

DPS Schedule 6 (Letter of Appointment and Order Schedules)

Letter of Appointment

This Letter of Appointment is issued in accordance with the provisions of the RM6124 and DfE Contract number Con_21157

Capitalised terms and expressions used in this letter have the same meanings as in the Order Incorporated Terms unless the context otherwise requires.

Contract Number	Con_21157
Order Number:	TBC
From:	Department for Education
To:	Brickwall Films Ltd

Order Start Date:	3 July 2023
Order Expiry Date:	31 December 2023 The Department for Education reserves the right to extend the contract by a period of up to 3 months if required.
Order Initial Period:	w/c 3 July 2023 – w/c 31 December 2023
Order Optional Extension Period:	N/A

Goods or Services required:	Goods or Services required are set out in DPS Schedule 1 of the DPS Agreement and the relevant Brief and are to be delivered in line with the accepted Proposal as detailed at Annex A of this Letter.
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RM6124 – Communications Marketplace DPS

Project Version: v1.0

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	Subsequent calls for Goods or Services shall be priced and agreed using the Statement of Works form as per Annex B of this Letter of Appointment.
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Key Staff:	<p><u>For the Client:</u></p> <p>Emma Spick-Fletcher, Team Leader, Early Years Quality Practice Unit [REDACTED]</p> <p>Chloe Jane Defty, Early Years Child Development Project Lead, Early Years Quality Practice Unit [REDACTED]</p> <p>Emma Wilson, Early Years Child Development Project Support, Early Years Quality Practice Unit [REDACTED]</p> <p>Lead Digital Contact [REDACTED] [REDACTED] [REDACTED]</p> <p><u>For the Agency:</u></p> <p>Project Lead [REDACTED] [REDACTED]</p> <p>Creative Team [REDACTED] [REDACTED]</p>
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	<div> <div></div> <div>Production Team</div> <div></div> <div></div> <div></div> <div></div> </div>
Guarantor(s)	N/A

Order Contract Charges (including any applicable discount(s), but excluding VAT):	Up to the value of £150,536 (excluding VAT) plus travel and accommodation costs for this FY. Travel and accommodation price caps apply. See order schedule 5
Liability	See Clause 11 of the Core Terms
Additional Insurance Requirements	N/A
Client billing address for invoicing:	Accounts Payable Accountspayable.OCR@education.gov.uk

Special Terms	<p><i>Transfer all above mentioned assets within 10 working days of the purchase order being paid, after which they should be purged from all client records.</i></p> <p><i>The Department for Education will have ownership of all materials and intellectual property. This includes: Recordings; visual and audio, edits, raw footage, past footage, graphics, music (upon the purchased licence terms), voiceovers as well as stills. These are for the sole use of the department and should never be accessed by any other client or for any other</i></p>
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	<p><i>purpose or project</i></p> <p><i>You are expected to detail information with regards to file storage of all footage and base files as well as the retention policy you will apply to these files. Please detail this in your response.</i></p> <p><i>These are for the sole use of the client only and will never be accessed for any other purpose, client or project.</i></p>
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PROGRESS REPORT FREQUENCY

Daily status updates verbally via Teams with the digital team. Progress to be recorded on a project delivery timeline.

PROGRESS MEETING FREQUENCY

Weekly status calls via Teams

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

N/A

SOCIAL VALUE COMMITMENT

The Agency agrees, in providing the Goods or Services and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Proposal)

SERVICE CREDIT CAP

N/A

ORDER INCORPORATED TERMS

The following documents are incorporated into this Order Contract. **Where numbers are red we are using these schedules.** If the documents conflict, the following order of precedence applies:

1. This Letter of Appointment including the Order Special Terms and Order Special Schedules.
2. *Joint Schedule 1 (Definitions and Interpretation) RM6124*
3. *The following Schedules in equal order of precedence:*
 - *Joint Schedules for RM6124*
 - *Joint Schedule 2 (Variation Form)*
 - *Joint Schedule 3 (Insurance Requirements)*
 - *Joint Schedule 4 (Commercially Sensitive Information)*
 - *[Joint Schedule 6 (Key Subcontractors)]*
 - *[Joint Schedule 7 (Financial Difficulties)]*
 - *[Joint Schedule 8 (Guarantee)]*
 - *Joint Schedule 10 (Rectification Plan)*
 - *Joint Schedule 11 (Processing Data)*
 - *[Joint Schedule 12 (Supply Chain Visibility)]*
 - *Order Schedules for [Insert Order reference number]*
 - *Order Schedule 1 (Transparency Reports)*
 - *Order Schedule 2 (Staff Transfer)*

RM6124 – Communications Marketplace DPS

- Order Schedule 3 (Continuous Improvement)
 - [Order Schedule 5 (Pricing Details)]
 - [Order Schedule 6 (ICT Services)]
 - [Order Schedule 7 (Key Agency Staff)]
 - (Business Continuity and Disaster Recovery)]
 - [Order Schedule 9 (Security)]
 - [Order Schedule 10 (Exit Management)]
 - [Order Schedule 13 (Implementation Plan and Testing)]
 - [Order Schedule 14 (Service Levels)]
 - [Order Schedule 15 (Order Contract Management)]
 - [Order Schedule 16 (Benchmarking)]
 - [Order Schedule 17 (MOD Terms)]
 - [Order Schedule 18 (Background Checks)]
 - [Order Schedule 19 (Scottish Law)]
 - [Order Schedule 20 (Order Specification)]
 - [Order Schedule 21 (Northern Ireland Law)]
 - [Order Schedule 23 (HMRC)]
4. CCS Core Terms
 5. Joint Schedule 5 (Corporate Social Responsibility) RM6124
 6. Order Schedule 4 (Proposal)

No other Agency terms are part of the Order Contract. That includes any terms written on the back of, or added to this Order Form, or presented at the time of delivery. For the avoidance of doubt, the relationship between the Parties is non-exclusive. The Client is entitled to appoint any other agency to perform services and produce goods which are the same or similar to the Goods or Services.

FORMATION OF ORDER CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (to be done by electronic means) the Agency agrees to enter into an Order Contract with the Client to provide the Goods or Services in accordance with the terms of this letter and the Order Incorporated Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Order Incorporated Terms. The Parties hereby acknowledge and agree that this Order Contract shall be formed when the Client acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Agency within two (2) Working Days from such receipt.

Annex A

Statement of Work-

This Statement of Work is issued under and in accordance with the Order Contract entered into between the parties dated *[insert date of signature of Order Contract.]*

Any schedule attached to this Statement of Work will describe in detail the different types of Services to be provided under that Statement of Work. A schedule attached to this Statement of Work only applies to the relevant project to be delivered under that Statement of Work, and not to any other Statement of Work, or to the provision of the Services as a whole.

1.1 Where a Statement of Work would result in:

- a variation of the Services procured under this Order Contract;
- an increase in the Charges agreed under this Order Contract; or
- a change in the economic balance between the Parties to the detriment of the Client that is not provided for in this Order Contract, the relevant term(s) will be dealt with as a proposed Variation to this Order Contract in accordance with the Variation procedure set out in Clause 24.

Project:

This procurement focuses on one strand of the early years education recovery programme, the Early Years

Child Development Training. The DfE have launched a new, universal online early years child development

training to upskill practitioners and strengthen their knowledge of child development so they will be better able

to support children in their care, particularly those whose development may have been impeded due to the

covid pandemic.

This work builds on reforms to the Early Years Foundation Stage (EYFS) which became statutory in September

2021 and supports our aims of improving outcomes and closing the attainment gap at age 5.

	<p>The new Early Years Child Development training builds on the existing EYFS reforms online service - Help for Early Years Providers - and is primarily aimed at supporting childminders and early years practitioners in Private, Voluntary, Independent (PVI) and nursery settings to strengthen their child development knowledge and understanding. However, the training will be accessible for anyone who may find it useful and so the audience will stretch beyond practitioners to include, for example, nursery managers, parents, or students. The level of professional knowledge is variable and the videos will be used to supplement written content to reinforce learning.</p> <p>The agency will be responsible for developing video content for different modules of the online training. There are 4 modules in total where videos are required, and we require a maximum of 6 videos per module.</p>
Project start Date Notice period for cancellation [Project Notice Period]:	<p>Fixed Term contract running from 3 July 2023 to 31 December 2023. The Department for Education reserves the right to extend the contract by a period of up to 3 months if required.</p> <p>Execution of the Contract is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000.</p> <p>The Contract is executed and takes effect on the date on which both Parties communicate acceptance of its terms.</p> <p>The Contract shall expire automatically on the date set out in the Order Form, unless it is otherwise terminated in accordance with the provisions of the Contract.</p>
Overarching Brand/Campaign	<p><i>DfE branding guidelines must be adhered to throughout this project. These will be provided to the agency by the digital team.</i></p>

Goods or Services

The activities that the potential supplier will be required to deliver as part of this RFQ are:

Pre-production:

- Manage consent forms with the early years settings and ensure appropriate DBS checks in place for
- all crew members. We will not cover the cost for your DBS checks.
- Review and edit briefs and scripts submitted by the subject matter expert and support creation of
- shot lists from these scripts.
- Planning meetings with DfE and the early years settings to set expectations and guidelines, discuss
- logistics and Q&A.
- Creation and distribution of call sheets to production team including the setting and DfE colleagues.

Production:

Sound

Early years settings are naturally very loud and busy environments. Some settings are large and others can be small and therefore sound can be difficult to pick up during production. Although some settings do offer quieter spaces depending on the type of filming taking place, it is essential that you can provide the appropriate sound equipment for all types of settings and environments.

Footage

- Use of a company mobile phone is permitted, provided there is a secure retention and deletion policy in place. However, due to the differences in quality of footage, we would not expect this to be the sole device for filming.

- It is important to ensure cameras are not too invasive for children or members of staff and are kept at an appropriate distance from activities.

- You will also need to work with the setting to ensure that you do not capture anyone on film who has not given consent.

Working With Staff at The Early Years Settings

- Work with members of staff who are early years professionals and not paid actors. Be personable and help to make staff members feel at ease and confident with filming which they may not have done before.

- Respect that the children (and staff) come first and staff will do what is best for the children

- Follow staff's advice and guidance at all times.

- Proactively capture footage which showcases best practice in the setting and the ethos of the

setting (working with DfE and practitioners as required)

Photography

- Photography should be captured in a reportage fashion throughout the shoot.

- Photographs need to be of high quality.

- Post shoot images should be presented on PDF contact sheets for DfE review along with all image

files. Images will be used throughout the training and may also feature in the training videos.

- Touch ups may be required to photographs, for example blurring out of identifiable information such

as names and photos on pegs in the cloakroom or logos on uniform.

Post-production:

- Add background music and ensure we have rights in perpetuity.

- Record VO with voiceover artists as agreed with DfE.
- Confirm rights in perpetuity.

The editing process should include:

- A feedback platform where comments can be added at timecoded points
- Release of rough cut for client review as early as possible
- Review and feedback meeting with client.
- Edits to respond to feedback / add graphics / add music / VO (all as required) – you will have freedom over background music and additional graphics, to be discussed with DfE.
- Adding branding (guidelines to be supplied by DfE)
- Subsequent edits after each review/approval stage. There will be flexibility in the number of feedback rounds required (to be discussed upon contract award).
- Subtitles transcribed.
- SRT files created.'

Mandatory Outputs/Services Required

- Produce videos in batches as content is being created, including animated videos.
- Work within the timelines stated and agreed with DfE
- Provide videographer(s) at each setting – at least one but possibly two if the size of the setting warrants it
- Provide a photographer at each setting
- Provide a professional sound recordist to ensure we capture quality sound in a variety of settings at each setting.
- Access to and provision of professional voice over artists (male and female)

- Review scripts, suggest re-drafts (where required) and create shot lists following design standards.
- Production of content in the correct format as directed by DfE - Video file (MP4), Captions SRT file, Transcripts (open Txt)
- Ensure shooting is scheduled for specific days agreed with the setting and DfE
- Manage consent form process -sending to the settings and collecting them in on the day of filming to return to DfE as scanned copies
- Ensure all crew have cleared and checked DBS checks
- Ensure subsequent edits are completed in an agreed process and number of feedback rounds for signoff
- Potential requirement to source a fact-checker for content produced.

Other Criteria

- Experience of and ability to produce animated videos is essential.
- The capability and willingness to work with non-professionals appearing in videos (i.e. not actors) is essential.
- Please note this will be children and staff working within early years settings i.e. nurseries and childminders.
- Experience of working with children or within educational settings is desirable but not essential.
- Access to child development experts or fact checkers is desirable but not essential.

Project Plan:

Filming shall commence in the first month for Module 6.
Module 7-9 will be discussed upon contract award

	There are up to 6 videos per module that need creating.
Contract Charges:	<i>The Client shall pay the Agency the sum of up to £150,536 plus travel and accommodation for delivery of these services for the period between 3 July 2023 and 31 December 2023, payable in arrears (upon completion of videos per module) via purchase order agreement. PO number to be supplied by Department for Education once the agency have registered their bank details on the DfE Core payments system. (See Annex C).</i>
Client Assets:	<p><i>Video Briefs and scripts</i></p> <p><i>Recordings; visual and audio, edits, raw footage, past footage, graphics, music (upon the purchased licence terms), voiceovers as well as stills.</i></p> <p><i>Consent forms</i></p>
International locations:	<i>Not applicable</i>
Client Affiliates:	<i>Not applicable</i>
Special Terms:	<p><i>Asset ownership needs to be detailed by Brickwall Films Ltd before contract can commence.</i></p> <p><i>Transfer all above mentioned assets within 10 working days of the purchase order being paid, after which they should be purged from all client records.</i></p>
Key Individuals:	<div> <div></div> <div></div> <div></div> <div></div> <div></div> </div> <p><i>Retained freelancers and specialist consultants available</i></p>

**Authorised
Agency Approver:**

<div></div> <div></div>

**Authorised Client
Approver:**

Education

Date:

Annex B

Bank account details

Information required by the Department to pay invoices for the activities stated in this appointment letter. Please use the link below to set up an account to register your banking information.

You will need to be registered on the DfE Core payments system. Please specify this in the comments as well as referencing your DfE contact Chloe-Jane Defty to the comments section.

Starting 1 January 2018 the process for adding or amending existing Supplier or Provider's bank details or other information to the DfE ERP system has changed. The new procedure and associated new forms: <https://www.gov.uk/government/publications/dfe-suppliers-bank-details-forms>

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 Client 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 on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred;

1.3.14 unless otherwise provided, references to **“Buyer”** or **“Client”** shall be construed as including Exempt Buyers; and

1.3.15 unless otherwise provided, references to **“Order Contract”** and **“Contract”** shall be construed as including Exempt Order Contracts.

