

Crown Commercial Service



Ministry of
JUSTICE

Call Off Order Form and Call Off Terms

relating to

The Provision of Multifunctional Devices and Services, Managed Print Services,

Bulk Print Services and Print Audit Services

PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of Multifunctional Devices, Managed Print and Content Services and Records and Information Management (with Agreement ID: RM3781) dated 26 October 2016.

The Supplier agrees to supply the Goods and/or Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Call Off Order Form and the Call Off Terms.

Order Number	4503
From	The Ministry of Justice ("CUSTOMER") 102 Petty France, London, SW1H 9AJ
To	Xerox (UK) Limited ("SUPPLIER") Registered in England and Wales (company number: 330754) Registered office address: Building 4 Uxbridge Business Park, Sanderson Road, Uxbridge, Middlesex, England, UB8 1DH

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Call Off Commencement Date: 25 October 2021
1.2.	Expiry Date: End date of Call Off Initial Period: 24 October 2026 End date of First Call Off Extension Period: 24 October 2027 End date of Second Call Off Extension Period: 24 October 2028 Minimum written notice to Supplier in respect of extension: Three (3) Months

2. GOODS AND/OR SERVICES

2.1	Goods and/or Services required: In Call Off Schedule 2 (Statement of Requirements). The Warranty Period shall be twelve (12) Months or if longer the term of any manufacturers
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	warranty in relation to the Goods.
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3. IMPLEMENTATION PLAN

3.1.	<p>Implementation Plan(s):</p> <p>A High Level Implementation Plan is at paragraph 2 of Call Off Schedule 4 (Implementation Plan).</p> <p>The Supplier shall provide to the Customer for Approval:</p> <ul style="list-style-type: none"> • a draft updated Implementation Plan in respect of the Bulk Print Services and Print Room Services, Maintenance Services and Catalogue Services within fourteen (14) days from the Call Off Commencement Date; and • a draft updated Implementation Plan in respect of the Managed Print Services within one (1) Month from the Call Off Commencement Date.
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4. CONTRACT PERFORMANCE

4.1.	<p>Standards and Quality:</p> <p>Number of Working Days within which Quality Plans must be develop by the Supplier: 30 Working Days.</p>
4.2	<p>Service Levels/Service Credits:</p> <p>In Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Call Off KPIs and Service Credits).</p> <p>Call Off KPIs shall also apply, as set out in Call Off Schedule 6 (Service Levels, Call Off KPIs and Service Credits) and any terms in these Call Off Terms applicable to Service Levels shall also apply to any Call Off KPI.</p> <p>Service Credit Cap:</p> <p>The Service Credit Cap applicable to each Service Level as further set out in Annex 1 to Call Off Schedule 6 (Service Levels, Call Off KPIs and Service Credits).</p> <p>Customer periodic reviews of Service Levels</p> <p>In Call Off Schedule 6 (Service Levels, Call Off KPIs and Service Credits).</p>
4.3	<p>Critical Service Level Failure:</p> <p>As defined in Call Off Schedule 1 (Definitions).</p>
4.4	<p>Performance Monitoring:</p> <p>In Part B of Call Off Schedule 6 (Service Levels, Call Off KPIs and Service Credits).</p>
4.5	<p>Period for providing Rectification Plan:</p> <p>In Clause 41.2.1(a) of the Call Off Terms.</p>
4.6	<p>Supplier Software, Customer Software and Third Party Software</p> <p>In Call Off Schedule 15 (Call Off Tender).</p>

5. PERSONNEL

5.1	Key Personnel: Service Delivery Director: [REDACTED] Programme Director: [REDACTED] Test Manager: [REDACTED] Commercial Manager: [REDACTED] Technical Manager: [REDACTED] for Transition / [REDACTED] for Legacy Service
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): N/A

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).
6.3	Reimbursable Expenses: Not permitted.
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Ministry of Justice PO BOX 697 Newport NP10 8ZF
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The Call Off Contract Period and any Call Off Extension Period.
6.6	Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: The day falling six (6) Months after the Call Off Commencement Date and thereafter on the anniversary of the Call Off Commencement Date and on the day falling six (6) Months after the anniversary of each subsequent Call Off Contract Year during the Call Off Contract Period.
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not permitted.

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £6,629,274.
7.2	Supplier's limitation of Liability: In Clause 39.2.1 of the Call Off Terms.
7.3	Insurance (Clause 40.3 of the Call Off Terms): <ul style="list-style-type: none"> • Third Party Public and Products Liability Insurance: with a limit of indemnity of not less than £10 million in respect of any one occurrence. • Professional Indemnity Insurance: with a limit of indemnity of not less than £10 million in respect of any one claim. • Employers Liability Insurance: with a limit of indemnity of not less than £10 million (or if higher the limit required by law from time to time) for any one occurrence.

8. TERMINATION AND EXIT

8.1	Termination on material Default: In Clause 44.2.1 of the Call Off Terms.
8.2	Termination without cause notice period (Clause 44.7.1 of the Call Off Terms): In Clause 44.7.1 of the Call Off Terms.
8.3	Undisputed Sums Limit: In Clause 45.1.1 of the Call Off Terms.
8.4	Exit Management: In Call Off Schedule 9 (Exit Management).

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: N/A
9.2	Commercially Sensitive Information: Annex 1 of Call Off Schedule 2 (Statement of Requirements). Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing). Call Off Schedule 15 (Call Off Tender). Call Off Schedule 4 (Implementation Plan) – delay payments only
9.3	Maintenance of the ICT Environment and Maintained Interfaces The Supplier shall not be required to maintain the ICT Environment of the Customer but shall be required to maintain the Maintained Interfaces in accordance with Clause 35 and the

	<p>Statement of Requirements.</p> <p>For the avoidance of doubt, the Supplier shall be entirely responsible for the provision and maintenance of the Supplier System.</p>
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10. OTHER CALL OFF REQUIREMENTS

10.1	<p>Recitals (in preamble to the Call Off Terms):</p> <p>Recitals B to E</p> <p>Recital C - date of issue of the Statement of Requirements: 4 September 2020</p> <p>Recital D - date of receipt of Call Off Tender: 30 November 2020</p>
10.2	<p>Call Off Guarantee (Clause 4 of the Call Off Terms):</p> <p>This Call Off Contract is subject to a Call Off Guarantee from Xerox Limited (a company incorporated in England and Wales with number 00575914 whose registered office is at Building 4 Uxbridge Business Park, Sanderson Road, Uxbridge, Middlesex, England, UB8 1DH), which has been procured by the Supplier and delivered to the Customer on 25 October 2021</p>
10.3	<p>Security:</p> <p>In Call Off Schedule 7 (Security).</p>
10.4	<p>ICT Policy:</p> <p>Additional Customer ICT Security Requirements are set out in Annex 4 to Call Off Schedule 7. Customer ICT Policy to be provided by the Customer before the Call Off Commencement Date.</p>
10.5	<p>Testing:</p> <p>In Call Off Schedule 5 (Testing).</p>
10.6	<p>Business Continuity & Disaster Recovery:</p> <p>In Call Off Schedule 8 (IT Service Continuity and Disaster Recovery).</p> <p>Disaster Period:</p> <p>For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be four (4) hours, save in respect of lost Customer Data in which case the “Disaster Period” shall be twenty-four (24) hours.</p>
10.7	<p>Failure of Supplier Equipment (Clause 33.8 of the Call Off Terms):</p> <p>For the purpose of that Clause the value for X shall be three (3) and the value for Y shall be one (1) Month.</p>
10.8	<p>Protection of Customer Data (Clause 37.3.3 of the Call Off Terms):</p> <p>Customer Data shall be provided in a machine-readable, unencrypted and searchable format.</p>
10.9	<p>Notices (Clause 58.6 of the Call Off Terms):</p> <p>Customer’s postal address and email address:</p> <p>102 Petty France, London, SW1H 9AJ</p> <p>[REDACTED]</p>

	<p>Supplier's postal address and email address:</p> <p>Building 4 Uxbridge Business Park, Sanderson Road, Uxbridge, Middlesex, England, UB8 1DH</p> <p>[REDACTED]</p>
10.10	<p>Transparency Reports</p> <p>In Call Off Schedule 13 (Transparency Reports).</p> <p>The Supplier shall provide to the Customer for Approval draft Transparency Reports within: three (3) Months from the Call Off Commencement Date.</p>
10.11	<p>Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14):</p> <p>Additional terms are as set out in the Call Off Terms.</p> <p>Not applicable.</p>
10.12	<p>Call Off Tender:</p> <p>In Call Off Schedule 15 (Call Off Tender).</p>
10.13	<p>Training</p> <p>In Call Off Schedule 2 (Statement of Requirements).</p> <p>The Supplier acknowledges that all training provided in accordance with the Statement of Requirements is included within the Call Off Charges and the Supplier shall not be entitled to make any additional charge or recover any other expenses in respect of its provision of such training activities.</p>

FORMATION OF CALL OFF CONTRACT

BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Goods and/or Services in accordance with the terms set out in the Call Off Order Form and the Call Off Terms.

