compensation, payment, costs or awards (whether protective or otherwise) in connection with claims of unfair dismissal, discrimination and claims in respect of a protective award under the Trade Union and Labour Relations (Consolidation) Act 1992 (save where such claims are as a result of an act or omission of the Buyer)).

“Employer Contributions” means the sums which are payable to the Pension Schemes in accordance with paragraph 7.1.5, 7.1.7 and 7.2 of the Admission Agreement in respect of the Former Buyer Employees, whether by the Supplier, Sub-Supplier or Sub-sub-Supplier. For the avoidance of doubt, the employee redundancy compensation payment amount which is taken into account under clause 7.2 of the Admission Agreement is not included as part of the pass-through under paragraph 1.2 of Part C of Schedule 2.

“Employee Liabilities” means all reasonable costs (including reasonable legal costs), losses and expenses and all damages, penalties, compensation, fines and other liabilities;

“Employee Liability Information” has the same meaning as in Regulation 11(2) of the Employment Regulations.

"Employee List" means the list of Expected Buyer Transferees plus the information listed in Part A of Appendix 2 of this Schedule 2 for those Expected Buyer Transferees.

"Employing Sub-Supplier" means any Sub-Supplier of the Supplier providing any part of the Services (1) who is or is to be the employer of a Buyer Employee or a Previous Supplier Employee and (2), for the purposes of Part D of this Schedule 2 (Exit) or who employs or engages any person providing the Services.

"Expected Buyer Transferee" means an employee of the Buyer whom the Buyer considers is assigned or whose principal purpose is to provide the Services to be provided by the Supplier and/or an Employing Sub-Supplier prior to the Relevant Transfer Date and who the Buyer expects to transfer to the Supplier or an Employing Sub-Supplier on the Relevant Transfer Date.

"Final List" means the list of Expected Buyer Transferees as at 28 days prior to the Relevant Transfer Date, plus the information listed in Part B of Appendix 2 of this Schedule 2 in respect of those Expected Buyer Transferees.

"Former Buyer Employee" means at any time any person whose employment previously transferred to a Supplier or its sub-Supplier pursuant to the Employment Regulations and who has, pursuant to this Contract and the Employment Regulations, transferred to the Supplier or any Sub-Supplier *provided that* since such person was employed by the Buyer (a) he has not ceased to be eligible for membership of the Schemes; and (b) any change in his employer has been effected pursuant to the Employment Regulations.

"New Fair Deal" means the revised Fair Deal policy set out in HM Treasury's guidance "Fair Deal for staff pensions: staff transfers from central government" issued in October 2013.

"PCSPS" means the Principal Civil Service Pension Scheme established under The Superannuation Act 1972.

"Pension Schemes" means alpha and/or the PCSPS whichever is or are relevant in the context (and includes, unless the context otherwise requires, the respective managers from time to time of such scheme or schemes).

"Previous Supplier" means an employee of a Previous Supplier (including but not limited to Former Buyer Employees) who immediately before the Relevant Transfer Date is assigned to carry out the services to be carried out by the Supplier or Sub-Supplier under this Contract and who has not been dismissed, resigned, been reassigned or objected to the Relevant Transfer.

"Previous Supplier Employee" means an employee of a Previous Supplier (including but not limited to Former Buyer Employees) who immediately before the Relevant Transfer Date is assigned to carry out the services to be carried out by the Supplier or Sub-Supplier under this Contract and who has not been dismissed, resigned, been reassigned or objected to the Relevant Transfer.

"Relevant Benefits" means any benefit payable on retirement, on death, on reaching a particular age, on the onset of serious ill-health or incapacity or in similar circumstances (including the provision of medical, dental or similar benefits).

"Relevant Transfer" means a transfer to the Supplier or an Employing Sub-Supplier of Buyer Employees and/or Previous Supplier Employee (as the case may be) pursuant to this Contract and the Employment Regulations.

"Relevant Transfer Date" means the date on which a Relevant Transfer is effected for Buyer Employees and/or Previous Supplier Employees (as the case may be).

"Relevant Statutory Scheme" has the same meaning as in Regulation 8 of the Employment Regulations.

"Schemes" means the PCSPS, the Partnership Pension Account and its (i) Ill-health Benefits Scheme and (ii) Death Benefits Scheme, the Civil Service Additional Voluntary Contribution Scheme, and alpha each as amended or replaced from time to time, or such one of them as is or are relevant in context. Any reference to the Schemes includes, unless the context otherwise requires, a reference to the respective managers from time to time of the Schemes.

"Sub-Supplier" means the Supplier's Subcontractor(s).

"Subsequent Relevant Transfer" means a transfer of the employment of Subsequent Transferring Employees from the Supplier or any Employing Sub-Supplier to a Replacement Supplier or the Buyer under the Employment Regulations.

"Subsequent Transfer Date" means the date on which the transfer of a Subsequent Transferring Employee takes place under the Employment Regulations.

"Subsequent Transferring Employee" means an employee wholly or mainly employed or otherwise assigned to the Services (or in respect of partial termination, the relevant part of the Services) whose employment transfers under the Employment Regulations from the Supplier or any Employing Sub-Supplier to a Replacement Supplier.

"Unexpected Employee" means any employee of the Buyer or former employee of the Buyer who is not on the Final List provided in accordance with paragraph 1.1.4 of Part A of this Schedule 2 and who is or was assigned by the Buyer to the Services to be provided by the Supplier and/or an Employing Sub-Supplier prior to the Relevant Transfer Date.

PART D – STAFF TRANSFER ARRANGEMENTS ON EXIT

Note Parts A-C do not apply to this contract.

1. EMPLOYMENT

1.1 Information on Re-tender, Partial Termination, Termination or Expiry

- 1.1.1 No earlier than two years preceding the termination, partial termination or Expiry of this Contract or a potential Subsequent Transfer Date or at any time after the service of a notice to terminate this Contract or the provision of any of the Services (whether in whole or part) or on receipt of a written request by the Buyer, the Supplier shall (and shall procure that any Employing Sub-Supplier shall):
- (a) supply to the Buyer such information as the Buyer may reasonably require in order to consider the application of the Employment Regulations on the termination, partial termination or expiry of this Contract;
 - (b) supply to the Buyer such full and accurate and up-to-date information as may be requested by the Buyer including the information listed in Appendix 3 of this Call-Off Schedule 2 relating to the employees who are wholly or mainly employed, assigned or engaged in providing the Services or part of the Services under this Contract who may be subject to a Subsequent Relevant Transfer, separately identifying those former employees of the Buyer whose employment previously transferred to the Supplier and/or Employing Sub-Supplier and who continue to be eligible under New Fair Deal (as defined and set out in Part D (Pension Matters) of this Schedule);
 - (c) provide the information promptly and in any event not later than three months from the date when a request for such information is made and at no cost to the Buyer;
 - (d) acknowledge that the Buyer will use the information for informing any prospective Replacement Supplier for any services which are substantially the same as the Services or part of the Services provided pursuant to this Contract; and
 - (e) inform the Buyer of any changes to the information provided under paragraph 1.1.1(a) or 1.1.1(b) of Part D of this Call-Off Schedule 2 up to the Subsequent Transfer Date as soon as reasonably practicable.
- 1.1.2 Three months preceding the termination, partial termination or expiry of this Contract or on receipt of a written request from the Buyer the Supplier shall:
- (a) ensure that Employee Liability Information and such information listed in Part A of Appendix 2 of this Call-Off Schedule 2 (Personnel Information) relating to the Subsequent Transferring Employees is provided to the Buyer and/or any Replacement Supplier;
 - (b) inform the Buyer and/or any Replacement Supplier of any changes to the information provided under this paragraph 1.1.2 of Part D of this Call-Off Schedule 2 up to any Subsequent Transfer Date as soon as reasonably practicable; and
 - (c) enable and assist the Buyer and/or any Replacement Supplier or any sub-Supplier of a Replacement Supplier to communicate with

and meet those employees and their trade union or other employee representatives.

- 1.1.3 No later than 28 days prior to the Subsequent Transfer Date the Supplier shall provide the Buyer and/or any Replacement Supplier with a final list of the Subsequent Transferring Employees together with the information listed in Part B of Appendix 2 of this Call-Off Schedule 2 (Personnel Information) relating to the Subsequent Transferring Employees. The Supplier shall inform the Buyer and/or Replacement Supplier of any changes to this list or information up to the Subsequent Transfer Date.
- 1.1.4 Within 14 days following the relevant Subsequent Transfer Date the Supplier shall provide to the Buyer and/or any Replacement Supplier the information set out in Part C of Appendix 2 of this Call-Off Schedule 2 in respect of Subsequent Transferring Employees.
- 1.1.5 Paragraphs 1.1.1 and 1.1.2 of Part D of this Call-Off Schedule 2 are subject to the Supplier's obligations in respect of the Data Protection Legislation and the Supplier shall use its reasonable endeavours to obtain the consent of its employees (and shall procure that its Sub-Suppliers use their reasonable endeavours to obtain the consent of their employees) to the extent necessary under the Data Protection Legislation or provide the data in an anonymous form in order to enable disclosure of the information required under paragraphs 1.1.1 and 1.1.2 of Part D of this Call-Off Schedule 2. To the extent anonymous data has been provided by the Supplier pursuant to its obligations under paragraph 1.1.1 or 1.1.2 of Part D of this Call-Off Schedule 2 above, the Supplier shall provide full data to the Buyer no later than 28 days prior to the Subsequent Transfer Date.
- 1.1.6 On notification to the Supplier by the Buyer of a Replacement Supplier or within the period of six months prior to the Termination Date or after service of a notice to terminate this Contract (whether in whole or in part), whichever is earlier and in any event on receipt of a written request by the Buyer, the Supplier shall not and shall procure that an Employing Sub-Supplier shall not:
 - (a) materially amend or promise to amend the rates of remuneration or other terms and conditions of employment of any person wholly or mainly employed or engaged in providing the Services under this Contract; or
 - (b) replace or re-deploy from the Services any person wholly or mainly employed or engaged in providing the Services, or materially increase or decrease the number of persons performing the Services under this Contract or the working time spent on the Services (or any part thereof); or
 - (c) reorganise any working methods or assign to any person wholly or mainly employed or engaged in providing the Services (or any part thereof) any duties unconnected with the Services (or any part thereof) under this Contract; or
 - (d) terminate or give notice to terminate the employment of any person wholly or mainly employed or engaged in providing the Services (or any part thereof) under this Contract other than in the case of serious misconduct or for poor performance,

save in the ordinary course of business and with the prior written consent of the Buyer (not to be unreasonably withheld or delayed) and the Supplier shall indemnify and keep indemnified the Buyer in respect of any Employee Liabilities arising out of or in connection with any breach of paragraphs 1.1.1, 1.1.2, 1.1.3, 1.1.4 or 1.1.6 of Part D of this Call-Off Schedule 2.

- 1.1.7 The Buyer may at any time prior to the period set out in paragraph 1.1.5 of Part D of this Call-Off Schedule 2 request from the Supplier any of the information in sections 1(a) to (d) of Appendix 1 and the Supplier shall and shall procure any Sub-Supplier will provide the information requested within 28 days of receipt of that request.

1.2 Obligations in Respect of Subsequent Transferring Employees

- 1.2.1 To the extent that the Employment Regulations apply on expiry, termination or partial termination of this contract, the Supplier shall and shall procure any Employing Sub-Supplier shall and the Buyer shall and shall procure that a Replacement Supplier shall in such circumstances:
- (a) before and in relation to the Subsequent Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the Subsequent Transferring Employees to the Buyer and/or a Replacement Supplier; and
 - (b) comply with their respective obligations under the Employment Regulations including their obligations to inform and consult under Regulation 13 of the Employment Regulations.

1.3 Unexpected Subsequent Transferring Employees

- 1.3.1 If a claim or allegation is made by an employee or former employee of the Supplier or any Employing Sub-Supplier who is not named on the list of Subsequent Transferring Employees provided under paragraph 1.1.3 of Part D of this Call-Off Schedule 2 (an "**Unexpected Subsequent Transferring Employee**") that he has or should have transferred to the Buyer and/or Replacement Supplier by virtue of the Employment Regulations, the Party receiving the claim or allegation shall notify the other Party (or the Supplier shall notify the Buyer on the Sub-Supplier's behalf and the Buyer shall notify the Supplier on the Replacement Supplier's behalf) in writing as soon as reasonably practicable and no later than ten Business Days after receiving notification of the Unexpected Subsequent Transferring Employee's claim or allegation, whereupon:
- (a) the Supplier shall (or shall procure that the Employing Sub-Supplier shall), as soon as reasonably practicable, offer and/or confirm continued employment to the Unexpected Subsequent Transferring Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and
 - (b) if the Unexpected Subsequent Transferring Employee's claim or allegation is not withdrawn or resolved the Supplier shall notify the Buyer (who will notify any Replacement Supplier who is a party to such claim or allegation), and the Buyer (insofar as it is permitted) and/or Replacement Supplier (as appropriate) shall employ the Unexpected Subsequent Transferring Employee or as soon as reasonably practicable, (subject to compliance with its obligations at paragraph 1.3.1(c)(iii) of Part D of this Call-Off Schedule 2), serve notice to terminate the Unexpected Subsequent Transferring Employee's employment in accordance with his contract of employment; and
 - (c) the Supplier shall indemnify the Buyer against all Employee Liabilities arising out of or in connection with any of the following liabilities incurred by the Buyer or Replacement Supplier in dealing with or disposing of the Unexpected Subsequent Transferring Employee's claim or allegation:

- (i) any additional costs of employing the Unexpected Subsequent Transferring Employee up to the date of dismissal where the Unexpected Subsequent Transferring Employee has been dismissed in accordance with paragraph 1.3.1(b) of Part D of this Call-Off Schedule 2;
 - (ii) any liabilities acquired by virtue of the Employment Regulations in relation to the Unexpected Subsequent Transferring Employee;
 - (iii) any liabilities relating to the termination of the Unexpected Subsequent Transferring Employee's employment but excluding such proportion or amount of any liability for unfair dismissal, breach of contract or discrimination attributable:
 - (A) to a failure by the Buyer or a Replacement Supplier to act reasonably to mitigate the costs of dismissing such person);
 - (B) directly or indirectly to the procedure followed by the Buyer or a Replacement Supplier in dismissing the Unexpected Transferee; or
 - (C) to the acts/omissions of the Buyer or a Replacement Supplier not wholly connected to the dismissal of that person;
 - (iv) any liabilities incurred under a settlement of the Unexpected Subsequent Transferring Employee's claim which was reached with the express permission of the Supplier (not to be unreasonably withheld or delayed);
 - (v) reasonable administrative costs incurred by the Buyer or Replacement Supplier in dealing with the Unexpected Subsequent Transferring Employee's claim or allegation, subject to a cap per Unexpected Subsequent Transferring Employee of £5,000; and
 - (vi) legal and other professional costs reasonably incurred;
- 1.3.2 the Buyer shall be deemed to have waived its right to an indemnity under paragraph 1.3.1(c) of Part D of this Call-Off Schedule 2 if it fails without reasonable cause to take, or fails to procure any Replacement Supplier takes, any action in accordance with any of the timescales referred to in this paragraph 1.3 of Part D of this Call-Off Schedule 2.

1.4 Indemnities on Subsequent transfer under the Employment Regulations on Partial Termination, Termination or Expiry of the Contract

- 1.4.1 If on the expiry, termination or partial termination of the Contract there is a Subsequent Relevant Transfer, the Supplier shall indemnify the Buyer and any Replacement Supplier against Employee Liabilities arising out of or in connection with any claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent Transfer Date out of any failure by the Supplier or any Sub-Supplier to comply with their obligations under Regulation 13 of the Employment Regulations in relation to any Subsequent Transferring Employee or any other employee of the Supplier or any Sub-Supplier affected by the Subsequent Relevant Transfer (as defined by Regulation 13 of the Employment Regulations), save to the extent that any Employee Liabilities are a result of the act or omission of the Buyer or the Replacement Supplier.

- 1.4.2 If there is a Subsequent Relevant Transfer, the Buyer shall indemnify the Supplier against all Employee Liabilities arising out of, or in connection with:
- (a) any claim or claims by a Subsequent Transferring Employee at any time on or after the Subsequent Transfer Date which arise as a result of an act or omission of the Buyer or a Replacement Supplier or a sub-Supplier of a Replacement Supplier during the period from and including the Subsequent Transfer Date;
 - (b) subject to paragraph 1.4.1 of Part D of this Call-Off Schedule 2 any claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent Transfer Date out of any failure by the Buyer or a Replacement Supplier or a sub-Supplier of a Replacement Supplier to comply with their obligations under Regulation 13 of the Employment Regulations in relation to any Subsequent Transferring Employee or any other employee engaged wholly or mainly in connection with the Services by the Replacement Supplier or any other employee of the Buyer or any Replacement Supplier affected by the Subsequent Relevant Transfer effected by this Contract (as defined by Regulation 13 of the Employment Regulations),

save to the extent that any Employee Liabilities are a result of the act or omission of the Supplier or any Employing Sub-Supplier.

- 1.4.3 In the event of a Subsequent Relevant Transfer, the Buyer shall indemnify the Supplier in respect of all Employee Liabilities arising out of or in connection with or as a result of a substantial change by the Buyer on or after the Subsequent Transfer Date to the working conditions of any Subsequent Transferring Employee to the material detriment of any such Subsequent Transferring Employee. For the purposes of this paragraph 1.4.3 of Part D of this Call-Off Schedule 2, the expressions "substantial change" and "material detriment" shall have the meanings as are ascribed to them for the purposes of Regulation 4(9) of the Employment Regulations.

1.5 **Contracts (Rights of Third Parties) Act 1999**

- 1.5.1 A Replacement Supplier may enforce the terms of paragraph 1.3 and 1.4 of Part D of this Call-Off Schedule 2 against the Supplier in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 1.5.2 The consent of a Replacement Supplier (save where the Replacement Supplier is the Buyer) is not required to rescind, vary or terminate this Contract.
- 1.5.3 Nothing in this paragraph 1.5 of Part D of this Call-Off Schedule 2 shall affect the accrued rights of the Replacement Supplier prior to the rescission, variation, expiry or termination of this Contract.

1.6 **General**

- 1.6.1 The Supplier shall not recover any Costs and/or other losses under this Schedule where such Costs and/or losses are recoverable by the Supplier elsewhere in this Contract and/or are recoverable under the Employment Regulations or otherwise.

Appendix 1

LIST OF EMPLOYMENT INFORMATION ON WHICH THE SUPPLIER BASED THE BUYER PERSONNEL COSTS ELEMENT OF THE CHARGES

Appendix 2

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS AGREEMENT

PART A

1. The written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) which will be provided to the extent it is not included within the written statement of employment particulars:

1.1 Personal, Employment and Career

- a) Age;
- b) Security Vetting Clearance;
- c) Job title;
- d) Work location;
- e) Conditioned hours of work;
- f) Employment Status;
- g) Details of training and operating licensing required for Statutory and Health and Safety reasons;
- h) Details of training or sponsorship commitments;
- i) Standard Annual leave entitlement and current leave year entitlement and record;
- j) Annual leave reckonable service date;
- k) Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
- l) Information of any legal proceedings between employees and their employer within the previous two years or such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;
- m) Issue of Uniform/Protective Clothing;
- n) Working Time Directive opt-out forms; and
- o) Date from which the latest period of continuous employment began.