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 an Order Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);

"Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
"Advertising Regulations"	a present or future applicable code of practice or adjudication of the Committee of Advertising Practice, Broadcast Committee of Advertising Practice or the Advertising Standards Authority (including any applicable modification, extension or replacement thereof), together with other UK laws, statutes and regulations which are directly applicable to the Goods or Services;
"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;
"Agency"	the person, firm or company identified in the DPS Appointment Form;

"Agency Assets"	all assets and rights used by the Agency to provide the Goods or Services in accordance with the Order Contract but excluding the Client Assets;
"Agency Authorised Representative"	the representative appointed by the Agency named in the DPS Appointment Form, or later defined in a Order Contract;
"Agency's Confidential Information"	any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Agency (including the Agency Existing IPR) trade secrets, Know-How, and/or personnel of the Agency; any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Agency's attention or into the Agency's possession in connection with a Contract;
	Information derived from any of (a) and (b) above;
"Agency's Contract Manager"	the person identified in the Order Form appointed by the Agency to oversee the operation of the Order Contract and any alternative person whom the Agency intends to appoint to the role, provided that the Agency informs the Client prior to the appointment;

"Agency Equipment"	The Agency's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Agency (but not hired, leased or loaned from the Client) in the performance of its obligations under this Order Contract;
"Agency Marketing Contact"	shall be the person identified in the DPS Appointment Form;
"Agency Non-Performance"	<p>where the Agency has failed to:</p> <p>Achieve a Milestone by its Milestone Date; provide the Service and/or Goods in accordance with the Service Levels; and/or</p> <p>comply with an obligation under a Contract;</p>
"Agency 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 an Order Contract for the relevant period;
"Agency Profit Margin"	in relation to a period or a Milestone (as the context requires), the Agency 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;
"Agency Staff"	all directors, officers, employees, agents, consultants and contractors of the Agency and/or of any Subcontractor engaged in the performance of the Agency's obligations under a Contract;
"Approval"	the prior written consent of the Client and "Approve" and "Approved" shall be construed accordingly;
"Audit"	the Relevant Authority's right to:
	<p>verify the accuracy of the Charges and any other amounts payable by a Client under an Order Contract (including proposed or actual variations to them in accordance with the Contract);</p> <p>verify the costs of the Agency (including the costs of all Subcontractors and any third-party suppliers) in connection with the provision of the Services;</p>

	<p>verify the Open Book Data;</p> <p>verify the Client's and each Subcontractor's compliance with the Contract and applicable Law;</p> <p>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 Agency of the purpose or objective of its investigations;</p> <p>identify or investigate any circumstances which may impact upon the financial stability of the Agency, any Guarantor, and/or any Subcontractors or their ability to provide the Goods or Services;</p> <p>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;</p> <p>review any books of account and the internal contract management accounts kept by the Agency in connection with each Contract including job or activity level accounts and reconciliations of estimated to actual Charges and costs (including the costs of all Subcontractors, any third-party suppliers, any group or associated companies and any travel and subsistence costs recharged by the Agency);</p> <p>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;</p> <p>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;</p> <p>monitor the performance of a Statement of Work against its objectives; or</p> <p>verify the accuracy and completeness of any Management Information delivered or required by the DPS Contract;</p>
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"Auditor"	the Relevant Authority's internal and external auditors;
	<p>the Relevant Authority's statutory or regulatory auditors;</p> <p>the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>HM Treasury or the Cabinet Office or GCS;</p> <p>any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and</p> <p>successors or assigns of any of the above;</p>
"Authorised Client Approver"	any personnel of the Client who have the authority to contractually bind the Buyer in all matters relating to an Order Contract. They must be named in the applicable Statement of Work, and the Agency must be notified if they change;
"Authorised Agency Approver"	any personnel of the Agency who have the authority to contractually bind the Agency in all matters relating to an Order Contract. They must be named in the applicable Statement of Work, and the Buyer must be notified if they change;
"Authority"	CCS and each Client;

"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 Agency;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Branding Guidance"	the agency marketing toolkit which includes logos and guidance provided by CCS to the Agency;
"Brief"	a statement issued by the Client detailing its requirements in respect of Goods or Services issued in accordance with the Order Procedure and included as Order Schedule 20 (Order Specification);

"Buyer"	means the Client;
"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;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the DPS Contract initially identified in the DPS Appointment Form;

"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:
	Government Department; Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); Non-Ministerial Department; or Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Goods or Services 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 Agency by the Client under the Order Contract, as set out in the Order Form, for the full and proper performance by the Agency of its obligations

	under the Order Contract less any Deductions and the GCS Management Charge;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Client"	the relevant public sector purchaser identified as such in the Order Form;
"Client Assets"	the Client's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Client and which is or may be used in connection with the provision of the Goods or Services which remain the property of the Client throughout the term of the Contract;
"Client Authorised Representative"	the representative appointed by the Client from time to time in relation to the Order Contract initially identified in the Order Form;
"Client Premises"	premises owned, controlled or occupied by the Client which are made available for use by the Agency or its Subcontractors for the provision of the Goods or Services (or any of them);

"Commercially Sensitive Information"	the Confidential Information listed in the DPS Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Agency, its IPR or its business or which the Agency has indicated to the Authority that, if disclosed by the Authority, would cause the Agency significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Goods or Services to another Client of the Agency that are the same or similar to the Goods or Services;
"Compliance Officer"	the person(s) appointed by the Agency who is responsible for ensuring that the Agency complies with its legal obligations;
"Confidential Information"	means any information, however and whenever it is conveyed, that relates to the business, affairs, developments, trade secrets, Briefs, Know-How, personnel and suppliers of CCS, the Client or the Agency, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;

"Conflict of Interest"	a conflict between the financial or personal duties of the Agency or the Agency Staff and the duties owed to CCS or any Client under a Contract, in the reasonable opinion of the Client or CCS;
"Contract"	either the DPS Contract or the Order Contract, as the context requires;
"Contract Period"	the term of either a DPS Contract or Order Contract on and from the earlier of the: a) applicable Start Date; or b) the 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 Agency;
"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"	CCS' terms and conditions for common goods and services which govern how Agencies must interact with CCS and Clients under DPS Contracts and Order Contracts;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Agency in providing the Goods or Services:
	<p>the cost to the Agency or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Agency Staff, including:</p> <p>base salary paid to the Agency Staff; employer's National Insurance contributions;</p>

	<p>pension contributions;</p> <p>car allowances;</p> <p>any other contractual employment benefits;</p> <p>staff training;</p> <p>work place accommodation;</p>
	<p>work place IT equipment and tools reasonably necessary to provide the Goods or Services (but not including items included within limb (b) below); and</p> <p>reasonable recruitment costs, as agreed with the Client;</p>
	<p>costs incurred in respect of Agency 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 in respect of Agency Assets by the Agency to the Client or (to the extent that risk and title in any Agency Asset is not held by the Agency) any cost actually incurred by the Agency in respect of those Agency Assets;</p> <p>operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Agency in the provision of the Goods or Services; and</p> <p>Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Goods or Services;</p>
	<p>but excluding:</p>

	Overhead; financing or similar costs;
	<p>maintenance and support costs to the extent that these relate to maintenance and/or support Goods or Services provided beyond the Order Contract Period whether in relation to Agency Assets or otherwise;</p> <p>taxation;</p> <p>finances and penalties;</p> <p>amounts payable under Order Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>non-cash items (including depreciation, amortisation, impairments and movements in provisions);</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"	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 DPS Appointment 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 Delay Payments (if applicable), or any other deduction which the Client is paid or is payable to the Client under a Order Contract;

"Default"	any breach of the obligations of the Agency (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Agency, of its Subcontractors or any Agency Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Agency is liable to the Relevant Authority;
"Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of DPS Schedule 5 (Management Charges and Information);
"Delay Payments"	the amounts (if any) payable by the Agency to the Client in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Goods or Services"	Service and/or Goods that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Goods or Services or Milestone in accordance with the terms of an Order Contract as confirmed and accepted by the Client by the either (a) confirmation in writing to the Agency; or (b) where Order Schedule 13 (Implementation Plan and

	Testing) is used issue by the Client 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 Agency to the Client under a Contract as:

	<p>would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Client to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Goods or Services</p> <p>is required by the Agency in order to provide the Goods or Services; and/or</p> <p>has been or shall be generated for the purpose of providing the Goods or Services;</p>
"DOTAS"	<p>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;</p>
"DPA 2018"	<p>the Data Protection Act 2018;</p>
"DPS Appointment Form"	<p>the document outlining the DPS Incorporated Terms and crucial information required for the DPS Contract, to be executed by the Agency and CCS;</p>

"DPS Contract"	the DPS agreement established between CCS and the Agency in accordance with Regulation 33 by the DPS Appointment Form for the provision of the Goods or Services to Clients by the Agency pursuant to the FTS Notice;
"DPS Contract Period"	the period from the DPS Start Date until the End Date of the DPS Contract;
"DPS Expiry Date"	the scheduled date of the end of the DPS Contract as stated in the DPS Award Form;
"DPS Incorporated Terms"	the contractual terms applicable to the DPS Contract specified in the DPS Award Form;
"DPS Optional Extension Period"	such period or periods beyond which the DPS Contract Period may be extended as specified in the DPS Appointment Form;
"DPS Price(s)"	the price(s) applicable to the provision of the Goods or Services set out in DPS Schedule 3 (DPS Prices);

"DPS Special Terms"	any additional terms and conditions specified in the DPS Appointment Form incorporated into the DPS Contract;
"DPS Start Date"	the date of start of the DPS Contract as stated in the DPS Appointment Form;
"DPS Suppliers"	all suppliers able to bid for work following the conclusion of the procurement under the FTS Notice;
"DPS Tender Response"	the tender submitted by the Agency to CCS and annexed to or referred to in DPS Schedule 2 (DPS Tender);
"Due Diligence Information"	any information supplied to the Agency 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>the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or</p> <p>if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;</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 Client;
"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;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Client in the first Contract Year specified in the Order Form;

"Estimated Yearly Charges"	<p>means for the purposes of calculating each Party's annual liability under clause 11.2:</p> <p>i) in the first Contract Year, the Estimated Year 1 Charges; or</p> <p>ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Order Contract Year; or</p>
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	iii) after the end of the Order Contract, the Charges paid or payable in the last Contract Year during the Order Contract Period;
"Exempt Buyer"	a public sector purchaser that is: eligible to use the DPS Contract; and g) is entering into an Exempt Order Contract that is not subject to (as applicable) any of:
	<ul style="list-style-type: none"> i) the Regulations; ii) the Concession Contracts Regulations 2016 (SI 2016/273); iii) the Utilities Contracts Regulations 2016 (SI 2016/274); iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848); v) the Remedies Directive (2007/66/EC); vi) Directive 2014/23/EU of the European Parliament and Council; vii) Directive 2014/24/EU of the European Parliament and Council; viii) Directive 2014/25/EU of the European Parliament and Council; or ix) Directive 2009/81/EC of the European Parliament and Council;
"Exempt Order Contract"	the contract between the Exempt Buyer and the Agency for Services which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the DPS Contract;

"Exempt Procurement Amendments"	any amendments, refinements or additions to any of the terms of the DPS Contract made through the Exempt Order Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;

"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 DPS Expiry Date or the Order Expiry Date (as the context dictates);
"Extension Period"	the DPS Optional Extension Period or the Order Optional Extension Period as the context dictates;

"Filter Categories"	The number of Categories specified in DPS Schedule 1 (Specification), if applicable;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	<p>any event outside the reasonable control of either Party affecting its 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:</p> <ul style="list-style-type: none"> a) riots, civil commotion, war or armed conflict; b) acts of terrorism; c) acts of government, local government or regulatory bodies; d) fire, flood, storm or earthquake or other natural disaster,

	but excluding any industrial dispute relating to the Agency, the Agency Staff or any other failure in the Agency 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;
"Further Competition Procedure"	the further competition procedure described in DPS Schedule 7 (Order Award Procedure);
"GCS"	the professional body for public service communicators working in government departments, agencies and arm's length bodies;
"GCS Management Charge"	the sum specified in the DPS Appointment Form payable by Central Government Bodies to the Agency on behalf of CCS;

"General Anti-Abuse Rule"	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 Agency) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Agency as specified in DPS Schedule 1 (Specification) and in relation to an Order 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"	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:
	<ul style="list-style-type: none"> i) are supplied to the Agency by or on behalf of the Authority; or ii) the Agency 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 Client's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Order Start Date (a copy of which has been supplied to the Agency), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:
	<ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Goods or Services and the Agency's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the DPS 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; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and e) 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 Goods or Services set out in Order Schedule 13 (Implementation Plan and Testing) where that

	Schedule is used or otherwise as agreed between the Agency and the Client;
"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;
"Indexation"	the adjustment of an amount or sum in accordance with DPS Schedule 3 (DPS Prices) and the relevant Order Form;
"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 DPS Appointment 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</p>

	<p>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> <p>(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;</p>
"Intellectual Property Rights" or "IPR"	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	<p>the address to which the Agency shall invoice the Client as specified in the Order Form;</p>

"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 Goods or Services or otherwise provided and/or licensed by the Agency (or to which the Agency has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same income tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Joint Controller Agreement"	the agreement (if any) entered into between the Relevant Authority and the Agency substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Performance Indicators" or "KPIs"	the performance measurements and targets in respect of the Agency's performance of the DPS Contract set out in DPS Schedule 4 (DPS Management);

"Key Staff"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <ul style="list-style-type: none"> a) which is relied upon to deliver any work package within the Goods or Services in their entirety; and/or b) which, in the opinion of CCS or the Client performs (or would perform if appointed) a critical role in the provision of all or any part of the Goods or Services; and/or c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Order Contract, <p>and the Agency shall list all such Key Subcontractors on the Platform and in the Key Subcontractor Section in the Order Form;</p>

"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Goods or Services 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 with which the relevant Party is bound to comply;
"Letter of Appointment Template"	the template in DPS Schedule 6 (Letter of Appointment Template and Order Schedules);
"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;

"Management Charge"	the sum specified on the Platform payable by the Agency to CCS in accordance with DPS Schedule 5 (Management Charges and Information);
"Management Information" or "MI"	the management information specified in DPS 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"	<p>means when an MI report:</p> <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) 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 Authority in accordance with DPS Schedule 5 (Management Charges and Information);
"MI Reporting Template"	means the form of report set out in the Annex to DPS Schedule 5 (Management Charges and Information) setting out the information the Agency is required to supply to the Authority;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"Moral Rights"	all rights described in Part I, Chapter IV of the Copyright Designs and Patents Act 1988 and any similar rights of authors anywhere in the world;

"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>x) IPR in items created by the Agency (or by a third party on behalf of the Agency) 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>xi) IPR in or arising as a result of the performance of the Agency's obligations under a Contract and all updates and amendments to the same;</p>
	but shall not include the Agency's Existing IPR;
"Occasion of Tax Non-Compliance"	where:
	<p>1. any Tax return of the Agency 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>

	<p>i) a Relevant Tax Authority successfully challenging the Agency 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;</p> <p>ii) the failure of an avoidance scheme which the Agency 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> <p>2. any Tax return of the Agency 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>
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"Open Book Data"	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 Order Contract, including details and all assumptions relating to:
	<p>a) the Agency'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 Goods or Services;</p> <p>b) operating expenditure relating to the provision of the Goods or Services including an analysis showing:</p> <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Goods or Services; ii) staff costs broken down into the number and grade/role of all Agency Staff (free of any contingency) together with a list of actual hours worked from the time recording system and agreed rates against each grade; iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Agency Profit Margin; and iv) Reimbursable Expenses, if allowed under the Order Form; <p>c) Overheads;</p> <p>d) all interest, expenses and any other third-party financing costs incurred in relation to the provision of the Goods or Services;</p> <p>e) the Agency Profit achieved over the DPS Contract Period and on an annual basis;</p> <p>f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Agency;</p> <p>g) an explanation of the type and value of risk and contingencies associated with the provision of the Goods or Services, including the amount of money attributed to each risk and/or contingency; and</p>

	h) the actual Costs profile for each Service Period;
"Order"	means an order for the provision of the Goods or Services placed by a Client with the Agency under a Contract;
"Order Contract"	the contract between the Client and the Agency (entered into pursuant to the provisions of the DPS Contract), which consists of the terms set out and referred to in the Order Form including any subsequently agreed Statements of Work;
"Order Contract Period"	the Contract Period in respect of the Order Contract;

"Order Expiry Date"	the scheduled date of the end of a Order Contract as stated in the Order Form;
"Order Form"	a completed Letter of Appointment Template (or equivalent information issued by the Client) used to create a Order Contract;
"Order Incorporated Terms"	the contractual terms applicable to the Order Contract specified under the relevant heading in the Order Form;
"Order Initial Period"	the Initial Period of an Order Contract specified in the Order Form;
"Order Optional Extension Period"	such period or periods beyond which the Order Initial Period may be extended as specified in the Order Form;
"Order Procedure"	the process for awarding an Order Contract pursuant to Clause 2 (How the contract works) and DPS Schedule 7 (Order Award Procedure);

"Order Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Order Contract;
"Order Start Date"	the date of start of an Order Contract as stated in the Order Form;
"Other Contracting Authority"	any actual or potential Client under the DPS Contract;

"Overhead"	those amounts which are intended to recover a proportion of the Agency'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 Agency 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 DPS Contract, CCS or the Agency, and in the context of an Order Contract the Client or the Agency. "Parties" shall mean both of them where the context permits;
"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;
“Platform”	The online application operated on behalf of CCS to facilitate the technical operation of the DPS;
“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 GDPR;
“Processor”	has the meaning given to it in the GDPR;