The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.

For and on behalf of the Supplier:

Name and Title	[REDACTED]
Signature	[REDACTED]
Date	[REDACTED]

For and on behalf of the Customer:

Name and Title	[REDACTED]
Signature	[REDACTED]
Date	[REDACTED]

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PART 2 – CALL OFF TERMS

TERMS AND CONDITIONS

RECITALS

- A. Where recital A has been selected in the Call Off Order Form, the Customer has followed the call off procedure set out in paragraph 1.2 of Framework Schedule 5 (Call Off Procedure) and has awarded this Call Off Contract to the Supplier by way of direct award.
- B. Where recitals B to E have been selected in the Call Off Order Form, the Customer has followed the call off procedure set out in paragraph 1.3 of Framework Schedule 5 (Call Off Procedure) and has awarded this Call Off Contract to the Supplier by way of further competition.
- C. The Customer issued its Statement of Requirements for the provision of the Goods and/or Services on the date specified at paragraph 10.1 of the Call Off Order Form.
- D. In response to the Statement of Requirements the Supplier submitted a Call Off Tender to the Customer on the date specified at paragraph 10.1 of the Call Off Order form through which it provided to the Customer its solution for providing the Goods and/or Services.
- E. On the basis of the Call Off Tender, the Customer selected the Supplier to provide the Goods and/or Services to the Customer in accordance with the terms of this Call Off Contract.

A. PRELIMINARIES

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Call Off Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in Call Off Schedule 1 (Definitions) or the relevant Call Off Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in Call Off Schedule 1 (Definitions) or relevant Call Off Schedule, it shall have the meaning given to it in the Framework Agreement. If no meaning is given to it in the Framework Agreement, 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 this Call Off 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 Crown 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 this Call Off Contract;
- 1.3.8 references to “**Clauses**” and “**Call Off Schedules**” are, unless otherwise provided, references to the clauses and schedules of this Call Off Contract and references in any Call Off Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Call Off Schedule in which these references appear; and
- 1.3.9 the headings in this Call Off Contract are for ease of reference only and shall not affect the interpretation or construction of this Call Off Contract.
- 1.4 Subject to Clauses 1.5 and 1.6 (Definitions and Interpretation), in the event of and only to the extent of any conflict between the Call Off Order Form, the Call Off Terms and the provisions of the Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:
 - 1.4.1 the Framework Agreement, except Framework Schedule 21 (Tender);
 - 1.4.2 the Call Off Order Form;
 - 1.4.3 the Call Off Terms, except Call Off Schedule 15 (Call Off Tender);
 - 1.4.4 Call Off Schedule 15 (Call Off Tender); and
 - 1.4.5 Framework Schedule 21 (Tender).
- 1.5 Any permitted changes by the Customer to the Template Call Off Terms and the Template Call Off Order Form under Clause 5 (Call Off Procedure) of the Framework Agreement and Framework Schedule 5 (Call Off Procedure) prior to them becoming the Call Off Terms and the Call Off Order Form which comprise this Call Off Contract shall prevail over the Framework Agreement.
- 1.6 Where Call Off Schedule 15 (Call Off Tender) or Framework Schedule 21 (Tender) contain provisions which are more favourable to the Customer in relation to (the rest of) this Call Off Contract, such provisions of the Call Off Tender or the Tender shall prevail. The Customer shall in its absolute and sole discretion determine whether any provision in the Call Off Tender or Tender is more favourable to it in this context.

2. DUE DILIGENCE

- 2.1 The Supplier acknowledges that:
 - 2.1.1 the Customer has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this Call Off Contract;
 - 2.1.2 it has made its own enquiries to satisfy itself as to the accuracy and adequacy of the Due Diligence Information;
 - 2.1.3 it has raised all relevant due diligence questions with the Customer before the Call Off Commencement Date;
 - 2.1.4 it has satisfied itself of all relevant details, including but not limited to, details relating to the following:
 - (a) suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Call Off Commencement Date) future Operating Environment;
 - (b) operating processes and procedures and the working methods of the Customer;

- (c) ownership, functionality, capacity, condition and suitability for use in the provision of the Goods and/or Services of the Customer Assets; and
 - (d) existing contracts (including any licences, support, maintenance and other agreements relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Call Off Contract and/or which the Supplier will require the benefit of for the provision of the Goods and/or Services;
- 2.1.5 it has advised the Customer in writing of:
 - (a) each aspect, if any, of the Operating Environment that is not suitable for the provision of the Goods and/or Services;
 - (b) the actions needed to remedy each such unsuitable aspect; and
 - (c) a timetable for and the costs of those actions;
- 2.1.6 it has undertaken all necessary due diligence and has entered into this Call Off Contract in reliance on its own due diligence alone; and
- 2.1.7 it shall not be excused from the performance of any of its obligations under this Call Off Contract on the grounds of, nor shall the Supplier be entitled to recover any additional costs or charges, arising as a result of any:
 - (a) unsuitable aspects of the Operating Environment;
 - (b) misinterpretation of the requirements of the Customer in the Call Off Order Form or elsewhere in this Call Off Contract;
 - (c) failure by the Supplier to satisfy itself as to the accuracy and/or adequacy of the Due Diligence Information; and/or
 - (d) failure by the Supplier to undertake its own due diligence.

3. REPRESENTATIONS AND WARRANTIES

3.1 Each Party represents and warrants that:

- 3.1.1 it has full capacity and authority to enter into and to perform this Call Off Contract;
- 3.1.2 this Call Off Contract is executed by its duly authorised representative;
- 3.1.3 there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it (or, in the case of the Supplier, any of its Affiliates) that might affect its ability to perform its obligations under this Call Off Contract; and
- 3.1.4 its obligations under this Call Off Contract constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable (as the case may be for each Party) bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or Law).

3.2 The Supplier represents and warrants that:

- 3.2.1 it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
- 3.2.2 it has all necessary consents (including, where its procedures so require, the consent of its Parent Company) and regulatory approvals to enter into this Call Off Contract;

- 3.2.3 its execution, delivery and performance of its obligations under this Call Off Contract does not and will not constitute a breach of any Law or obligation applicable to it and does not and will not cause or result in a Default under any agreement by which it is bound;
- 3.2.4 as at the Call Off Commencement Date, all written statements and representations in any written submissions made by the Supplier as part of the procurement process, its Tender, Call Off Tender and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Call Off Contract;
- 3.2.5 if the Call Off Contract Charges payable under this Call Off Contract exceed or are likely to exceed five (5) million pounds, as at the Call Off Commencement Date it has notified the Customer in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in connection with any Occasions of Tax Non Compliance;
- 3.2.6 it has and shall continue to have all necessary rights in and to the Licensed Software, the Third Party IPR, the Supplier Background IPR and any other materials made available by the Supplier (and/or any Sub-Contractor) to the Customer which are necessary for the performance of the Supplier's obligations under this Call Off Contract including the receipt of the Goods and/or Services by the Customer;
- 3.2.7 it shall take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive elements (including any virus, worms and/or Trojans, spyware or other malware) into systems, data, software or the Customer's Confidential Information (held in electronic form) owned by or under the control of, or used by, the Customer;
- 3.2.8 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Call Off Contract;
- 3.2.9 it is not affected by an Insolvency Event and no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue; and
- 3.2.10 for the Call Off Contract Period and for a period of twelve (12) Months after the termination or expiry of this Call Off Contract, the Supplier shall not employ or offer employment to any staff of the Customer which have been associated with the provision of the Goods and/or Services without Approval or the prior written consent of the Customer which shall not be unreasonably withheld.
- 3.3 Each of the representations and warranties set out in Clauses 3.1 and 3.2 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any undertaking in this Call Off Contract.
- 3.4 If at any time a Party becomes aware that a representation or warranty given by it under Clauses 3.1 and 3.2 has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.
- 3.5 For the avoidance of doubt, the fact that any provision within this Call Off Contract is expressed as a warranty shall not preclude any right of termination the Customer may have in respect of breach of that provision by the Supplier which constitutes a material Default.

4. CALL OFF GUARANTEE

- 4.1 Where the Customer has stipulated in the Call Off Order Form that this Call Off Contract shall be conditional upon receipt of a Call Off Guarantee, then, on or prior to the Call Off Commencement Date or on any other date specified by the Customer, the Supplier shall deliver to the Customer:
- 4.1.1 an executed Call Off Guarantee from a Call Off Guarantor; and
 - 4.1.2 a certified copy extract of the board minutes and/or resolution of the Call Off Guarantor approving the execution of the Call Off Guarantee.
- 4.2 The Customer may in its sole discretion at any time agree to waive compliance with the requirement in Clause 4.1 by giving the Supplier notice in writing.