1.2 Superannuation and Pay

- a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken during the last two years;
- b) Annual salary and rates of pay band/grade;
- c) Shifts, unsociable hours or other premium rates of pay;
- d) Overtime history for the preceding twelve-month period;
- e) Allowances and bonuses for the preceding twelve-month period;
- f) Details of outstanding loan, advances on salary or debts;
- g) Civil Service Pension Scheme Membership (Opt-out of Civil Service Pension Scheme, Classic, Classic Plus, Premium, Nuvos, alpha Defined Contribution);

- h) For pension purposes, the notional reckonable service date;
- i) Pensionable pay history for three years to date of transfer;
- j) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- k) Percentage of pay currently contributed under any added years arrangements.

1.3 Medical

- a) Details of any period of sickness absence of 3 months or more in the preceding period of 12 months; and
- b) Details of any active restoring efficiency case for health purposes.

1.4 Disciplinary

- a) Details of any active restoring efficiency case for reasons of performance; and
- b) Details of any active disciplinary cases where corrective action is ongoing.

1.5 Further information

- a) Information about specific adjustments that have been made for an individual under the Equality Act 2010;
- b) Short term variations to attendance hours to accommodate a domestic situation;
- c) Individuals that are members of the Reserves, or staff that may have been granted special leave for public duties such as a School Governor; and
- d) Information about any current or expected maternity or other statutory leave or other absence from work.

PART B

1.6 Information to be provided:

- a) Employee's full name;
- b) Date of Birth
- c) Home address; and
- d) Bank/building society account details for payroll purposes Tax Code.

PART C

1.7 Information to be provided:

1.7.1 Performance Appraisal

- a) The current year's Performance Appraisal;
- b) Current year's training plan (if it exists); and
- c) Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements.

1.7.2 Superannuation and Pay

- a) Cumulative pay for tax and pension purposes;
- b) Cumulative tax paid;
- c) National Insurance Number;
- d) National Insurance contribution rate;
- e) Other payments or deductions being made for statutory reasons; and
- f) Any other voluntary deductions from pay.

Appendix 3

SUPPLIER PERSONNEL-RELATED INFORMATION TO BE RELEASED UPON RE-TENDERING WHERE THE EMPLOYMENT REGULATIONS APPLIES

1. The following information will be provided:
 - a) The total number of individual employees (including any employees of Sub-Suppliers) that are currently engaged, assigned or employed in providing the Services and who may therefore be transferred. Alternatively the Supplier should provide information why any of their employees or those of their Sub-Suppliers will not transfer;
 - b) The total number of posts or proportion of posts expressed as a full-time equivalent value that currently undertakes the work that is to transfer;
 - c) The preceding 12 months total pay costs – (Pay, benefits employee/employer national insurance contributions and overtime); and
 - d) Total redundancy liability including any enhanced contractual payments.
2. In respect of those employees included in the total at 1(a), the following information:
 - a) Age (not date of Birth);
 - b) Employment Status (i.e. Fixed Term, Casual, Permanent);
 - c) Length of current period of continuous employment (in years, months) and notice entitlement;
 - d) Weekly conditioned hours of attendance (gross);
 - e) Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);
 - f) Pension Scheme Membership (including for Former Buyer Employees or other former Civil Servants who are current members of the Civil Service Pension Schemes (PCSPS/alpha));
 - g) Pension and redundancy liability information;
 - h) Annual Salary;
 - i) Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);
 - j) Details of attendance patterns that attract enhanced rates of pay or allowances;
 - k) Regular/recurring allowances; and
 - l) Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants).
3. The information to be provided under this Appendix 3 should not identify an individual employee by name or other unique personal identifier unless such information is being provided 28 days prior to the Subsequent Transfer Date.
4. The Supplier will provide (and will procure that the Sub-Suppliers provide) the Buyer/tenderers with access to the Supplier's and Sub-Supplier's general employment terms and conditions applicable to those employees identified at paragraph 1(a) of this Appendix 3.

Annex A to Call-Off Schedule 2
[Insert form of Admission Agreement]

Call-Off Schedule 3 (Continuous Improvement)

1 Supplier's Obligations

- 1.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 1.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 1.3 In addition to Paragraph 1.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 1.3.1 identifying the emergence of relevant new and evolving technologies;
 - 1.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 1.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 1.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 1.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
- 1.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 1.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 1.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or the Framework Authority.

- 1.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 1.5:
 - 1.8.1 the Supplier shall use all reasonable endeavours to implement any agreed Deliverables in accordance with the Continuous Improvement Plan; and
 - 1.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 1.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 1.3.
- 1.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 1.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 1.12 At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for Gainshare. If the Buyer deems Gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed Gainshare ratio.

Call-Off Schedule 4 (Call Off Tender)



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

1 Call-Off Contract Charges

- 1.1 The Supplier shall provide as part of the Further Competition Procedure:
- 1.1.1 its pricing for the Deliverables in accordance with the Buyer's Statement of Requirements.
- 1.2 To reduce the level of risk to the CSP, the Authority will commit to a fixed monthly payment of [REDACTED] Service Points (SPs). In return for this reduction of risk, there will be an obligation upon the CSP to be able to provide at least [REDACTED] SPs per month. In addition, the Authority will require an additional [REDACTED] variable SPs per month. The Authority is not required to use the full number of variable SPs per quarter if not needed. This requirement will be contractually binding for both parties. As such the Authority takes on the obligation to pay for minimum number of SPs per month even if fewer are requested and the CSP is obligated to be able to provide the minimum level of SPs worth of outcomes each month.
- 1.3 Further to Paragraph 1.3 of Framework Schedule 3 (Framework Pricing), the Supplier will provide a detailed breakdown of its Charges for the Deliverables in sufficient detail to enable the Buyer to verify the accuracy of any invoice submitted.
- 1.4 If a Capped or Fixed Price has been agreed for the Call-Off Contract or a particular SOW:
- the Supplier shall continue to work on the Deliverables until they are satisfactorily complete and accepted by the Buyer at its own cost and expense where the Capped or Fixed Price is exceeded; and
 - the Buyer will have no obligation or liability to pay any additional Charges or cost of any part of the Deliverables yet to be completed and/or Delivered after the Capped or Fixed Price is exceeded by the Supplier.
- 1.5 All risks or contingencies will be included in the Charges. The Parties agree that the following assumptions, representations, risks and contingencies will apply in relation to the Charges:

In accordance with 20250214-713870451-CRP_CSP_Attachment_6-Statement_of_Requirement-V3.0-OSC

Annex 1 (Expenses Policy)

In line with Statement of Requirement line 43.

Annex 2 (Payment Plan)

Core Service Points

Title	Invoice Date	Service Points	Service Point Cost (£)	Total Payment (£)
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Monthly Payment 1	31/05/2025	[REDACTED]	[REDACTED]	[REDACTED]
Monthly Payment 2	30/06/2025	[REDACTED]	[REDACTED]	[REDACTED]
Monthly Payment 3	31/07/2025	[REDACTED]	[REDACTED]	[REDACTED]
Monthly Payment 4	31/08/2025	[REDACTED]	[REDACTED]	[REDACTED]
Monthly Payment 5	30/09/2025	[REDACTED]	[REDACTED]	[REDACTED]
Monthly Payment 6	31/10/2025	[REDACTED]	[REDACTED]	[REDACTED]
Monthly Payment 7	30/11/2025	[REDACTED]	[REDACTED]	[REDACTED]

Monthly Payment 8	31/12/2025			
Monthly Payment 9	31/01/2026			
Monthly Payment 10	28/02/2026			
Monthly Payment 11	31/03/2026			
Monthly Payment 12	30/04/2026			
Monthly Payment 13	31/05/2026			
Monthly Payment 14	30/06/2026			

Monthly Payment 15	31/07/2026			
Monthly Payment 16	31/08/2026			
Monthly Payment 17	30/09/2026			
Monthly Payment 18	31/10/2026			
Monthly Payment 19	30/11/2026			
Monthly Payment 20	31/12/2026			

Monthly Payment 21	31/01/2027	[REDACTED]	[REDACTED]	[REDACTED]
Monthly Payment 22	28/02/2027	[REDACTED]	[REDACTED]	[REDACTED]
Monthly Payment 23	31/03/2027	[REDACTED]	[REDACTED]	[REDACTED]
Monthly Payment 24	30/04/2027	[REDACTED]	[REDACTED]	[REDACTED]
Monthly Payment 25	31/05/2027	[REDACTED]	[REDACTED]	[REDACTED]
Monthly Payment 26	30/06/2027	[REDACTED]	[REDACTED]	[REDACTED]
Monthly Payment 27	31/07/2027	[REDACTED]	[REDACTED]	[REDACTED]

Monthly Payment 28	31/08/2027			
Monthly Payment 29	30/09/2027			
Monthly Payment 30	31/10/2027			
Monthly Payment 31	30/11/2027			
Monthly Payment 32	31/12/2027			
Monthly Payment 33	31/01/2028			
Monthly Payment 34	28/02/2028			

Monthly Payment 35	31/03/2028			
Monthly Payment 36	30/04/2028			
			Total (ex VAT)	

Variable Service Points*

*These service points are not guaranteed, further detail below.

Title	Invoice Date	Service Points	Service Point Cost (£)	Total Payment (£)
Monthly Payment 1	31/05/2025			
Monthly Payment 2	30/06/2025			

Monthly Payment 3	31/07/2025	[REDACTED]	[REDACTED]	[REDACTED]
Monthly Payment 4	31/08/2025	[REDACTED]	[REDACTED]	[REDACTED]
Monthly Payment 5	30/09/2025	[REDACTED]	[REDACTED]	[REDACTED]
Monthly Payment 6	31/10/2025	[REDACTED]	[REDACTED]	[REDACTED]
Monthly Payment 7	30/11/2025	[REDACTED]	[REDACTED]	[REDACTED]
Monthly Payment 8	31/12/2025	[REDACTED]	[REDACTED]	[REDACTED]
Monthly Payment 9	31/01/2026	[REDACTED]	[REDACTED]	[REDACTED]

Monthly Payment 10	28/02/2026			
Monthly Payment 11	31/03/2026			
Monthly Payment 12	30/04/2026			
Monthly Payment 13	31/05/2026			
Monthly Payment 14	30/06/2026			
Monthly Payment 15	31/07/2026			
Monthly Payment 16	31/08/2026			

Monthly Payment 17	30/09/2026			
Monthly Payment 18	31/10/2026			
Monthly Payment 19	30/11/2026			
Monthly Payment 20	31/12/2026			
Monthly Payment 21	31/01/2027			
Monthly Payment 22	28/02/2027			

Monthly Payment 23	31/03/2027	[REDACTED]	[REDACTED]	[REDACTED]
Monthly Payment 24	30/04/2027	[REDACTED]	[REDACTED]	[REDACTED]
Monthly Payment 25	31/05/2027	[REDACTED]	[REDACTED]	[REDACTED]
Monthly Payment 26	30/06/2027	[REDACTED]	[REDACTED]	[REDACTED]
Monthly Payment 27	31/07/2027	[REDACTED]	[REDACTED]	[REDACTED]
Monthly Payment 28	31/08/2027	[REDACTED]	[REDACTED]	[REDACTED]
Monthly Payment 29	30/09/2027	[REDACTED]	[REDACTED]	[REDACTED]

Monthly Payment 30	31/10/2027			
Monthly Payment 31	30/11/2027			
Monthly Payment 32	31/12/2027			
Monthly Payment 33	31/01/2028			
Monthly Payment 34	28/02/2028			
Monthly Payment 35	31/03/2028			
Monthly Payment 36	30/04/2028			

Annex A – CRP Achievement Pro-Forma

CRP Close Support Partner Deliverable Achievement Pro-Forma

This pro-forma confirms that the necessary work has been undertaken by [THE SUPPLIER] to achieve the agreed deliverable and (when signed by MoD DD C&DC) provides confirmation that the deliverable has been completed to the satisfaction of the Authority's Close Support Partner Delivery Manager.

Contract reference: [INSERT CONTRACT NAME/NUMBER]

Supplier: [INSERT THE SUPPLIER]

Objective Description: Insert description of the objective supported

Deliverable Name: Insert name of the deliverable

Deliverable Description: Insert deliverable description

Deliverable	Agreed Delivery Date	Actual Delivery Date	DD C&DC Review Date	Approved by DD C&DC Date

Service Point Value:

Comments:

For and on behalf of
[THE SUPPLIER]

For and on behalf of
DD C&DC CRP

Signature;

Name;

Date;

Signature;

Name;

Date;

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

1 Definitions

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

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

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

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

2 When this Schedule should be used

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

3 Buyer due diligence requirements

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

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

4 Licensed software warranty

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

5 Provision of ICT Services

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

6 Standards and Quality Requirements

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

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

7 ICT Audit

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

8 Maintenance of the ICT Environment

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

9 Intellectual Property Rights

9.1 Assignments granted by the Supplier: Specially Written Software

- 9.1.1 The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:
- 9.1.1.1 the Documentation, Source Code and the object code of the Specially Written Software; and

- 9.1.1.2 all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the “**Software Supporting Materials**”).
- 9.1.2 The Supplier shall:
- 9.1.2.1 not include any COTS Software in the Deliverables without the Approval of the Buyer;
- 9.1.2.2 inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;
- 9.1.2.3 deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and object code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and
- 9.1.2.4 without prejudice to paragraph 9.1.2.2, provide full details to the Buyer of any of the Supplier’s Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, copy, modify, adapt, disclose, sub-license and/or commercially exploit such Supplier’s Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.
- 9.1.3 The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Buyer.

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

- 9.2.1 Unless the Buyer gives its prior Approval which must be in accordance with any specific software approval process notified in writing by the Buyer to the Supplier, the Supplier must not use any:
- (a) of its own Existing IPR that is not COTS Software; or
 - (b) third party software that is not COTS Software (including Open Source Software).
- 9.2.2 Where the Buyer Approves the use of the Supplier’s Existing IPR that is not COTS Software the Supplier shall grant to the Buyer a perpetual, royalty-free and non-exclusive licence to use, copy, modify, adapt, disclose and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer’s business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.

- 9.2.3 Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:
- 9.2.3.1 notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and
- 9.2.3.2 only use such third party IPR as referred to at paragraph 9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.
- 9.2.4 Where the Supplier is unable to provide a license to the Supplier's Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.

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

- 9.3.1 The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on the terms set out at Annex 1 to this Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables). If the Supplier is unable to procure the licensing of such software on the terms set out in Annex 1 to this Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables), the Supplier shall notify the Buyer who shall review any proposed alternative licence terms. No terms other than those set out in Annex 1 to this Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables) shall apply (unless otherwise set out in the Contract) without the express written confirmation of the Buyer.
- 9.3.2 Where the Supplier owns the COTS Software it shall make available the COTS Software to a Replacement Supplier at a price and on terms no less favourable than those agreed under in paragraph 9.3.1.
- 9.3.3 Where a third party is the owner of COTS Software licensed in accordance with this paragraph 9.3, the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those agreed under paragraph 9.3.1.
- 9.3.4 The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:
- 9.3.4.1 will no longer be maintained or supported by the developer; or
- 9.3.4.2 will no longer be made commercially available.

9.4 Buyer's right to assign/novate licences

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

9.5 Licence granted by the Buyer

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

9.6 Open Source Software Publication

- 9.6.1 Unless the Buyer Approves otherwise in advance (and subject to paragraph 9.6.3), all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is:
- 9.6.1.1 suitable for publication by the Buyer as Open Source Software; and
 - 9.6.1.2 based on open standards (where applicable),
and the Buyer may, at its sole discretion, publish the same as Open Source Software.
- 9.6.2 The Supplier hereby warrants that the Specially Written Software and the New IPR:
- 9.6.2.1 are suitable for release as Open Source Software and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by the Buyer will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Buyer System;
 - 9.6.2.2 have been developed using reasonable endeavours to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them;
 - 9.6.2.3 do not contain any material which would bring the Buyer into disrepute;
 - 9.6.2.4 can be published as Open Source Software without breaching the rights of any third party;
 - 9.6.2.5 will be supplied in a format suitable for publication as Open Source Software ("**the Open Source Publication Material**") no later than the date notified by the Buyer to the Supplier; and
 - 9.6.2.6 do not contain any Malicious Software.
- 9.6.3 Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source Software format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source Software), the Supplier shall:
- 9.6.3.1 as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source Software publication; and
 - 9.6.3.2 include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer's ability to publish such other items or Deliverables as Open Source Software.

9.7 Malicious Software

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

10 IPR asset management

- 10.1 The Parties shall work together to ensure that there is appropriate IPR asset management under each Call-Off Contract, and:
 - 10.1.1 where the Supplier is working on the Buyer's System, the Supplier shall comply with the Buyer's IPR asset management approach and procedures.
 - 10.1.2 where the Supplier is working on the Supplier's System, the Supplier will ensure that it maintains its IPR asset management procedures in accordance with Good Industry Practice.

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

Annex 1: Licence Terms for commercial software purchased by the Buyer

Head Agreement

This Agreement is made this day of in the year

BETWEEN

The Secretary of State for Defence, a corporation sole, (afterwards referred to as the AUTHORITY) as represented by the Directorate of Intellectual Property Rights, Poplar 2a #2218, MOD Abbey Wood, Bristol BS34 8JH

AND

[Insert company's name, registration number and corporate address] (afterwards referred to as the COMPANY);

each being referred to as a "Party" and collectively as the "Parties".

BACKGROUND

- I. The AUTHORITY wishes to agree standard terms of licence with the COMPANY which will apply to "Commercial Software" products it procures from the COMPANY in order to avoid the need to negotiate individual terms each time those products are purchased; and
- II. The COMPANY is prepared to agree standard terms of licence with the AUTHORITY in order to facilitate sales of Commercial Software to the AUTHORITY.

For the purpose of this Agreement "Commercial Software" means software available commercially including that software modified on sale to suit the requirements of a customer.

THE HEAD AGREEMENT

1. The Parties agree that they will adopt the terms of licence set out in the Annex to this Head Agreement (the "Annex"), as the standard terms of licence for the procurement of Commercial Software by the AUTHORITY from the COMPANY and from any of their wholly owned subsidiaries for which the COMPANY is entitled to make this Head Agreement. This shall not imply that either Party may not propose other conditions for any

particular licence or that either Party shall be bound to accept any particular licence in the terms set out in the Annex.

- 2. Each software licence which is to be procured subject to the standard terms of licence set out in the Annex, shall be established by a schedule (the “Schedule”) which incorporates those terms by making reference to this Head Agreement and the Annex. Each licence so concluded shall be legally separate from this Head Agreement.
- 3. Each Schedule will take the format provided in the Attachment to the Annex. Individual Schedules may include special conditions adding to, varying, or setting aside any condition set out in the Annex and in the event of any conflict between the terms of the Annex and the special conditions of a Schedule the latter shall prevail.
- 4. Either Party shall be entitled to terminate this Head Agreement at any time on written notice to the other Party but the termination shall not vary the conditions of or terminate any extant Licences.
- 5. This Head Agreement shall be subject to and construed and interpreted in accordance with the Laws of England and shall be subject to the jurisdiction of the Courts of England. Other jurisdictions may apply solely for the purpose of giving effect to this Agreement and for the enforcement of any judgement, order or award given under English jurisdiction.

Signed for and on behalf of the Secretary of State for Defence

.....
[Print name]

In the capacity of [Insert capacity of signatory]

Signed for and on behalf of the COMPANY [Insert name of company]

.....
[Print name].....