"Progress Meeting"	a meeting between the Client Authorised Representative and the Agency Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Agency shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Agency indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Agency shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	2to directly or indirectly offer, promise or give any person working for or engaged by a Client or any other public body a financial or other advantage to:
	<ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or

	ii) reward that person for improper performance of a relevant function or activity;
	b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or c) committing any offence:
	1.1.1 under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or 1.1.2 under legislation or common law concerning fraudulent acts; or 1.1.3 defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or
	d) 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;
"Proposal"	the tender submitted by the Agency in response to the Client's Brief following a Further Competition Procedure and set out at Order Schedule 4 (Order Proposal);

"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 DPS Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the DPS Contract or Order Schedule 9 (Security), if applicable, in the case of an Order Contract.
"Recall"	a request by the Agency to return Goods to the Agency 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 Agency's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:</p> <ul style="list-style-type: none"> a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and

	c) the steps which the Agency 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 Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	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 Client's expenses policy current from time to time, but not including:
	<ul style="list-style-type: none"> a) travel expenses incurred as a result of Agency 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 b) subsistence expenses incurred by Agency 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 Authority's Confidential Information"	<p>a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</p>
	information derived from any of the above;
"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 Agency is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.5 given by the Agency to the Client providing notification that payment has not been received on time;
"Replacement Agency"	any third-party provider of Replacement Goods or Services appointed by or at the direction of the Client from time to time or where the Client is providing Replacement Goods or Services for its own account, shall also include the Client;
"Replacement Goods or Services"	any deliverables which are substantially similar to any of the Goods or Services and which the Client receives in substitution for any of the Goods or Services following the Order Expiry Date, whether those goods are provided by the Client internally and/or by any third party;

"Replacement Subcontractor"	a Subcontractor of the Replacement Agency to whom Transferring Agency Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Goods or Services 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;
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in of Part B of Order Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Order Schedule 13 is not used in this Contract) granted by the Buyer when the Agency has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Security Management Plan"	the Agency's security management plan prepared pursuant to Order Schedule 9 (Security) (if applicable);

"Security Policy"	the Client's security policy, referred to in the Order Form, in force as at the Order Start Date (a copy of which has been supplied to the Agency) , as updated from time to time and notified to the Agency;
"Self Audit Certificate"	means the certificate in the form as set out in DPS 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 Levels"	any service levels applicable to the provision of the Goods or Services 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;

"Services"	services made available by the Agency as specified in DPS Schedule 1 (Specification) and in relation to a Order Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Goods or Services (or any part of the Goods or Services), for whatever reason, from the Agency or any Subcontractor to a Replacement Agency or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	any premises (including the Client Premises, the Agency's premises or third party premises) from, to or at which:
	<ul style="list-style-type: none"> a) the Goods or Services are (or are to be) provided; or b) the Agency manages, organises or otherwise directs the provision or the use of the Goods or Services;

"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;
"Special Terms"	any additional Clauses set out in the DPS Appointment 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 Client and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Goods or Services is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in DPS Schedule 1 (Specification), as may, in relation to an Order Contract, be supplemented by the Order Form;
"Standards"	any: <ul style="list-style-type: none"> a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International

	<p>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 Agency would reasonably and ordinarily be expected to comply with;</p> <p>b) standards detailed in the specification in DPS Schedule 1 (Specification);</p> <p>c) standards detailed by the Client in the Order Form or agreed between the Parties from time to time;</p> <p>d) relevant Government codes of practice and guidance applicable from time to time;</p>
"Start Date"	in the case of the DPS Contract, the date specified on the DPS Appointment Form, and in the case of an Order Contract, the date specified in the Order Form;
"Statement of Work"	a supplemental Order under an Order Contract to refine the Goods or Services needed to complete the Brief;
"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 an Order Contract or the DPS Contract, pursuant to which a third party:
	<ul style="list-style-type: none"> a) provides the Goods or Services (or any part of them); b) provides facilities or services necessary for the provision of the Goods or Services (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Goods or Services (or any part of them);
"Subcontractor"	any person other than the Agency, 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"	means the Agency;

"Supplier Assets"	all assets and rights used by the Agency to provide the Goods or Services in accordance with the Order Contract but excluding the Client Assets;
"Supplier Authorised Representative"	the representative appointed by the Agency named in the DPS Appointment Form, or later defined in an Order Contract;
"Supplier's Confidential Information"	<ul style="list-style-type: none"> c) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Agency (including the Agency Existing IPR) trade secrets, Know-How, and/or personnel of the Agency; d) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Agency's attention or into the Agency's possession in connection with a Contract; e) Information derived from any of (a) and (b) above;
"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Agency to oversee the operation of the Order Contract and any alternative person whom the Agency intends to appoint to the role, provided that the Agency informs the Buyer prior to the appointment;

"Supplier Equipment"	the Agency's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Agency (but not hired, leased or loaned from the Client) in the performance of its obligations under this Order Contract;
"Supplier Marketing Contact"	shall be the person identified in the DPS Appointment Form;
"Supplier Non-Performance"	<p>where the Agency has failed to:</p> <ul style="list-style-type: none"> o) Achieve a Milestone by its Milestone Date; p) provide the Goods and/or Services in accordance with the Service Levels; and/or q) comply with an obligation under a Contract;
"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 Order Contract for the relevant period;

"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Agency 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;
"Supporting Documentation"	sufficient information in writing to enable the Client to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Order Contract detailed in the information are properly payable;
"Tax"	<ul style="list-style-type: none"> a) all forms of taxation whether direct or indirect; b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction; c) 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 d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above, in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;
"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 Goods or Services from their requirements as set out in an Order Contract;
"Test Plan"	a plan:
	<ul style="list-style-type: none"> a) for the Testing of the Goods or Services; and b) setting out other agreed criteria related to the achievement of Milestones;
"Tests"	any tests required to be carried out pursuant to an Order Contract as set out in the Test Plan or elsewhere in an Order Contract and "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 Agency for the purpose of providing the Goods or Services;

"Transferring Supplier Employees"	those employees of the Agency and/or the Agency's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	<p>the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for –</p> <p>(i) 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>(ii) Commercially Sensitive Information;</p>
"Transparency Reports"	the information relating to the Goods or Services and performance of the Contracts which the Agency is required to provide to the Buyer in accordance with the reporting requirements in Order Schedule 1 (Transparency Reports);
"UK GDPR"	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);

"Variation"	any change to a Contract;
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"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;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	any one of the Agency Staff which the Client, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-

	note-0815-tax-arrangements-of-appointees) applies in respect of the Goods or Services;
"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"	8.0 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 Agency Staff properly working on the provision of the Goods or Services including time spent travelling (other than to and from the Agency's offices, or to and from the Sites) but excluding lunch breaks.

EXAMPLE ONLY - Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details	
This variation is between:	[delete] as applicable: CCS / Client] (" CCS " " the Client ")
	And [insert] name of Agency] (" the Agency ")
Contract name:	[insert] name of contract to be changed] (" the Contract ")
Contract reference number:	[insert] contract reference number]

Details of Proposed Variation	
Variation initiated by:	[delete] as applicable: CCS/Client/Agency]
Variation number:	[insert] variation number]
Date variation is raised:	[insert] date]
Proposed variation	
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:	[Agency to insert] assessment of impact]	
Outcome of Variation		
Contract variation:	<p>This Contract detailed above is varied as follows:</p> <ul style="list-style-type: none"> • [CCS/Client to insert] original Clauses or Paragraphs to be varied and the changed clause] 	
Financial variation:	Original Contract Value:	£ [insert] amount]

	Additional cost due to variation:	£ [insert] amount]
	New Contract value:	£ [insert] amount]

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 **[delete]** as applicable: CCS / Client]
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 **[delete]** as applicable: CCS / Client]

Signature

Date

Name (in
Capitals)

Address

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

Signature

Date

RM6124 – Communications Marketplace DPS

Project Version: v1.0

Name (in
Capitals)

Address

Joint Schedule 3 (Insurance Requirements)

1. THE INSURANCE YOU NEED TO HAVE

1.1 The Agency 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 Order Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Agency shall ensure that each of the Insurances is effective no later than:

- 1.1.1 the DPS 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 Order 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 reputé in the international insurance market; and
- 1.2.4 maintained for at least six (6) years after the End Date.

- 1.3 The Agency 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 Goods or Services and for which the Agency is legally liable.

2. HOW TO MANAGE THE INSURANCE

- 2.1 Without limiting the other provisions of this Contract, the Agency shall:

- 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Goods or Services 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 Agency 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 YOU AREN'T INSURED

- 3.1 The Agency 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 Agency 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 Agency to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Agency.

4. EVIDENCE OF INSURANCE YOU MUST PROVIDE

- 4.1 The Agency 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. MAKING SURE YOU ARE INSURED TO THE REQUIRED AMOUNT

- 5.1 The Agency 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 Agency 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 Agency 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 Agency 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 Agency 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 Agency shall promptly notify to insurers any matter arising from, or in relation to, the Goods or Services, 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 Goods or Services, the Agency 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 Agency 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 Goods or Services 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 Agency 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 Agency shall be liable for such excess or deductible. The Agency 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

The Agency shall hold the following standard insurance cover from the DPS Start Date in accordance with this Schedule:

- 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);
- 2. public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than two million pounds (£1,000,000); and
- 3. employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) with a minimum limit of indemnity as required by Law.

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 Agency'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 table below and in the Order Form (which shall be deemed incorporated into the table 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:

No.	Date	Item(s)	Duration of Confidentiality
	[insert date]	[insert details]	[insert duration]

IF APPLICABLE - Joint Schedule 6 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Agency is entitled to sub-contract its obligations under the DPS Contract to the Key Subcontractors identified on the Platform but this does not remove or reduce the Agency's liability for its performance of the Contract.
- 1.2 The Agency is entitled to sub-contract its obligations under an Order Contract to Key Subcontractors listed on the Platform who are specifically nominated in the Order Form but this does not remove or reduce the Agency's liability for its performance of the Contract.
- 1.3 Where during the Contract Period the Agency wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Client and the Agency shall, at the time of requesting such consent, provide CCS and the Client with the information detailed in Paragraph 1.4. The decision of CCS and the Client to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to the Platform. Where the Client consents to the appointment of a new Key Subcontractor then they will be added to the Key Subcontractor section of the Order Form. CCS and the Client may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:

- 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Goods or Services or may be contrary to its interests;
- 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
- 1.3.3 the proposed Key Subcontractor employs unfit persons.

- 1.4 The Agency shall provide CCS and the Client with the following information in respect of the proposed Key Subcontractor:

- 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
- 1.4.2 the scope/description of any Goods or Services to be provided by the proposed Key Subcontractor;
- 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Agency, evidence that demonstrates to the reasonable satisfaction of the CCS and the Client that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
- 1.4.4 for the Client, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Order Contract Period; and
- 1.4.5 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.

1.5 If requested by CCS and/or the Client, within ten (10) Working Days of receipt of the information provided by the Agency pursuant to Paragraph 1.4, the Agency shall also provide:

- 1.5.1 a copy of the proposed Key Sub-Contract; and
- 1.5.2 any further information reasonably requested by CCS and/or the Client.

1.6 The Agency shall ensure that each new or replacement Key Sub-Contract shall include:

- 1.6.1 provisions which will enable the Agency to discharge its obligations under the Contracts including without limitation Order Schedule 15 (Order Contract Management);
- 1.6.2 a right under CRTPA for CCS and the Client to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Client respectively;

- 1.6.3 a provision enabling CCS and the Client to enforce the Key Sub-Contract as if it were the Agency;
- 1.6.4 a provision enabling the Agency to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Client;
- 1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Agency under the DPS Contract in respect of:
 - (a) the data protection requirements set out in Clause 14 (Data protection);
 - (b) the confidentiality requirements set out in Clause 15 (What you must keep confidential);
 - (c) the FOIA and other access request requirements set out in Clause 16 (When you can share information);
 - (d) the obligation not to embarrass CCS or the Client or otherwise bring CCS or the Client into disrepute;
 - (e) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - (f) the conduct of audits set out in Clause 6 (Record keeping and reporting);
- 1.6.6 provisions enabling the Agency to terminate the Key Sub-Contract on notice on terms no more onerous on the Agency than those imposed on CCS and the Client under Clauses 10.4 (When CCS or the Client can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and
- 1.6.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Goods or Services provided to the Agency under the Key Sub-Contract without first seeking the written consent of CCS and the Client.

EXAMPLE ONLY - Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Default:	[Guidance: Explain the Default, with clear schedule and clause references as appropriate]		
Deadline for receiving the [Revised] Rectification Plan:	[add] date (minimum 10 days from request)]		
Signed by [CCS/Client] :		Date:	
Agency [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 rectification:	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 Agency:		Date:	

Review of Rectification Plan [CCS/Client]			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add] reasons]		
Signed by [CCS/Client]		Date:	

2.

Order Schedule 5 (Pricing Details)

Annex B – expenses

You will be able to claim back travel, accommodation, and subsistence costs in line with DfE policy. You will need to provide evidence of itemised receipts and any justification where the option chosen is not the most cost-effective for audit purposes.

A breakdown of these is provided below:

Train travel

When travelling by rail you should always use the most cost-effective option, preferably pre-booking your tickets to travel on specific (timed) trains, as these are often the cheapest. First class tickets should never be booked unless they are the cheapest option.

You can book an anytime ticket if you are unsure what time your official business will finish, or where this is the cheapest option. Otherwise, you should still book a restricted (advance or set time) ticket for your outward journey where this is the cheaper option.

If you book a ticket other than an advance standard ticket, you must obtain your line manager’s written approval. Use the drop-down options box on Lightning indicating the reason.

Exceptionally, first-class travel can be booked if one or more of the following applies:

- where disability or a workplace adjustment means that you would not be able to secure suitable facilities in standard class
- where the overall cost of the first-class ticket is less than the overall cheapest ticket for standard class. If applicable, you must keep evidence of the relevant price comparisons (such as a screen shot from the booking page) for audit purposes.

Car travel

The department is committed to promoting more sustainable travel options. You are encouraged to use public rather than private transport unless there is a strong business case for the latter. You should consider whether car travel is the most appropriate means of transport, bearing in mind costs, efficiency, and sustainability.

The following principles must be considered if you need to travel by car:

RM6124 – Communications Marketplace DPS

- public transport should be considered first
- hire cars should be considered prior to private car use

Where travelling in your private car provides better value for money for the department, as it cannot be reasonably made using any other mode of transport, mileage can be claimed at:

- 45p per mile for the first 10,000 business miles in a tax year
- 25p per mile thereafter

The department will reimburse, tolls, ferry fees, and congestion charges necessarily incurred on official business. Such costs must be receipted where possible, or other evidence of expenditure provided e.g. evidence of mileage before and after the required journey.

The department will reimburse the costs of parking necessarily incurred. You are personally responsible for any parking fines. The department accepts no liability.

If you are required to transport heavy or large items on official business which cannot be carried on public transport, you should book a suitable hire vehicle.

Taxi travel

Use of taxis is not an entitlement and journeys should normally be made by public transport, particularly in London.

Taxi travel is often expensive, so claims may only be made in limited circumstances. Acceptable reasons for using a taxi include:

- where no suitable public transport is available, especially when travelling early in the morning or late at night before public transport starts or is running regularly
- where you are in an unfamiliar location and uncertain of public transport
- where you are concerned about your safety
- if a taxi is shared, and the combined cost of public transport is greater.

Subsistence

You should only claim subsistence expenses for costs above what you would have normally spent at your usual place of work.

The amount you can claim for subsistence changes depending on how long you're away from your usual place of work.