B. DURATION OF CALL OFF CONTRACT

5. CALL OFF CONTRACT PERIOD

- 5.1 This Call Off Contract shall take effect on the Call Off Commencement Date and the term of this Call Off Contract shall be the Call Off Contract Period.
- 5.2 Where the Customer has specified a Call Off Extension Period in the Call Off Order Form, the Customer may extend this Call Off Contract:
- 5.2.1 for the First Call Off Extension Period by providing written notice to the Supplier before the end of the Call Off Initial Period; and
 - 5.2.2 for the Second Call Off Extension Period by providing written notice to the Supplier before the end of the First Call Off Extension Period.
- 5.3 The minimum period for the written notice shall be as specified in the Call Off Order Form.

C. CALL OFF CONTRACT PERFORMANCE

6. IMPLEMENTATION PLAN

6.1 Formation of Implementation Plan

- 6.1.1 A High Level Implementation Plan is included at paragraph 2 of Call Off Schedule 4 (Implementation Plan) but the parties acknowledge and agree that this High Level Implementation Plan is indicative only and is subject to change in accordance with this Clause 6.
- 6.1.2 The Customer has specified in the Call Off Order Form that the Supplier shall provide draft Implementation Plan(s) prior to the commencement of the provision of the Goods and/or Services. The Supplier's draft(s) must contain information at the level of detail necessary to manage the implementation stage effectively and as the Customer may require. The draft Implementation Plan(s) shall take account of all dependencies known to, or which should reasonably be known to, the Supplier and must:
- (a) include clear Milestones and Milestone Dates for at least all anticipated milestones identified in the High Level Implementation Plan; and
 - (b) meet (or exceed) any mandatory milestones identified in the High Level Implementation Plan; and
 - (c) include Delay Payments for milestones requiring Delay Payments identified in the High Level Implementation Plan (and such other Milestones as the Customer may reasonably require).

- 6.1.3 The Supplier shall submit the draft Implementation Plan(s) to the Customer for Approval (such decision of the Customer to Approve or not shall not be unreasonably delayed or withheld) within such period as specified by the Customer in the Call Off Order Form. The Parties agree to work together in good faith to ensure that the Implementation Plan(s) for Managed Print Services are agreed within three (3) Months of the Call Off Commencement Date and that the Implementation Plan(s) for all other Services (including but not limited to Bulk Print Services, Print Room Services, Maintenance Services and Catalogue Services) are agreed within thirty (30) days of the Call Off Commencement Date.
- 6.1.4 The Supplier shall perform each of the Deliverables identified in the Implementation Plan(s) by the applicable date assigned to that Deliverable in the Implementation Plan(s) so as to ensure that each Milestone identified in the Implementation Plan(s) is Achieved on or before its Milestone Date.
- 6.1.5 The Supplier shall monitor its performance against the Implementation Plan(s) and Milestones (if any) and any other requirements of the Customer as set out in this Call Off Contract and report to the Customer on such performance.

6.2 Control of Implementation Plan(s)

- 6.2.1 Subject to Clause 6.2.2, the Supplier shall keep the Implementation Plan(s) under review in accordance with the Customer's instructions and ensure that it is maintained and updated on a regular basis as may be necessary to reflect the then current state of the provision of the Goods and/or Services. The Customer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 6.2.2 Changes to the Milestones (if any), Milestone Payments (if any) and Delay Payments (if any) shall only be made in accordance with the Change Control Procedure and provided that the Supplier shall not attempt to postpone any of the Milestones using the Change Control Procedure or otherwise (except in the event of a Customer Cause which affects the Supplier's ability to Achieve a Milestone by the relevant Milestone Date).
- 6.2.3 Where so specified by the Customer in the Implementation Plan(s) or elsewhere in this Call Off Contract, time in relation to compliance with a date, Milestone Date or period shall be of the essence and failure of the Supplier to comply with such date, Milestone Date or period shall be a material Default unless the Parties expressly agree otherwise.

6.3 Rectification of Delay in Implementation

- 6.3.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Call Off Contract:
- (a) it shall:
 - (i) notify the Customer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
 - (ii) include in its notification an explanation of the actual or anticipated impact of the Delay;
 - (iii) comply with the Customer's instructions in order to address the impact of the Delay or anticipated Delay; and
 - (iv) use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay; and
 - (b) if the Delay or anticipated Delay relates to a Milestone in respect which a Delay Payment has been specified in the Implementation Plan(s), Clause 6.4 (Delay Payments) shall apply.

6.4 Delay Payments

- 6.4.1 If Delay Payments have been included in the Implementation Plan(s) and a Milestone has not been Achieved by the relevant Milestone Date, the Supplier shall pay to the Customer such Delay Payments (calculated as set out by the Customer in the Implementation Plan) and the following provisions shall apply:
- (a) the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Customer as a result of the Supplier's failure to Achieve the corresponding Milestone;
 - (b) Delay Payments shall be the Customer's exclusive financial remedy for the Supplier's failure to Achieve a corresponding Milestone by its Milestone Date except where:
 - (i) the Customer is otherwise entitled to or does terminate this Call Off Contract pursuant to Clause 44 (Customer Termination Rights) except Clause 44.7 (Termination Without Cause); or
 - (ii) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan for the purposes of this sub-Clause, commencing on the relevant Milestone Date;
 - (c) the Delay Payments will accrue on a daily basis from the relevant Milestone Date and shall continue to accrue until the date when the Milestone is Achieved (unless otherwise specified by the Customer in the Implementation Plan);
 - (d) no payment or concession to the Supplier by the Customer or other act or omission of the Customer shall in any way affect the rights of the Customer to recover the Delay Payments or be deemed to be a waiver of the right of the Customer to recover any such damages unless such waiver complies with Clause 51 (Waiver and Cumulative Remedies) and refers specifically to a waiver of the Customer's rights to claim Delay Payments; and
 - (e) the Supplier waives absolutely any entitlement to challenge the enforceability in whole or in part of this Clause 6.4.1 and Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 39 (Liability).

7. GOODS AND/OR SERVICES

7.1 Provision of the Goods and/or Services

- 7.1.1 The Customer hereby appoints the Supplier on a non-exclusive basis to provide the Goods and/or Services during the Call Off Contract Period in accordance with the provisions of the Framework Agreement and this Call Off Contract.
- 7.1.2 The Supplier acknowledges and agrees that the Customer's entry into this Call Off Contract does not create any commitment to provide the Supplier with any minimum volume of work under this Call Off Contract.
- 7.1.3 The Supplier acknowledges and agrees that the Customer relies on the skill and judgment of the Supplier in the provision of the Goods and/or Services and the performance of its obligations under this Call Off Contract.
- 7.1.4 The Supplier shall ensure that the Goods and/or Services:
- (a) comply in all respects with the description of the Goods and/or Services in Call Off Schedule 2 (Statement of Requirements) or elsewhere in this Call Off Contract and any description of the Goods and/or Services made available in the Catalogue; and

- (b) are supplied in accordance with the provisions of this Call Off Contract (including the Call Off Tender) and the Tender.
- 7.1.5 The Supplier shall perform its obligations under this Call Off Contract in accordance with:
 - (a) all applicable Law;
 - (b) Good Industry Practice;
 - (c) the Standards;
 - (d) the Security Policy;
 - (e) the Quality Plans;
 - (f) the Customer ICT Requirements, MOJ Policies, and ICT Policy (if so required by the Customer); and
 - (g) the Supplier's own established procedures and practices to the extent the same do not conflict with the requirements of Clauses 7.1.5(a) to 7.1.5(e).
- 7.1.6 The Supplier shall:
 - (a) at all times allocate sufficient resources with the appropriate technical expertise to supply the Deliverables and to provide the Goods and/or Services in accordance with this Call Off Contract;
 - (b) subject to Clause 23 (Change Control), obtain, and maintain throughout the duration of this Call Off Contract, all the consents, approvals, licences and permissions (statutory, regulatory contractual or otherwise) it may require and which are necessary for the provision of the Goods and/or Services;
 - (c) ensure that the release of any new Supplier Software or upgrade to any Supplier Software complies with the interface requirements of the Customer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Customer three (3) Months before the release of any new Supplier Software or Upgrade;
 - (d) ensure that all Software including Upgrades, Updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
 - (e) ensure that any products and/or services recommended or otherwise specified by the Supplier for use by the Customer in conjunction with the Deliverables and/or the Goods and/or the Services shall enable the Deliverables and/or the Goods and/or Services to meet the requirements of the Customer;
 - (f) ensure that the Supplier System and Supplier Assets will be free of all encumbrances (except as agreed in writing with the Customer) and will be Euro Compliant;
 - (g) ensure that the Goods and/or Services are fully compatible with any Customer Software, Customer System, Customer Property or Customer Assets and any other interfaces described in the Interface Map (or elsewhere in this Call Off Contract) or otherwise used by the Supplier in connection with this Call Off Contract;
 - (h) minimise any disruption to the Sites, Services, the ICT Environment and/or the Customer's operations when providing the Goods and/or Services;
 - (i) ensure that any Documentation and training provided by the Supplier to the Customer are comprehensive, accurate and prepared in accordance with Good Industry Practice;