In the capacity of [*Insert capacity of signatory*]

Annex to the Head Agreement: Agreed Standard Conditions

ANNEX TO THE HEAD AGREEMENT BETWEEN THE AUTHORITY AND
[Insert name of Company] DATED: [Insert date of Head Agreement]

1 Definitions

1.1 In this Annex to the Head Agreement and the Schedule to this Annex, the following words shall have the following meanings:

Term	Definition
"AUTHORITY"	shall mean the Secretary of State for Defence.
"LICENSOR"	shall mean the Company identified in the Head Agreement or the wholly owned subsidiary of the Company identified in the Schedule as being the Party granting the Licence to the AUTHORITY.
"Licensed Software"	means the computer programs listed in Part I of the Schedule together with any user documentation, update programs and anything else furnished to the AUTHORITY by the LICENSOR under the Licence in connection with those listed programs, and any portion and copy of any of them.
"Use" (or "to Use")	in relation to the Licensed Software means copying the software from a store unit or medium into equipment, customising it within its existing functionality and consistent with the user documentation, running or processing it, operating upon it, all of these acts either alone or with other programs, and producing copies including, where appropriate, in eye-readable form.
"Designated Equipment"	means that equipment in respect of which Use of the Licensed Software is licensed. It shall be the equipment specified in Part II of the Schedule unless changed to alternative equipment in accordance with the provisions of Clauses 2.3 or 2.4.
"Designated Site"	means that site for which the Licensed Software is licensed. It shall be the site specified at Part III of the Schedule unless changed to an alternative site in accordance with the provisions of Clause 2.3.
"Licence"	means the rights granted by the LICENSOR to the AUTHORITY in respect of the Licensed Software and all the conditions associated with it, as set out in the Standard Conditions in combination with a relevant Schedule.
"Schedule"	means a schedule to the Head Agreement (in the format provided in the Attachment to this Annex) established by signature of the AUTHORITY and the LICENSOR, under which the LICENSOR undertakes to supply the Licensed Software for Use by the AUTHORITY under the conditions of the Licence. Each Schedule, in combination with these Standard Conditions, constitutes a distinct Licence independent of any other Licence existing by operation of the Head Agreement.

“Standard Conditions”	means the conditions set out in this Annex to the Head Agreement, comprising Clauses 1 to 15.
“Special Conditions”	means those conditions (if any) specified in Part VIII of the Schedule.

2 Licence Grant

- 2.1 The AUTHORITY may Use the Licensed Software on the Designated Equipment at the Designated Site in accordance with the Licence from the date of receipt of the Licensed Software by the AUTHORITY.
- 2.2 The AUTHORITY may allow contractors of the AUTHORITY and their sub-contractors to Use the Licensed Software on the Designated Equipment at the Designated Site on AUTHORITY contracts only, provided that the AUTHORITY ensures or procures that those contractors and sub-contractors are bound by the conditions of the Licence and that, unless prevented by security considerations, the AUTHORITY shall notify the LICENSOR of the identity of those contractors or sub-contractors as soon as is reasonably practical. The AUTHORITY shall not charge for that Use.
- 2.3 The AUTHORITY may specify alternative Designated Equipment or an alternative Designated Site by notification to the LICENSOR, in which case Clause 2.1 shall apply only to the alternative Designated Equipment or Designated Site as notified. However, in the event that the alternative Designated Equipment shall be equipment of a greater processing capacity or capability or a different operating system outside the parameters of the original Designated Equipment the LICENSOR may require the AUTHORITY to pay a fair and reasonable additional fee which will not exceed the difference between the corresponding fees shown in respect of Use of the Licensed Software on the existing and alternative Designated Equipment respectively in the LICENSOR's price list current at the time when the AUTHORITY has specified the alternative Designated Equipment.
- 2.4 The AUTHORITY may Use the Licensed Software on alternative equipment if the Designated Equipment is temporarily inoperative until the Designated Equipment is again operative without notification or additional payment to the LICENSOR.
- 2.5 Notwithstanding the above, the AUTHORITY may copy the Licensed Software in machine-readable form for back-up purposes for Use of the Licensed Software. The AUTHORITY may also create eye readable copies of documentation solely for utilisation by operating personnel of the Licensed Software. All copyright in such copies shall remain the property of the LICENSOR.

3 Delivery and Acceptance

- 3.1 The LICENSOR shall deliver the Licensed Software at a time and to a place agreed with the AUTHORITY.
- 3.2 The LICENSOR or the AUTHORITY as mutually agreed shall install each program of the Licensed Software on the Designated Equipment and test it against acceptance tests if agreed between the LICENSOR and the AUTHORITY.
- 3.3 The AUTHORITY may reject the Licensed Software within the acceptance period specified in Part IV of the Schedule only (which period starts on receipt of the Licensed Software by the AUTHORITY) if it fails an agreed acceptance test or if it does not

perform on the Designated Equipment in accordance with the functionality set out in an agreed statement or user document provided by the LICENSOR. The AUTHORITY shall be understood to have accepted the Licensed Software if it has not been validly rejected before the expiry of the acceptance period.

3.4 If the AUTHORITY rejects the Licensed Software in accordance with Clause 3.3 the Licence for it shall terminate and the AUTHORITY shall be entitled to reimbursement of any fees paid in respect of the Licensed Software.

3.5 The AUTHORITY and the LICENSOR may mutually agree to extend the acceptance period, or to amend the Schedule appropriately, for any Licensed Software that would otherwise have been rejected under Clause 3.3.

4 Payment

4.1 The LICENSOR will invoice the AUTHORITY for the agreed licence fees in the amount and in accordance with the invoice arrangements set out respectively in Parts V and VI of the Schedule on or after receipt by the AUTHORITY of the Licensed Software.

4.2 The AUTHORITY shall pay the invoice value within 30 days from the later of delivery of the Licensed Software or the date of receipt of a valid invoice related to that Licensed Software. Payment does not constitute acceptance of the Licensed Software.

5 Confidentiality

5.1 Subject to Clause 5.2 and except as otherwise agreed in writing, the AUTHORITY and the LICENSOR shall each hold in confidence and shall not use, disclose or otherwise make available, except in accordance with the Licence, all the following information received from the other under or in connection with the Licence:

- a. the Licensed Software;
- b. details of the AUTHORITY's use and application of the Licensed Software;
- c. any other information which is identified as being disclosed in confidence at the time of disclosure

provided that:

- (i) the obligation for b. and c. relates only to information received in writing or other material form; and
- (ii) if such information is disclosed orally, the obligation shall apply for 30 days unless the discloser confirms such information in writing or other material form within 30 days when the obligation of confidence shall apply thereafter.

5.2 The obligations under Clause 5.1 shall not require the receiving Party to maintain confidence in, or refrain from using, any part of the information to the extent that the receiving Party can show that such part of the information:

- a. was already known to that Party, without restraint on use or disclosure, prior to the date of receipt or acquisition under or in connection with the Licence; or
- b. has been received by that Party, without restraint on use or disclosure, from a third party having the right to disclose it; or
- c. has entered the public domain otherwise than in breach of the Licence or any other agreement between the Parties; or

- d. was generated by that Party independently of the information which is subject to Clause 5.1;

provided that the relationship of such part of the information to the remainder of the information which is subject to Clause 5.1 is not revealed.

5.3 The obligations under Clause 5.1 shall be perpetual.

5.4 The AUTHORITY shall ensure or procure that any individual to whom the Licensed Software is made available is made aware of, and complies with, the obligations as to confidentiality and other relevant conditions of the Licence.

5.5 The AUTHORITY shall reproduce and maintain any copyright notices and trade marks on or in any of the copies of the Licensed Software made in accordance with the Licence, including partial copies, and on any software changed under the terms of the Licence.

6 IPR Actions and Liabilities for IPR Infringement

6.1 The LICENSOR declares that they are entitled as either owner or licensee to provide the Licensed Software to the AUTHORITY on the terms and conditions of the Licence.

6.2 Subject to the limitations imposed in Clauses 6.3 and 6.4, the LICENSOR shall assume all liability and indemnify the AUTHORITY against all costs or liabilities arising under any valid claim or action brought by a third party against either Party, or against any of its contractors (which expression shall include any sub-contractor) engaged in tasks relevant to the provision of the Licensed Software or to the AUTHORITY's exercise of the Licence, in respect of any third party intellectual property right, including a patent, registered or unregistered design right, trade mark, copyright, trade secret or confidential information, which relates to the supply of the Licensed Software or the Use of the Licensed Software in accordance with the Licence by the AUTHORITY or its contractor, then:

- a. If the claim or action is brought against the LICENSOR they shall take full responsibility for dealing with settling or defending the claim or action;
- b. If any claim is made against the AUTHORITY or its contractors the LICENSOR shall be given full responsibility for dealing with settling or defending the claim as appropriate in their judgement;
- c. If legal action is taken against the AUTHORITY or its contractor that Party shall be entitled to join the LICENSOR in the action.

6.3 Clause 6.2 shall not apply, and the AUTHORITY shall assume all liability for and indemnify the LICENSOR and its contractors, against all costs and liabilities under the claim or action in the event that it arises as a consequence of any of:

- a. Use of the Licensed Software by the AUTHORITY, or by a contractor permitted to use the Licensed Software pursuant to Clause 2.2, outside the LICENSOR's specification or user documentation on the Designated Equipment or in a manner outside the reasonable knowledge or expectation of the LICENSOR or in circumstances particular to the AUTHORITY as distinct from other customers for the equivalent Licensed Software;
- b. Use of modifications to the Licensed Software not provided or not approved in writing by the LICENSOR;

- c. infringement by the LICENSOR of any third party intellectual property right by reason only of use of any material provided by the AUTHORITY for the purposes of the Licence, but only to the extent that this material is held and used within the terms under which it was provided and used solely for the purposes of the Licence.
- 6.4 Clause 6.2 shall not apply in the event that, without the consent of the LICENSOR (which shall not be unreasonably withheld) the AUTHORITY:
- a. has made or makes an admission of any sort to the third party relevant to the claim or action;
 - b. the AUTHORITY has entered or enters into negotiations with the third party relevant to the claim or action;
 - c. the AUTHORITY has made or makes an offer to the third party for settlement of the claim or action.
- 6.5 Each Party undertakes to notify and consult the other promptly in the event of any enquiry, claim or action brought or likely to be brought against them or their contractor or the Parties jointly, which relates to infringement of any third party intellectual property right in connection with the supply or Use of the Licensed Software under the Licence. By joint agreement, the AUTHORITY may take the lead in dealing with settling and defending any such enquiry claim or action made against it directly in consultation with the LICENSOR and, subject to the LICENSOR's agreement as to the terms of any settlement, this shall not displace any liability of the LICENSOR arising under Clause 6.2. If any claim is made against the AUTHORITY under Section 55 of the Patents Act 1977 as a result of the AUTHORITY's use of the Software, and if the AUTHORITY offers a settlement of the claim, otherwise than as a result of a Court order and without the agreement of the LICENSOR, the LICENSOR shall be relieved of any liability which might otherwise arise under Clause 6.2.
- 6.6 In the event that any claim or action is made which is subject to Clause 6.2 or if in the LICENSOR's reasonable opinion such claim or action is likely to be made, the LICENSOR shall promptly utilise all reasonable endeavours to:
- a. establish or secure the AUTHORITY's right to continue to Use the Licensed Software or, failing to do so,
 - b. avoid that claim or action by, and after consultation with the AUTHORITY as to how to minimise the AUTHORITY's loss of Use of the Licensed Software, replacing or modifying the Licensed Software without significant change to the specification of the Licensed Software all at the LICENSOR's expense, including installation and testing.
- 6.7 In the event of the LICENSOR being unable to satisfy the requirements of sub-Clauses 6.6a. or 6.6b. the LICENSOR may terminate the Licence relating to the Licensed Software upon not less than three months written notice unless a lesser period is determined by any court order, and the LICENSOR shall make a refund of the licence fee to the AUTHORITY, either in full or with the agreement of the AUTHORITY (which shall not be unreasonably withheld) of a portion of the licence fee representing the lost portion of the Licence.
- 6.8 The conditions set forth in clauses 6.2 to 6.7 represent the total liability and responsibility of each Party to the other under a Licence in respect of any actual or alleged

infringement of any intellectual property right owned by a third party, and take precedence over any other liability condition in the Licence.

7 Warranty

- 7.1 LICENSOR warrants that discrepancies between Licensed Software and the LICENSOR's specification or user documentation current at the time of delivery reported and demonstrated by the AUTHORITY during the warranty period stated in Part VII of the Schedule will be remedied by LICENSOR without unreasonable delay in a manner commensurate with good software industry practice and without payment by the AUTHORITY. During the warranty period the LICENSOR undertakes to provide to the AUTHORITY free of charge corrections to material errors known to the LICENSOR.
- 7.2 All warranties in the Licensed Software and its user documentation other than that given under Clause 7.1 are hereby excluded including, without limitation, the implied warranty and conditions of satisfactory quality and fitness for a particular purpose, but this shall not prejudice the right of the AUTHORITY to reject the Licensed Software in accordance with Clause 3.3.
- 7.3 No oral or written information or advice given by the LICENSOR, their agents or employees shall create a warranty or extend the scope of the warranty given under Clause 7.1.
- 7.4 The LICENSOR shall utilise all reasonable endeavours to ensure that any Licensed Software supplied, irrespective of the mode of delivery, is free from any published computer virus. In the event that it can be shown that, at the time of delivery, the Licensed Software incorporated such a virus then the AUTHORITY may require the LICENSOR to remove the virus and within the limits of backup data provided by the AUTHORITY to restore any computer system incorporating the Designated Equipment to its pre-infected state or bear the cost of the necessary restoration work.

8 General Liability Conditions

- 8.1 The LICENSOR shall have no liability to the AUTHORITY for any indirect or consequential damages or losses which might arise by reason of Use of the Licensed Software by or for the AUTHORITY including, without limitation, loss of profit, loss of revenue, loss of use, loss of business information produced by Use of the Licensed Software.
- 8.2 The exclusion provided under Clause 8.1 shall not apply where the AUTHORITY suffers loss because of a defect within the Licensed Software which defect is known to the LICENSOR at the time the Licensed Software is furnished to the AUTHORITY unless the AUTHORITY has previously been made aware of and accepted the presence of the defect and its relevance to the AUTHORITY's application of the Licensed Software.
- 8.3 The total of the LICENSOR's liability under or in connection with this Agreement (whether arising from contract, negligence or any other basis) is limited in respect of each event or series of connected events to the value given in Part IX of the Schedule, provided that no limitation shall apply in respect of liability for death of or injury to persons arising from the LICENSOR's negligence, as provided by the Unfair Contract Terms Act 1977, and, except in relation to sub-Clause 13.2.2, no limitation shall apply in respect of any liability arising under the provisions of Clause 6.2.

9 Term and Termination of the Licence

9.1 Each Licence shall continue until the AUTHORITY terminates it by written notification to the LICENSOR, or it is terminated pursuant to Clauses 3.4 or 6.7.

9.2 The AUTHORITY shall within thirty days of termination of a Licence, through all reasonable endeavours and to the best of its knowledge, return or destroy, at the LICENSOR's option, all originals and destroy all copies of the Licensed Software including partial copies and modifications except that the AUTHORITY may on prior written authorisation from the LICENSOR retain one copy for archival purposes only. The AUTHORITY shall promptly certify in writing once it has so done.

9.3 In the event of the LICENSOR drawing the attention of the AUTHORITY to a breach of any condition of a Licence then:

- a. where the breach is of a nature that cannot be remedied, the AUTHORITY undertakes to settle with the LICENSOR on fair and reasonable terms and to utilise all reasonable endeavours to ensure that a further breach does not occur,
- b. where the breach is capable of being remedied, the AUTHORITY shall promptly remedy the breach and where appropriate put in place measures to ensure that a further breach does not occur. The AUTHORITY shall indemnify the LICENSOR for all loss and damage incurred by it as a result of the breach.

9.4 The termination of any Licence shall be without prejudice to the continuation of the Head Agreement or any other Licence under it.

10 Combination of Software

10.1 The AUTHORITY may combine all or part of the Licensed Software with other materials to form a new work. Any portion of the Licensed Software included in a new work shall be Used only on Designated Equipment and shall be subject to the conditions of the Licence. The LICENSOR shall be absolved from any obligation or liability under the Licence to the extent that this arises as a result of the creation or use of any new work not approved in writing by the LICENSOR.

11 Output

11.1 The AUTHORITY may freely copy and utilise any output resulting from Use in accordance with LICENSOR - supplied documentation of the Licensed Software.

12 Disputes

12.1 Other than for any claim arising from non payment of a valid invoice should any question, dispute or difference whatsoever arise between the AUTHORITY and LICENSOR in relation to or in connection with this Agreement or the Schedule of any Licence granted under it, the AUTHORITY or the LICENSOR may give notice to the other in writing of the existence of that question, dispute or difference and both Parties will attempt to reach a solution. If no mutually acceptable solution is found the AUTHORITY or the LICENSOR may give notice to the other in writing (the ADR notice) that the matter is to be referred to Alternative Dispute Resolution (ADR).

12.2 Upon receipt of the ADR notice and subject to sub-Clause 12.3, the Parties shall define the type of ADR to be adopted and the rules for its implementation. Failing agreement to adopt, or to achieve, resolution by one such type, the Parties may decide to adopt a second type of ADR. The Parties agree that after a period of two (2)

months from the date of receipt of the ADR notice, or such other date as may be agreed by the Parties, and provided that the dispute remains unresolved, it shall finally be settled by arbitration by a sole arbitrator at the request in writing by either party to the other. Failing agreement on the appointment of the arbitrator within 14 days of receipt of such request, the arbitrator shall be appointed by the President for the time being of the Law Society, in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment of it. The costs of any ADR shall be shared equally by the AUTHORITY and the LICENSOR, however, the costs of arbitration shall be settled by the arbitrator.

- 12.3 Where a Party rejects the referral of the matter to ADR they shall promptly notify the other Party in writing of that rejection and the reasons for it.

13 Transfer

- 13.1 The LICENSOR shall not assign their interest in any Licence or the intellectual property licensed thereunder without providing for the continuance of the AUTHORITY'S rights under the Licence and without notifying the AUTHORITY in writing of the identity of the assignee.
- 13.2 Unless prevented by law or national regulation the AUTHORITY shall have the right to novate any Licence to a separate legal entity, without charge to itself or the legal entity, upon two months written notice to the LICENSOR, as provided below:
- 13.2.1 following a transfer from the AUTHORITY to the legal entity of any function of the AUTHORITY for which the Licensed Software has been obtained; or
- 13.2.2 on disposal to the legal entity of surplus Designated Equipment where the Licensed Software is essential to the running of that equipment, whether or not it is embedded in the equipment, provided that all warranties (whether express or implied) and all indemnities shall be void, the Licensed Software shall be supplied "as is", and the liability referred to in Clause 8.3 shall be ten pounds sterling only.

PROVIDED THAT the Licensed Software novated in accordance with this sub-Clause may only be used for the same purposes for which the Authority was licensed in accordance with Clause 2 and wider use shall require the written approval of, and the grant of a further licence by, the LICENSOR.

14 Discontinuance of Business

- 14.1 The AUTHORITY shall have the right to secure from the LICENSOR, or from the authorised trustees or receivers acting on behalf of the LICENSOR, in the event of the LICENSOR permanently ceasing to maintain the Licensed Software or the LICENSOR permanently discontinuing in business because of bankruptcy, receivership, dissolution, or other form of permanent business disruption and that business is not continued by a successor in interest to the LICENSOR to whom the benefits and obligations of this Agreement and any licence granted under it have been assigned, Licensed Software documentation including program source code in the possession and control of the LICENSOR, but no more than the LICENSOR uses themselves, as the AUTHORITY shall consider necessary for it to maintain and continue its normal Use of the Licensed Software for the duration of the Licence but for no other purpose.