Period of absence from permanent place of work	Receipted actuals up to a limit of
Over 5 hours and there's no food provided: 1 meal.	£5
Over 10 hours and there's no food provided: 2 meals.	£10
Over 12 hours and there's no food provided: 3 meals.	£13.80
Over 24 hours and breakfast is included in the hotel rate.	£21.25

RM6124 – Communications Marketplace DPS

If breakfast is NOT included in hotel rate, then you have the maximum cost of another meal added to the 24-hour allowance above.	£5
You have an allowance for breakfast on day 1 - if your official journey starts before 6.00am and is part of an overnight stay.	£5
If you're away more than 24 hours and staying with friends or family, you can claim receipted actuals for lunch and an evening meal	£21.25

Please note itemised receipts must be provided for all expense claims or DfE will not be able to reimburse the costs.

Accommodation

Hotel stays are a significant cost for the department. Bookers are responsible for ensuring no expenses are incurred unless they are necessary. You must not book accommodation when the journey is within daily travelling.

Standard DfE limits (per night) are:

- London- £150.00
- Elsewhere in UK- £100.00

No accommodation costs can be claimed if you choose to stay with friends or family rather than a hotel.

Individuals should ensure they fully understand the cancellation terms and conditions before booking a hotel room to minimise penalties. You should aim, wherever possible, to only make a booking where there is no cancellation fee.

Order Schedule 7 (Key Agency Staff)

- 1.1 The Order Form (Letter of Appointment) lists the key roles (“**Key Roles**”) and names of the persons who the Agency shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Agency shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Client may identify any further roles as being Key Roles and, following agreement to the same by the Agency, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Agency shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Client or the Client Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person’s employment or contractual arrangement with the Agency or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Agency shall:
 - 1.5.1 notify the Client promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Agency shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a

material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;

- 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Goods or Services; and
- 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

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

Order 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):

"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 Goods or Services, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);

"Disaster Recovery Goods or Services" the Goods or Services embodied in the processes and procedures for restoring the provision of Goods or Services 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 Goods or Services following the occurrence of a Disaster;

"Related Agency" any person who provides Goods or Services to the Client which are related to the Goods or Services from time to time;

"Review Report" has the meaning given to it in Paragraph 6.3 of this Schedule; and

"Agency's Proposals" has the meaning given to it in Paragraph 6.3 of this Schedule;

2. **BCDR Plan**

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

2.2 Within 10 Working Days of the Start Date the Agency shall prepare and deliver to the Client for the Client's written approval a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Agency 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 Goods or Services; and

2.2.2 the recovery of the Goods or Services 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**").

2.4 Following receipt of the draft BCDR Plan from the Agency, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

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 Goods or Services and any goods and/or services provided to the Client by a Related Agency;
- 3.1.3 contain an obligation upon the Agency to liaise with the Client and any Related Agencies 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 Client and any of its other Related Agency in each case as notified to the Agency by the Client 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 Goods or Services and processes for managing those risks;
 - (c) identification of risks arising from the interaction of the provision of Goods or Services with the goods and/or services provided by a Related Agency; 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 Agency (and any Subcontractors) and for the Client;
- 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 Client 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 Client as required by the Client to inform decisions in support of the Client's business continuity plans.

3.2 The BCDR Plan shall be designed so as to ensure that:

- 3.2.1 the Goods or Services 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.
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- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Goods or Services and the business operations supported by the provision of Goods or Services.
 - 3.4 The Agency shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Agency 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 Goods or Services remain supported and to ensure continuity of the business operations supported by the Services including:
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- 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 Goods or Services; and
 - 4.1.2 the steps to be taken by the Agency upon resumption of the provision of Goods or Services in order to address the effect of the failure or disruption.
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- 4.2 The Business Continuity Plan shall:
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- 4.2.1 address the various possible levels of failures of or disruptions to the provision of Goods or Services;
- 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 Goods or Services;

- 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 Goods or Services 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 Agency ensures continuity of the business operations of the Client 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 Agency'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 Client Premises;
- 5.2.2 loss of utilities to the Client Premises;
- 5.2.3 loss of the Agency'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 Goods or Services during any period of invocation of the Disaster Recovery Plan;
- 5.2.11 details of how the Agency 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 Agency 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 Agency 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 Client 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 Agency shall conduct such reviews in accordance with the Client's written requirements. Prior to starting its review, the Agency shall provide an accurate written estimate of the total costs payable by the Client for the Client's approval. The costs of both Parties of any such additional reviews shall be met by the Client except that the Agency shall not be entitled to charge the Client for any costs that it may incur above any estimate without the Client'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 Goods or Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to 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 Agency within such period as the Client shall reasonably require.

6.3 The Agency shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Client a report (a "**Review Report**") setting out the Agency's proposals (the "**Agency'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 Agency's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Agency's Proposals. If the Parties are unable to agree Review Report and the Agency'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 Agency shall as soon as is reasonably practicable after receiving the approval of the Agency's Proposals effect any change in its practices or procedures necessary so as to give effect to the Agency's Proposals. Any such change shall be at the Agency's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Goods or Services.

7. Testing the BCDR Plan

- 7.1 The Agency 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 Goods or Services
- 7.1.3 at any time where the Client considers it necessary (acting in its sole discretion).

- 7.2 If the Client requires an additional test of the BCDR Plan, it shall give the Agency written notice and the Agency shall conduct the test in accordance with the Client's requirements and the relevant provisions of the BCDR Plan. The Agency's costs of the additional test shall be borne by the Client unless the BCDR Plan fails the additional test in which case the Agency's costs of that failed test shall be borne by the Agency.
- 7.3 The Agency shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Client and shall liaise with the Client in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Client.

- 7.4 The Agency shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Client. Copies of live test data used in any such testing shall be (if so required by the Client) destroyed or returned to the Client on completion of the test.
- 7.5 The Agency shall, within twenty (20) Working Days of the conclusion of each test, provide to the Client 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 Agency's proposals for remedying any such failures.

- 7.6 Following each test, the Agency shall take all measures requested by the Client to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Agency, at its own cost, by the date reasonably required by the Client.

8. Invoking the BCDR Plan

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

9. Circumstances beyond your control

- 9.1 The Agency 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.

Order Schedule 9 (Security)

Part A: Short Form Security Requirements

3. Definitions

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

"Breach of Security"

the occurrence of:

- 1.2 any unauthorised access to or use of the Goods or Services, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Client and/or the Agency in connection with this Contract; and/or
- 1.3 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 Client

and/or the Agency in connection with this Contract,

in either case as more particularly set out in the Security Policy where the Client has required compliance therewith in accordance with paragraph 2.2;

"Security Management Plan"

the Agency's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Agency to the Client and as updated from time to time.

4. Complying with security requirements and updates to them

- 4.1 The Client and the Agency recognise that, where specified in DPS Schedule 4 (DPS Management), CCS shall have the right to enforce the Client's rights under this Schedule.
- 4.2 The Agency shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Client that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Agency fully complies with the Security Policy.
- 4.3 Where the Security Policy applies the Client shall notify the Agency of any changes or proposed changes to the Security Policy.
- 4.4 If the Agency believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Goods or Services it may propose a Variation to the Client. In doing so, the Agency 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.

- 4.5 Until and/or unless a change to the Charges is agreed by the Client pursuant to the Variation Procedure the Agency shall continue to provide the Goods or Services in accordance with its existing obligations.

5. **Security Standards**

- 5.1 The Agency acknowledges that the Client places great emphasis on the reliability of the performance of the Goods or Services, confidentiality, integrity and availability of information and consequently on security.
- 5.2 The Agency shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
- 5.2.1 is in accordance with the Law and this Contract;
 - 5.2.2 as a minimum demonstrates Good Industry Practice;
 - 5.2.3 meets any specific security threats of immediate relevance to the Goods or Services and/or the Government Data; and
 - 5.2.4 where specified by the Client in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 5.3 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 Agency from time to time.
- 5.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Agency should notify the Client's Representative of such inconsistency immediately

upon becoming aware of the same, and the Client's Representative shall, as soon as practicable, advise the Agency which provision the Agency shall be required to comply with.

6. Security Management Plan

6.1 Introduction

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

6.2 Content of the Security Management Plan

6.2.1 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 Agency;
- c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Client with access to the Goods or Services, processes

associated with the provision of the Goods or Services, the Client Premises, the Sites and any ICT, Information and data (including the Client'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 Goods or Services;

- d) be developed to protect all aspects of the Goods or Services and all processes associated with the provision of the Goods or Services, including the Client Premises, the Sites, and any ICT, Information and data (including the Client's Confidential Information and the Government Data) to the extent used by the Client or the Agency 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 Goods or Services;
- e) set out the security measures to be implemented and maintained by the Agency in relation to all aspects of the Goods or Services and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Goods or Services comply with the provisions of this Contract;
- f) set out the plans for transitioning all security arrangements and responsibilities for the Agency 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 Agency and the Client engaged in the provision of the Goods or Services and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

6.3 Development of the Security Management Plan

- 6.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Agency shall prepare and deliver to the Client for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 6.3.2 If the Security Management Plan submitted to the Client 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 Agency shall amend it within ten (10) Working Days of a notice of non-approval from the Client and re-

submit to the Client 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 Client. If the Client does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

- 6.3.3 The Client 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 Client 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.
- 6.3.4 Approval by the Client 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 Agency of its obligations under this Schedule.

6.4 Amendment of the Security Management Plan

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

- a) emerging changes in Good Industry Practice;
- b) any change or proposed change to the Goods or Services 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 Client.

6.4.2 The Agency shall provide the Client 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 Client. 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.

6.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Agency 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 Client or otherwise) shall be subject to the Variation Procedure.

6.4.4 The Client 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.

7. Security breach

7.1 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.

7.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Agency shall:

7.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Client) 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 Client and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
- c) prevent an equivalent breach in the future exploiting the same cause failure; and
- d) as soon as reasonably practicable provide to the Client, where the Client 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 Client.

7.3 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 Client.

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):

“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;
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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 Goods or Services;
 - (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 Agency 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*);
- (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;
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- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
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- (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
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- (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.
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7. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (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 6 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

RM6124 – Communications Marketplace DPS

- (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 Relevant 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 Relevant Authority may on not less than thirty (30) Working Days' notice to the Agency amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

17. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

Independent Controllers of Personal Data

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.

19. 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.

20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 8 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.

21. 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.

22. 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*).

23. 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.
24. 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.
25. 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.
-

26. 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.
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27. 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*).

28. 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*).

RM6124 – Communications Marketplace DPS

29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Agency 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 18 to 27 of this Joint Schedule 11.
-

Annex 1 - Processing Personal Data

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

1.1.1.1 The contact details of the Relevant Authority’s Data Protection Officer are:

Neil.PALPHRAMAND@education.gov.uk.

The contact details of the Agency’s Data Protection Officer are: [REDACTED]

- 1.1.1.2 comply with any further written instructions with respect to Processing by the Controller.
- 1.1.1.3 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	The Relevant Authority is Controller and the Agency is Processor The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Agency is the Processor of the following Personal Data (see below)
Type of Personal Data	<i>Consent forms must be given for all staff and children within the educational setting</i> <i>Parental information on consent forms such as name and signature</i> <i>Names and photo identification of children involved in filming must be blurred out of the footage unless otherwise specified or safe to include.</i>
Categories of Data Subject	<i>Early Years Staff (including volunteers, agents, and temporary workers)</i> <i>Children aged 0-4 pupils</i> <i>Users of the Help for Early Years Providers website as well as the Early Years Child Development training service</i> <i>Parents</i>
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to	<i>The agency must supply digital copies of the consent forms. These will be stored under the departments retention policy. Hard copies are to be posted out to the department upon completion of this contract.</i>

preserve that type of data	
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Order Schedule 15 (Order Contract Management)

1. Definitions

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

"Contract Manager"	the manager appointed in accordance with paragraph 2.1 of this Schedule;
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2. Managing the contract

2.1. The Agency and the Client shall each appoint a Contract Manager for the purposes of this Contract through whom the provision of the Goods or Services shall be managed day-to-day.

2.2. The Parties shall ensure that appropriate resource and expertise is made available to deliver the aims, objectives and specific provisions of the Contract. The Client will give the Agency instructions as to its requirements for the Goods or Services. These will be included in a Statement of Work and may include start and end dates for each stage of the proposed Goods or Services.

2.3. During the Contract Period, the Agency will:

- 2.3.1. keep the Client fully informed as to the progress and status of all Goods or Services, by preparing and submitting written reports at such intervals and in such format as is agreed by the Parties; and
-

2.3.2. promptly inform the Client of any actual or anticipated problems relating to provision of the Goods or Services. Receipt of communication from the Agency by the Client does not absolve the Agency from its responsibilities, obligations or liabilities under the Contract.

2.4. During the Contract Period, the Parties' respective Contract Managers will arrange and attend meetings to review the status and progress of the Goods or Services and to seek to resolve any issues that have arisen. These meetings will be held at locations and intervals as agreed by the Parties.

2.5. Unless otherwise agreed in the Statement of Work, the Agency will produce contact reports providing each Party with a written record of matters of substance discussed at meetings or in telephone conversations between the parties within 3 Working Days of such discussions. If the Client does not question any of the subject matter of a contact report within 7 Working Days of its receipt, it will be taken to be a correct record of the meeting or telephone conversation.

3. 3. Approvals and Authority

3.1. For the purposes of this Order Schedule 15, any reference to Client Approval means written approval in one of the following ways:

3.1.1. the Client issuing a purchase order bearing the signature of an Authorised Client Approver;

3.1.2. email from the individual business email address of an Authorised Client Approver; or

3.1.3. the signature of an Authorised Client Approver on the Agency's documentation.

3.2. The Agency will seek the Client's prior Approval of:

3.2.1. any estimates or quotations for any costs to be paid by the Client that are not agreed in a Statement of Work; and

3.2.2. any creative treatments, including but not limited to scripts, messaging, storyboards, copy, layouts, design, artwork, or proposed marketing activity.

3.3. The Agency will seek the Client's prior Approval of any draft Goods or Services. The Client's Approval will be the Agency's authority to proceed with the use of the relevant Goods or

Services.

3.4. If the Client does not approve of any matter requiring Approval, it must notify the Agency of its reasons for disapproval within 14 days of the Agency's request.

3.5. If the Client delays approving or notifying the Agency as to its disapproval, the Agency will not be liable for any resulting delays or adverse impact caused to the delivery of the Statement of Work.

4. Monitoring Campaign Performance

4.1. The Agency agrees to provide access to data and support for Audits undertaken by the Client and its Auditors under the CRTPA relating to campaign performance under the Contract during and after campaigns.

4.2. The Agency will fully comply with all remote access requests.

4.3. The Auditor may share data with relevant key stakeholders as necessary to complete the work. Where the Client carries out an Audit it will own the resulting report and may share non-sensitive outcomes as appropriate.

4.4. The Agency and the Client will agree a plan to address Audit findings to optimise campaign performance.

5. Contract Risk Management

5.1. Both Parties will proactively manage risks attributed to them under the terms of this Contract.

5.2. The Agency will develop, operate, maintain and amend, as agreed with the Client, processes for:

5.2.1. the identification and management of risks;

5.2.2. the identification and management of issues; and

5.2.3. monitoring and controlling project plans.

6. International Work

6.1. The management and process for Client billing under Statements of Work including international work is to be agreed prior to the commencement of the Statement of Work and set out in the Statement of Work or Letter of Appointment.

Early Years Child Development Training Multimedia Content

**Request for Quotation under Crown Commercial Service Communications
Marketplace RM6124**

Department/Organisation: Department for Education

DPS Ref: ITT: itt_28615

Date Issued: 26/05/2023.
Response Deadline: 05/06/2023.

1. Context

1.1 Background

The earliest years are the most crucial stage of child development and attending early education lays the foundation for lifelong learning and supports children's social and emotional development.

Research shows that better interaction in EY settings and improving child outcomes is more likely to be achieved by 1) improving the quality of provision and 2) strong leadership. As such, the Department for Education (DfE) have designed an early years recovery programme focused on supporting practitioners and leaders, who are key to addressing the impact of the pandemic on the youngest children.

The government is investing up to £180 million in a package of training, qualifications, expert guidance and targeted support for the early years sector to support the learning and development of the youngest and most disadvantaged children.