- (j) co-operate with the Other Suppliers and provide reasonable information (including any Documentation), advice and assistance in connection with the Goods and/or Services to any Other Supplier to enable such Other Supplier to create and maintain technical or organisational interfaces with the Services and, on the Call Off Expiry Date for any reason, to enable the timely transition of the supply of the Goods and/or Services (or any of them) to the Customer and/or to any Replacement Supplier;
- (k) assign to the Customer, or if it is unable to do so, shall (to the extent it is legally able to do so) hold on trust for the sole benefit of the Customer, all warranties and indemnities provided by third parties or any Sub-Contractor in respect of any Deliverables and/or the Goods and/or Services. Where any such warranties are held on trust, the Supplier shall enforce such warranties in accordance with any reasonable directions that the Customer may notify from time to time to the Supplier;
- (l) provide the Customer with such assistance as the Customer may reasonably require during the Call Off Contract Period in respect of the supply of the Goods and/or Services;
- (m) deliver the Goods and/or Services in a proportionate and efficient manner;
- (n) ensure that neither it, nor any of its Affiliates, embarrasses the Customer or otherwise brings the Customer into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Customer, regardless of whether or not such act or omission is related to the Supplier's obligations under this Call Off Contract;
- (o) gather, collate and provide such information and co-operation as the Customer may reasonably request for the purposes of ascertaining the Supplier's compliance with its obligations under this Call Off Contract; and
- (p) provide training to the Customer's personnel in accordance with paragraph 10.13 of the Call Off Order Form and, unless otherwise indicated in the Call Off Order Form, the Charges shall include all costs of training including the cost of instruction of the Customer's personnel in the use and maintenance of the Goods and/or Services, such instruction to be in accordance with the specification for training set out in Schedule 2 of the Framework Agreement or as otherwise set out in the Call Off Order Form.

7.1.7 An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that all Sub-Contractors and Supplier Personnel also do, or refrain from doing, such act or thing.

8. SERVICES

8.1 General application

- 8.1.1 This Clause 8 shall apply if any Services have been included in Annex 1 of Call Off Schedule 2 (Statement of Requirements).
- 8.1.2 The Supplier shall supply the Services during the Call Off Contract Period in accordance with the specification for maintenance services set out in Schedule 2 of the Framework Agreement, the Statement of Requirements or as otherwise set out in the Call Off Order Form and this Call Off Contract.

8.2 Time of Delivery of the Services

- 8.2.1 The Supplier shall provide the Services on the date(s) specified in the Call Off Order Form (or elsewhere in this Call Off Contract, including Call Off Schedule 2 (Statement of Requirements)) and the Milestone Dates (if any), and as applicable, in accordance with any fulfilment time(s) set out in the Catalogue or dates specified in any Catalogue Order.

8.3 Location and Manner of Delivery of the Services

- 8.3.1 Except where otherwise provided in this Call Off Contract, the Supplier shall provide the Services to the Customer through the Supplier Personnel at the Sites.
- 8.3.2 The Customer may inspect and examine the manner in which the Supplier provides the Services at the Sites and, if the Sites are not the Customer Premises, the Customer may carry out such inspection and examination during normal business hours and on reasonable notice.

8.4 Undelivered Services

- 8.4.1 In the event that any of the Services are not Delivered in accordance with Clauses 7.1 (Provision of the Goods and/or Services), 8.2 (Time of Delivery of the Services) and 8.3 (Location and Manner of Delivery of the Services) ("**Undelivered Services**"), the Customer, without prejudice to any other rights and remedies of the Customer howsoever arising, shall be entitled to withhold payment of the applicable Call Off Contract Charges for the Services that were not so Delivered until such time as the Undelivered Services are Delivered.
- 8.4.2 The Customer may, at its discretion and without prejudice to any other rights and remedies of the Customer howsoever arising, deem the failure to comply with Clauses 7.1, (Provision of the Goods and/or Services), 8.2 (Time of Delivery of the Services) and 8.3 (Location and Manner of Delivery of the Services) and meet the relevant Milestone Date (if any) to be a material Default.

8.5 Provision of Maintenance Services

- 8.5.1 This Clause 8.5 shall apply to the provision of the Maintenance Services.
- 8.5.2 The Maintenance Services shall include the provision of spares, replacement parts and consumables (save where expressly provided otherwise in the Statement of Requirements) and the Supplier shall not be entitled to make any additional charge for the supply of such items, except where expressly set out in the Call Off Order Form.
- 8.5.3 If any Maintained Device (or any component thereof) breaks down and the Supplier is not able to repair the Maintained Device (or the relevant component) in accordance with the specification and timescales set out in Schedule 2 of the Framework Agreement, the Statement of Requirements or as otherwise set out in this Call Off Contract, the Supplier shall notify the Customer as soon as reasonably practicable that it is unable to repair such Maintained Device.
- 8.5.4 All replacement parts and all substitutions provided by the Supplier pursuant to this Clause 8.5, shall be the property of the Customer and title shall pass to the Customer upon completion of installation.

8.6 Provision of Managed Print Services

- 8.6.1 This Clause 8.6 shall apply to the provision of the Managed Print Services.
- 8.6.2 The Managed Print Services shall include the provision of any Print Equipment, spares, replacement parts, consumables, toner and staples as necessary for the provision of the Managed Print Services, and the Supplier shall not be entitled to make any additional charge for the supply of such items, except where expressly set out in the Call Off Order Form.

- 8.6.3 If any of the Print Equipment breaks down and the Supplier is not able to repair the Print Equipment in accordance with the specification and timescales set out in Clause 33.8, Schedule 2 of the Framework Agreement or as otherwise set out in this Call Off Contract, the Supplier shall, at its own cost, without delay, replace any Print Equipment that are not operational with new devices of the same type as the appropriate Refreshed Print Equipment in accordance with Clause 33.
- 8.6.4 All replacement parts fitted to the Print Equipment and all substitutions for the Print Equipment shall remain the property of the Supplier.

8.7 Specially Written Software warranty

- 8.7.1 The Supplier warrants to the Customer that all components of the Specially Written Software shall:
- (a) be free from material design and programming errors;
 - (b) perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 2 (Statement of Requirements) and Documentation; and
 - (c) not infringe any Intellectual Property Rights.

8.8 Obligation to Remedy of Default in the Supply of the Services

- 8.8.1 Subject to Clauses 36.9 (IPR Indemnity) and without prejudice to any other rights and remedies of the Customer howsoever arising (including under Clauses 8.4 (Undelivered Services) and 41 (Customer Remedies for Default)), the Supplier shall, where practicable:
- (a) remedy any breach of its obligations in Clauses 7 and 8 within three (3) Working Days of becoming aware of the relevant Default or being notified of the Default by the Customer or within such other time period as may be agreed with the Customer (taking into account the nature of the breach that has occurred); and
 - (b) meet all the costs of, and incidental to, the performance of such remedial work.

8.9 Continuing Obligation to Provide the Services

- 8.9.1 The Supplier shall continue to perform all of its obligations under this Call Off Contract and shall not suspend the provision of the Services, notwithstanding:
- (a) any withholding or deduction by the Customer of any sum due to the Supplier pursuant to the exercise of a right of the Customer to such withholding or deduction under this Call Off Contract;
 - (b) the existence of an unresolved Dispute; and/or
 - (c) any failure by the Customer to pay any Call Off Contract Charges,
- unless the Supplier is entitled to terminate this Call Off Contract under Clause 45.1 (Termination on Customer Cause for Failure to Pay) for failure by the Customer to pay undisputed Call Off Contract Charges.

9. GOODS

9.1 General application

- 9.1.1 This Clause 9 shall apply to any items purchased by the Customer from the Catalogue and if any Goods have been included in Annex 2 of Call Off Schedule 2 (Statement of Requirements).

- 9.1.2 The Supplier shall make available for purchase any Goods identified in the Catalogue to the Customer, at the price identified in the Catalogue, on the submission of the Customer of a Catalogue Order.
- 9.1.3 The Supplier shall with Approval by the Customer, update the Catalogue from time to time, with updated models of any Goods identified in the Catalogue.