- 14.2 If so required by a Special Condition, the LICENSOR shall compile and maintain, at a price or in accordance with a price formula identified in the Special Condition, an up to date copy of the Licensed Software documentation to which the AUTHORITY is entitled under Clause 14.1 which copy shall be held by the LICENSOR as a bailee without lien for the AUTHORITY and be made available to the AUTHORITY without additional charge. In the absence of such a Special Condition, the copy shall be prepared on the AUTHORITY's demand and it shall be made available to the AUTHORITY at a fair and reasonable price based on the cost of compilation, reproduction and dispatch.
- 14.3 The AUTHORITY shall have the right to utilise the Licensed Software documentation to which it is entitled under Clause 14.1 for the purpose of maintaining its Use of the Licensed Software for the duration of the Licence but for no other purpose. The AUTHORITY shall hold in confidence all information in the documentation.

15 General

- 15.1 If any provision of this Agreement is held to be invalid, illegal or unenforceable to any extent then:
- a. that provision shall (to the extent it is invalid, illegal or unenforceable) be given no effect and shall be understood not to be included in the Agreement but without invalidating any of the remaining provisions of the Agreement; and
 - b. the Parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid, legal and enforceable provision the effect of which is as close as possible to the effect of the invalid, illegal or unenforceable provision.
- 15.2 No act or omission of either Party shall by itself amount to a waiver of any right or remedy unless expressly stated by that Party in writing. In particular, no reasonable delay in exercising any right or remedy, shall by itself constitute a waiver of that right or remedy.
- 15.3 No waiver of any right or remedy shall operate as a waiver in respect of any other right or remedy.
- 15.4 Neither the LICENSOR nor the AUTHORITY shall be liable for failure to perform any of their obligations under the Licence if that failure results from circumstances beyond their reasonable control.
- 15.5 Headings have been included for convenience only and shall not be used in construing any condition of the Licence.
- 15.6 The Licence shall be subject to and construed and interpreted in accordance with the Laws of England and shall be subject to the non-exclusive jurisdiction of the Courts of England for the enforcement of any arbitral decision.
- 15.7 The Licence shall constitute the entire agreement between the Parties relating to the Licensed Software and supersedes any previous agreement.
- 15.8 No right is granted to any person who is not a Party to the Licence to enforce any term of the Licence in their own right and the Parties declare that they have no intention to grant any such right.

SCHEDULE TO THE HEAD AGREEMENT BETWEEN THE AUTHORITY AND

..... [Insert name of Company] DATED: [Insert date of Head Agreement] Version Number: [insert, if any]

CONTRACT REFERENCE NUMBER:

By their respective signatures of this Schedule the Secretary of State For Defence (the "AUTHORITY") undertakes to purchase and[insert name of the LICENSOR which must be either the name of the COMPANY as recorded on the Head Agreement or the name of a legally entitled wholly owned subsidiary] (the "LICENSOR") undertakes to supply the Licensed Software for Use on the Designated Equipment at the Designated Site (all as identified below) under the Standard Conditions set down in the Annex to the Head Agreement and any Special Conditions set down in Part VIII below which may vary or add to those Standard Conditions.

PART I - LICENSED SOFTWARE PROGRAMS

Insert details of each program sufficient for unambiguous identification of nature and release standard.

Indicate for each program whether these are supplied by the LICENSOR as owner or a licensee of the owner.

PART II - DESIGNATED EQUIPMENT

Insert identification details of the specific equipment on which the Licensed Software is licensed for use (which can be specified as an individual installation, or if the LICENSOR allows any installation of a particular type of processing characteristic) or else insert "not restricted" as a safe default.

PART III - DESIGNATED SITE

Insert identification details of the specific site or sites on which the Licensed Software is licensed for use, or else insert "not restricted" as a safe default.

PART IV – ACCEPTANCE PERIOD & TEST

Insert the acceptance period defined by duration and commencement event or defined by a specific end date.

Insert acceptance test documentation reference, if applicable.

PART V - LICENCE FEES

Insert the full details of the payments to be made by the AUTHORITY as licence fees and identify separately any payments to be made for software installation or support.

PART VI - INVOICE ARRANGEMENTS

Insert the AUTHORITY's address for submission of the Invoice and any special requirements for Invoicing

PART VII - WARRANTY PERIOD

Insert the warranty period defined by duration and commencement event or defined by a specific end date.

PART VIII - SPECIAL CONDITIONS

Insert here any special conditions. These can add to or vary the Standard Conditions contained in the Annex to the Head Agreement. If the Licensed Software comprises a library of routines, or a compiler or other software generating tool, incorporate and complete the appropriate provisions from below:

Provisions for library compiler or software generator.

PART IX – LIMITS OF LICENSOR's LIABILITY

Insert the LICENSOR's limit of liability consequent on matters arising in connection with the Licence (whether arising from contract, negligence or any other basis), other than through death, injury or infringement of third party intellectual property rights.

In the event that no separate limit of liability is inserted in connection with the Licence the LICENSOR's liability under this PART IX shall not exceed five million pounds sterling.

FOR LICENSOR

Signed

Name

[Print Name]

FOR AUTHORITY

Signed

Name

[Print Name]

Appointment

Appointment

Date

Date

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

1 Definitions

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

Term	Definition
BCDR Plan	has the meaning given to it in Paragraph 2.2 of this Schedule;
Business Continuity Plan	has the meaning given to it in Paragraph 2.3.2 of this Schedule;
Disaster	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
Disaster Recovery Deliverables	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
Disaster Recovery Plan	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
Disaster Recovery System	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
Related Supplier	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
Review Report	has the meaning given to it in Paragraph 6.3 of this Schedule; and
Supplier's Proposals	has the meaning given to it in Paragraph 6.3 of this Schedule.

2 BCDR Plan

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

2.2 Within three (3) months after the Start Date the Supplier shall work alongside the Buyer to prepare and deliver a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Supplier shall follow to:

2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and

2.2.2 the recovery of the Deliverables in the event of a Disaster.

2.3 The BCDR Plan shall be divided into three sections:

2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;

2.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and

2.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").

3 General Principles of the BCDR Plan (Section 1)

3.1 Section 1 of the BCDR Plan shall:

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

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

4 Business Continuity (Section 2)

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

5 Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 5.2.1 loss of access to the Buyer Premises;
 - 5.2.2 loss of utilities to the Buyer Premises;
 - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 5.2.4 loss of a Subcontractor;
 - 5.2.5 emergency notification and escalation process;
 - 5.2.6 contact lists;

- 5.2.7 staff training and awareness;
- 5.2.8 BCDR Plan testing;
- 5.2.9 post implementation review process;
- 5.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
- 5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- 5.2.13 testing and management arrangements.

6 Review and changing the BCDR Plan

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

- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7 Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:
- 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the Deliverables;
 - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
- 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8 Invoking the BCDR Plan

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

9 Circumstances beyond your control

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

Call-Off Schedule 9 (Security)

Part A: Short Form Security Requirements

1 Definitions

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

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

2 Complying with security requirements and updates to them

- 2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), Framework Authority shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition Procedure it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 2.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.

- 2.5 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3 Security Standards

- 3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
- 3.2.1 is in accordance with the Law and this Contract;
 - 3.2.2 as a minimum demonstrates Good Industry Practice;
 - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - 3.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Authorised Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Authorised Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4 Security Management Plan

4.1 Introduction

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

4.2 Content of the Security Management Plan

- 4.2.1 The Security Management Plan shall:
- (a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
 - (b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
 - (c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
 - (d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises,

the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

- (e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Deliverables and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- (f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- (g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

- 4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However, a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:

- (a) emerging changes in Good Industry Practice;
 - (b) any change or proposed change to the Deliverables and/or associated processes;
 - (c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
 - (d) any new perceived or changed security threats; and
 - (e) any reasonable change in requirements requested by the Buyer.
- 4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- (a) suggested improvements to the effectiveness of the Security Management Plan;
 - (b) updates to the risk assessments; and
 - (c) suggested improvements in measuring the effectiveness of controls.
- 4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
- 4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5 Security breach

- 5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
- 5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
 - (a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - (b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Deliverables to the extent within its control against any such Breach of Security or attempted Breach of Security;
 - (c) prevent an equivalent breach in the future exploiting the same cause of failure; and
 - (d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

- 5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

6 Data security

- 6.1 The Supplier will ensure that any system on which the Supplier holds any Government Data will be accredited as specific to the Buyer and will comply with:
- the government security policy framework and information assurance policy;
 - guidance issued by the Centre for Protection of National Infrastructure on Risk Management and Accreditation of Information Systems; and
 - the relevant government information assurance standard(s).
- 6.2 Where the duration of a Call-Off Contract exceeds one (1) year, the Supplier will review the accreditation status at least once each year to assess whether material changes have occurred which could alter the original accreditation decision in relation to Government Data. If any changes have occurred then the Supplier agrees to promptly re-submit such system for re-accreditation.

Call-Off Schedule 10 (Exit Management)

1 Definitions

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

Term	Definition
Exclusive Assets	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
Exit Information	has the meaning given to it in Paragraph 3.1 of this Schedule;
Exit Manager	the person appointed by each Party to manage their respective obligations under this Schedule;
Exit Plan	the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;
Net Book Value	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
Non- Exclusive Assets	those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;
Registers	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
Replacement Goods	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
Replacement Services	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those services are provided by the Buyer internally and/or by any third party;
Software	has the meaning given to it in paragraph 1.1 of Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables);
Termination Assistance	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;

Termination Assistance Notice	has the meaning given to it in Paragraph 5.1 of this Schedule;
Termination Assistance Period	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
Transferable Assets	Exclusive Assets which are capable of legal transfer to the Buyer;
Transferable Contracts	Sub-Contracts, licences for Supplier's Software, licences for third party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Deliverables, including in relation to licences all relevant Documentation;
Transferring Assets	has the meaning given to it in Paragraph 8.2.1 of this Schedule; and
Transferring Contracts	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

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

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

2.2 During the Contract Period, the Supplier shall promptly:

2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and

2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables which will be stored in the Deliverables IPR asset management system which includes all Document and Source Code repositories.

("Registers").

2.3 The Supplier shall:

2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and

2.3.2 procure that all licences for third party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

- 2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Call-Off Contract Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of each SOW and this Contract.

3 Assisting re-competition for Deliverables

- 3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence whether this is in relation to one or more SOWs or the Call-Off Contract (the "**Exit Information**").
- 3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4 Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer a Call-Off Contract and SOW Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
- 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable (this may require modification to SOW Exit Plan provisions to be updated and incorporated as part of the SOW);
- 4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
- 4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
- 4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
- 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;

- 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
- 4.3.7 proposals for the identification and return of all Buyer Assets in the possession of and/or control of the Supplier or any third party;
- 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
- 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
- 4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4 The Supplier shall:
 - 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) prior to each SOW and no less than every **six (6) months** throughout the Contract Period; and
 - (b) no later than **twenty (20) Working Days** after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than **ten (10) Working Days** after the date of the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than **twenty (20) Working Days** following, any material change to the Deliverables (including all changes under the Variation Procedure); and
 - 4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5 Termination Assistance

- 5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or, as soon as reasonably practicable, in the case of the Call-Off Contract and each SOW (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
 - 5.1.1 the nature of the Termination Assistance required; and
 - 5.1.2 the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:

- 5.2.1 no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and
- 5.2.2 the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.
- 5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.4 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6 Termination Assistance Period

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

7 Obligations when the contract is terminated

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:

- 7.2.1 vacate any Buyer Premises;
- 7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
- 7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
 - (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
 - (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
- 7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

8 Assets, Sub-contracts and Software

- 8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
 - 8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
 - 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.
 - 8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:
 - 8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
 - 8.2.2 which, if any, of:
 - (a) the Exclusive Assets that are not Transferable Assets; and
 - (b) the Non-Exclusive Assets,
- the Buyer and/or the Replacement Supplier requires the continued use of; and
- 8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),
- in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Deliverables.
- 8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.

- 8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
- 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
- 8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 8.7 The Buyer shall:
- 8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
- 8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

9 No charges

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

10 Dividing the bills

- 10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:
- 10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

- 10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
- 10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Call-Off Schedule 13 (Implementation Plan and Testing)

Part A: Implementation

1 Definitions

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

Term	Definition
Delay	(a) a delay in the Achievement of a Milestone by its Milestone Date; or (b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
Deliverable Item	an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;
Milestone Payment	a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone; and
Implementation Period	has the meaning given to it in Paragraph 6.1 of this Part A.

- 1.2 Paragraphs 2 to 5 of this Part A of Call-Off Schedule 13 shall only apply where an Implementation Plan is attached to, or specified to be required in, the Order Form.

- 1.3 Paragraph 6 of this Part A of Call-Off Schedule 13 shall only apply where an Implementation Period is specified to be required in the Order Form.

2 Agreeing and following the Implementation Plan

- 2.1 Where the Parties have agreed in the Order Form that an Implementation Plan is required in relation to the Deliverables, an Implementation Plan shall be attached to the Order Form or, where specified in the Order Form, a draft Implementation Plan shall be provided to the Buyer by the Supplier within 90 days of the Call-Off Contract Start Date or on such other date as is set out in the Order Form.

- 2.2 The Implementation Plan:

- 2.2.1 shall incorporate the elements set out in Annex 1 to this Part A of Call-Off Schedule 13;
- 2.2.2 must contain information at the level of detail necessary to manage the implementation stage effectively for the whole Call-Off Contract and each Statement of Work issued under it for the supply of Deliverables and as the Buyer may otherwise require;
- 2.2.3 must take into account any requirements for the Supplier to obtain security clearances or the time to comply with any other security related obligations; and
- 2.2.4 shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.

- 2.3 Following receipt of a draft Implementation Plan from the Supplier after the Call-Off Contract Start Date (where no Implementation Plan was attached to the Order Form), the Parties shall use reasonable endeavours to agree the contents of such Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is achieved on or before its Milestone Date.
- 2.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.
- 2.6 The Supplier shall, in relation to each SOW, incorporate within it all Implementation Plan and Testing requirements for the satisfactory completion of each Deliverable Item to be provided under that SOW.

3 Reviewing and changing the Implementation Plan

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

4 What to do if there is a Delay

- 4.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
 - 4.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
 - 4.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
 - 4.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
 - 4.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

5 Compensation for a Delay

- 5.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:

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

6 Implementation Period

- 6.1 This paragraph 6 of this Part A applies solely where an Implementation Period is specified to be required in the relevant Order Form or SOW.
- 6.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing Deliverables until the Call-Off Start Date or as otherwise formally agreed with the Buyer in each SOW. The Supplier's full obligations shall formally be assumed on the Call-Off Start Date as set out in the Order Form.
- 6.3 In accordance with the Implementation Plan, the Supplier shall:
 - 6.3.1 work cooperatively and in partnership with the Buyer, the incumbent supplier, and other Framework Supplier(s), where applicable, to understand the scope of Deliverables to ensure a mutually beneficial handover of the Deliverables;
 - 6.3.2 work with the incumbent supplier and the Buyer to assess the scope of the Deliverables and prepare a plan which demonstrates how they will mobilise the Deliverables;
 - 6.3.3 liaise with the incumbent supplier to enable the full completion of the Implementation Period activities; and
 - 6.3.4 produce an Implementation Plan, to be agreed by the Buyer, for carrying out the relevant requirements within the Implementation Period including, key Milestones and dependencies.
- 6.4 The Implementation Plan will include detail stating:
 - 6.4.1 how the Supplier will work with the incumbent supplier and the Buyer Authorised Representative to capture and transfer any relevant information such as asset data; and
 - 6.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Deliverables.

6.5 In addition, the Supplier shall:

- 6.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
- 6.5.2 mobilise all the Deliverables specified in the Specification within the Call-Off Contract and each SOW;
- 6.5.3 manage and report progress against the Implementation Plan both at a Call-Off Contract level (which shall include an update on costings) and SOW level;
- 6.5.4 construct and maintain an implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
- 6.5.5 attend progress meetings (the frequency of such meetings shall be as set out in the Order Form and each SOW) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
- 6.5.6 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between the incumbent supplier and the Supplier.

Annex 1: Implementation Plan

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

- Milestone: []
- Deliverable Items: []
- Duration: []
- Milestone Date: []
- Buyer's responsibilities in respect of delivery of the Milestones: []
- Milestone Payments: []
- Delay Payments: []

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

For the purposes of Paragraph 5.1.2 of this Part A the Delay Period Limit shall be 30 days.

Part B: Testing

1 Definitions

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

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

Test Strategy	a strategy for the conduct of Testing as described further in Paragraph 3.2 of Part B of this Schedule;
Test Success Criteria	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of Part B of this Schedule;
Test Witness	any person appointed by the Buyer pursuant to Paragraph 9 of Part B of this Schedule; and
Testing Procedures	the applicable testing procedures and Test Success Criteria set out in this Schedule.

2 How testing should work

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

3 Planning for testing

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

3.2.9 the procedure for managing the configuration of the Test environments.

4 Preparing for Testing

4.1 The Supplier shall develop Test Plans and submit these for Approval as soon as practicable but in any case no later than twenty (20) Working Days prior to the start date for the relevant Testing as specified in the Implementation Plan.

4.2 Each Test Plan shall include as a minimum:

4.2.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and

4.2.2 a detailed procedure for the Tests to be carried out.

4.3 The Test Plan shall be consistent with any Test Success Criteria set out in the Order Form, unless otherwise agreed by the Parties.

4.4 The Buyer shall not unreasonably withhold or delay its approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of the Buyer in the Test Plan.

5 Passing Testing

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

6 How Deliverables will be tested

6.1 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).

6.2 Each Test Specification shall include as a minimum:

6.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;

6.2.2 a plan to make the resources available for Testing;

6.2.3 Test scripts;

6.2.4 Test pre-requisites and the mechanism for measuring them; and

6.2.5 expected Test results, including:

(a) a mechanism to be used to capture and record Test results; and

(b) a method to process the Test results to establish their content.

7 Performing the tests

7.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.

7.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3 of this Part B.

- 7.3 The Supplier shall notify the Buyer at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.
- 7.4 The Buyer may raise and close Test Issues during the Test witnessing process.
- 7.5 The Supplier shall provide to the Buyer in relation to each Test:
 - 7.5.1 a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and
 - 7.5.2 the final Test Report within 5 Working Days of completion of Testing.
- 7.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
 - 7.6.1 an overview of the Testing conducted;
 - 7.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;
 - 7.6.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
 - 7.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1 of this Part B; and
 - 7.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 7.7 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
- 7.8 Each Party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 7.9 If the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

8 Discovering Problems

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

classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure.