Designed to support all areas of the early years sector, the package offers continuing professional development, with training on:

- child development
- communication and language, early maths and personal, social and emotional development.
- leadership of settings
- supporting caregivers in their home learning environment
- speech and language skills of children in reception year

Additional funding for qualifications for:

- graduate level specialist training leading to early years teacher status
- accredited level 3 early years SENCO qualification
- improving the Early Years Level 3 qualification

Support and guidance to early years settings through:

- stronger practice hubs
- experts and mentors

This procurement focuses on one strand of the early years education recovery programme, the **Early Years Child Development Training**. The DfE have launched a [new, universal online early years child development](#)

RM6124 – Communications Marketplace DPS

[training](#) to upskill practitioners and strengthen their knowledge of child development so they will be better able to support children in their care, particularly those whose development may have been impeded due to the covid pandemic.

This work builds on reforms to the Early Years Foundation Stage (EYFS) which became statutory in September 2021 and supports our aims of improving outcomes and closing the attainment gap at age 5.

The new Early Years Child Development training builds on the existing EYFS reforms online service - [Help for Early Years Providers](#) - and is primarily aimed at supporting childminders and early years practitioners in Private, Voluntary, Independent (PVI) and nursery settings to strengthen their child development knowledge and understanding. However, the training will be accessible for anyone who may find it useful and so the audience will stretch beyond practitioners to include, for example, nursery managers, parents, or students. The level of professional knowledge is variable and the videos will be used to supplement written content to re-enforce learning.

2. Requirements

2.1 The Requirement

User research from the development of the existing service shows that practitioners respond well to content that:

- is practical, relevant and can be implemented in their setting
- is bite-sized
- is easy to read and understand
- is not overly theoretical or academic
- is varied in style
- makes them feel confident and empowered.

The written content of the training is therefore supplemented with training videos, highlighting how the content can be applied in practice.

In order to develop the most useful and appropriate content this request for quotation (RFQ) seeks suitably experienced organisations or individuals to develop video content for the training platform to supplement the written content provided by a subject matter expert.

The digital infrastructure is built by the DfE's digital team. The scripts for the videos are provided by the Department for Education on behalf of the subject matter expert(s) developing the written content.

The successful bidder will be responsible for developing video content for different modules of the online training. **There are 4 modules in total where videos are required and we require a maximum of 6 videos (with a maximum length of 4 minutes each) per module.** Video briefs and scripts will be provided by DfE

RM6124 – Communications Marketplace DPS

and the organisation is expected to support development of a shot list from those scripts and video briefs. As this is an agile project which is continuously responding to user needs, the exact number of videos required could be subject to change.

It is expected that around 2-3 filming days are required for each module. At present, videos that have been produced have predominantly been scripted with voiceover over b-roll footage however, we have also produced some unscripted practitioner interviews and some animated videos. As we progress throughout the project, the type of videos may vary depending on the video briefs submitted by the subject matter expert. The style of videos needed to be produced will be discussed upon contract award.

During this contract, you will have access to existing raw footage and other assets we own. We may ask you to draw from these and use across the videos you produce. This will be discussed (if required) upon contract award.

Please see Annex 1 for examples of previous materials

2.2 Activities

The activities that the potential supplier will be required to deliver as part of this RFQ are:

2.6.1 Pre-production:

- Manage consent forms with the early years settings and ensure appropriate DBS checks in place for all crew members. **We will not cover the cost for your DBS checks.**
- Review and edit briefs and scripts submitted by the subject matter expert and support creation of shot lists from these scripts.
- Planning meetings with DfE and the early years settings to set expectations and guidelines, discuss logistics and Q&A.
- Creation and distribution of call sheets to production team including the setting and DfE colleagues.

2.6.2 Production:

Sound

- Early years settings are naturally very loud and busy environments. Some settings are large and others can be small and therefore sound can be difficult to pick up during production. Although some settings do offer quieter spaces depending on the type of filming taking place, it is essential that you can provide the appropriate sound equipment for all types of settings and environments.

Footage

- Use of a company mobile phone is permitted, provided there is a secure retention and deletion policy in place. However, due to the differences in quality of footage, we would not expect this to be the sole device for filming.
- It is important to ensure cameras are not too invasive for children or members of staff and are kept at an appropriate distance from activities.

- You will also need to work with the setting to ensure that you do not capture anyone on film who has not given consent.

Working With Staff at The Early Years Settings

- Work with members of staff who are early years professionals and not paid actors. Be personable and help to make staff members feel at ease and confident with filming which they may not have done before.
- Respect that the children (and staff) come first and staff will do what is best for the children
- Follow staff's advice and guidance at all times.
- Proactively capture footage which showcases best practice in the setting and the ethos of the setting (working with DfE and practitioners as required)

Photography

- Photography should be captured in a reportage fashion throughout the shoot.
- Photographs need to be of high quality.
- Post shoot images should be presented on PDF contact sheets for DfE review along with all image files. Images will be used throughout the training and may also feature in the training videos.
- Touch ups may be required to photographs, for example blurring out of identifiable information such as names and photos on pegs in the cloakroom or logos on uniform.

2.6.3 Post-production:

- Add background music and ensure we have rights in perpetuity.
- Record VO with voiceover artists as agreed with DfE.
- Confirm rights in perpetuity.

The editing process should include:

- A feedback platform where comments can be added at timecoded points
- Release of rough cut for client review as early as possible
- Review and feedback meeting with client.
- Edits to respond to feedback / add graphics / add music / VO (all as required) – you will have freedom over background music and additional graphics, to be discussed with DfE.
- Adding branding (guidelines to be supplied by DfE)
- Subsequent edits after each review/approval stage. There will be flexibility in the number of feedback rounds required (to be discussed upon contract award).
- Subtitles transcribed.
- SRT files created.'

2.3 Mandatory Outputs/Services Required

- Produce videos in batches as content is being created, including animated videos.
- Work within the timelines stated and agreed with DfE

- Provide videographer(s) at each setting – at least one but possibly two if the size of the setting warrants it
- Provide a photographer at each setting
- Provide a professional sound recordist to ensure we capture quality sound in a variety of settings at each setting.
- Access to and provision of professional voice over artists (male and female)
- Review scripts, suggest re-drafts (where required) and create shot lists following design standards.
- Production of content in the correct format as directed by DfE - Video file (MP4), Captions SRT file, Transcripts (open Txt)
- Ensure shooting is scheduled for specific days agreed with the setting and DfE
- Manage consent form process -sending to the settings and collecting them in on the day of filming to return to DfE as scanned copies
- Ensure all crew have cleared and checked DBS checks
- Ensure subsequent edits are completed in an agreed process and number of feedback rounds for sign-off
- Potential requirement to source a fact-checker for content produced.

2.4 Previous Experience and Other Criteria

Experience of and ability to produce animated videos is essential.

The capability and willingness to work with non-professionals appearing in videos (i.e. not actors) is essential. Please note this will be children and staff working within early years settings i.e. nurseries and childminders.

Experience of working with children or within educational settings is desirable but not essential.

Access to child development experts or fact checkers is desirable but not essential.

The Department expects the Supplier to be able to undertake these services remotely from their own business premises, utilising their own equipment. The Department will not provide any equipment or subsidy for its usage.

2.5 Indicative Timescales

Work is expected to begin in June 2023 and end in December 2023. Due to the agile nature of the project, this is subject to change and exact timeframes will be agreed with the supplier prior to commencement of the contract. The supplier will be expected to work at pace under tight timescales. Work will be staggered as we develop each module.

The Department for Education reserves the right to extend the contract by a period of up to 3 months if required.

2.6 Filming Locations and Travel

DfE will be responsible for sourcing the early years settings for filming across England. The successful bidder will be expected to work with DfE and the setting to establish suitable filming areas within the settings and willing participants to feature in the videos at each setting, that meet the needs of the shot list. All participants will be staff members, children and parents within the setting so it is essential that positive relationships are established

RM6124 – Communications Marketplace DPS

with practitioners, parents and children to help put them at ease. **We will not be procuring expert speakers or paid actors to feature in the videos.**

Locations of these settings are to be discussed upon contract award. You will be required to travel to settings across England, but you will not be expected to pay for location hire costs or permits. Travel, accommodation and subsistence expenses can be claimed back in line with DfE policy (see Annex B). When claiming these costs, you will be expected to provide all itemised receipts. We do not need you to cost for this in advance.

2.7 Ownership of Assets

The Department for Education will have ownership of all materials and intellectual property. This includes: Recordings; visual and audio, edits, raw footage, past footage, graphics, music (upon the purchased licence terms), voiceovers as well as stills. These are for the sole use of the department and should never be accessed by any other client or for any other purpose or project

You are expected to detail information with regards to file storage of all footage and base files as well as the retention policy you will apply to these files. Please include this in your response.

These are for the sole use of the client only and will never be accessed for any other purpose, client or project.

2.8 Budget

This work will all be conducted within financial year 23-24 and the total maximum budget for this project is up to £213,808 excluding VAT.

3. Contracting Arrangements

Liaison arrangements: It is expected that a dedicated project lead will liaise with members of the DfE (in the Early Years Child Development team) on a regular basis (minimum weekly) as required throughout the duration of this project to report on progress.

Costs and Expenses

All costs expenses and liabilities incurred by the Potential Supplier(s) in connection with the preparation and submission of their Tender submissions will be borne by the Potential Supplier(s)

The Potential Supplier(s) shall have no claim whatsoever against the Department in respect of such costs save as expressly provided for in the Contract.

The Department reserves the right to amend, clarify, cancel, add to or withdraw all or any part of the Procurement documentation or the Procurement at any time during the Procurement.to vary any timetable or deadlines set out in the Procurement documentation not to conclude a Contract for some or all of the Services (as applicable) for which Responses are invited.

Timeline:

- 22 May 2023– Suppliers notified / Competition launched.
- 30 May 2023 – Deadline for submission of clarification questions
- 01 June 2023 – Deadline for response to clarification questions
- **05 June 2023 – Deadline for submission of proposals**
- 16 June 2023 – Deadline for evaluation of proposals (indicative)
- 19 June 2023 – Contract awarded (indicative)
- w/c 19 June 2023 – Project inception meetings (indicative)

Form of Proposal

A response to this RFQ is required by 3pm on 05 June 2023. This should be submitted via the Crown Commercial Service Bravo Sourcing Portal (CCS Bravo). All questions must be answered.

As part of this RFQ a face-to-face presentation will not be required.

4. Evaluation Criteria

The evaluation criteria along with the scoring methodology to applied are detailed below along with the weightings to be applied.

RM6124 – Communications Marketplace DPS

This RFQ will be awarded based on the following Evaluation criteria:

- Quality (70%)
- Social Value (10%)
- Cost (20%)

Please upload a response to the:

Evaluation Section 1.1- Mandatory Questions
Evaluation Section 1.2 - Further information
Evaluation section 2.1 -Technical requirements
Evaluation Section 2.2 - Social Value
Evaluation Section 3.1 - Price

All potential suppliers **MUST** provide a response to **ALL** questions and/or provide the information requested in each evaluation section in this RFQ. Failure to do so will result in your bid being disqualified and removed from the evaluation process and it will not be considered.

Please upload a response to each question for each section of the evaluation section as a single document to the Crown Commercial Service Bravo Sourcing Portal (CCS Bravo in either PDF or Word format.

All Potential Suppliers **MUST** Complete and attach a completed copy of Price Matrix to support your quotation. The Department will at its absolute discretion refuse to consider a quotation if a completed Price Matrix is not completed and uploaded as part of the quotation.

Evaluation Process and criteria

All quotations received will be evaluated against the evaluation criteria and scoring methodology as stated within this RFQ and the Crown Commercial Service Bravo Sourcing Portal (CCS Bravo).

You **MUST** Provide a response to each evaluation section. Failure to do so will result in your bid being disqualified and removed from the evaluation process and it will not be considered further.

The evaluation criteria for each of the questions, within each evaluation section, are detailed below along with the weighting to be applied.

Please provide a response to

- 1.1 Mandatory Questions – (Scored Pass/Fail)
- 1.2 Further information

Technical Requirements are weighted as 80% of the Overall Score.

- 2.1 Quality (70%)
- 2.2 Social Value (10%)

Price is weighted at 20% of the overall score and will be evaluated using the following equation:

$$\text{Score} = \frac{\text{Lowest Priced Tender}}{\text{Your Tender Price}} \times \text{Maximum available score}$$

Evaluation Scoring Matrix

Responses will be scored on a 6 point scale and evaluators will use this to assign a score to each Evaluation and Social Value question response.

Score	Guidance
0	No quotation/response provided in response to the question via Jaggaer.
1	The response meets less than half the stated requirement.
2	The response meets some but not all the stated requirement
3	The response fully meets the stated requirement. Any additional offering is deemed to be of little or no benefit to the Department
4	The response fully meets the stated requirement and provides evidence of some added value which would bring specific benefit to the Department.

5	The response fully meets the stated requirement and provides evidence of exceptional added value which would bring significant benefit to the Department.
<p>Following evaluation of the Tenders in accordance with the evaluation process set out in this ITT, the Potential Provider which offers the most economically advantageous Tender may be awarded a Contract.</p> <p>In the event that two or more bidders receive the same final mark (within 0.1%), the winning bidder will be decided by the highest score achieved in response the Question 2.1.3 (the "Tie breaker"). If the tie remains after comparing scores against the first tie-break, the same process will be used based on the following questions until the tie is broken.</p> <p>1st Tiebreak = Question 2.1.3 2nd Tiebreak = Question 2.1.5 3rd Tiebreak = Question 2.1.2 4th Tiebreak = Question 2.1.4</p> <p>Should the Potential Provider ranked first decline to accept a Contract, then it will be offered to the next ranked Potential Provider until it has been accepted.</p> <p>A Contract award is subject to formal signature by both parties (including the satisfaction of any conditions precedent) providing all pre conditions are met e.g. certificates, statements and other means of proof' where Potential Providers have to this point relied on self-certification.</p>	

The Department expressly reserves the right to:

- clarify costing models and assumptions for prices quoted
- clarify information provided in a response and may seek independent advice to validate information declared or to assist in the evaluation
- cancel the RFQ process and reject all quotations at any time prior to award of a contract without incurring any liability
- may at its absolute discretion, refuse to consider a quotation depending on the answers given to the mandatory requirements.

Evaluation Section 1.1 : Mandatory Requirements

**Section
Weighting:
0%**

Ref	Note
1.1.1	<p>The Department will check your capacity for any live contracts and may at its absolute discretion refuse to consider your response further if it is deemed that you do not have the required capacity.</p> <p>This section is scored as pass/fail. Any fail score will result in your bid being disqualified from the process and not evaluated further.</p>
Ref	Question(s)
1.1.2	<p>The Department will refuse to consider a quotation if the quotation price exceeds the maximum budget of £213,808 excluding VAT.</p> <p>Yes/No</p>
1.1.3	<p>Please confirm that you already have, or will commit to obtain, prior to the commencement of the contract, the Public Liability Insurance levels of insurance indicated below: Public Liability Insurance = £1,000,000 I confirm/I do not confirm</p>
1.1.4	<p>Do you agree that the Department will own the Intellectual Property Rights (IPR) to all resources developed during the delivery of this contract and that the Supplier agrees to transfer all property on exiting this contract.</p> <p>Yes/No</p>

1.1.5	Do you commit to complying with General Data Protection Regulations (GDPR)? Yes/No
1.1.6	Do you confirm that all members of the crew will have the appropriate DBS checks in place prior to attending the settings? Yes/No
1.1.7	Do you commit to handling consent forms with the setting on behalf of DfE? Yes/No
1.1.8	Do you confirm that you will have a dedicated project lead who will liaise with DfE on a regular basis (minimum weekly) throughout the duration of this project? Yes/No
1.1.9	Do you confirm that your organisation has the experience and ability to produce animated videos and deliver the Mandatory Outputs/Services Required ? Yes/No

Please provide an answer for each question explicitly. References to answers in other questions/sections may not be considered and could result in a lower score being applied.

Evaluators cannot take into account previous knowledge of your delivery unless it is included in your quotation, therefore please be explicit about outcomes you have delivered and provide clear evidence and examples of your skills and experience.