9.2 Time of Delivery of the Goods

- 9.2.1 The Supplier shall provide the Goods on the date(s) specified in the Call Off Order Form (or elsewhere in this Call Off Contract) and in accordance with the Milestone Dates (if any) and any fulfilment time(s) set out in the Catalogue or dates specified in any Catalogue Order, which in any event shall not exceed twenty one (21) calendar days of receipt of an order. In the event of any delay in the delivery, the Supplier shall immediately notify the Customer, specifying reasons for the delay and the revised delivery date.
- 9.2.2 Subject to Clause 9.2.1 (Time of Delivery of the Goods), where the Goods are delivered by the Supplier, the point of delivery shall be to the point of use and shall be unpacked, sited, configured, connected and commissioned by the Supplier (commissioned within one (1) Working Day of delivery). The Supplier shall remove all packaging from the Customer's premises at the time of installation. Where the goods are collected by the Customer, the point of delivery shall be when the Goods are loaded onto the Customer's vehicle. Where the Customer has specified any Installation Works in the Call Off Order Form, Delivery shall include installation of the Goods by the Supplier Personnel at the Sites (or at such place as the Customer may reasonably direct) in accordance with Clause 10 (Installation Works) and the Call Off Order Form.

9.3 Location and Manner of Delivery of the Goods

- 9.3.1 Except where otherwise provided in this Call Off Contract, the Supplier shall deliver the Goods to the Customer through the Supplier Personnel at the Sites.
- 9.3.2 If requested by the Customer prior to Delivery, the Supplier shall provide the Customer with a sample or samples of Goods for evaluation and Approval, at the Supplier's cost and expense.
- 9.3.3 The Goods shall be marked, stored, handled and delivered in a proper manner and in accordance the Customer's instructions as set out in the Call Off Order Form (or elsewhere in this Call Off Contract), Good Industry Practice, any applicable Standards and any Law. In particular, the Goods shall be marked with the Order number and the net, gross and tare weights, the name of the contents shall be clearly marked on each container and all containers of hazardous Goods (and all documents relating thereto) shall bear prominent and adequate warnings.
- 9.3.4 On dispatch of any consignment of the Goods the Supplier shall send the Customer an advice note specifying the means of transport, the place and date of dispatch, the number of packages, their weight and volume together with the all other relevant documentation and information required to be provided under any Laws.
- 9.3.5 The Customer may inspect and examine the manner in which the Supplier supplies the Goods at the Sites and, if the Sites are not the Customer Premises, the Customer may carry out such inspection and examination during normal business hours and on reasonable notice.

9.4 Undelivered Goods

- 9.4.1 In the event that not all of the Goods are Delivered in accordance with Clauses 7.1 (Provision of the Goods and/or Services), 9.2 (Time of Delivery of the Goods) and 9.3 (Location and Manner of Delivery of the Goods) ("**Undelivered Goods**"), the Customer, without prejudice

to any other rights and remedies of the Customer howsoever arising, shall be entitled to withhold payment of the applicable Call Off Contract Charges for the Goods that were not so Delivered until such time as the Undelivered Goods are Delivered.

- 9.4.2 The Customer, at its discretion and without prejudice to any other rights and remedies of the Customer howsoever arising deem the failure to comply with Clauses 7.1 (Provision of the Goods and/or Services), 9.2 (Time of Delivery of the Goods) and 9.3 (Location and Manner of Delivery of the Goods) and meet the relevant Milestone Date (if any) to be a material Default.

9.5 **Over-Delivered Goods**

- 9.5.1 The Customer shall be under no obligation to accept or pay for any Goods delivered in excess of the quantity specified in the Call Off Order Form, or a Catalogue Order (or elsewhere in this Call Off Contract) ("**Over-Delivered Goods**").
- 9.5.2 If the Customer elects not to accept such Over-Delivered Goods it may, without prejudice to any other rights and remedies of the Customer howsoever arising, give notice in writing to the Supplier to remove them within five (5) Working Days and to refund to the Customer any expenses incurred by the Customer as a result of such Over-Delivered Goods (including but not limited to the costs of moving and storing the Over-Delivered Goods).
- 9.5.3 If the Supplier fails to comply with the Customer's notice under Clause 9.5.2, the Customer may dispose of such Over-Delivered Goods and charge the Supplier for the costs of such disposal. The risk in any Over-Delivered Goods shall remain with the Supplier.

9.6 **Delivery of the Goods by Instalments**

- 9.6.1 Unless expressly agreed to the contrary, the Customer shall not be obliged to accept delivery of the Goods by instalments. If, however, the Customer does specify or agree to delivery by instalments, delivery of any instalment later than the date specified or agreed for its Delivery shall, without prejudice to any other rights or remedies of the Customer howsoever arising, entitle the Customer to terminate the whole or any unfulfilled part of this Call Off Contract for material Default without further liability to the Customer.

9.7 **Risk and Ownership in Relation to the Goods**

- 9.7.1 Without prejudice to any other rights or remedies of the Customer howsoever arising:
- (a) risk in the Goods shall pass to the Customer at the time of Delivery; and
 - (b) ownership of the Goods shall pass to the Customer for Lots 1 and 2 where outright purchase is an option on the earlier of Delivery of the Goods or payment by the Customer of the Call Off Contract Charges.

9.8 **Responsibility for Damage to or Loss of the Goods**

- 9.8.1 Without prejudice to the Supplier's other obligations to provide the Goods in accordance with this Call Off Contract, the Supplier accepts responsibility for all damage to or loss of the Goods if the:
- (a) same is notified in writing to the Supplier within three (3) Working Days of receipt and inspection of the Goods by the Customer; and
 - (b) Goods have been handled by the Customer in accordance with the Supplier's instructions.
- 9.8.2 Where the Supplier accepts responsibility under Clause 9.8.1, it shall, at its sole option, replace or repair the Goods (or part thereof) within such time as is reasonable having regard to the circumstances and as agreed with the Customer.

9.9 Warranty of the Goods

- 9.9.1 The Supplier hereby guarantees the Goods for the Warranty Period against faulty materials and workmanship.
- 9.9.2 If the Customer shall within such Warranty Period or within twenty five (25) Working Days thereafter give notice in writing to the Supplier of any defect in any of the Goods as may have arisen during such Warranty Period under proper and normal use, the Supplier shall (without prejudice to any other rights and remedies of the Customer howsoever arising) promptly remedy such faults or defects (whether by repair or replacement as the Customer shall elect) free of charge.

9.10 Obligation to Remedy Default in the Supply of the Goods

- 9.10.1 Subject to Clauses 36.9 (IPR Indemnity) and without prejudice to any other rights and remedies of the Customer howsoever arising (including under Clauses 9.4 (Undelivered Goods) and 41 (Customer Remedies for Default)), the Supplier shall, where practicable:
- (a) remedy any breach of its obligations in this Clause 9 within three (3) Working Days of becoming aware of the relevant Default or being notified of the Default by the Customer or within such other time period as may be agreed with the Customer (taking into account the nature of the breach that has occurred); and
 - (b) meet all the costs of, and incidental to, the performance of such remedial work.

9.11 Continuing Obligation to Provide the Goods

- 9.11.1 The Supplier shall continue to perform all of its obligations under this Call Off Contract and shall not suspend the provision of the Goods, notwithstanding:
- (a) any withholding or deduction by the Customer of any sum due to the Supplier pursuant to the exercise of a right of the Customer to such withholding or deduction under this Call Off Contract;
 - (b) the existence of an unresolved Dispute; and/or
 - (c) any failure by the Customer to pay any Call Off Contract Charges,
- unless the Supplier is entitled to terminate this Call Off Contract under Clause 45.1 (Termination for Failure to Pay) for failure to pay undisputed Call Off Contract Charges.

9.12 Upgrades and Improvements

- 9.12.1 At any time the Customer may upgrade or improve the Maintained Devices or Print Equipment by replacing component parts (but not the Print Equipment in their entirety) with new or used parts or by installing new software with the prior written consent of the Supplier (such consent not to be unreasonably withheld or delayed).
- 9.12.2 If the Customer upgrades or improves the Maintained Devices or Print Equipment by replacing component parts with new or used component parts or by installing software, such upgrades or improvements shall belong to the Customer. The Customer shall have the option to remove any such replacement parts, or uninstall any software that it has installed from any Print Equipment before the Supplier collects any Print Equipment which is not intended to be transferred to the Customer or a Replacement Supplier on expiry or earlier termination of the Call Off Contract provided that the removal of such replacement parts shall not damage the Print Equipment and the Customer shall:
- (a) reinstate the original component parts or re-install the original software;
 - (b) substitute component parts or install software (where possible from the same manufacturer) reasonably similar to the removed component parts or software; or

- (c) offer for acceptance by the Supplier in substitution for the removed parts or uninstalled software (such acceptance not to be unreasonably withheld or delayed) any component parts or software used in upgrading or improving the Print Equipment.