9 Test witnessing

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

10 Auditing the quality of the test

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

11 Outcome of the testing

- 11.1 The Buyer will issue a Satisfaction Certificate to the Supplier when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 11.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:
 - 11.2.1 the Buyer may issue a Satisfaction Certificate to the Supplier conditional upon the remediation of the Test Issues;
 - 11.2.2 the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
 - 11.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.3 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
- 11.4 The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
 - 11.4.1 the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
 - 11.4.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.
- 11.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).
- 11.6 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.
- 11.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.
- 11.8 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
 - 11.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within 10 Working Days of receipt of the Buyer's report pursuant to Paragraph 10.5 of this Part B); and

11.9.2 where the Buyer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

12 Risk

12.1 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:

12.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Deliverable or Milestone; or

12.1.2 affect the Buyer's right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

Annex 1: Test Issues, Severity Levels

1 Severity 1 Error

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

2 Severity 2 Error

2.1 This is an error for which, as reasonably determined by the Buyer, there is no practicable workaround available, and which:

2.1.1 causes a Component to become unusable;

2.1.2 causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or

2.1.3 has an adverse impact on any other Component(s) or any other area of the Deliverables;

3 Severity 3 Error

3.1 This is an error which:

3.1.1 causes a Component to become unusable;

3.1.2 causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or

3.1.3 has an impact on any other Component(s) or any other area of the Deliverables;

but for which, as reasonably determined by the Buyer, there is a practicable workaround available;

4 Severity 4 Error

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

5 Severity 5 Error

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

Annex 2: Satisfaction Certificate

To: [insert name of Supplier]

From: [insert name of Buyer]

[insert Date dd/mm/yyyy]

Dear Sirs,

Satisfaction Certificate

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

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

The definitions for any capitalised terms in this certificate are as set out in the Call-Off Contract.

[We confirm that all the Deliverables relating to **[insert relevant description of Deliverables/agreed Milestones and/or reference number(s) from the Implementation Plan]** have been tested successfully in accordance with the Test Plan [or that a conditional Satisfaction Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria].

[OR]

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

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

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of the Secretary of State for Defence

Call-Off Schedule 14 (Service Levels)

1 Definitions

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

Term	Definition
Critical Service Level Failure	has the meaning given to it in the Order Form;
KPI Failure	means a failure to meet a KPI;
Service Level Failure	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
Service Level Performance Measure	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
Service Level Threshold	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

2 How the Service Levels work

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A (Service Levels and KPIs) of this Schedule.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.4 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
- 2.4.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date; and
- 2.4.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards.

3 Critical Service Level Failure

On the occurrence of a Critical Service Level Failure the Buyer shall be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"), provided that the operation of this Paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

4 How the KPIs work

- 4.1 The Supplier shall at all times provide the Deliverables to meet or exceed the KPIs.

- 4.2 The Supplier acknowledges that failures to meet the KPIs shall entitle the Buyer to the rights set out in Part A (Service Levels and KPIs) of this Schedule.

Part A: Service Levels and KPIs

1 Service Levels

If the level of performance of the Supplier:

- 1.1 is likely to or fails to meet any Service Level Performance Measure or KPI; or
- 1.2 is likely to cause or causes a Critical Service Failure to occur,

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

- 1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent the failure to meet a KPI, a Service Level Failure or Critical Service Level Failure from taking place or recurring;
- 1.2.2 instruct the Supplier to comply with the Rectification Plan Process if there is a Critical Service Level Failure or the circumstances set out in paragraph 2.1 of this Schedule or paragraph 5.4 of Framework Schedule 4 (Framework management) apply; and/or
- 1.2.3 if a Critical Service Level Failure has occurred, exercise its right to compensation for Critical Service Level Failure (including the right to terminate for material Default).

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

- 2.1 The Buyer may ask for a Rectification Plan if any of Service Level Failures have occurred.
- 2.2 This Rectification Plan must clearly detail the improvements and associated timeframes within which the Supplier shall meet and achieve the Service Levels. The Rectification Plan must be provided in accordance with Clause 10.3 of the Core Terms and any failure to correct a Service Level Failure in line with an accepted Rectification Plan, or failure to provide a Rectification Plan within 10 days of the request may result in the Buyer exercising its right to terminate the Contract in accordance with Clause 10.4 of the Core Terms.

3 Buyer redress for failure to provide Services at or above KPIs

- 3.1 The Buyer may exercise the remedies set out in paragraph 5.4 of Framework Schedule 4 (Framework management) in the event of a KPI Failure.

Annex A to Part A: Services Levels Table

1. This section identifies the Performance Indicators that will be used as a management tool to understand overall performance and enable its effective management. It is the Authority's intent that these Performance indicators will influence management activity and behaviours within both the Supplier and Authority teams to enable successful outcomes for the overall capability. Within an agile delivery environment, the high degree of inter-dependence and collaboration between Supplier and customer means that performance management is often a joint activity. **The Authority's prime interest is in achieving high performance as a collective with the Supplier.**
2. Throughout the life of the contract, the Authority and the Supplier will collaborate to evaluate the effectiveness of the KPIs and agree continuous improvements or additions to the KPIs below.

		Score of 1	Score of 2	Score of 3	Score of 4	Score of 5
		Significant improvement required		Adequate but potential for further improvement	Consolidate high performance level	
Serial	CRITERIA	Implication;		Implication;	Implication;	
		Rectification Plan agreed with the Authority, Risk of Contract Termination		Improvement Plan agreed with Authority	Consolidation Plan agreed with Authority	
KPI 1	<u>Responsiveness to Tasking</u>	Specific requests are rarely responded to within agreed timescales. Chasing up is the norm to extract a response. The working experience is	Requests are accepted, but sometimes reluctantly or with difficulty. The response is only sometimes timely. Chasing up is required too often.	Supplier responds within agreed timescales. The response may require one iteration to capture the full requirement of the requester. An adequate level of	Supplier anticipates and reacts to changing requirements and expectations. Requests are generally accepted willingly and clarified. There is buy-in to providing effective, timely	Supplier response is fully considered and is always delivered in a timely manner. Always anticipates and reacts positively to changing requirements and expectations, suggesting solutions or

		often a difficult one.		buy-in usually occurs.	and appropriate responses.	improvements as a matter of course.
	(In response to a specific request consider whether the contractor responds in a timely fashion)	>20 working day turnaround from Output Tasking Form submission to service point estimate return to Authority.	15-20 working day turnaround from Output Tasking Form submission to service point estimate return to Authority.	10-14 working day turnaround from Output Tasking Form submission to service point estimate return to Authority.	5-9 working day turnaround from Output Tasking Form submission to service point estimate return to Authority.	<5 working day turnaround from Output Tasking Form submission to service point estimate return to Authority.
KPI 2	<u>Quality of Outputs</u>	Outputs fall short of requirements and fail to meet the user needs in terms of quality. Excessive effort is required to extract suitable outputs from the Contractor.	Some outputs fail to meet requirements and user needs. Undue effort required to extract suitable outputs from the contractor.	The outputs adequately meet requirements and/or user needs. Limited effort is required to extract suitable outputs.	Outputs sometimes exceed expectations/requirements for quality. Minimal effort is required to extract suitable outputs, and there is usually a willingness to resolve issues if they arise.	Outputs always exceed expectations for quality, with the Supplier's team applying the right level of rigor and detail, and with excellent use of technical knowledge. Virtually no effort is required to extract outputs.
	<u>(Consider quality of outputs – to include technical support, written</u>	<50% of Outputs fail to achieve acceptable quality despite multiple re-works.	51-74% of Outputs acceptable only after multiple re-works.	75-84% of Outputs acceptable with after 2 x re-works.	85-97% of Outputs acceptable with 1 re-work.	98-100% of Outputs acceptable without re-work.

	<u>and oral, of all types, e.g. within reports, at meetings, providing advice, and application of technical knowledge)</u>					
KPI 3	<u>Continuity of service</u>	To ensure team stability, Supplier shall turnover less than 80% of any Supplier KSE over a rolling 6-month period unless replaced or removed at request of the Authority.	To ensure team stability, Supplier shall turnover <85% of any Supplier KSE over a rolling 6-month period unless replaced or removed at request of the Authority.	To ensure team stability, Supplier shall turnover <90% of any Supplier KSE over a rolling 6-month period unless replaced or removed at request of the Authority.	To ensure team stability, Supplier shall turnover <93% of any Supplier KSE over a rolling 6-month period unless replaced or removed at request of the Authority.	To ensure team stability, Supplier shall turnover <96% of any Supplier KSE over a rolling 6-month period unless replaced or removed at request of the Authority.
KPI 4	<u>Mobilisation of Supplier team</u> <u>(Where 'team' can be one or more persons, depending on the Supplier direction of their workers)</u>	50% of teams are not mobilised in 13 working days;	50% of teams to be mobilised in within 11 working days;	50% of teams to be mobilised in within 9 working days;	50% of teams to be mobilised in within 7 working days;	50% of teams to be mobilised in within 5 working days;
		80% of teams are not mobilised in 15 working days;	80% of teams to be mobilised within than 13 working days;	80% of teams to be mobilised within than 11 working days;	80% of teams to be mobilised within than 9 working days;	80% of teams to be mobilised within 7 working days;
		95% of teams are not mobilised in 17 working days;	95% of teams to be mobilised in within 15 working days;	95% of teams to be mobilised in within 13 working days;	95% of teams to be mobilised in within 11 working days;	95% of teams to be mobilised in within 9 working days;

KPI 5	<u>Performance Management</u>	The technical service is poorly managed by the Contractor.	The technical service is managed by the Contractor, there is little evidence of professional project management,	The technical service is managed by the Contractor, with some evidence of professional project management, and that the contractor has some relationships with project stakeholders.	The technical service is well managed by the Contractor, there is some evidence of professional project management, and that the contractor is building, managed and sustained appropriate relationships with project stakeholders in the delivery of the project scope of work.	The technical service is well managed by the Contractor, there is comprehensive evidence of professional project management, and that the contractor has built, managed and sustained appropriate relationships with project stakeholders in the delivery of the project scope of work.
		>75% Monthly and Quarterly Progress reports are received a minimum of 5 working days prior to formal reviews.	75-84% Monthly and Quarterly Progress reports are received a minimum of 5 working days prior to formal reviews.	85-89% Monthly and Quarterly Progress reports are received a minimum of 5 working days prior to formal reviews.	90-95% Monthly and Quarterly Progress reports are received a minimum of 5 working days prior to formal reviews.	100% Monthly and Quarterly Progress reports are received a minimum of 5 working days prior to formal reviews.
		>75% of Actions are effectively tracked with full progress updates received a minimum of 5 working days	75-84% of Actions are effectively tracked with full progress updates received a minimum of 5 working days prior to formal reviews	85-89% of Actions are effectively tracked with full progress updates received a minimum of 5 working days prior to formal reviews	90-95% of Actions are effectively tracked with full progress updates received a minimum of 5 working days prior to formal reviews	100% of Actions are effectively tracked with full progress updates received a minimum of 5 working days prior to formal reviews

		prior to formal reviews				
		A minimum of 1 Continuous Improvement opportunity is identified	A minimum of 2 Continuous Improvement opportunities are identified (with costed benefit realisations)	A minimum of 3 Continuous Improvement opportunities are identified (with costed benefit realisations)	A minimum of 4 Continuous Improvement opportunities are identified (with costed benefit realisations)	A minimum of 5 Continuous Improvement opportunities are identified (with costed benefit realisations)
		>85%% of KSE employed are fully SQEP	>90%% of KSE employed are fully SQEP	>95% of KSE employed are fully SQEP	100% of KSE employed are fully SQEP	100% of KSE employed are fully SQEP with no detrimental impact upon delivery.
		Proactive LFE is captured with costed recommendations for improvements.	Proactive LFE is captured with fully costed recommendations for improvements.	Proactive LFE is captured with costed recommendations for improvements to be made with impact statements supporting the recommendation.	Proactive LFE is captured with costed recommendations for improvements to be made with comprehensive impact statements supporting the recommendation.	Proactive LFE is captured with fully costed recommendations for improvements to be made with comprehensive impact statements supporting the recommendation.

Part B: Performance Monitoring

1 Performance Monitoring and Performance Review

- 1.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels and KPIs will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to Paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 1.2.1 for each Service Level and KPI, the actual performance achieved over the Service Level for the relevant Service Period;
 - 1.2.2 a summary of all failures to achieve Service Levels and KPIs that occurred during that Service Period;
 - 1.2.3 details of any Critical Service Level Failures;
 - 1.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence; and
 - 1.2.5 such other details as the Buyer may reasonably require from time to time.
- 1.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis, or as otherwise agreed between the Parties. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 1.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location, format and time (within normal business hours) as the Buyer shall reasonably require;
 - 1.3.2 be attended by the Supplier's Authorised Representative and the Buyer's Authorised Representative; and
 - 1.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Authorised Representative and any other recipients agreed at the relevant meeting.
- 1.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Authorised Representative and the Buyer's Authorised Representative at each meeting.
- 1.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier for any specified Service Period.

2 Satisfaction Surveys

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

Call-Off Schedule 17 (MOD Terms)

1 Additional provisions relating to staff located on MOD Sites

- 1.1 The Officer in charge shall provide such available administrative and technical facilities for the Supplier's Staff employed at Buyer Premises for the purpose of the Contract as may be necessary for the effective and economical discharge of work under the Contract. The Supplier shall be responsible for the living accommodation and maintenance of the Supplier Staff while they are employed at Buyer Premises. Sleeping accommodation and messing facilities, if required, may be provided by the Buyer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Buyer regulations. At Buyer Premises overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's Staff 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 Buyer and shall be obtained by the Supplier from the Officer in charge. Such certificate shall be presented to the Buyer with other evidence relating to the costs of this Contract.
- 1.2 Any land or premises (including temporary buildings) made available to the Supplier by the Buyer in connection with this Contract shall be made available to the Supplier free of charge, unless otherwise stated in the Contract, and shall be used by the Supplier solely for the purposes of performing the Contract. The Supplier shall have the use of such land or premises as licensee and shall vacate the same upon completion of the Contract. Any utilities required by the Supplier shall be subject to the charges set out in the Contract.
- 1.3 The Supplier shall have no claim against the Buyer for any additional cost or delay occasioned by the closure for holidays of Buyer Premises, where this is made known to the Supplier prior to entering into the Contract.
- 1.4 The Supplier shall, except as otherwise provided for in the Contract, make good or, at the option of the Buyer, pay compensation for all damage occurring to any Buyer Premises, which includes land or buildings, occasioned by the Supplier, or by any of the Supplier Staff, arising from the Supplier's or the Supplier Staffs' presence on Buyer Premises in connection with the Contract, provided that this Paragraph 1.4 shall not apply to the extent that the Supplier is able to show that any such damage was not caused or contributed to by any circumstances within the Supplier's or the Supplier Staffs' reasonable control.
- 1.5 The total liability of the Supplier under Paragraph 1.4 shall be subject to any limitation specified in the Contract.
- 1.6 All Supplier Assets, Supplier Equipment and other property of the Supplier and its Personnel shall be at the risk of the Supplier whilst it is on any Buyer Premises, and the Buyer shall accept no liability for any loss or damage howsoever occurring thereto or caused thereby, except as follows:
 - 1.6.1 where any such loss or damage was caused or contributed to by any act, neglect or default of any Buyer Personnel then the Buyer shall accept liability therefor to the extent to which such loss or damage is so caused or contributed to as aforesaid; and

- 1.6.2 where any Supplier Assets, Supplier Equipment or other property of the Supplier has been taken on charge by the Officer in charge, and a proper receipt has been given therefor, then the Buyer shall be liable for any loss or damage occurring to that property while held on such charge as aforesaid.
- 1.7 Where the Supplier Staff are required by this Contract to join or visit Buyer Premises 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 Buyer whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall discuss and agree in advance such arrangements with the Buyer's Authorised Representative named in the applicable Order Form. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes the Supplier Staff to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Buyer shall reimburse the Supplier's reasonable costs for such transport of the Supplier Staff on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier Staff locally overseas which is necessary for the purpose of this Contract shall be provided wherever possible by the Buyer, or by the Officer in charge and, where so provided, shall be free of charge.
- 1.8 Out-patient medical treatment given to the Supplier Staff by a Service Medical Officer or other Government Medical Officer at Buyer Premises 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 Buyer Premises and transportation of the Supplier Staff back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Buyer regulations.
- 1.9 Accidents to the Supplier Staff 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.
- 1.10 The Supplier shall report any injury, disease or dangerous occurrence at any Buyer Premises arising out of the performance of this Contract, which is required to be reported under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013/1471 (RIDDOR) to the Officer in charge of the Buyer Premises. This would be in addition to any report, which the Supplier may be required to submit under RIDDOR to the relevant enforcing authority (e.g. Health and Safety Executive).
- 1.11 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 Staff. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Buyer rates.
- 1.12 The Supplier shall, wherever possible, arrange for funds to be provided to the Supplier Staff overseas through normal banking channels. If banking or other suitable facilities are not available, the Buyer 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 Buyer Premises to which the Supplier Staff are attached. All such advances made by the Buyer shall be recovered from the Supplier.
- 1.13 Where the Supplier enters Buyer Premises for the purpose of performing work under the Contract:

- 1.13.1 The Supplier shall notify the Officer in charge or the site project liaison officer or overseeing officer nominated in the Contract of:
- (e) any health and safety hazards associated with the work to be performed by them or any of the Supplier Staff;
 - (f) any foreseeable risks to the health and safety of all persons associated with such hazards; and
 - (g) any precautions to be taken by them as well as any precautions which, in their opinion, ought to be taken by the Buyer, in order to control such risks.
- 1.13.2 The Buyer shall notify the Supplier of:
- (a) any health and safety hazards which may be encountered by the Supplier or any of the Supplier Staff on the Buyer Premises;
 - (b) any foreseeable risks to the health and safety of the Supplier or any of the Supplier Staff, associated with such hazards; and
 - (c) any precautions to be taken by the Buyer as well as any precautions which, in its opinion, ought to be taken by the Supplier, in order to control such risks.
- 1.13.3 The Supplier shall notify the Supplier Staff of and, where appropriate, provide adequate instruction in relation to:
- (a) the hazards, risks and precautions notified by the Supplier to the Buyer under Paragraph 1.13.1;
 - (b) the hazards, risks and precautions notified by the Buyer to the Supplier under Paragraph 1.13.2; and
 - (c) the precautions which, in the Supplier's opinion, ought to be taken by the Supplier Staff in order to control those risks.
- 1.13.4 The Supplier shall provide the Officer in charge or the site project liaison officer or overseeing officer nominated in the Contract with:
- (a) copies of those sections of the Supplier's own and, where appropriate, the Supplier Staff's safety policies which are relevant to the risks notified under Paragraph 1.13.1;
 - (b) copies of any related risk assessments; and
 - (c) copies of any notifications and instructions issued by the Supplier to the Supplier Staff under 1.13.3.
- 1.13.5 The Buyer shall provide the Supplier with:
- (a) copies of those sections of its own safety policies which are relevant to the risks notified under Paragraph 1.13.2;
 - (b) copies of any related risk assessments; and
 - (c) copies of any notifications and instructions issued by the Buyer to its employees similar to those called for from the Supplier under Paragraph 1.13.3.

Call-Off Schedule 26 (Cyber)

1 Definitions

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

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

2 What Certification do you need

- 2.1 Where the Order Form requires that the Supplier provide a Cyber Essentials Certificate prior to commencing the provision of Deliverables the Supplier shall provide a valid Cyber Essentials Certificate to the Buyer. Where the Supplier fails to comply with this Paragraph it shall be prohibited from commencing the provision of Deliverables under the Call-Off Contract until such time as the Supplier has evidenced to the Buyer its compliance with this Paragraph 2.1.
- 2.2 Where the Supplier continues to process data during the Call-Off Contract Period the Supplier shall deliver to the Buyer evidence of renewal of the Cyber Essentials Certificate on each anniversary of the first applicable certificate obtained by the Supplier under Paragraph 2.1.
- 2.3 In the event that the Supplier fails to comply with Paragraph 2.1 or 2.2, the Buyer reserves the right to terminate the Call-Off Contract for material Default.