Only upload the information requested and where directed to do so. Any additional documentation will not be evaluated.

The Department may at its absolute discretion refuse to consider a quotation if the score achieved in the Technical Requirements section is lower than 60% and/or a score of 2 or lower is achieved for any individual question.

Evaluation scores will be calculated in the following way:

The contract will be awarded to the Potential Supplier offering the Most Economically Advantageous Tender. Evaluation section score achieved out of a max. of 80% (70% Technical Requirements & 10% Social Value)
Price score achieved out of a max. 20% = maximum score out of 100%

Word count – Please note there is a maximum word limit for each question. Any words in a response to a question that exceeds the maximum word limit provided for that question will be redacted and not considered as part of the evaluation.

Evaluation Section 1.2 : Further information		Section Weighting: 0%
Ref	Question(s)	
1.2.1	Is VAT to be charged in addition to your net price?	
1.2.2	Are you classed as a Small or Medium Enterprise (SME)?	
1.2.3	Please confirm that all monies you receive in respect of contract(s) you have with the Department are being paid into your company bank account.	

1.2.4	Please select your trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other	
1.2.5	Please provide your company registration number or relevant registered number for if you are a charity etc.	

Evaluation Section 2.1 : Technical Requirements			Section Weighting: 70%
Ref	Note		
2.1.1	The Department may at its absolute discretion refuse to consider a quotation if the overall score achieved in the Technical Requirements section is lower than 60% and/or a score of 2 or lower is achieved for any individual question.		
Ref	Question(s)	Look Fors	Question weight

2.1.2	<p>Delivery</p> <p>Please provide a project plan and timeline for the work. This should be based on production of videos for 1 module (6 videos) over a period of 2 months.</p> <p>Word count: 500 max</p>	<p>Essential Criteria:</p> <p>Within your response, you must include:</p> <ul style="list-style-type: none"> • A timeline for delivery, including pre-production, production, and post-production activities. • Timescales to mobilise the project team and/or resources. • Details of key milestones and how these will be mapped out within the timescales. • An outline of the key risks associated with this project, detailing appropriate mitigations and contingency measures in the event of risks identified. • An outline of project management and reporting arrangements to ensure effective delivery of the contract. <p>Confirmation of a clear plan for managing any safeguarding issues arising concerning early years settings.</p>	15%
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2.1.3	<p>Resource</p> <p>Please give details of your capacity to carry out this work. This should include details of the project team who would be working on this project and their experience.</p> <p>Word count: 500 max</p>	<p>Essential Criteria:</p> <p>Within your response, you must include:</p> <ul style="list-style-type: none"> • Evidence of a suitably experienced and well-resourced team and adequate capacity to carry out the work. Including accurate and timely multiple editing rounds of the videos as required. • Experience of using Filestage or other platforms suitable for adding time stamped comments on multiple versions • Reassurance of how the contractor will sufficiently and flexibly resource this contract, whilst also offering value for money. • Specific information on the team and their roles and experience, including: <ul style="list-style-type: none"> - A delivery manager to oversee the project - Director - Photographer (company phones are permitted) - Voiceover artists - Experience of producing animated videos <p>Desirable criteria</p> <p>You may also include:</p> <ul style="list-style-type: none"> - Experience of filming in educational settings - Fact checkers and subject specialists in child development or early years - Experience of and access to Teams for screen sharing and audio and other Microsoft Office software 	<p>20%</p>
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2.1.4	<p><u>Quality:</u></p> <p>Please give details of how you will assign cost, time and resource in the production of the videos.</p> <p>Word count: 500 max</p>	<p>Essential criteria</p> <p>Within your response you must include:</p> <p>A full breakdown of how you will assign cost, time and resource for:</p> <ul style="list-style-type: none"> • pre-production, • production, • post-production activities, including multiple editing rounds, • daily rates and number of days (if applicable) and • unit costs. <p>Please provide evidence of how value for money will be monitored and achieved.</p> <p>Please note that the proportion of animated videos to live action videos is still to be determined. Therefore, if your usual pricing differs between animated and live action, please provide a breakdown of information as to how they will differ. This is so that we can be clear on where these elements will differ in price.</p> <p>We do not need a breakdown of costs for travel and subsistence as the location of filming is still to be determined. All filming will be in England.</p>	<p>20%</p>
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2.1.5	<p><u>Examples of Work & Experience:</u></p> <p>Please provide a minimum of 3 recent examples of your work which demonstrates the requirements set out in this brief. This can be in the form of links. Please provide a supporting statement to explain how the case studies fit the requirements.</p> <p>Word count: 500 max (for supporting Statement)</p>	<p>Essential criteria</p> <p>Within your response, you must include:</p> <ul style="list-style-type: none"> • Supporting statement <p>Clear demonstration of the how the case studies fit the specification detailed in sections 1 and 2</p> <p>Context of working with the client and with people featured in the videos (particularly those who are not professional actors).</p> <ul style="list-style-type: none"> • Case studies <p>Recent case studies of projects from the last 6 months</p> <p>Examples of videos with voiceover artists</p> <p>Accuracy of subtitling and transcripts</p> <p>High quality graphics</p> <p>Variety of examples:</p> <ul style="list-style-type: none"> - Voiceover artists over b-roll footage - Interview/talking head style videos - Animated video <p>Desirable criteria</p> <ul style="list-style-type: none"> - Case studies in educational settings. 	15%
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Evaluation Section 2.2 : Social Value			Section Weighting: 10%
Ref	Question		
2.2.1	<p>Influencing support for health and wellbeing</p> <p>Describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome (Improving health and wellbeing).</p> <p>Word count: 500 max</p>	<p>Within your response, please include:</p> <p>Effective measures to deliver any/all of the following benefits through the contract:</p> <p>Influence staff, suppliers, customers and communities through the delivery of the contract to support health and wellbeing, including physical and mental health.</p> <p>Activities that demonstrate and describe the tenderer's existing or planned measures to raise awareness or increase the influence of staff, suppliers, customers, communities and/or any other appropriate stakeholders to promote health and wellbeing, including physical and mental health, through its performance of the contract, e.g. through engagement; co-design/creation; training and education; partnering/collaborating; and volunteering.</p> <p>Please include:</p> <ul style="list-style-type: none"> -your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and - a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. <p>You should include but not be limited to:</p> <ul style="list-style-type: none"> • timed action plan • use of metrics • tools/processes used to gather data • reporting • feedback and improvement transparency 	10%

Evaluation Section 3.1: Price		Section Weighting: 20%
Ref	Note	
3.1.1	<p>The Department will refuse to consider a quotation if the quotation price exceeds the maximum budget of £213,808 excluding VAT.</p> <p>If the price quoted is above £213,808 excluding VAT your bid will not be considered and disqualified from the evaluation process.</p> <p>Price is weighted at 20% of the overall score and will be evaluated using the following equation:</p> $\text{Score} = \frac{\text{Lowest Priced Tender}}{\text{Your Tender Price}} \times \text{Maximum available score}$ <p>The Potential Supplier who offers the lowest price will achieve 100% of the Maximum Price Score available.</p> <p>All other Potential Suppliers will be ranked from lowest to highest and awarded a percentage of the maximum price score available on a reducing basis, based on the equation above.</p> <p>The Department will at its absolute discretion refuse to consider a quotation if a completed Price Matrix is not completed and uploaded as part of the quotation.</p>	
Ref	Question	
3.1.2	<p>Budget and price</p> <p>Please provide a quotation based on your maximum price based on an estimated 24 videos.</p>	
Ref	Cost Matrix	
3.2.1	<p>Price Matrix</p> <p>Please attach a completed copy of Price Matrix to support your quotation</p> <p>The Department will at its absolute discretion refuse to consider a quotation if a completed Price Matrix is not completed and uploaded as part of the quotation.</p>	

Queries and Guidance

Queries

Any queries and dialogues in respect of the RFQ should be raised via Crown Commercial Service Bravo Sourcing Portal (CCS Bravo through the 'Messages' section).

Annex A – examples of previous materials

This annex provides some examples of existing videos and scripts which you may find useful to inform your response.

Sample Videos

The videos currently embedded into the service can be found here.

<https://vimeo.com/user/185259242/folder/15178216>

They include an animation, talking heads as well as voiceover artist over b-roll footage.

Further examples of videos created for the Help for Early Years Providers site can be found here:

<https://help-for-early-years-providers.education.gov.uk/expressive-arts-and-design/imagination-and-creativity>

<https://help-for-early-years-providers.education.gov.uk/understanding-the-world/personal-experiences>

Sample Script

The following is an example script for a video from Module 4.

Video information

Module	4
Topic	4-1-1
Page or video name	Supporting a baby's language development
Page before	4-1-1-1a The pre-linguistic stage: sounds and noises before talking
Page after	4-1-1-1b The pre-linguistic stage: effective practice
Length	3 minutes
Key messages	Practical tips to support a babies language development in your setting in order for them to learn, rehearse and develop future language skills

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Visuals	Practitioners interacting with babies
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Script

Script word count	429
Please keep to around 100 words per minute of video	

Script - VO	Visuals
<p>The development of children's spoken language underpins all seven areas of learning and development. As a practitioner, it is key that from an early age, you provide babies with opportunities to hear, learn, and rehearse speech sounds. This will support the development of their language skills.</p> <p>When working with babies, you should always encourage their attempts to communicate. You should also aim to build their understanding and the range of words they hear.</p> <p>For example, a baby may babble whilst holding a rattle as a sign they want to communicate with you. A positive response, such as smiling, will encourage them to keep trying. Your response could introduce new words and expand the vocabulary they are hearing.</p> <p>You can also use resources such as story books. As you are looking at the pictures and reading the words you can point to the relevant items on the page. This will encourage their understanding of objects.</p> <p>If you are reading a book and a baby points at an object and babbles, you can respond by verifying what the object is, and then asking a follow up question.</p> <p>Even though the baby may not be able to say that particular word, teaching them what that object looks like and what it</p>	<p>A practitioner encouraging babies to talk (eg. getting on the same level, gesturing, talking)</p> <p>Babies talking</p> <p>Practitioner talking</p> <p>Eye contact between practitioner and baby</p> <p>Practitioner responding to baby talking</p> <p>Baby babbling while holding rattle</p> <p>Practitioner smiling</p> <p>[UPSOUND]</p> <p>Practitioner saying "yes, you have a nice rattle"</p> <p>Practitioner saying "yes, your rattle is very noisy"</p>

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<p>sounds like will help to develop their vocabulary and understanding.</p> <p>Singing to babies and playing music will also help to develop their vocabulary and encourages learning in a stimulating and fun way.</p> <p>Providing them with musical instruments and objects that make a noise also give you opportunities to use descriptive language.</p> <p>For example, "Do the drums crash?" "Does the bell ring?".</p> <p>You can also introduce language about the actions needed to create the sound.</p> <p>Songs that include repetition, actions or noises, encourage babies to rehearse and develop their understanding of words.</p> <p>Another way you can encourage a baby's attempt to communicate is by narrating your everyday actions.</p> <p>This will support a baby's understanding of their everyday life and will ensure that they have opportunities to learn, rehearse and develop future language skills.</p> <p>Promoting new language in everything you do as part of a baby's care will provide them with a positive start in their communication development.</p>	<p>Storybook Practitioner looking and pointing at pictures while reading words Baby pointing at horse picture</p> <p>[UPSOUND - doesn't have to be a horse] Practitioner saying "yes, it's a horse. What noise does the horse make?" Baby looking at the picture of the horse Practitioner showing them a toy horse Practitioner making horse noises</p> <p>Practitioner singing to baby</p> <p>Practitioner playing music Practitioner handing baby drum Babies playing drums</p> <p>[UPSOUND] Practitioner saying "do the drums crash?" Practitioner saying "do the bells ring?" Practitioner shaking rattle and saying "shake the rattle" Practitioner encouraging baby to blow horn and saying "blow the horn"</p>
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	<p>Practitioner singing with baby "Old Macdonald had a farm" and "Row row row your boat"</p> <p>Babies responding to singing</p> <p>Practitioner narrating everyday actions</p> <p>[UPSOUND]</p> <p>Practitioner saying "let's see what we have for lunch today, what do think it will be?" while about to feed baby</p> <p>Practitioner about to change nappy, saying "It's time to change your nappy, let's find your nappy and wipes"</p> <p>Babies responding to practitioners saying things to them.</p> <p>Babies talking</p>
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Annex B – expenses

You will be able to claim back travel, accommodation, and subsistence costs in line with DfE policy. You will need to provide evidence of itemised receipts and any justification where the option chosen is not the most cost-effective for audit purposes.

A breakdown of these is provided below:

Train travel

When travelling by rail you should always use the most cost-effective option, preferably pre-booking your tickets to travel on specific (timed) trains, as these are often the cheapest. First class tickets should never be booked unless they are the cheapest option.

You can book an anytime ticket if you are unsure what time your official business will finish, or where this is the cheapest option. Otherwise, you should still book a restricted (advance or set time) ticket for your outward journey where this is the cheaper option.

If you book a ticket other than an advance standard ticket, you must obtain your line manager's written approval. Use the drop-down options box on Lightning indicating the reason.

Exceptionally, first-class travel can be booked if one or more of the following applies:

- where disability or a workplace adjustment means that you would not be able to secure suitable facilities in standard class
- where the overall cost of the first-class ticket is less than the overall cheapest ticket for standard class. If applicable, you must keep evidence of the relevant price comparisons (such as a screen shot from the booking page) for audit purposes.

Car travel

The department is committed to promoting more sustainable travel options. You are encouraged to use public rather than private transport unless there is a strong business case for the latter. You should consider whether car travel is the most appropriate means of transport, bearing in mind costs, efficiency, and sustainability.

The following principles must be considered if you need to travel by car:

- public transport should be considered first
- hire cars should be considered prior to private car use

Where travelling in your private car provides better value for money for the department, as it cannot be reasonably made using any other mode of transport, mileage can be claimed at:

- 45p per mile for the first 10,000 business miles in a tax year
- 25p per mile thereafter

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The department will reimburse, tolls, ferry fees, and congestion charges necessarily incurred on official business. Such costs must be receipted where possible, or other evidence of expenditure provided e.g. evidence of mileage before and after the required journey.

The department will reimburse the costs of parking necessarily incurred. You are personally responsible for any parking fines. The department accepts no liability.

If you are required to transport heavy or large items on official business which cannot be carried on public transport, you should book a suitable hire vehicle.

Taxi travel

Use of taxis is not an entitlement and journeys should normally be made by public transport, particularly in London.

Taxi travel is often expensive, so claims may only be made in limited circumstances. Acceptable reasons for using a taxi include:

- where no suitable public transport is available, especially when travelling early in the morning or late at night before public transport starts or is running regularly
- where you are in an unfamiliar location and uncertain of public transport
- where you are concerned about your safety
- if a taxi is shared, and the combined cost of public transport is greater.

Subsistence

You should only claim subsistence expenses for costs above what you would have normally spent at your usual place of work.

The amount you can claim for subsistence changes depending on how long you're away from your usual place of work.

Period of absence from permanent place of work	Receipted actuals up to a limit of
Over 5 hours and there's no food provided: 1 meal.	£5
Over 10 hours and there's no food provided: 2 meals.	£10
Over 12 hours and there's no food provided: 3 meals.	£13.80
Over 24 hours and breakfast is included in the hotel rate.	£21.25

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If breakfast is NOT included in hotel rate, then you have the maximum cost of another meal added to the 24-hour allowance above.	£5
You have an allowance for breakfast on day 1 - if your official journey starts before 6.00am and is part of an overnight stay.	£5
If you're away more than 24 hours and staying with friends or family, you can claim receipted actuals for lunch and an evening meal	£21.25

Please note itemised receipts must be provided for all expense claims or DfE will not be able to reimburse the costs.

Accommodation

Hotel stays are a significant cost for the department. Bookers are responsible for ensuring no expenses are incurred unless they are necessary. You must not book accommodation when the journey is within daily travelling.

Standard DfE limits (per night) are:

- London- £150.00
- Elsewhere in UK- £100.00

No accommodation costs can be claimed if you choose to stay with friends or family rather than a hotel.