9.13 Collaboration

9.13.1 The Supplier shall at all times during the Call Off Contract Period at its own cost:

- (a) be open and inclusive at all levels with the Customer and any Other Supplier(s) of the Customer and/or any Replacement Supplier(s);
- (b) participate fully in any governance, change control and other management activities anticipated or required by the Customer relating to the Customer System;
- (c) give due consideration to the strategic goals of the Customer in delivering a high quality, seamless service to end users of the Customer System including the Goods and Services under this Call Off Contract;
- (d) subject to any other relevant provisions in this Call Off Contract, provide access to information, personnel and premises to the Customer, any Other Suppliers of the Customer and any Replacement Supplier(s) in order to facilitate the strategic goals of the Customer; and
- (e) take all reasonable steps during the Implementation Period or during any period of exit arising out of the expiry or termination of this Call Off Contract to ensure that the quality of Good and Services are not adversely impacted by the execution of the Implementation Plan and any transition or exit activity, which may include working collaboratively with the Customer and/or the Other Supplier(s) or Replacement Supplier(s) to solve problems and fix faults quickly and with minimal disruption, even where the problem is not directly caused by the Supplier.

10. CUSTOMER RESPONSIBILITIES

10.1 The Customer shall:

- 10.1.1 use reasonable endeavours to provide the Supplier with access to appropriate members of the Customer's personnel, as such access is reasonably requested by the Supplier in order for the Supplier to discharge its obligations throughout the Call Off Contract Period;
- 10.1.2 provide sufficient and suitably qualified staff to fulfil the Customer's roles and duties under this Call Off Contract as defined in the Implementation Plan;
- 10.1.3 use its reasonable endeavours to provide such documentation, data and/or other information that the Supplier reasonably requests that is necessary to perform its obligations under the terms of this Call Off Contract provided that such documentation, data and/or information is available to the Customer and is authorised for release by the Customer;
- 10.1.4 procure for the Supplier such agreed access and use of the Customer Premises (as a licensee only) and facilities (including relevant IT systems) as is reasonably required for the Supplier to comply with its obligations under this Call Off Contract, such access to be provided during the Customer's normal working hours on each Working Day or as otherwise agreed by the Customer (such agreement not to be unreasonably withheld or delayed);
- 10.1.5 procure free of charge, reasonable access to the Service Now Portal for such of the Supplier Personnel as the Supplier may reasonably require from time to time (the "**Supplier Users**"), to enable the Supplier Users to access the Catalogue (as the same may be updated from time to time in accordance with Clause 9.1.3 above), and to receive and fulfil Catalogue Orders from the Customer; and

10.1.6 procure the Dependencies required for the provision of the Goods and Services.

11. INSTALLATION WORKS

- 11.1 Unless otherwise indicated in the Call Off Order Form, the Charges shall include the cost of installing the Goods and any Print Equipment to ensure that the Goods and or Print Equipment are fit for purpose for use by the Customer.
- 11.2 The Supplier shall carry out the Installation Works in good workmanship manner and in accordance with Good Industry Practice and shall notify the Customer when the Installation Works have been carried out. The Customer shall inspect the Installation Works and shall either:
 - 11.2.1 accept the Installation Works; or
 - 11.2.2 reject the Installation Works and provide reasons to the Supplier if, in the Customer's reasonable opinion, the Installation Works do not meet the requirements set out in the Call Off Order Form (or elsewhere in this Call Off Contract).
- 11.3 If the Customer rejects the Installation Works in accordance with Clause 11.2.2, the Supplier shall immediately rectify or remedy any defects and if, in the Customer's reasonable opinion, the Installation Works do not, within five (5) Working Days of such rectification or remedy, meet the requirements set out in the Call Off Order Form (or elsewhere in this Call Off Contract), the Customer may terminate this Call Off Contract for material Default.
- 11.4 The Supplier shall make no delivery of materials, equipment or other things nor commence any work on the Customer's Premises without obtaining prior Approval.
- 11.5 Access to the Customer's Premises shall not be exclusive to the Supplier but shall be limited to such Supplier Personnel and Supplier's Sub-contractors as are necessary to enable the performance of the Call Off Contract concurrently with the execution of work by others. The Supplier shall co-operate with such others as the Customer may reasonably require.
- 11.6 Where any access to the Customer's Premises is necessary in connection with delivery or installation, the Supplier and the Supplier's Personnel and Sub-contractors shall at all times comply with the reasonable requirements of the Customer's security procedures as notified to the Supplier from time to time including without limitation the MOJ Policies.
- 11.7 Throughout the Call Off Contract Period, the Supplier shall have at all times all licences, approvals and consents necessary to enable the Supplier and the Supplier Personnel to carry out the Installation Works.

12. STANDARDS AND QUALITY

- 12.1 The Supplier shall at all times during the Call Off Contract Period comply with the Standards and maintain, where applicable, accreditation with the relevant Standards' authorisation body.
- 12.2 If so required by the Customer in the Call Off Order Form, the Supplier shall develop, in the timescales specified in the Call Off Order Form, quality plans that ensure that all aspects of the Goods and/or Services are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 12.3 The Supplier shall seek Approval (the decision of the Customer to Approve or not shall not be unreasonably withheld or delayed) of the Quality Plans before implementing them. The Supplier acknowledges and accepts that Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Goods and/or Services are provided to the standard required by this Call Off Contract.

- 12.4 Throughout the Call Off Contract Period, the Parties shall notify each other of any new or emergent standards which could affect the Supplier's provision, or the receipt by the Customer, of the Goods and/or Services. The adoption of any such new or emergent standard, or changes to existing Standards (including any specified in the Call Off Order Form), shall be agreed in accordance with the Change Control Procedure.
- 12.5 Where a new or emergent standard is to be developed or introduced by the Customer, the Supplier shall be responsible for ensuring that the potential impact on the Supplier's provision, or the Customer's receipt of the Goods and/or Services is explained to the Customer (within a reasonable timeframe), prior to the implementation of the new or emergent Standard.
- 12.6 Where Standards referenced conflict with each other or with best professional or industry practice adopted after the Call Off Commencement Date, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard or Standards shall require Approval (and the written consent of the Customer where the relevant Standard or Standards is/are included in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators)) and shall be implemented within an agreed timescale.
- 12.7 Following the Approval by the Customer of the Quality Plans:
- 12.7.1 the Supplier shall implement all Deliverables in accordance with the Quality Plans; and
- 12.7.2 any Change to the Quality Plans shall be agreed in accordance with the Change Control Procedure.
- 12.8 The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:
- 12.8.1 be appropriately experienced, qualified and trained to supply the Goods and/or Services in accordance with this Call Off Contract;
- 12.8.2 apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Good and/or Services; and
- 12.8.3 obey all lawful instructions and reasonable directions of the Customer (including, if so required by the Customer, the ICT Policy) and provide the Goods and/or Services to the reasonable satisfaction of the Customer.
- 12.9 Where a standard, policy or document is referred to by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Customer and the Parties shall agree the impact of such change.

13. TESTING

- 13.1 This Clause 13 shall apply if so specified by the Customer in the Call Off Order Form.
- 13.2 The Parties shall comply with any provisions set out in Call Off Schedule 5 (Testing).

14. SERVICE LEVELS, CALL OFF KPIS AND SERVICE CREDITS

- 14.1 This Clause 14 shall apply where the Customer has specified Service Levels, Call Off KPIS and Service Credits in the Call Off Order Form. Where the Customer has specified Service Levels, Call Off KPIS but not Service Credits, only sub-Clauses 14.2, 14.3 and 14.7 shall apply.
- 14.2 When this Clause 14.2 applies, the Parties shall also comply with the provisions of Part A (Service Levels, Call Off KPIS and Service Credits) of Call Off Schedule 6 (Service Levels, Call Off KPIS and Service Credits).