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

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

3 Cyber

3.1 The Supplier shall comply with the requirements of Annex 1 (DEFCON 658).

Annex 1: DEFCON 658

3 Definitions

1.4 In this Annex 1 to Call-Off Schedule 26 (Cyber), the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

Term	Definition
“Cyber Risk Profile”	means the level of cyber risk relating to this Contract assessed by the Buyer or in relation to any Sub-contract assessed by the Supplier, in each case in accordance with the Cyber Security Model;
“Cyber Implementation Plan”	means the plan referred to in Paragraph 3 of this Annex 1;
“Cyber Security Incident”	means an event, act or omission which gives rise or may give rise to: (a) unauthorised access to an information system or electronic communications network on which MOD Identifiable Information resides; (b) disruption or change of the operation (including but not limited to takeover of control) of an information system or electronic communications network on which MOD Identifiable Information resides; (c) unauthorised destruction, damage, deletion or the change of MOD Identifiable Information residing in an information system or electronic communications network; (d) unauthorised or unintentional removal or limiting the possibility to use MOD Identifiable Information residing in an information system or electronic communications network; or (e) the appropriation, publication, dissemination or any other use of non-public MOD Identifiable Information by persons unauthorised to do so;
“Cyber Security Instructions”	means DEFSTAN 05-138, together with any relevant ISN and specific security instructions relating to this Contract issued by the Buyer to the Supplier;
“Cyber Security Model” and “CSM”	mean the process by which the Buyer ensures that MOD Identifiable Information is adequately protected from Cyber Security Incident and includes the CSM Risk Assessment Process, DEFSTAN 05-138 and the CSM Supplier Assurance Questionnaire conducted via the Supplier

	Cyber Protection Service;
“CSM Risk Assessment Process”	means the risk assessment process which forms part of the Cyber Security Model and is used to measure the Cyber Risk Profile for this Contract and any Sub-contract;
“CSM Supplier Assurance Questionnaire”	means the supplier assessment questionnaire which forms part of the Cyber Security Model and is to be used by the Supplier to demonstrate compliance with this Annex 1;
“Data”	means any data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media;
“DEFSTAN 05-138”	means the Defence Standard 05-138 as amended or replaced from time to time;
“Electronic Information”	means all information generated, processed, transferred or otherwise dealt with under or in connection with the Contract, including but not limited to Data, recorded or preserved in electronic form and held on any information system or electronic communications network;
“ISN”	means Industry Security Notices issued by the Buyer to the Supplier whether directly or by issue on the gov.uk website at: https://www.gov.uk/government/publications/industry-security-notices- isns;
“JSyCC WARP”	means the Joint Security Co-ordination Centre MOD Defence Industry Warning, Advice and Reporting Point or any successor body notified by way of ISN;
“MOD Identifiable Information”	means all Electronic Information which is attributed to or could identify an existing or proposed Buyer capability, defence activities or personnel and which the Buyer requires to be protected against loss, misuse, corruption, alteration and unauthorised disclosure;
“NSA/DSA”	means, as appropriate, the National or Designated Security Authority of the Supplier that is responsible for the oversight of the security requirements to be applied by the Supplier and for ensuring compliance with applicable national security regulations;
“Relevant Sites”	means any premises from which Deliverables are provided in connection with this Contract or from which the Supplier or any Relevant Sub-contractor manages, organises or otherwise directs the provision or the use of the Deliverables and/or any sites from which the Supplier or any Relevant Sub-contractor generates, processes, stores

	or transmits MOD Identifiable Information in relation to this Contract; and
“Relevant Sub-contractor”	means a Sub-contractor or any Affiliate of the Supplier who provides Deliverables in connection with this Contract but only to the extent that the Sub-contractor processes, stores or transmits MOD Identifiable Information under their Sub-contract and “Relevant Sub-contracts” shall be construed accordingly;
“Supplier Cyber Protection Service”	means the tool incorporating the CSM Risk Assessment Process and CSM Supplier Assurance Questionnaire.

4 Buyer Obligations

4.1 The Buyer shall:

- 4.1.1 determine the Cyber Risk Profile appropriate to this Contract and notify the Supplier of the same at the earliest possible date; and
- 4.1.2 notify the Supplier as soon as reasonably practicable where the Buyer reassesses the Cyber Risk Profile relating to this Contract, which shall be in accordance with Paragraph 7 of this Annex 1.

5 Supplier Obligations

5.1 The Supplier shall, and shall procure that their Relevant Sub-contractors shall:

- 5.1.1 comply with DEFSTAN 05-138 or, where applicable, the Cyber Implementation Plan attached to this Contract and for the avoidance of doubt any Cyber Implementation Plan shall be prepared and implemented in accordance with Good Industry Practice taking account of any risk-balance case and any mitigation measures required by the Buyer and shall ensure that any measures taken to protect MOD Identifiable Information are no less stringent than those taken to protect their own proprietary information;
- 5.1.2 complete the CSM Risk Assessment Process in accordance with the Buyer’s instructions, ensuring that any change in the Cyber Risk Profile is notified to any affected Relevant Sub-contractor, and complete a further CSM Risk Assessment or CSM Supplier Assurance Questionnaire where a change is proposed to the Supplier’s supply chain or on receipt of any reasonable request by the Buyer;
- 5.1.3 re-perform the CSM Supplier Assurance Questionnaire no less than once in each year of this Contract commencing on the first anniversary of completion of the CSM Supplier Assurance Questionnaire to demonstrate continued compliance with the Cyber Security Instructions;
- 5.1.4 having regard to the state of technological development, implement and maintain all appropriate technical and organisational security measures to discharge their obligations under this Annex 1 in accordance with Good Industry Practice provided always that where there is a conflict between the Supplier’s obligations under Paragraph 3.1.1 above and this Paragraph 3.1.4 the Supplier shall notify the Buyer

in accordance with the notification provisions in DEFSTAN 05-138 as soon as they become aware of the conflict and the Buyer shall determine which standard or measure shall take precedence;

5.1.5 comply with all Cyber Security Instructions notified to it by the Buyer as soon as reasonably practicable;

5.1.6 notify the JSyCC WARP in accordance with ISN 2017/03 as amended or updated from time to time and the Supplier's NSA/DSA, and in the case of a Relevant Sub-contractor also notify the Supplier, immediately in writing as soon as they know or believe that a Cyber Security Incident has or may have taken place providing initial details of the circumstances of the incident and any mitigation measures already taken or intended to be taken, and providing further information in phases, as full details become available;

5.1.7 in coordination with their NSA/DSA, investigate any Cyber Security Incidents fully and promptly and co-operate with the Buyer and its agents and representatives to take all steps to mitigate the impact of the Cyber Security Incident and minimise the likelihood of any further similar Cyber Security Incidents. For the avoidance of doubt, this shall include complying with any reasonable technical or organisational security measures deemed appropriate by the Buyer and the Supplier's NSA/DSA in the circumstances and taking into account the Cyber Risk Profile; and

5.1.8 consent to the Buyer recording and using information obtained via the Supplier Cyber Protection Service in relation to the Contract for the purposes of the Cyber Security Model which shall include any agreed Cyber Implementation Plan. For the avoidance of doubt such information shall include the cyber security accreditation of the Supplier and/or Relevant Sub-contractor as appropriate; and

5.1.9 include provisions equivalent to those set out in the Appendix to this Annex 1 (the "equivalent provisions") in all Relevant Sub-contracts.

6 Management of Relevant Sub-Contractors

6.1 Provided that it is reasonable in all the circumstances to do so, the Buyer agrees that the Supplier shall be entitled to rely on the self-certification by the Relevant Sub-contractor of their compliance with this Annex 1 in accordance with Paragraph 3.1.1 above.

6.2 Where a Relevant Sub-contractor notifies the Supplier that it cannot comply with the requirements of DEFSTAN 05-138, the Supplier shall require a Relevant Sub-contractor to prepare and implement a Cyber Implementation Plan in accordance with Good Industry Practice taking account of any risk-balance case and any mitigation measures required by the Supplier and shall ensure that any measures taken to protect MOD Identifiable Information are no less stringent than those taken to protect the proprietary information of the Relevant Sub-contractor. Where the Supplier has reasonably relied on the Relevant Sub-contractor's self-certification and the Relevant Sub-contractor is subsequently found to be in breach of their obligations, the Supplier shall not be in breach of this Annex 1.

6.3 The Supplier shall, and shall require their Relevant Sub-contractors to, include provisions equivalent to those set out in the Appendix to this Annex 1 in all Relevant Sub-contracts and shall notify the Buyer in the event that they become

aware of any material breach of the provisions set out in the Appendix to this Annex 1 by their Relevant Sub-contractor.

7 Records

7.1 The Supplier shall keep and maintain, and shall ensure that any Relevant Sub-contractor shall keep and maintain, until 6 years after termination or end of Contract term or final payment under this Contract, or as long a period as may be agreed between the Parties, full and accurate records including but not limited to:

7.1.1 copies of all documents required to demonstrate compliance with DEFSTAN 05-138 and this Annex 1, including but not limited to any information used to inform the CSM Risk Assessment Process and to carry out the CSM Supplier Assurance Questionnaire, together with any certificates issued to the Supplier and/or Relevant Sub-contractor; and

7.1.2 copies of all documents demonstrating compliance with Paragraph 3.1.5 and in relation to any notifications made under Paragraph 3.1.6 and/or investigation under Paragraph 3.1.7.

7.2 The Supplier shall, and shall ensure that any Relevant Sub-contractor shall, on request provide the Buyer, the Buyer's representatives and/or the Supplier's NSA/DSA such access to those records under Paragraph 5.1 as may be required in connection with this Contract.

8 Audit

8.1 In the event of a Cyber Security Incident the Supplier agrees that the Buyer and its representatives, in coordination with the Supplier's NSA/DSA, may conduct such audits as are required to establish (i) the cause of the Cyber Security Incident, (ii) the impact of the Cyber Security Incident, (iii) the MOD Identifiable Information affected, and (iv) the work carried out by the Supplier to resolve the Cyber Security Incident and to mitigate the effects, to ensure that the Cyber Security Incident is resolved to the satisfaction of the Buyer and the NSA/DSA.

8.2 In addition to the rights in Paragraph 6.1 above the Buyer or its representatives and/or the Supplier's NSA/DSA, either solely or in any combination, may at any time during a period of six (6) years after termination of the Contract or the end of the Contract term or final payment under the Contract whichever is the later, but not more than once in any calendar year, conduct an audit for the following purposes where the Supplier continues to hold MOD Identifiable Information:

8.2.1 to review and verify the integrity, confidentiality and security of any MOD Identifiable Information; and

8.2.2 to review the Supplier's and/or any Relevant Sub-contractor's compliance with their obligations under DEFSTAN 05-138 or a Cyber Implementation Plan; and

8.2.3 to review any records created during the provision of the Deliverables, including but not limited to any documents, reports and minutes which refer or relate to the Deliverables for the purposes of Paragraphs 5.1.1 and 5.1.2 above.

8.3 The Buyer, acting reasonably and having regard to the confidentiality and security obligations owed by the Supplier to third parties, shall propose the scope of each audit in writing with a view to seeking the agreement of the Supplier but

shall make the ultimate decision on the scope. For the avoidance of doubt the scope of the audit shall not grant the Buyer any unsupervised access to any of the Supplier's information systems or electronic communications networks. The Buyer shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier and/or Relevant Sub-contractor or delay the provision of the Deliverables and supplier information received by the Buyer in connection with the audit shall be treated as confidential information.

- 8.4 The Supplier shall, and shall ensure that any Relevant Sub-contractor shall, on demand provide the Buyer and any relevant regulatory body, including the Supplier's NSA/DSA, (and/or their agents or representatives), together "the Auditors", with all reasonable co-operation and assistance in relation to each audit, including but not limited to:
- 8.4.1 all information requested by the Buyer within the permitted scope of the audit;
 - 8.4.2 reasonable access to any Relevant Sites controlled by the Supplier or any Affiliate used in the performance of the Contract to the extent required within the permitted scope of the audit and, where such Relevant Sites are out with the control of the Supplier, shall secure sufficient rights of access for the Auditors as shall be necessary to allow audits to take place; and
 - 8.4.3 access to any relevant staff.
- 8.5 The Buyer shall endeavour to (but is not obliged to) provide at least 15 calendar days' notice of its intention to conduct an audit.
- 8.6 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Annex 1, unless the audit identifies a material breach of the terms of this Annex 1 by the Supplier in which case the Supplier shall reimburse the Buyer for all the Buyer's reasonable costs incurred (which shall be evidenced to the Supplier) in the course of the audit.
- 8.7 The Supplier shall in its Relevant Sub-contracts procure rights for the Buyer to enforce the terms of Paragraph 6 of this Annex 1 in accordance with the Contracts (Rights of Third Parties) Act 1999.

9 General

- 9.1 On termination or expiry of this Contract the provisions of this Annex 1 excepting Paragraphs 3.1.2 and 3.1.3 above shall continue in force so long as the Supplier and/or any Relevant Sub-contractor holds any MOD Identifiable Information relating to this Contract.
- 9.2 Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the Parties under this Annex 1 that have accrued up to the date of termination or expiry, including but not limited to the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 9.3 The Supplier agrees that the Buyer has absolute discretion to determine changes to DEFSTAN 05-138 or the Cyber Risk Profile or both and issue new or updated Cyber Security Instructions. In the event that there is such a change to DEFSTAN 05-138 or the Cyber Risk Profile or both, then either Party may seek an

adjustment to the Charges for any associated increase or decrease in costs and the Supplier may request an extension of time for compliance with such revised or amended DEFSTAN 05-138 or Cyber Risk Profile or both provided always that the Supplier shall seek to mitigate the impact on time and cost to the extent which it is reasonably practicable to do so and further provided that such costs shall not be allowed unless they are considered to be appropriate, attributable to the Contract and reasonable in all the circumstances.

- 9.4 Subject to Paragraph 7.3 above, where the Supplier seeks such adjustment or extension, the Buyer will proceed in accordance with the Contract variation procedure in clause 24 of the Core Terms to determine the request for adjustment or extension. The Supplier must deliver a Variation Form to the Buyer within eight (8) weeks (or other period agreed by the Parties) of the occurrence of the change in DEFSTAN 05-138 or Cyber Risk Profile or both, identifying the impact of that change and accompanied by full details of the request for adjustment. For the avoidance of doubt, the Buyer shall not be required to withdraw any Buyer Variation request which may have been issued insofar as it relates to DEFSTAN 05-138 or the Cyber Risk Profile or both whether or not the Supplier Variation Form is rejected. If the Supplier does not agree with the Buyer's determination, then the Dispute Resolution Procedure shall apply.
- 9.5 The Supplier shall not recover any costs and/or other losses under or in connection with this Annex 1 where such costs and/or other losses are recoverable or have been recovered by the Supplier elsewhere in this Contract or otherwise. For the avoidance of doubt this shall include but not be limited to the cost of implementing any upgrades or changes to any information system or electronic communications network whether in response to a Cyber Security Incident or otherwise, where the Supplier is able to or has recovered such sums in any other provision of this Contract or has recovered such costs and/or losses in other contracts between the Supplier and the Buyer or with other bodies.

Appendix to DEFCON 658

Cyber

Provisions to be included in Relevant Sub-Contracts

1 Definitions

- 1.1 In this Appendix to DEFCON 658 (Condition) the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

Term	Definition
“Cyber Risk Profile”	means the level of cyber risk relating to this Sub-contract or any lower tier Sub-contract assessed in accordance with the Cyber Security Model;
“Cyber Implementation Plan”	means the plan referred to in Paragraph 2 of this Condition;
“Cyber Security Incident”	means an event, act or omission which gives rise or may give rise to: <ul style="list-style-type: none">(a) unauthorised access to an information system or electronic communications network on which MOD Identifiable Information resides;(b) disruption or change of the operation (including but not limited to takeover of control) of an information system or electronic communications network on which MOD Identifiable Information resides;(c) unauthorised destruction, damage, deletion or the change of MOD Identifiable Information residing in an information system or electronic communications network;(d) unauthorised or unintentional removal or limiting the possibility to use MOD Identifiable Information residing in an information system or electronic communications network; or(e) the appropriation, publication, dissemination or any other use of non-public MOD Identifiable Information by persons unauthorised to do so.
“Cyber Security Instructions”	means DEFSTAN 05-138, together with any relevant ISN and specific security instructions relating to this Sub-contract issued by the Buyer to the Supplier;
“Cyber Security Model” and “CSM”	mean the process by which the MOD ensures that MOD Identifiable Information is adequately protected from Cyber

	Security Incident and includes the CSM Risk Assessment Process, DEFSTAN 05-138 and the CSM Supplier Assurance Questionnaire conducted via the Supplier Cyber Protection Service;
“CSM Risk Assessment Process”	means the risk assessment process which forms part of the Cyber Security Model and is used to measure the Cyber Risk Profile for this Sub-contract and any lower tier Sub-contract;
“CSM Supplier Assurance Questionnaire”	means the supplier assessment questionnaire which forms part of the Cyber Security Model and is to be used by the Relevant Sub-contractor to demonstrate compliance with this Condition;
“Data”	means any data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media;
“DEFSTAN 05-138”	means the Defence Standard 05-138 as amended or replaced from time to time;
“Electronic Information”	means all information generated, processed, transferred or otherwise dealt with under or in connection with this Sub-contract, including but not limited to Data, recorded or preserved in electronic form and held on any information system or electronic communications network;
“ISN”	means Industry Security Notices issued by the Buyer to the Supplier whether directly or by issue on the gov.uk website at: https://www.gov.uk/government/publications/industry-security-notices isns;
“JSyCC WARP”	means the Joint Security Co-ordination Centre MOD Defence Industry Warning, Advice and Reporting Point or any successor body notified by way of ISN;
“MOD Identifiable Information”	means all Electronic Information which is attributed to or could identify an existing or proposed Buyer capability, defence activities or personnel and which the Buyer requires to be protected against loss, misuse, corruption, alteration and unauthorised disclosure;
“NSA/DSA”	means, as appropriate, the National or Designated Security Authority of the Supplier or Relevant Sub-contractor that is responsible for the oversight of the security requirements to be applied by the Supplier or Relevant Sub-contractor and for ensuring compliance with

	applicable national security regulations;
“Relevant Sites”	means any premises from which Deliverables are provided in connection with this Sub-contract or from which the Relevant Sub-contractor or any relevant lower tier Relevant Sub-contractor manages, organises or otherwise directs the provision or the use of the Deliverables and/or any sites from which the Relevant Sub-contractor or any relevant lower tier Relevant Sub-contractor generates, processes, stores or transmits MOD Identifiable Information in relation to this Sub-contract; and
“Relevant Sub-contractor”	means a Sub-contractor of the Supplier or any Affiliate whether a direct Sub-contractor or at any lower level of the supply chain who provides any Deliverables in connection with the Contract but only to the extent that the Sub-contractor processes, stores or transmits MOD Identifiable Information under their Sub-contract;
“Supplier Cyber Protection Service”	means the tool incorporating the CSM Risk Assessment Process and CSM Supplier Assurance Questionnaire.