Individuals should ensure they fully understand the cancellation terms and conditions before booking a hotel room to minimise penalties. You should aim, wherever possible, to only make a booking where there is no cancellation fee.

C. Further stage(s)

If successful in being shortlisted we may arrange an introductory call to meet the team.



Communications Marketplace DPS
Project Version: v1.0

**Crown
Commercial
Service**

Core Terms - DPS

RM6124 Communications Marketplace DPS

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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1. Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

- 2.1 The Agency is eligible for the award of Order Contracts during the DPS Contract Period.
- 2.2 CCS does not guarantee the Agency any exclusivity, quantity or value of work under the DPS Contract.
- 2.3 CCS has paid one penny to the Agency legally to form the DPS Contract. The Agency acknowledges this payment.
- 2.4 If the Client decides to buy Services under the DPS Contract it must use DPS Schedule 7 (Order Procedure) and must state its requirements using DPS Schedule 6 (Letter of Appointment Template and Order Schedules). If allowed by the Regulations, the Client can:

- (a) make changes to DPS Schedule 6 (Letter of Appointment Template and Order Schedules);
- (b) create new Order Schedules;
- (c) exclude optional template Order Schedules; and/or
- (d) use Special Terms in the Letter of Appointment to add or change terms.

2.5 Each Order Contract:

- (a) is a separate Contract from the DPS Contract;
- (b) is between an Agency and a Client;
- (c) includes Core Terms, Schedules and any other changes or items in the completed Letter of Appointment; and
- (d) survives the termination of the DPS Contract until its own End Date.

- 2.6 Where the Agency is approached by any Other Contracting Authority requesting Goods or Services or substantially similar goods or services, the Agency must tell them about this DPS Contract before accepting their order so that they are aware that they could place an order under this DPS Contract.

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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- 2.7 The Agency acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Agency.
- 2.8 The Agency will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
- (a) verify the accuracy of the Due Diligence Information; or
 - (b) properly perform its own adequate checks.
- 2.9 CCS and the Client will not be liable for errors, omissions or misrepresentation of any information.
- 2.10 The Agency warrants and represents that all statements made and documents submitted as part of the procurement of Goods or Services are and remain true and accurate.
-
- 2.11 An Order Contract can only be created using the electronic procedures described in the FTS Notice as required by the Regulations.

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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- 2.12 An Agency can only receive Orders under the DPS Contract while it meets the basic access requirements for the DPS stated in the FTS Notice. CCS can audit whether an Agency meets the basic access requirements at any point during the DPS Contract Period.

3. What needs to be delivered

3.1 All deliverables

- 3.1.1 The Agency must provide Goods or Services:

- (a) that comply with the Specification, the DPS Tender Response and, in relation to an Order Contract, the Order Proposal (if there is one);
- (b) to a professional standard;
- (c) using reasonable skill and care;
- (d) using Good Industry Practice;
- (e) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;
- (f) on the dates agreed; and
- (g) that comply with Law.

- 3.1.2 The Agency must provide any Goods which form part of the Order Contract with a warranty of at least 90 days from Delivery against all obvious defects.

3.2 Services clauses

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- 3.2.1 The Agency must co-operate with the Client and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- 3.2.2 The Agency must at its own risk and expense provide all Agency Equipment required to Deliver the Services.
- 3.2.3 The Agency must allocate sufficient resources and appropriate expertise to each Contract.
- 3.2.4 The Agency must take all reasonable care to ensure performance does not disrupt the Client's operations, employees or other contractors.
- 3.2.5 The Agency must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.2.6 The Client is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

- 3.2.7 Late Delivery of the Services will be a Default of an Order Contract.

3.3 Goods clauses

- 3.3.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- 3.3.2 All manufacturer warranties covering the Goods must be assignable to the Client on request and for free.
- 3.3.3 The Agency transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

RM6124 – Communications Marketplace DPS
Project Version: v1.0

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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- 3.3.4 Risk in the Goods transfers to the Client on Delivery of the Goods, but remains with the Agency if the Client notices damage following Delivery and lets the Agency know within 3 Working Days of Delivery.
- 3.3.5 The Agency warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.3.6 The Agency must deliver the Goods on the date and to the specified location during the Client's working hours.
- 3.3.7 The Agency must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.3.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.3.9 The Agency must provide all tools, information and instructions the Client needs to make use of the Goods.
- 3.3.10 The Agency must indemnify the Client against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.3.11 The Client can cancel any order or part order of Goods which has not been Delivered. If the Client gives less than 14 days' notice then it will pay the Agency's reasonable and proven costs already incurred on the cancelled order as long as the Agency takes all reasonable steps to minimise these costs.
- 3.3.12 The Agency must at its own cost repair, replace, refund or substitute (at the Client's option and request) any Goods that the Client rejects because they do not conform with Clause 3. If the Agency does not do this it will pay the Client's costs including repair or re-supply by a third party.

4. Pricing and payments

- 4.1 In exchange for the Goods or Services, the Agency must invoice the Client for

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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the Charges in the Letter of Appointment or applicable Statement of Work.

-
- 4.2 CCS must invoice the Agency for the Management Charge and the Agency must pay it using the process in DPS Schedule 5 (Management Charges and Information).
- 4.3 The Agency must invoice the Client for the GCS Management Charge and pass it to CCS when the Agency pays the Management Charge.
- 4.4 All Charges and the Management Charge:
- (b) exclude VAT, which is payable on provision of a valid VAT invoice; and
 - (c) include all costs connected with the Supply of Goods or Services.
- 4.5 The Client must pay the Agency the Charges within 30 days of receipt by the Client of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Letter of Appointment.
- 4.6 An Agency invoice is only valid if it:
- (a) includes all appropriate references including the Contract reference number and other details reasonably requested by the Client;
 - (b) includes a detailed breakdown of Delivered Goods or Services and Milestone(s) (if any); and
 - (c) does not include the Management Charge (the Agency must not charge the Client in any way for the Management Charge) but, for the avoidance of doubt, may include the GCS Management Charge where applicable..
- 4.7 The Client must accept and process for payment an undisputed Electronic Invoice received from the Agency.

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- 4.8 The Client may retain or set-off payment of any amount owed to it by the Agency if notice and reasons are provided.
- 4.9 The Agency must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Client can publish the details of the late payment or non-payment.
- 4.10 If CCS or the Client can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Agency to provide the Goods or Services, then CCS or the Client may require the Agency to use their supplier.
- 4.11 If CCS or the Client uses Clause 4.10 then the DPS Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
- 4.12 The Agency has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

5. The client's obligations to the agency

- 5.1 If Agency Non-Performance arises from an Authority Cause:

- (a) neither CCS or the Client can terminate a Contract under Clause 10.4.1;
- (b) the Agency is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
- (c) the Agency is entitled to additional time needed to make the Delivery; and
- (d) the Agency cannot suspend the ongoing supply of Goods or Services.

- 5.2 Clause 5.1 only applies if the Agency:

- 1.4 gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
- 1.5 demonstrates that the Agency Non-Performance would not have occurred but for the Authority Cause; and
- 1.6 mitigated the impact of the Authority Cause.

6. Record keeping and reporting

- 6.1 The Agency must attend Progress Meetings with the Client and provide Progress Reports when specified in the Letter of Appointment.
- 6.2 The Agency must keep and maintain full and accurate records and accounts on everything to do with the Contract:
 - (a) during the Contract Period;
 - (b) for 7 years after the End Date; and
 - (c) in accordance with UK GDPR, including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1.
- 6.3 The Relevant Authority or an Auditor under the CRTPA can Audit the Agency.
- 6.4 During an Audit, the Agency must:
 - (a) allow the Relevant Authority or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
 - (b) provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.
- 6.5 Where the Audit of the Agency is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority.
- 6.6 If the Agency is not providing any of the Goods or Services, or is unable to provide them, it must immediately:
 - (a) tell the Relevant Authority and give reasons;

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- (b) propose corrective action; and
- (c) provide a deadline for completing the corrective action.

6.7 The Agency must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:

- (d) the methodology of the review;
- (e) the sampling techniques applied;
- (f) details of any issues; and
- (g) any remedial action taken.

6.8 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Agency's management team that is qualified in either a relevant audit or financial discipline.

6.9 If an Audit reveals that the Agency has underpaid an amount equal to or greater than 1% of the Management Charge due in respect of any Monthly reporting and accounting period relating to this DPS Contract and any Order Contracts, the Agency shall reimburse CCS its reasonable costs incurred in relation to the Audit.

6.10 If an Audit reveals:

- (a) that the Agency has underpaid an amount equal to or greater than 5% of the Management Charge due in respect of any Monthly reporting and accounting period relating to this DPS Contract and any Order Contracts, or
- (b) a material Default

6.11 CCS may terminate this DPS Contract. The Agency shall also reimburse CCS its reasonable costs incurred in relation to the Audit.

6.12 The Parties agree that they will bear their own respective costs and expenses incurred during any Audit, save as specified in Clause 6.10.

6.13 CCS may from time to time undertake (or procure the undertaking of) a "Client Satisfaction Survey", to assess the level of satisfaction among some or all

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Clients with the Goods or Services. This may include:

- (a) the way in which the Goods or Services are provided, performed and delivered;
- (b) the quality, efficiency and effectiveness of the supply of the Goods or Services;
- (c) Agency compliance with this DPS Contract and any Order Contracts; and
- (d) any other assessment CCS deems appropriate for monitoring Client satisfaction.

6.14 CCS and the Clients may use the results of any Client Satisfaction Survey to make decisions in relation to this DPS Contract and any Order Contracts.

6.15 When the Agency enters into or extends an Order Contract with a Client, a signed copy of the Order Contract must be provided to CCS within 14 days.

7. Supplier staff

7.1 The Supplier Staff involved in the performance of each Contract must:

- (a) be appropriately trained and qualified;
- (b) be vetted using Good Industry Practice and the Security Policy; and
- (c) comply with all conduct requirements when on the Client's Premises.

7.2 Where a Client decides one of the Supplier's Staff is not suitable to work on a Contract, the Agency must replace them with a suitably qualified alternative.

7.3 If requested, the Agency must replace any person whose acts or omissions have caused the Agency to breach Clause 27.

7.4 The Agency must provide a list of Supplier Staff needing to access the Client's Premises and say why access is required.

7.5 The Agency indemnifies CCS and the Client against all claims brought by any person employed by the Agency caused by an act or omission of the Agency or

any Supplier Staff.

8. Rights and protection

8.1 The Agency warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform each Contract;
- (b) each Contract is executed by its authorised representative;
- (c) it is a legally valid and existing organisation incorporated in the place it was formed;
- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract;
- (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
- (f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
- (g) it is not impacted by an Insolvency Event;
- (h) it will comply with each Order Contract; and
- (i) as at the date they are delivered, the Goods or Services of an Order Contract may be used for the purposes set out in the Order Contract and comply with all Advertising Regulations.

8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Agency provides Goods or Services under the Contract.

8.3 The Agency indemnifies both CCS and every Client against each of the following:

- (a) wilful misconduct of the Agency, Subcontractor and Supplier Staff that impacts the Contract; and
- (b) non-payment by the Agency of any Tax or National Insurance.

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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- 8.4 All claims indemnified under this Contract must use Clause 26.
- 8.5 The description of any provision of this Contract as a warranty does not prevent CCS or a Client from exercising any termination right that it may have for breach of that clause by the Agency.
- 8.6 If the Agency becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Client.
- 8.7 All third party warranties and indemnities covering the Goods or Services must be assigned for the Client's benefit by the Agency.

9. Intellectual Property Rights (IPRs)

- 9.1 Each Party keeps ownership of its own Existing IPRs. The Agency gives the Client a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Agency's Existing IPR to enable it to both:
 - (a) receive and use the Goods or Services; and
 - (b) make use of the deliverables provided by a Replacement Agency.
- 9.2 Any New IPR created under a Contract is owned by the Client. The Client gives the Agency a non-exclusive licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
- 9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
- 9.5 If there is an IPR Claim, the Agency indemnifies CCS and each Client against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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9.6 If an IPR Claim is made or anticipated the Agency must at its own expense and the Client's sole option, either:

- (a) obtain for CCS and the Client the rights in Clause 9.1 and 9.2 without infringing any Third Party IPR; or
- (b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Goods or Services.

9.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Client and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Agency acknowledges that any authorisation by the Client under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

9.8 The Agency warrants that it owns, or has obtained, valid licences for all IPR that are necessary to perform its obligations under this DPS Agreement and the Order Contract, other than any IPR provided to it by CCS or the Client. The Agency shall maintain these licences in full during the Contract Period of this DPS Contract and the Order Contract.

9.9 Unless expressly prohibited in an Order Contract, the Agency will be able during and after the Contract Period to use any Goods or Services which have been broadcast, published, distributed or otherwise made available to the public, and the Client's name and logo for the purposes of promoting its work and its business including on the Agency's website, in credentials pitches and in its showreel. Any other use by the Agency shall be subject to the Client's prior Approval.

9.10 During the Contract Period, if the Agency is asked to take part in a competitive pitch or other similar process for the Client, then notwithstanding any of the previous provisions of this Clause 9, the Agency will retain ownership of all IPR in any materials forming part of the pitch process. If the Agency is successful in such pitch and the Parties agree that such materials will be used in an Order Contract the Agency will assign all such IPR to the Client.

9.11 The Agency is not liable in connection with an Order Contract for any modifications, adaptations or amendments to any Goods or Services made by the Client or by a third party on the Client's behalf after the Agency has handed them over. The Agency is also not liable if any fault, error, destruction or other degradation in the quality and/or quantity of the Goods or Services arises due

to the acts or omissions of the Client.

9.12 Any marketing materials produced by the Agency in relation to this DPS Contract must comply in all respects with the Branding Guidance.

9.13 To the extent permitted by Law, the Agency shall ensure that all Moral Rights relating to Agency IPR are waived. Where it is not lawfully possible to waive Moral Rights, the Agency agrees not to assert any Moral Rights in respect of the relevant materials.

9.14 The Agency will use its reasonable endeavours to ensure that all Moral Rights relating to Third Party IPR are waived. Where it is not lawfully possible to waive Moral Rights, the Agency will work with the owner or creator of the Third Party IPR to procure that Moral Rights are not asserted in respect of the relevant materials). If the Agency cannot obtain such waiver of (or agreement not to assert) such Moral Rights in respect of any such materials, the Agency will notify the Client and will obtain the Client's Approval prior to incorporating such materials into the Goods or Services.

10. Ending the contract or any subcontract

10.1 Contract Period

10.1.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.

10.1.2 The Relevant Authority can extend the Contract for the Extension Period by

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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giving the Agency no less than 3 Months' written notice before the Contract expires.

10.2 Ending the contract without a reason

10.2.1 CCS has the right to terminate the DPS Contract at any time without reason by giving the Agency at least 30 days' notice.

10.2.2 Each Client has the right to terminate their Order Contract at any time without reason by giving the Agency not less than 90 days' written notice.

10.3 Rectification plan process

10.3.1 If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Agency provide a Rectification Plan.

10.3.2 When the Relevant Authority receives a requested Rectification Plan it can either:

- (a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or
- (b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Agency must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.

10.3.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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- (d) must give reasonable grounds for its decision; and
- (e) may request that the Agency provides a revised Rectification Plan within 5 Working Days.

10.3.4 If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).

10.4 When CCS or the client can end a contract

10.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Agency:

- (a) there is an Agency Insolvency Event;
- (b) there is a Default that is not corrected in line with an accepted Rectification Plan;
- (c) the Agency does not provide a Rectification Plan within 10 days of the request;
- (d) there is any material Default of the Contract;
- (e) there is any material Default of any Joint Controller Agreement relating to any Contract;
- (f) there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or DPS Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
- (g) there is a consistent repeated failure to meet the Key Performance Indicators in DPS Schedule 4 (DPS Management);
- (h) there is a Change of Control of the Agency which is not pre-approved by the Relevant Authority in writing;
- (i) if the Relevant Authority discovers that the Agency was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or
- (j) the Agency or its Affiliates embarrass or bring CCS or the Client into disrepute or diminish the public trust in them.