- 14.3 The Supplier shall at all times during the Call Off Contract Period provide the Goods and/or Services to meet or exceed the Service Level Target and Call Off KPI Target for each Service Level Performance Criteria and Call Off KPI Performance Criteria.
- 14.4 The Supplier acknowledges that any Service Level Failure or Call Off KPI Failure may have a material adverse impact on the business and operations of the Customer and that it shall entitle the Customer to the rights set out in Part A of Call Off Schedule 6 (Service Levels, Call Off KPIs and Service Credits) including the right to any Service Credits.
- 14.5 The Supplier acknowledges and agrees that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Customer as a result of the Supplier's failure to meet any Service Level Target or Service Level Threshold.
- 14.6 A Service Credit shall be the Customer's exclusive financial remedy for a Service Level Failure except where:
- 14.6.1 the Supplier has accrued Service Credits in excess of the Service Credit Cap in relation to the affected Service Level;
- 14.6.2 the Service Level Failure:
- (a) exceeds the relevant Critical Failure Threshold (where applicable);
 - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier or any Supplier Personnel; and
 - (c) results in:
 - (i) the corruption or loss of any Customer Data (in which case the remedies under Clause 37.3.8 (Protection of Customer Data) shall also be available); and/or
 - (ii) the Customer being required to make a compensation payment to one or more third parties; and/or
- 14.6.3 the Customer is otherwise entitled to or does terminate this Call Off Contract pursuant to Clause 44 (Customer Termination Rights) except Clause 44.7 (Termination Without Cause).
- 14.7 Not more than once in each Call Off Contract Year, the Customer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Level Performance Criteria and the Supplier shall not be entitled to object to, or increase the Call Off Contract Charges as a result of such changes, provided that:
- 14.7.1 the total number of Service Level Performance Criteria for which the weighting is to be changed does not exceed the number set out, for the purposes of this Clause, in the Call Off Order Form;
- 14.7.2 the principal purpose of the change is to reflect changes in the Customer's business requirements and/or priorities or to reflect changing industry standards; and
- 14.7.3 there is no change to the Service Credit Cap.

15. CRITICAL SERVICE LEVEL FAILURE

- 15.1 This Clause 15 shall apply if the Customer has specified both Service Credits and Critical Service Level Failure in the Call Off Order Form.
- 15.2 On the occurrence of a Critical Service Level Failure:
- 15.2.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and

15.2.2 the Customer shall (subject to the Service Credit Cap set out in Clause 39.2.1(a) (Financial Limits)) be entitled to withhold and retain as compensation for the Critical Service Level Failure a sum equal to any Call Off Contract Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this Clause 15.2 shall be without prejudice to the right of the Customer to terminate this Call Off Contract and/or to claim damages from the Supplier for material Default as a result of such Critical Service Level Failure.

15.3 The Supplier:

15.3.1 agrees that the application of Clause 15.2 is commercially justifiable where a Critical Service Level Failure occurs; and

15.3.2 acknowledges that it has taken legal advice on the application of Clause 15.2 and has had the opportunity to price for that risk when calculating the Call Off Contract Charges.

16. IT SERVICE CONTINUITY AND DISASTER RECOVERY

16.1 This Clause 16 shall apply if the Customer has so specified in the Call Off Order Form.

16.2 The Parties shall comply with the provisions of Call Off Schedule 8 (IT Service Continuity and Disaster Recovery).

17. DISRUPTION

17.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under this Call Off Contract it does not disrupt the operations of the Customer, its employees or any other contractor employed by the Customer.

17.2 The Supplier shall immediately inform the Customer of any actual or potential industrial action, whether such action be by the Supplier Personnel or others, which affects or might affect the Supplier's ability at any time to perform its obligations under this Call Off Contract.

17.3 In the event of industrial action by the Supplier Personnel, the Supplier shall seek Approval to its proposals for the continuance of the supply of the Goods and/or Services in accordance with its obligations under this Call Off Contract.

17.4 If the Supplier's proposals referred to in Clause 17.3 are considered insufficient or unacceptable by the Customer acting reasonably then the Customer may terminate this Call Off Contract for material Default.

17.5 If the Supplier is temporarily unable to fulfil the requirements of this Call Off Contract owing to disruption of normal business solely due to a Customer Cause, then subject to Clause 18 (Supplier Notification of Customer Cause or Failure to Pay), an appropriate allowance by way of an extension of time will be Approved by the Customer. In addition, the Customer will reimburse any additional expense reasonably incurred by the Supplier as a direct result of such disruption.

18. SUPPLIER NOTIFICATION OF CUSTOMER CAUSE OR FAILURE TO PAY

18.1 Without prejudice to any other obligations of the Supplier in this Call Off Contract to notify the Customer in respect of a specific Customer Cause or Customer failure to pay under Clause 45.1.1, the Supplier shall:

18.1.1 notify the Customer as soon as reasonably practicable (and in any event within two (2) Working Days of the Supplier becoming aware) that a Customer Cause, failure to pay or other breach has occurred or is reasonably likely to occur, giving details of:

- (a) the Customer Cause, failure to pay or other breach and its effect, or likely effect, on the Supplier's ability to meet its obligations under this Call Off Contract; and
 - (b) any steps which the Customer can take to eliminate or mitigate the consequences and impact of such Customer Cause, failure to pay or other breach; and
- 18.1.2 use all reasonable endeavours to eliminate or mitigate the consequences and impact of a Customer Cause, failure to pay or other breach, including any Losses that the Supplier may incur and the duration and consequences of any Delay or anticipated Delay.

19. CONTINUOUS IMPROVEMENT

- 19.1 The Supplier shall have an ongoing obligation throughout the Call Off Contract Period to identify new or potential improvements to the provision of the Goods and/or Services in accordance with this Clause 19 with a view to reducing the Customer's costs (including the Call Off Contract Charges) and/or improving the quality and efficiency of the Goods and/or Services and their supply to the Customer. As part of this obligation the Supplier shall identify and report to the Customer once every twelve (12) Months:
- 19.1.1 the emergence of new and evolving relevant technologies which could improve the ICT Environment, Sites and/or the provision of the Goods and/or Services, and those technological advances potentially available to the Supplier and the Customer which the Parties may wish to adopt;
 - 19.1.2 new or potential improvements to the provision of the Goods and/or Services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support goods and/or services in relation to the Goods and/or Services;
 - 19.1.3 changes in business processes and ways of working that would enable the Goods and/or Services to be provided at lower costs and/or at greater benefits to the Customer; and
 - 19.1.4 changes to the ICT Environment, Sites, business processes and ways of working that would enable reductions in the total energy consumed annually in the provision of the Goods and/or Services.
- 19.2 The Supplier shall ensure that the information that it provides to the Customer shall be sufficient for the Customer to decide whether any improvement should be implemented. The Supplier shall provide any further information that the Customer requests.
- 19.3 If the Customer wishes to incorporate any improvement identified by the Supplier, the Customer shall request a Change in accordance with the Change Control Procedure and the Supplier shall implement such Change at no additional cost to the Customer.

D. CALL OFF CONTRACT GOVERNANCE

20. PERFORMANCE MONITORING

- 20.1 The Supplier shall comply with the monitoring requirements set out in Part B (Performance Monitoring) of Call Off Schedule 6 (Service Levels, Call Off KPIs and Service Credits).

21. REPRESENTATIVES

- 21.1 Each Party shall have a representative for the duration of this Call Off Contract who shall have the authority to act on behalf of their respective Party on the matters set out in, or in connection with, this Call Off Contract.

- 21.2 The initial Supplier Representative shall be the person named as such in the Call Off Order Form. Any change to the Supplier Representative shall be agreed in accordance with Clause 28 (Supplier Personnel).
- 21.3 If the initial Customer Representative is not specified in the Call Off Order Form, the Customer shall notify the Supplier of the identity of the initial Customer Representative within five (5) Working Days of the Call Off Commencement Date. The Customer may, by written notice to the Supplier, revoke or amend the authority of the Customer Representative or appoint a new Customer Representative.

22. RECORDS, AUDIT ACCESS AND OPEN BOOK DATA

- 22.1 The Supplier shall keep and maintain for seven (7) years after the Call Off Expiry Date (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Call Off Contract including the Goods and/or Services provided under it, any Sub-Contracts and the amounts paid by the Customer.
- 22.2 The Supplier shall:
- 22.2.1 keep the records and accounts referred to in Clause 22.1 in accordance with Good Industry Practice and Law; and
 - 22.2.2 afford any Auditor access to the records and accounts referred to in Clause 22.1 at the Supplier's premises and/or provide records and accounts (including copies of the Supplier's published accounts) or copies of the same, as may be required by any of the Auditors from time to time during the Call Off Contract Period and the period specified in Clause 22.1, in order that the Auditor(s) may carry out an inspection to assess compliance by the Supplier and/or its Sub-Contractors of any of the Supplier's obligations under this Call Off Contract including in order to:
 - (a) verify the accuracy of the Call Off Contract Charges and any other amounts payable by the Customer under this Call Off Contract (and proposed or actual variations to them in accordance with this Call Off Contract);
 - (b) verify the costs of the Supplier (including the costs of all Sub-Contractors and any third party suppliers) in connection with the provision of the Goods and/or Services;
 - (c) verify the Open Book Data;
 - (d) verify the Supplier's and each Sub-Contractor's compliance with the applicable Law;
 - (e) identify or investigate an actual or suspected Prohibited Act, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Customer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
 - (f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, the Framework Guarantor and/or the Call Off Guarantor and/or any Sub-Contractors or their ability to perform the Goods and/or Services;
 - (g) obtain such information as is necessary to fulfil the Customer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
 - (h) review any books of account and the internal contract management accounts kept by the Supplier in connection with this Call Off Contract;
 - (i) carry out the Customer's internal and statutory audits and to prepare, examine and/or certify the Customer's annual and interim reports and accounts;

- (j) 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 Customer has used its resources;
- (k) review any Performance Monitoring Reports provided under Part B of Call Off Schedule 6 (Service Levels, Call Off KPIs and Service Credits) and/or other records relating to the Supplier's performance of the provision of the Goods and/or Services and to verify that these reflect the Supplier's own internal reports and records;
- (l) verify the accuracy and completeness of any information delivered or required by this Call Off Contract;
- (m) inspect the ICT Environment (or any part of it) and the wider service delivery environment (or any part of it);
- (n) review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
- (o) review the Supplier's quality management systems (including all relevant Quality Plans and any quality manuals and procedures);
- (p) review the Supplier's compliance with the Standards;
- (q) inspect the Customer Assets, including the Customer's IPRs, equipment and facilities, for the purposes of ensuring that the Customer Assets are secure and that any register of assets is up to date; and/or
- (r) review the integrity, confidentiality and security of the Customer Data.