2 Relevant Sub-Contractor Obligations

2.1 The Relevant Sub-contractor shall, and shall procure that their lower tier Relevant Sub-contractors shall:

2.1.1 comply with DEFSTAN 05-138 or, where applicable, the Cyber Implementation Plan attached to this Sub-contract and for the avoidance of doubt any Cyber Implementation Plan shall be prepared and implemented in accordance with Good Industry Practice taking account of any risk-balance case and any mitigation measures required by the Buyer and the Supplier and shall ensure that any measures taken to protect MOD Identifiable Information are no less stringent than those taken to protect their own proprietary information;

2.1.2 complete the CSM Risk Assessment Process in accordance with the MOD and the Supplier’s instructions, ensuring that any change in the Cyber Risk Profile is notified to the MOD, the Supplier and any affected lower tier Relevant Sub-contractor, and complete a further CSM Risk Assessment or CSM Supplier Assurance Questionnaire where a change is proposed to the supply chain or on receipt of any reasonable request by the MOD;

2.1.3 re-perform the CSM Supplier Assurance Questionnaire no less than once in each year of this Sub-contract commencing on the first anniversary of completion of the CSM Supplier Assurance Questionnaire to demonstrate continued compliance with the Cyber Security Instructions;

2.1.4 having regard to the state of technological development, implement and maintain all appropriate technical and organisational security measures to discharge their obligations under this Condition in

accordance with Good Industry Practice provided always that where there is a conflict between the Relevant Sub-contractor's obligations under Paragraph 2.1.1 above and this Paragraph 2.1.4 the Relevant Sub-contractor shall notify the Supplier and the Buyer in accordance with the notification provisions in DEFSTAN 05-138 as soon as they become aware of the conflict and the Buyer shall determine which standard or measure shall take precedence;

- 2.1.5 comply with all Cyber Security Instructions notified to them by the Buyer and/or the Supplier as soon as reasonably practicable;
- 2.1.6 notify the JSyCC WARP in accordance with ISN 2017/03 as amended or updated from time to time and the Supplier and the Relevant Sub-contractor's NSA/DSA immediately in writing as soon as they know or believe that a Cyber Security Incident has or may have taken place providing initial details of the circumstances of the incident and any mitigation measures already taken or intended to be taken, and providing further information in phases, as full details become available;
- 2.1.7 in coordination with their NSA/DSA, investigate any Cyber Security Incidents fully and promptly and co-operate with the Buyer, the Supplier and their agents and representatives to take all steps to mitigate the impact of the Cyber Security Incident and minimise the likelihood of any further similar Cyber Security Incidents. For the avoidance of doubt, this shall include complying with any reasonable technical or organisational security measures deemed appropriate by the Buyer and the relevant Supplier and/or Relevant Sub-contractor's NSA/DSA in the circumstances and taking into account the Cyber Risk Profile;
- 2.1.8 consent to the Buyer recording and using information obtained via the Supplier Cyber Protection Service in relation to the Sub-contract for the purposes of the Cyber Security Model which shall include any agreed Cyber Implementation Plan. For the avoidance of doubt such information shall include the cyber security accreditation of the Relevant Sub-contractor and/or lower tier Relevant Sub-contractor as appropriate; and
- 2.1.9 include provisions equivalent to this Condition in all lower tier Sub-contracts (the "equivalent provisions") and, where a lower tier Relevant Sub-contractor breaches terms implementing this Condition in a Sub-contract, the Relevant Sub-contractor shall, and shall procure that their lower tier Relevant Sub-contractors shall, in exercising their rights or remedies under the Relevant Sub-contract:
 - (a) notify the Supplier and the Buyer of any such breach and consult with the Supplier and the Buyer regarding any remedial or other measures which are proposed as a consequence of such breach, taking the Buyer's views into consideration; and
 - (b) have regard to the equivalent provisions.

3 Records

- 3.1 The Relevant Sub-contractor shall keep and maintain, and shall ensure that any lower tier Relevant Sub-contractor shall keep and maintain, until six (6) years after termination of Contract term or final payment under this Sub-contract, or as

long a period as may be agreed between the Parties, full and accurate records including but not limited to:

3.1.1 copies of all documents required to demonstrate compliance with DEFSTAN 05-138 and this Condition, including but not limited to any information used to inform the CSM Risk Assessment Process and to carry out the CSM Supplier Assurance Questionnaire, together with any certificates issued to the Relevant Sub-contractor and/or any lower tier Relevant Sub-contractor.

3.1.2 copies of all documents demonstrating compliance with Paragraph 2.1.5 and in relation to any notifications made under Paragraph 2.1.6 and/or investigation under Paragraph 2.1.7.

3.2 The Relevant Sub-contractor shall, and shall ensure that any lower tier Relevant Sub-contractor shall, on request provide the Buyer, the Buyer's representatives and/or the relevant Supplier or Relevant Sub-contractor's NSA/DSA such access to those records under Paragraph 3.1 as may be required in connection with this Sub-contract.

4 Audit

4.1 In the event of a Cyber Security Incident the Relevant Sub-contractor agrees that the Buyer and its representatives, in coordination with the relevant Supplier or Relevant Sub-contractor's NSA/DSA, may conduct such audits as are required to establish (i) the cause of the Cyber Security Incident, (ii) the impact of the Cyber Security Incident, (iii) the MOD Identifiable Information affected, and (iv) the work carried out by the Relevant Sub-contractor to resolve the Cyber Security Incident and to mitigate the effects, to ensure that the Cyber Security Incident is resolved to the satisfaction of the Buyer and the NSA/DSA.

4.2 In addition to the rights in Paragraph 4.1 above, the Relevant Sub-contractor agrees that the Buyer, its representatives and/or the relevant Supplier or Relevant Sub-contractor's NSA/DSA, either solely or in any combination, may at any time during a period of six (6) years after termination of this Sub-contract or the end of the Sub-contract term or final payment under the Sub-contract whichever is the later, but not more than once in any calendar year, conduct an audit for the following purposes where the Relevant Sub-contractor continues to hold MOD Identifiable Information:

4.2.1 to review and verify the integrity, confidentiality and security of any MOD Identifiable Information;

4.2.2 to review the Relevant Sub-contractor's and/or any lower tier Relevant Sub-contractor's compliance with their obligations under DEFSTAN 05-138 or a Cyber Implementation Plan; and

4.2.3 to review any records created during the provision of the Deliverables, including but not limited to any documents, reports and minutes which refer or relate to the Deliverables for the purposes of Paragraphs 3.1.1 and 3.1.2 above.

4.3 The Buyer, acting reasonably and having regard to the confidentiality and security obligations owed by the Relevant Sub-contractor to third parties, shall propose the scope of each audit in writing with a view to seeking the agreement of the Relevant Sub-contractor but shall make the ultimate decision on the scope.

For the avoidance of doubt the scope of the audit shall not grant the Buyer any unsupervised access to any of the Relevant Sub-contractor's information systems or electronic communications networks. The Buyer and the Supplier shall use their reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Relevant Sub-contractor and/or lower tier Relevant Sub-contractor or delay the provision of the Deliverables and supplier information received in connection with the audit shall be treated as confidential information.

4.4 The Relevant Sub-contractor shall, and shall ensure that any lower tier Relevant Sub-contractor shall, on demand provide the Buyer and any relevant regulatory body, including the relevant Supplier or Relevant Sub-contractor's NSA/DSA, (and/or their agents or representatives), together "the Auditors", with all reasonable co-operation and assistance in relation to each audit, including but not limited to:

4.4.1 all information requested by the Buyer within the permitted scope of the audit;

4.4.2 reasonable access to any Relevant Sites controlled by the Relevant Sub-contractor or any Affiliate and any lower tier Relevant Sub-contractor used in the performance of the Sub-contract to the extent required within the permitted scope of the audit and, where such Relevant Sites are out with the control of the Relevant Sub-contractor, shall secure sufficient rights of access for the Auditors as shall be necessary to allow audits to take place; and

4.4.3 access to any relevant staff.

4.5 Where the Supplier is provided with notice of the audit by the Buyer and/or the relevant NSA/DSA, the Supplier shall endeavour to (but is not obliged to) provide at least 15 calendar days' notice to the Relevant Sub-contractor of the intention to conduct an audit.

4.6 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Condition, unless the audit identifies a material breach of the terms of this Condition by the Relevant Sub-contractor and/or a lower tier Relevant Sub-contractor in which case the Relevant Sub-contractor shall reimburse the Supplier and the Buyer as appropriate for all the reasonable costs incurred in the course of the audit.

4.7 The Relevant Sub-contractor shall in their lower tier Sub-contracts procure rights for the Buyer to enforce the terms of this Paragraph 4 of this Condition in accordance with the Contracts (Rights of Third Parties) Act 1999.

5 General

5.1 On termination or expiry of this Sub-contract the provisions of this Condition shall continue in force so long as the Relevant Sub-contractor and/or any lower tier Relevant Sub-contractor holds any MOD Identifiable Information relating to this Sub-contract.

5.2 Termination or expiry of this Sub-contract shall not affect any rights, remedies, obligations or liabilities of the Parties under this Condition that have accrued up to the date of termination or expiry, including but not limited to the right to claim damages in respect of any breach of this Sub-contract which existed at or before the date of termination or expiry.

- 5.3 The Relevant Sub-contractor agrees that the Buyer has absolute discretion to determine changes to DEFSTAN 05-138 or the Cyber Risk Profile or both and issue new or updated Cyber Security Instructions. In the event that there is such a change to DEFSTAN 05-138 or the Cyber Risk Profile or both, then the Relevant Sub-contractor may seek an adjustment to the contract price from the Supplier for any associated increase or decrease in costs and the Relevant Sub-contractor may request an extension of time for compliance with such revised or amended DEFSTAN 05-138 or Cyber Risk Profile or both provided always that the Relevant Sub-contractor shall seek to mitigate the impact on time and cost to the extent which it is reasonably practicable to do so and further provided that such costs shall not be allowed unless they are considered to be appropriate, attributable to this Sub-contract and reasonable in all the circumstances.
- 5.4 The Relevant Sub-contractor shall not recover any costs and/or other losses under or in connection with this Condition where such costs and/or other losses are recoverable or have been recovered by the Relevant Sub-contractor elsewhere in this Contract or otherwise. For the avoidance of doubt this shall include but not be limited to the cost of implementing any upgrades or changes to any information system or electronic communications network whether in response to a Cyber Security Incident or otherwise, where the Relevant Sub-contractor is able to or has recovered such sums in any other provision of this Sub-contract or has recovered such costs and/or losses in other contracts between the Relevant Sub-contractor and the Supplier or with other bodies.

Joint Schedule 1 (Definitions)

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
- 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
 - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
 - 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
 - 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;
 - 1.3.12 where the Buyer is a Central Government Body it shall be treated as contracting with the Crown as a whole;
 - 1.3.13 any reference in a Contract which immediately before Exit Day was a reference to (as it has effect from time to time):

- (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- (b) any EU institution or EU authority or other such EU body shall be read as a reference to the UK institution, authority or body to which its functions were transferred; and

1.3.14 where references are made to "**the Framework Authority and the Buyer**", such references shall solely mean MOD where MOD is the Framework Authority.

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

" Achieve "	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " Achieved ", " Achieving " and " Achievement " shall be construed accordingly;
" Additional Insurances "	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
" Admin Fee "	means the costs incurred by the Framework Authority in dealing with MI Failures. Where the Framework Authority is MOD, these will be deemed to be nil. Where the Framework Authority is CCS, these will be calculated in accordance with the tariff of administration charges published at: http://ccs.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
" Affected Party "	the Party seeking to claim relief in respect of a Force Majeure Event;
" Affiliates "	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
" Annex "	extra information which supports a Schedule;
" Approval "	the prior written consent of the Buyer and " Approve " and " Approved " shall be construed accordingly;
" Audit "	the Relevant Authority's right to: <ul style="list-style-type: none"> 1) verify the accuracy of the Charges and any other amounts payable by the Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract); 2) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;

	<ul style="list-style-type: none"> 3) verify the Open Book Data; 4) verify the Supplier's and each Subcontractor's compliance with the Contract and applicable Law; 5) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations; 6) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; 7) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; 8) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract; 9) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts; 10) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or 11) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;
"Auditor"	<ul style="list-style-type: none"> 1) the Relevant Authority's internal and external auditors; 2) the Relevant Authority's statutory or regulatory auditors; 3) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; 4) HM Treasury or the Cabinet Office; 5) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and 6) successors or assigns of any of the above;
"Authority"	<ul style="list-style-type: none"> a) in respect of the Framework Contract, the Framework Authority; and b) in respect of a Call-Off Contract, the Buyer.
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the

	subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	MOD;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them), including where applicable any of Her Majesty's Ships or Vessels and Service Stations;
"Call-Off Contract"	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
"Call-Off Contract Period"	the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	the latter of the scheduled date of the end of a Call-Off Contract as stated in the Order Form or the date of completion of the last Deliverable due under the last Statement of Work under the Call-Off Contract;
"Call-Off Incorporated Terms"	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
"Call-Off Initial Period"	the Initial Period of a Call-Off Contract specified in the Order Form;
"Call-Off Optional Extension Period"	such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form;
"Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
"Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	the date of start of a Call-Off Contract as stated in the Order Form;
"Call-Off Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
"Call-Off Variation Form"	the form set out in Part 1 of Joint Schedule 2 (Variation Form);
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;

"Central Government Body"	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: 1) Government Department; 2) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); 3) Non-Ministerial Department; or 4) Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations. For the avoidance of doubt, the relevant individual may also have other responsibilities (whether under the Contract or otherwise);
"Confidential Information"	any information disclosed by one party by or on behalf of the other party under or in connection with the Contract, however it is conveyed, including information that relates to the business, affairs, developments, trade secrets, Know-How, Personnel and suppliers of the Framework Authority, the Buyer or the Supplier, including IPRs and any information provided in the tender or negotiations which preceded the award of the Contract, together with information derived from the above (whether or not it is marked as " confidential ");
"Confidentiality Undertaking"	means a letter materially in the form of the document contained in Appendix 5 to the Order Form;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Framework Authority or the

	Buyer under a Contract, in the reasonable opinion of the Buyer or the Framework Authority;
"Contract"	either the Framework Contract or the Call-Off Contract, as the context requires;
"Contract Period"	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: a) applicable Start Date; or b) the applicable Effective Date, up to and including the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the UK GDPR;
"Core Terms"	the terms and conditions for common goods and services which govern how Suppliers must interact with the Framework Authority and Buyers under Framework Contracts and Call-Off Contracts;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: <ul style="list-style-type: none"> i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer; b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged

	<p>in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form or the SOW and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>e) Overhead;</p> <p>f) financing or similar costs;</p> <p>g) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>h) taxation;</p> <p>i) fines and penalties; and</p> <p>j) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
"Counterfeit Materiel"	<p>any Goods or any part thereof whose origin, age, composition, configuration, certification status or other characteristic (including whether or not such Goods or part has been used previously) has been falsely represented by:</p> <p>a) misleading marking of the materiel, labelling or packaging;</p> <p>b) misleading documentation; or</p> <p>c) any other means, including failing to disclose information,</p> <p>except where it has been demonstrated that the false representation was not the result of dishonesty by the Supplier or any party within the Supplier's supply chain.</p>
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy;
"Data Protection Liability Cap"	the amount specified in the Framework Award Form;
"Data Protection Officer"	has the meaning given to it in the UK GDPR;
"Data Subject"	has the meaning given to it in the UK GDPR;

"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as: a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables

	<p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>c) has been or shall be generated for the purpose of providing the Deliverables;</p>
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of Tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance contributions;
"DPA 2018"	the Data Protection Act 2018;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Electronic Invoice"	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	<p>the earlier of:</p> <p>a) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or</p> <p>b) if a Contract or Statement of Work is terminated before the date specified in (a) above, the date of termination of the Contract or Statement of Work (as the context dictates);</p>
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Exit Day"	shall have the meaning in the European Union (Withdrawal) Act 2018;
"Expiry Date"	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);

"Extension Period"	the Call-Off Optional Extension Period;
"FOIA "	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event outside the reasonable control of either Party affecting the performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including: <ul style="list-style-type: none"> 1) riots, civil commotion, war or armed conflict; 2) acts of terrorism; 3) acts of government, local government or regulatory bodies; 4) fire, flood, storm or earthquake or other natural disaster, but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and the Framework Authority;
"Framework Authority"	MOD to the extent that the relevant reference relates to the period up to the Framework Transfer and CCS to the extent that the relevant reference relates to the period following the Framework Transfer;
"Framework Authority Authorised Representative"	the representative appointed by the Framework Authority from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
"Framework Contract"	the framework agreement established between the Framework Authority and the Supplier in accordance with Regulation 20 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the notice published on the Find a Tender Service;
"Framework Contract Period"	the period from the Framework Start Date until the End Date of the Framework Contract;
"Framework Expiry Date"	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);

"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Tender Response"	the tender submitted by the Supplier to the Framework Authority and annexed to or referred to in Framework Schedule 2 (Framework Tender);
"Framework Transfer"	the transfer of the management of the Framework Contract from MOD to CCS;
"Framework Variation Form"	the form set out in Part 1 of Joint Schedule 2 (Variation Form);
"Further Competition Procedure"	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
"Gainshare"	any mechanism whereby any cost saving (including reduced Charges and/or the financial impact on the Buyer of improved service delivery) is shared between the Buyer and Supplier
"General Anti-Abuse Rule"	<ul style="list-style-type: none"> a) the legislation in Part 5 of the Finance Act 2013 and; and b) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	<p>the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:</p> <ul style="list-style-type: none"> a) are supplied to the Supplier by or on behalf of the Authority; or

	b) the Supplier is required to generate, process, store or transmit pursuant to a Contract;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in Call-Off Schedule 9 (Security), which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ol style="list-style-type: none"> 1) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; 2) details of the cost of implementing the proposed Variation; 3) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; 4) a timetable for the implementation, together with any proposals for the testing of the Variation; and 5) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;

"Insolvency Event"	<p>with respect to any person, means:</p> <p>(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:</p> <p>(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</p> <p>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p>
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	(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;
"Intellectual Property Rights" or "IPR"	<ol style="list-style-type: none"> 1) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, service marks, logos, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs (whether registrable or otherwise), Know-How, trade secrets and other rights in Confidential Information; 2) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and 3) all other rights having equivalent or similar effect in any country or jurisdiction and the right to sue for passing off;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll working rules which, where they apply, ensure that individuals who work through their own company or intermediary pay broadly the same income tax and National Insurance contributions as employees and which are set out in Chapters 8 and 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 and Social Security Contributions (Intermediaries) Regulations 2000;
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Performance Indicator" or "KPI"	a key performance indicator in respect of the performance of a Call-Off Contract set out in Framework Schedule 4 (Framework Management) or Call-Off Schedule 14 (Service Levels);
"Key Staff"	the individuals (if any) identified as such in the Order Form and any Statement of Work;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <ol style="list-style-type: none"> 1) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or 2) which, in the opinion of the Framework Authority or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or 3) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract,

	and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body, with which the relevant Party is bound to comply;
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Management Charge"	the sum specified in the Framework Award Form payable by the Supplier to the Framework Authority in accordance with Framework Schedule 5 (Management Charges and Information);
"Management Information" or "MI"	the management information specified in Framework Schedule 5 (Management Charges and Information);
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period
"MI Failure"	means when an MI Report: <ul style="list-style-type: none"> 1) contains any material errors or material omissions or a missing mandatory field; or 2) is submitted using an incorrect MI Reporting Template; or 3) is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Relevant Authority in accordance with Framework Schedule 5 (Management Charges and Information);
"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Relevant Authority;
"Milestone"	an event or task described in the Implementation Plan or Statement of Work;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;