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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10.4.2 CCS may terminate the DPS Contract if a Client terminates a Order Contract for any of the reasons listed in Clause 10.4.1.

10.4.3 If any of the following non-fault based events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Agency:

- (a) the Relevant Authority rejects a Rectification Plan;
- (b) there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);
- (c) if there is a declaration of ineffectiveness in respect of any Variation; or
- (d) the events in 73 (1) (a) of the Regulations happen.

10.5 When the agency can end the contract

The Agency can issue a Reminder Notice if the Client does not pay an undisputed invoice on time. The Agency can terminate a Order Contract if the Client fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

10.6 What happens if the contract ends

10.6.1 Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:

- (a) The Client's payment obligations under the terminated Contract stop immediately.

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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- (b) Accumulated rights of the Parties are not affected.
- (c) The Agency must promptly repay to the Client any and all Charges the Client has paid in advance in respect of Goods or Services not provided by the Agency as at the End Date.
- (d) The Agency must promptly delete or return the Government Data except where required to retain copies by Law.
- (e) The Agency must promptly return any of CCS or the Client's property provided under the terminated Contract.
- (f) The Agency must, at no cost to CCS or the Client, co-operate fully in the handover and re-procurement (including to a Replacement Agency).

10.6.2 In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Agency is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Goods or Services for the rest of the Contract Period.

10.6.3 In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or an Agency terminates an Order Contract under Clause 10.5:

- (a) the Client must promptly pay all outstanding Charges incurred to the Agency; and
- (b) the Client must pay the Agency reasonable committed and unavoidable Losses as long as the Agency provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Agency if the Contract had not been terminated.

10.6.4 In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.

10.6.5 The following Clauses survive the termination or expiry of each Contract:
3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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Clauses and Schedules which are expressly or by implication intended to continue.

10.7 Partially ending and suspending the contract

10.7.1 Where CCS has the right to terminate the DPS Contract it can suspend the Agency's ability to accept Orders (for any period) and the Agency cannot enter into any new Order Contracts during this period. If this happens, the Agency must still meet its obligations under any existing Order Contracts that have already been signed.

10.7.2 Where CCS has the right to terminate a DPS Contract it is entitled to terminate all or part of it.

10.7.3 Where the Client has the right to terminate an Order Contract it can terminate or suspend (for any period), all or part of it (including without limitation individual Statements of Work). If the Client suspends a Contract it can provide the Goods or Services itself or buy them from a third party.

10.7.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

10.7.5 The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Agency may not either:

- (a) reject the Variation; or
- (b) increase the Charges, except where the right to partial termination is under Clause 10.2.

10.7.6 The Client can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.

10.8 When subcontracts can be ended

At the Client's request, the Agency must terminate any Subcontracts in any of the following events:

- (a) there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;
- (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or
- (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority.

11. How much you can be held responsible for

- 11.1 Each Party's total aggregate liability in each Contract Year under this DPS Contract (whether in tort, contract or otherwise) is no more than £100,000.
- 11.2 Each Party's total aggregate liability in each Contract Year under each Order Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Order Letter of Appointment.
- 11.3 No Party is liable to the other for:

- (a) any indirect Losses; or
- (b) Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

- 11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:

- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
- (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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- (c) any liability that cannot be excluded or limited by Law;
- (d) its obligation to pay the required Management Charge, GCS Management Charge or Default Management Charge.

11.5 In spite of Clauses 11.1 and 11.2, the Agency does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Order Schedule 2 (Staff Transfer) of a Contract.

11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Agency's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.

11.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.

11.8 When calculating the Agency's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:

- (a) Deductions; and
- (b) any items specified in Clauses 11.5 or 11.6.

11.9 If more than one Agency is party to a Contract, each Agency Party is jointly and severally liable for their obligations under that Contract.

12. Obeying the law

12.1 The Agency must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).

12.2 To the extent that it arises as a result of a Default by the Agency, the Agency indemnifies the Relevant Authority against any fine or penalty incurred by the

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.

- 12.3 The Agency must appoint a Compliance Officer who must be responsible for ensuring that the Agency complies with Law, Clause 12.1 and Clauses 27 to 32.
- 12.4 The Parties acknowledge that they have a responsibility to comply with all relevant Advertising Regulations and will co-operate with each other to ensure satisfaction of the requirements of any applicable Advertising Regulations.
- 12.5 Where the Agency or its Subcontractors perform the Contract outside the United Kingdom they shall do so in accordance with the Law and the local laws applicable to their activity in the relevant country, including without limitation the Modern Slavery Act 2015.

13. Insurance

The Agency must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Letter of Appointment.

14. Data protection

- 14.1 The Agency must process Personal Data and ensure that Agency Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- 14.2 The Agency must not remove any ownership or security notices in or relating to the Government Data.
- 14.3 The Agency must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Client copies every 6 Months.
- 14.4 The Agency must ensure that any Agency system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 14.5 If at any time the Agency suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Agency must notify the Relevant Authority and immediately suggest remedial action.
- 14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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unusable the Relevant Authority may either or both:

- (a) tell the Agency to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Agency finds out about the issue, whichever is earlier; and/or
- (b) restore the Government Data itself or using a third party.

14.7 The Agency must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Client is at fault.

14.8 The Agency:

- (a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
- (b) must have documented processes to guarantee prompt availability of Government Data if the Agency stops trading;
- (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
- (d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Client unless required by Law to retain it; and
- (e) indemnifies CCS and each Client against any and all Losses incurred if the Agency breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
- (c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the Disclosing Party's Confidential Information;
- (f) on a confidential basis, to its auditors;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis; or
- (h) to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

15.3 In spite of Clause 15.1, the Agency may disclose Confidential Information on a confidential basis to Agency Staff on a need-to-know basis to allow the Agency to meet its obligations under the Contract. The Agency Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

15.4 In spite of Clause 15.1, CCS or the Client may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Client;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Client transfers or proposes to transfer all or any part of its business to;
- (c) if CCS or the Client (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament; or
- (e) under Clauses 4.7 and 16.

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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- 15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.
- 15.6 Transparency Information is not Confidential Information.
- 15.7 The Agency must not share any information with the media, make any media announcement or publicise the Contracts or any part of them including a Brief or any other pre-Contract material or discussions in any way including industry award competitions, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.
- 15.8 Nothing in this Clause shall prevent a Recipient Party from using any techniques, ideas or Know-How which the Recipient Party has gained during the performance of this DPS Contract in the course of its normal business, as long as this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of IPR.

16. When you can share information

- 16.1 The Agency must tell the Relevant Authority within 48 hours if it receives a Request For Information.
- 16.2 Within five (5) Working Days of the Client's request the Agency must give CCS and each Client full co-operation and information needed so the Client can:
- (a) publish the Transparency Information;
 - (b) comply with any Freedom of Information Act (FOIA) request; and/or
 - (c) comply with any Environmental Information Regulations (EIR) request.
- 16.3 The Relevant Authority may talk to the Agency to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

17. Invalid parts of the contract

If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it is valid or enforceable.

18. No other terms apply

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

19. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20. Circumstances beyond your control

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

- (a) provides a Force Majeure Notice to the other Party; and
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

20.2 Either Party can partially or fully terminate the affected Contract if the provision of the Goods or Services is materially affected by a Force Majeure Event which lasts for 90 days continuously.

21. Relationships created by the contract

No Contract creates a partnership, joint venture or employment relationship. The Agency must represent themselves accordingly and ensure others do so.

22. Giving up contract rights

A partial or full waiver or relaxation of the terms of a Contract is only valid if it is stated to be a waiver in writing to the other Party.

23. Transferring responsibilities

- 23.1 The Agency cannot assign, novate or transfer a Contract or any part of a Contract without the Relevant Authority's written consent.
- 23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority.
- 23.3 When CCS or the Client uses its rights under Clause 23.2 the Agency must enter into a novation agreement in the form that CCS or the Client specifies.
- 23.4 The Agency can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5 The Agency remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 23.6 If CCS or the Client asks the Agency for details about Subcontractors, the Agency must provide details of Subcontractors at all levels of the supply chain including:

- (a) their name;
- (b) the scope of their appointment; and
- (c) the duration of their appointment.

24. Changing the contract

- 24.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.

24.2 The Agency must provide an Impact Assessment either:

- (a) with the Variation Form, where the Agency requests the Variation; or
- (b) within the time limits included in a Variation Form requested by CCS or the Client.

24.3 If the Variation cannot be agreed or resolved by the Parties, CCS or the Client can either:

- (a) agree that the Contract continues without the Variation; or
- (b) terminate the affected Contract, unless in the case of an Order Contract, the Agency has already provided part or all of the provision of the Goods or Services, or where the Agency can show evidence of substantial work being carried out to provide them; or
- (c) refer the Dispute to be resolved using Clause 34 (Resolving Disputes).

24.4 CCS and the Client are not required to accept a Variation request made by the Agency.

24.5 If there is a General Change in Law, the Agency must bear the risk of the change and is not entitled to ask for an increase to the Charges.

24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Agency must give CCS and the Client notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Goods or Services, DPS Prices or a Contract and provide evidence:

- (a) that the Agency has kept costs as low as possible, including in Subcontractor costs; and
- (b) of how it has affected the Agency's costs.

24.7 Any change in the DPS Prices or relief from the Agency's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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- 24.8 The Agency will disclose to the Client any commission, discount or rebate earned by the Agency arising in respect of third party costs directly related to Order Contracts. The Client will receive the full benefit of such commission, discount or rebate and the Charges shall be varied accordingly.
- 24.9 For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

25. How to communicate about the contract

- 25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.
- 25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address indicated on the Platform.
- 25.3 Notices to the Client must be sent to the Client Authorised Representative's address or email address in the Letter of Appointment.
- 25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Dealing with claims

- 26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
- 26.2 At the Indemnifier's cost the Beneficiary must both:

- (a) allow the Indemnifier to conduct all negotiations and proceedings to do with

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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- a Claim; and
- (b) give the Indemnifier reasonable assistance with the claim if requested.

- 26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.
- 26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

- (a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
- (b) the amount the Indemnifier paid the Beneficiary for the Claim.

27. Preventing fraud, bribery and corruption

- 27.1 The Agency must not during any Contract Period:

- (a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
- (b) do or allow anything which would cause CCS or the Client, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

- 27.2 The Agency must during the Contract Period:

- (a) create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
- (b) keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Client on request; and
- (c) if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

27.3 The Agency must immediately notify CCS and the Client if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

- (a) been investigated or prosecuted for an alleged Prohibited Act;
- (b) been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
- (c) received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
- (d) suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.

27.4 If the Agency notifies CCS or the Client as required by Clause 27.3, the Agency must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

27.5 In any notice the Agency gives under Clause 27.3 it must specify the:

- (a) Prohibited Act;
- (b) identity of the Party who it thinks has committed the Prohibited Act; and
- (c) action it has decided to take.

28. Equality, diversity and human rights

28.1 The Agency must follow all applicable equality Law when they perform their obligations under the Contract, including:

- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
- (b) any other requirements and instructions which CCS or the Client reasonably imposes related to equality Law.

28.2 The Agency must take all necessary steps, and inform CCS or the Client of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

29. Health and safety

29.1 The Agency must perform its obligations meeting the requirements of:

- (a) all applicable Law regarding health and safety; and
- (b) the Client's current health and safety policy while at the Client's Premises, as provided to the Agency.

29.2 The Agency and the Client must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Client Premises that relate to the performance of a Contract.

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30. Environment

- 30.1 When working on Site the Agency must perform its obligations under the Client's current Environmental Policy, which the Client must provide.
- 30.2 The Agency must ensure that Supplier Staff are aware of the Client's Environmental Policy.

31. Tax

- 31.1 The Agency must not breach any Tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Client cannot terminate a Contract where the Agency has not paid a minor Tax or social security contribution.
- 31.2 Where the Charges payable under a Contract with the Client are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Agency must notify CCS and the Client of it within 5 Working Days including:
 - (a) the steps that the Agency is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
 - (b) other information relating to the Occasion of Tax Non-Compliance that CCS and the Client may reasonably need.
- 31.3 Where the Agency or any Agency Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under an Order Contract, the Agency must both:
 - (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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- (b) indemnify the Client against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Goods or Services by the Agency or any of the Agency Staff.

31.4 If any of the Agency Staff are Workers who receive payment relating to the Goods or Services, then the Agency must ensure that its contract with the Worker contains the following requirements:

- (a) the Client may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Client can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Client's request if the Worker fails to provide the information requested by the Client within the time specified by the Client;
- (c) the Worker's contract may be terminated at the Client's request if the Worker provides information which the Client considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and
- (d) the Client may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Conflict of interest

- 32.1 The Agency must take action to ensure that neither the Agency nor the Agency Staff are placed in the position of an actual or potential Conflict of Interest.
- 32.2 The Agency must promptly notify and provide details to CCS and each Client if a Conflict of Interest happens or is expected to happen.
- 32.3 CCS and each Client can terminate its Contract immediately by giving notice in writing to the Agency or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

33. Reporting a breach of the contract

33.1 As soon as it is aware of it the Agency and Agency Staff must report to CCS or the Client any actual or suspected breach of:

- (a) Law;
- (b) Clause 12.1; or
- (c) Clauses 27 to 32.

33.2 The Agency must not retaliate against any of the Agency Staff who in good faith reports a breach listed in Clause 33.1 to the Client or a Prescribed Person.

34. Resolving disputes

34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.

34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.

34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- (a) determine the Dispute;

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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- (b) grant interim remedies; and/or
- (c) grant any other provisional or protective relief.

- 34.4 The Agency agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Agency has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.
- 34.6 The Agency cannot suspend the performance of a Contract during any Dispute.

35. Which law applies

This Contract and any Disputes arising out of, or connected to it, are governed by English law.

36. Agency doing work for others

- 36.1 Adverse public perception could have a detrimental impact on the Client's desired outcomes for an Order Contract. To minimise this risk, the Agency must not, without the Client's written consent, provide services to a third party during the Contract Period of any Order Contract where the provision of such services (in the reasonable opinion of the Client):
- (a) has the potential to adversely affect the Client's desired outcome of the Order Contract or diminish the trust that the public places in the Client; or
 - (b) is likely to cause embarrassment to the Client or bring the Client into disrepute or may result in a conflict of interest for the Client.
- 36.2 The only exception to this is if the Agency provides services to an existing client, which the Client had been informed about before entering into the relevant Order Contract.
- 36.3 If the Agency becomes aware of a breach, or potential breach, of its obligations under Clause 36.1, the Agency must notify the Client immediately, providing full details of the nature of the breach and the likely impact on the Order Contract.

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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36.4 If the Agency breaches Clause 36.1, the Client may terminate the relevant Order Contract or any Statement of Work under it with immediate effect in accordance with Clause 10.4.1.

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from the Agency

- 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 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Agency acknowledges that the Client may have additional requirements in relation to corporate social responsibility. The Client expects that the Agency and its Subcontractors will comply with such corporate social responsibility requirements as the Client may notify to the Agency from time to time.

2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Agency shall support CCS and the Client in fulfilling its Public Sector Equality duty under S149 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 available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

3.1 The Agency:

- 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 Agency Staff or Subcontractor 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 offences 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 offences 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;

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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- 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 CCS, 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 CCS, the Client and Modern Slavery Helpline.

4. Income Security

4.1 The Agency shall:

- 4.1.1 ensure 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 Agency Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.3 ensure that all Workers are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;

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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 Agency Staff; and

4.1.6 ensure that Agency Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Agency shall:

- 5.1.1 ensure that the working hours of Agency Staff comply with national laws, and any collective agreements;
- 5.1.2 Ensure that the working hours of Agency 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;

DPS Schedule 6 (Letter of Appointment and Order Schedules)
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- (b) frequency; and
- (c) hours worked;

by individuals and by the Agency 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 Agency 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 Agency shall meet the applicable Government Buying Standards applicable to Goods or Services which can be found online at:

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

Order Schedule 4 (Proposal)



Appendix 2 -
Brickwall DFE itt_28615



Appendix 1 -
Brickwall itt28615 2.



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Appendix 3 -
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