"Ministry of Defence" or "MOD"	the Secretary of State for Defence;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	<p>1) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>2) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same,</p> <p>but shall not include the Supplier's Existing IPR;</p>
"Occasion of Tax Non-Compliance"	<p>where:</p> <p>1) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <ul style="list-style-type: none"> 1) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; 2) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or <p>2) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for Tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
"Officer in charge"	means the relevant Officer in charge and shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments;
"Open Book Data"	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <p>1) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p>

	<p>2) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <ol style="list-style-type: none"> 1) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; 2) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade; 3) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and 4) Reimbursable Expenses, if allowed under the Order Form or the SOW; <p>3) Overheads;</p> <p>4) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>5) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</p> <p>6) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>7) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p> <p>8) the actual Costs profile for each Service Period;</p>
"Order"	means an order for the provision of the Deliverables placed by the Buyer with the Supplier under a Contract;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
"Order Form Template"	the template in Framework Schedule 6 (Order Form Template, Statement of Requirements Template), as applicable;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the Framework Contract, the Framework Authority or the Supplier, and in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;

"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processing"	has the meaning given to it in the UK GDPR, and "Processed" shall be construed accordingly;
"Processor"	has the meaning given to it in the UK GDPR;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	<ol style="list-style-type: none"> 1) to directly or indirectly offer, promise or give any person working for or engaged by the Buyer or any other public body a financial or other advantage to: <ol style="list-style-type: none"> 1) induce that person to perform improperly a relevant function or activity; or 2) reward that person for improper performance of a relevant function or activity; 2) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or 3) committing any offence: <ol style="list-style-type: none"> 1) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or 2) under legislation or common law concerning fraudulent acts; or

	<p>3) defrauding, attempting to defraud or conspiring to defraud the Buyer or other public body; or</p> <p>4) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Call-Off Schedule 26 (Cyber), if applicable, in the case of the Framework Contract or, Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract;
"Quarter"	a period of three consecutive months ending on any of 31 March, 30 June, 30 September or 31 December;
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	<p>the Supplier's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:</p> <ol style="list-style-type: none"> 1) full details of the Default that has occurred, including a root cause analysis; 2) the actual or anticipated effect of the Default; and 3) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);
"Regulations"	the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848);
"Reimbursable Expenses"	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <ol style="list-style-type: none"> 1) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and

	2) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those deliverables are provided by the Buyer internally and/or by any third party;
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Restricted Staff"	any person employed or engaged by either Party, in the capacity of director or in any research, technical, IT, security, engineering, procurement, financial, legal or managerial role who has been engaged in the provision of the Deliverables or management of the Contract either as principal, agent, employee, independent contractor or in any other form of employment or engagement over the previous 12 months, directly worked with or had any material dealings, but shall not include any person employed or engaged in an administrative, clerical, manual or secretarial capacity;
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Annex 2 of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Secret Matter"	any matter connected with the Contract, or its performance which is designated by the Buyer in the security aspects letter appended to the Order Form or otherwise in writing as "Top Secret" or "Secret", and shall

	include any information concerning the content of such matter and anything which contains or may reveal that matter;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Security Policy Framework"	the HMG Security Policy Framework relating to the Government Security Classification policy as published by the Cabinet Office;
"Self Audit Certificate"	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Credit"	any service credit set out in the Order Form or in Call-Off Schedule 14 (Service Levels);
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form or otherwise means any term during which the Supplier is obliged to provide the relevant Services under the Contract;
"Services"	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> 1) the Deliverables are (or are to be) provided; or 2) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"SOW End Date"	the date up to and including this date when the supply of the Deliverables under the Statement of Work shall cease as stated in the SOW;
"SOW Start Date"	the date of the start of the Statement of Work as stated in the SOW;
"Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that

	Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
"Standards"	any: <ol style="list-style-type: none"> 1) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; 2) standards detailed in the specification in Framework Schedule 1 (Specification); 3) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; 4) relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	in the case of the Framework Contract, the date specified on the Framework Award Form, in the case of a Call-Off Contract, the date specified in the Order Form, and in the case of a Statement of Work, the date specified in that Statement of Work;
"Statement of Requirements" ("SOR")	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
"Statement of Works" ("SOW")	the document which, upon its execution by the Buyer and Supplier, shall become incorporated into their Call-Off Contract and outlines the agreed body of works to be undertaken as part of the Call-Off Contract Deliverables. There may be any number of Statements of Work incorporated into a Call-Off Contract and each Statement of Work may include (but is not limited to) the Statement of Requirements, identified output(s), completion date(s) and charging method(s). A template Statement of Work is set out at Appendix 4 to the Order Form;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party: <ol style="list-style-type: none"> 1) provides the Deliverables (or any part of them); 2) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or 3) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);

"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	the person, firm or company identified in the Framework Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
"Supplier's Confidential Information"	<p>1) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR), trade secrets, Know-How, and/or Personnel of the Supplier; and</p> <p>2) Information derived from (a) above;</p>
"Supplier's Contract Manager"	the person identified in the "Key Staff" section of the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
"Supplier Marketing Contact"	shall be the person identified in the Framework Award Form;
"Supplier Non-Performance"	<p>where the Supplier has failed to:</p> <p>1) Achieve a Milestone by its Milestone Date;</p> <p>2) provide the Goods and/or Services in accordance with the Service Levels ; and/or</p> <p>3) comply with an obligation under a Contract;</p>
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Tax"	1) all forms of taxation whether direct or indirect;

	<p>2) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;</p> <p>3) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and</p> <p>4) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,</p> <p>in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;</p>
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
"Test Plan"	<p>a plan:</p> <p>1) for the Testing of the Deliverables; and</p> <p>2) setting out other agreed criteria related to the achievement of Milestones;</p>
"Tests "	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" , "Tested" and "Testing" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transparency Information"	<p>the content of a Contract, including any changes to this Contract agreed from time to time, except for:</p> <p>a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and</p> <p>b) Commercially Sensitive Information;</p>
"UK GDPR"	the retained UK law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
"Variation"	any change to a Contract;
"Variation Form"	either the Call-Off Variation Form or the Framework Variation Form, as applicable;
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;

"Work Day"	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.

Joint Schedule 2 (Variation Form)

The forms at Annex 1 (DEFFORM 119) and Annex 2 (DEFFORM 10b) to Part 1 are to be used in order to change the Framework Contract in accordance with Clause 24 (Changing the contract) of the Core Terms.

The form at Part 2 is to be used in order to change a Call-Off Contract in accordance with Clause 24 (Changing the contract) of the Core Terms.

The Framework Authority may, by notice in writing to the Supplier, replace the form at Part 1 and/or at Part 2 with a new or updated form.

Part 1 – Framework Variation Form

Annex 1: DEFFORM 119

DEFFORM 119

(Edn 12/13)



Name

Post Title

Postal address line 1

Postal address line 2

Postal address line 3

Tel:

Email:

To Address Line 1

To Address Line 2

To Address Line 3

To Address Line 4

Postcode

Your Reference:

Our Reference:

Date:

Dear **[insert name]**

714702450 Variation Letter No.

References [Insert references to their letters / telephone conversations]. Words and expressions in this Variation Letter shall have the meanings given to them in the Contract.

Offer of Variation

1. Further to reference(s) [A -?], I am writing to seek your acceptance that the above mentioned Contract is amended as follows:
 - a. **[insert details of amendments]**
2. All other terms and conditions of the Contract remain unchanged.

3. This offer remains open for acceptance until [dd/mmm/yyyy] [insert date 10 (or more) working days after the date of the letter]. The Variation will become effective when you confirm your unqualified acceptance by signing both copies of DEFFORM 10B and returning one copy to me at the above address.

Yours sincerely

Annex 2: DEFFORM 10b

DEFFORM 10B

(Edn 03/14)

Ministry of Defence

Acceptance of Offer of Variation to Contract

Offer and Acceptance	
Section A) Offer Variation [xx] to Contract 714702450 constitutes an offer by the Framework Authority for the Supplier to supply / provide the Deliverables. This is open for acceptance by the Supplier until [insert date 10 working days (or more) from date of signature] . By signing this DEFFORM 10B the Supplier agrees to be bound by the attached contract amendment, and they acknowledge that all other terms and conditions remain unchanged. Signed by: Name (Block Capitals): Position: For and on behalf of the Framework Authority Authorised Signatory Date:	Section B) Acceptance of Offer of Variation I acknowledge receipt of the Variation Letter No []. I confirm that I accept the Offer it contains and agree to be bound by its terms and I acknowledge that all other terms and conditions of the Contract remain unchanged. Signed by: Name (Block Capitals): Position: For and on behalf of Authorised Signatory Date:
Section C) Tier 1 Sub-Contractor SME data: Name value of work (£ ex VAT) SME Yes / No Name value of work (£ ex VAT) SME Yes / No Name value of work (£ ex VAT) SME Yes / No Name value of work (£ ex VAT) SME Yes / No	

Part 2 – Call-Off Variation Form

Contract Details		
This variation is between:	The Secretary of State for Defence ("the Buyer") And Deloitte LLP ("the Supplier")	
Call-Off Contract name:	Cyber Resilience Programme Close Support Partner	
Contract reference number:	714702450	
[Statement of Work (SOW) reference:]	[insert SOW reference number and title (if applicable) or delete row]	
[Buyer reference:]	[insert cost centre/portfolio codes as appropriate]	
Details of Proposed Variation		
Variation initiated by:	[delete as applicable: Buyer/Supplier]	
Variation number:	[insert variation number]	
Date variation is raised:	[insert date]	
Proposed variation	[insert detail here or use Annex 1 below]	
Reason for the variation:	[insert reason]	
An Impact Assessment shall be provided within:	[insert number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: [Buyer to insert original Clauses or Paragraphs to be varied and the changed clause] [reference Annex 1 as appropriate]	
Financial variation:	Original Contract Value:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Contract value:	£ [insert amount]
[Timescale variation/s:]	[insert changes to dates/milestones or delete row]	

- 1 This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by the Buyer.

- 2 Words and expressions in this Variation shall have the meanings given to them in the Contract.
- 3 The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

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

Signature:

Date:

Name (in capitals):

Job Title:

Address:

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

Signature:

Date:

Name (in capitals):

Job Title:

Address:

Annex 1

[insert details as required]

Joint Schedule 3 (Insurance Requirements)

1 The insurance the Supplier needs to have

- 1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of, the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("Additional Insurances") and any other insurances as may be required by applicable Law (together the "Insurances"). The Supplier shall ensure that each of the Insurances is effective no later than:
 - 1.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
 - 1.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.
- 1.2 The Insurances shall be:
 - 1.2.1 maintained in accordance with Good Industry Practice;
 - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 1.2.4 maintained for the Contract Period and for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.
- 1.4 The Supplier shall ensure that any Subcontractor takes out and maintains insurances as set out in the Annex to this Schedule where the relevant insurance may be applicable to the element of the Deliverables being delivered by the relevant Subcontractor.

2 How to manage the insurance

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

3 What happens if the Supplier is not insured

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged), following written notice to the Supplier providing a reasonable period of not more than fourteen (14) days for the Supplier to remedy the issue, to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4 Evidence of insurance to be provided

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

5 Required amount of insurance

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6 Cancelled insurance

- 6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7 Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.

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

Annex: Required insurances

- 1 The Supplier shall hold the following insurance cover from the Framework Start Date in accordance with this Schedule:
 - 1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000);
 - 1.2 public liability and products insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000); and
 - 1.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).

Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Default:	[Guidance: Explain the Default, with clear Schedule, Clause and Paragraph references as appropriate]		
Deadline for receiving the [Revised] Rectification Plan:	[add date (minimum 10 days from request)]		
Signed by [Framework Authority/Buyer] :		Date:	
Supplier [Revised] Rectification Plan			
Cause of the Default	[add cause]		
Anticipated impact assessment:	[add impact]		
Actual effect of Default:	[add effect]		
Steps to be taken to achieve rectification (to include details of any applicable acceptance criteria which must be met):	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Timescale for complete rectification of Default	[X] Working Days		
Steps taken to prevent recurrence of Default	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Signed by the Supplier:		Date:	

Review of Rectification Plan [Framework Authority/Buyer]			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for rejection (if applicable)	[add reasons]		
Signed by [Framework Authority/Buyer]		Date:	

Joint Schedule 5 (Corporate Social Responsibility)

1 What we expect from our Suppliers

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

2 Equality and Accessibility

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

3 Modern Slavery, Child Labour and Inhumane Treatment

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

- 3.1 The Supplier:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Supplier Staff to lodge deposits or identify papers with the employer and shall be free to leave their employer after reasonable notice;
 - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
 - 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world;
 - 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world;

- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to the Framework Authority, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use, physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to the Framework Authority, the Buyer and Modern Slavery Helpline.

4 Income Security

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

5 Working Hours

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

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

by individuals and by the Supplier Staff as a whole;

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

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

- 5.3.1 this is allowed by national law;
- 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
- 5.3.3 appropriate safeguards are taken to protect the workers' health and safety; and
- 5.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6 Sustainability

6.1 The Supplier shall meet the applicable Government Buying Standards applicable to Deliverables which is online at:

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

7 Social Value

7.1 In this Paragraph 7

7.1.1 **“Carbon Footprint”**: the amount of carbon dioxide equivalent emissions that will be released into the atmosphere as a result of the supply of the Deliverables determined in accordance with international carbon reporting practice, being the accepted practice from time to time in relation to reporting for the purposes of the protocols to the United Nations Framework Convention on Climate Change; and

7.1.2 **“Social Value Commitments”**: has the meaning given in Paragraph 7.2.

7.2 The Supplier shall meet the following social value commitments (**“Social Value Commitments”**):

7.2.1 By the earlier of any date specified in the Call-Off Tender, the date which is six months from the Start Date, the Supplier shall have developed and implemented its own plans to:

7.2.1.1 reduce its Carbon Footprint to net zero by 2045 (with the ambition of an eighty percent (80%) reduction by 2036 to 2039); and

7.2.1.2 further details of social value commitments can be found pages 33 to 38 within document 20250424-713870451_CRP_CSP_Call-Off_Schedule_04_(Call_Off_Tender)_DIPS1.0-OSC

- 7.2.2 Such plans shall be consistent with any relevant Standards and shall be kept updated by the Supplier in line with any updates to any relevant Standards. The Supplier shall comply with its plans (including as to any timescales including any interim timescales / milestones) and shall report on such progress / compliance in accordance with Paragraph 7.2.3.
- 7.2.3 The Supplier shall provide annual reports (the first such report falling due six months following the Start Date) to the Buyer confirming its progress against its Social Value Commitments. Prior to submitting the first such report, the Supplier shall agree the precise format for such reports with the Buyer. As part of agreeing such format, the Supplier shall agree to include any relevant information in such format as may reasonably be requested by the Buyer.
- 7.2.4 Without prejudice to the Buyer's other rights and remedies under the Contract, if the Supplier is likely to or fails to meet its Social Value Commitments in accordance with this Paragraph 7, the Supplier shall promptly notify the Buyer in writing, and the Buyer may require the Supplier to, within a reasonable period following a written request from the Buyer, agree an action plan with the Buyer to remedy such failure (with both Parties acting reasonably in agreeing such action plan).
- 7.2.5 A failure by the Supplier to:
- 7.2.5.1 agree such an action plan with the Buyer in a reasonable period (to be determined by the Buyer at its sole discretion, acting reasonably); or
- 7.2.5.2 to remedy such failure to progress its Social Value Commitments in accordance with the agreed action plan,
- shall be escalated by the Buyer to the Chief Executive Officer (or equivalent) of the Supplier.
- 7.2.6 Once escalated to the Chief Executive Officer (or equivalent) of the Supplier, such individual shall write to the Buyer within ten (10) Working Days of such escalation explaining the failure to progress its Social Value Commitments and confirming the steps (with associated timescales) that the Supplier will take to remedy such failure to progress its Social Value Commitments by the earliest date reasonably possible. The Supplier will then remedy such failure by taking such steps within such timescales and by taking any other reasonable additional steps that may become necessary to ensure that such failure to progress its Social Value Commitments is remedied by the earliest date reasonably possible
- 7.3 For the avoidance of doubt, the Buyer may audit the Supplier's compliance with this Paragraph 7 in accordance with the Clause 6 of the Core Terms.

Joint Schedule 4 (Commercially Sensitive Information)

1 What is the Commercially Sensitive Information?

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

DEFFORM 539A

Edn 08/13

Supplier's Commercially Sensitive Information Form

[REDACTED]

Joint Schedule 11 (Processing Data)

Definitions

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

Term	Definition
Processor Personnel	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract.

Status of the Controller

- 2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:
- (a) “Controller” in respect of the other Party who is “Processor”;
 - (b) “Processor” in respect of the other Party who is “Controller”;
 - (c) “Joint Controller” with the other Party;
 - (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”;

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

Where one Party is Controller and the other Party its Processor

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

the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;

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

- 7 Subject to Paragraph 6 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
 - (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
- 8 The Processor's obligation to notify under Paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
- 9 Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
 - (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 10 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

- 11 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 12 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 13 Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 14 The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 15 The Framework Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- 16 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Framework Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Independent Controllers of Personal Data

- 17 With respect to Personal Data provided by one Party to another Party for which each Party acts as an Independent Controller, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
- 18 Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- 19 Where a Party has provided Personal Data to the other Party in accordance with Paragraph 17 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- 20 The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
- 21 The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Annex 1 (Processing Personal Data).

- 22 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
- 23 A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
- 24 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract ("Request Recipient"):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 25 Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 26 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (Processing Personal Data).
- 27 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (Processing Personal Data).

- 28 Notwithstanding the general application of Paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with Paragraphs 17 to 27 of this Joint Schedule 11.

Annex 1: Processing Personal Data

Part A – Framework Authority and Supplier Processing – Not applicable as already agreed at framework level. See below attachment for detail on Supplier independent controller data.

[REDACTED]

Part B – Buyer and Supplier Processing under Call-Off Contract

- 1 The contact details of the Buyer's Data Protection Officer are: [REDACTED]
- 2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]
- 3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	The Buyer is Controller and the Supplier is Processor The Parties acknowledge that in accordance with Paragraph 2 to Paragraph 15 and for the purposes of the Data Protection Legislation, the Buyer Authority is the Controller and the Supplier is the Processor of the Personal Data recorded below.
	Buyer is Controller
Duration of the Processing	Up to 7 years after the expiry or termination of the DPS Contract.
Nature and purposes of the Processing	To facilitate the fulfilment of the Supplier's obligations arising under this DPS Contract including: <ul style="list-style-type: none"> Ensuring effective communication between the Supplier and CSS Maintaining full and accurate records of every Order Contract arising under the Framework Agreement in accordance with Core Terms Clause 6 (Record Keeping and Reporting)
Type of Personal Data	Includes: <ul style="list-style-type: none"> Contact details of, and communications with, CSS staff concerned with management of the DPS Contract; Contact details of, and communications with, Buyer staff concerned with award and management of Order Contracts awarded under the DPS Contract;

	<ul style="list-style-type: none"> • Contact details, and communications with, Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this DPS Contract; • Contact details, and communications with Supplier staff concerned with management of the DPS Contract.
Categories of Data Subject	<p>Includes:</p> <ul style="list-style-type: none"> • CSS staff concerned with management of the DPS Contract • Buyer staff concerned with award and management of Call-Off Contracts awarded under the DPS Contract • Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this DPS Contract • Supplier staff concerned with fulfilment of the Supplier's obligations arising under this DPS Contract
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>All relevant data to be deleted 7 years after the expiry or termination of this DPS Contract unless longer retention is required by Law or the terms of any Order Contract arising hereunder.</p>