22.3 The Customer shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Goods and/or Services save insofar as the Supplier accepts and acknowledges that control over the conduct of audits carried out by the Auditor(s) is outside of the control of the Customer.

22.4 Subject to the Supplier's rights in respect of Confidential Information, the Supplier shall on demand provide the Auditor(s) with all reasonable co-operation and assistance in:

22.4.1 all reasonable information requested by the Customer within the scope of the audit;

22.4.2 reasonable access to sites controlled by the Supplier and to any Supplier Equipment used in the provision of the Goods and/or Services; and

22.4.3 access to the Supplier Personnel.

22.5 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 22, unless the audit reveals a Default by the Supplier in which case the Supplier shall reimburse the Customer for the Customer's reasonable costs incurred in relation to the audit.

23. CHANGE CONTROL

23.1 Change Control Procedure

23.1.1 Any requirement for a change to the terms of this Call Off Contract shall be subject to the provisions of Schedule 12 (Change Control Procedure).

E. PAYMENT, TAXATION AND VALUE FOR MONEY PROVISIONS

24. CALL OFF CONTRACT CHARGES AND PAYMENT

24.1 Call Off Contract Charges

- 24.1.1 In consideration of the Supplier carrying out its obligations under this Call Off Contract, including the provision of the Goods and/or Services, the Customer shall pay the undisputed Call Off Contract Charges in accordance with the pricing and payment profile and the invoicing procedure in Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).
- 24.1.2 Except as otherwise provided, each Party shall bear its own costs and expenses incurred in respect of compliance with its obligations under Clauses 13 (Testing), 22 (Records, Audit Access and Open Book Data), 37.6 (Freedom of Information) and 37.7 (Protection of Personal Data).
- 24.1.3 If the Customer fails to pay any undisputed Call Off Contract Charges properly invoiced under this Call Off Contract, the Supplier shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.
- 24.1.4 If at any time during this Call Off Contract Period the Supplier reduces its Framework Prices for any Goods and/or Services which are provided under the Framework Agreement (whether or not such Goods and/or Services are offered in a catalogue, if any, which is provided under the Framework Agreement) in accordance with the terms of the Framework Agreement, the Supplier shall immediately reduce the Call Off Contract Charges for such Goods and/or Services under this Call Off Contract by the same amount.

24.2 VAT

- 24.2.1 The Call Off Contract Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Customer following delivery of a Valid Invoice.
- 24.2.2 The Supplier shall indemnify the Customer on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Customer at any time (whether before or after the making of a demand pursuant to the indemnity hereunder) in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Call Off Contract. Any amounts due under Clause 24.2 (VAT) shall be paid in cleared funds by the Supplier to the Customer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Customer.

24.3 Retention and Set Off

- 24.3.1 The Customer may retain or set off any amount owed to it by the Supplier against any amount due to the Supplier under this Call Off Contract or under any other agreement between the Supplier and the Customer.
- 24.3.2 If the Customer wishes to exercise its right pursuant to Clause 24.3.1 it shall give notice to the Supplier within thirty (30) days of receipt of the relevant invoice, setting out the Customer's reasons for retaining or setting off the relevant Call Off Contract Charges.
- 24.3.3 The Supplier shall make any payments due to the Customer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has obtained a sealed court order requiring an amount equal to such deduction to be paid by the Customer to the Supplier.

24.4 Foreign Currency

- 24.4.1 Any requirement of Law to account for the Goods and/or Services in any currency other than Sterling, (or to prepare for such accounting) instead of and/or in addition to Sterling, shall be implemented by the Supplier free of charge to the Customer.
- 24.4.2 The Customer shall provide all reasonable assistance to facilitate compliance with Clause 24.4.1 by the Supplier.

24.5 Income Tax and National Insurance Contributions

- 24.5.1 Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Call Off Contract, the Supplier shall:
- (a) at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; and
 - (b) indemnify the Customer against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made (whether before or after the making of a demand pursuant to the indemnity hereunder) in connection with the provision of the Goods and/or Services by the Supplier or any Supplier Personnel.
- 24.5.2 In the event that any one of the Supplier Personnel is a Worker as defined in Call Off Schedule 1 (Definitions) who receives consideration relating to the Goods and/or Services, then, in addition to its obligations under Clause 24.5.1, the Supplier shall ensure that its contract with the Worker contains the following requirements:
- (a) that the Customer may, at any time during the Call Off Contract Period, request that the Worker provides information which demonstrates how the Worker complies with the requirements of Clause 24.5.1, or why those requirements do not apply to it. In such case, the Customer may specify the information which the Worker must provide and the period within which that information must be provided;
 - (b) that the Worker's contract may be terminated at the Customer's request if:
 - (i) the Worker fails to provide the information requested by the Customer within the time specified by the Customer under Clause 24.5.2(a); and/or
 - (ii) the Worker provides information which the Customer considers is inadequate to demonstrate how the Worker complies with Clause 24.5.1 or confirms that the Worker is not complying with those requirements; and
 - (c) that the Customer may supply any information it receives from the Worker to HMRC for the purpose of the collection and management of revenue for which they are responsible.

25. PROMOTING TAX COMPLIANCE

- 25.1 This Clause 25 shall apply if the Call Off Contract Charges payable under this Call Off Contract exceed or are likely to exceed five (5) million pounds during the Call Off Contract Period.
- 25.2 If, at any point during the Call Off Contract Period, an Occasion of Tax Non-Compliance occurs, the Supplier shall:
- 25.2.1 notify the Customer in writing of such fact within five (5) Working Days of its occurrence; and

25.2.2 promptly provide to the Customer:

- (a) details of the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
- (b) such other information in relation to the Occasion of Tax Non-Compliance as the Customer may reasonably require.

25.3 In the event that the Supplier fails to comply with this Clause 25 and/or does not provide details of proposed mitigating factors which in the reasonable opinion of the Customer are acceptable, then the Customer reserves the right to terminate this Call Off Contract for material Default.

26. BENCHMARKING

26.1 Notwithstanding the Supplier's obligations under Clause 19 (Continuous Improvement), the Customer shall be entitled to regularly benchmark the Call Off Contract Charges and level of performance by the Supplier of the supply of the Goods and/or Services, against other suppliers providing goods and/or services substantially the same as the Goods and/or Services during the Call Off Contract Period.

26.2 The Customer, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking evaluation referred to in Clause 26.1 above.

26.3 The Customer shall be entitled to disclose the results of any benchmarking of the Call Off Contract Charges and provision of the Goods and/or Services to the Authority and any Contracting Authority (subject to the Contracting Authority entering into reasonable confidentiality undertakings).

26.4 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the Customer in order to undertake the benchmarking and such information requirements shall be at the discretion of the Customer.

26.5 Where, as a consequence of any benchmarking carried out by the Customer, the Customer decides improvements to the Goods and/or Services should be implemented such improvements shall be implemented by way of the Change Control Procedure at no additional cost to the Customer.

26.6 The benefit of any work carried out by the Supplier at any time during the Call Off Contract Period to update, improve or provide the Goods and/or Services, facilitate their delivery to any other Contracting Authority and/or any alterations or variations to the Charges or the provision of the Goods and/or Services, which are identified in the Continuous Improvement Plan produced by the Supplier and/or as a consequence of any benchmarking carried out by the Customer pursuant to Framework Schedule 12 (Continuous Improvement and Benchmarking), shall be implemented by the Supplier in accordance with the Change Control Procedure and at no additional cost to the Customer.

F. SUPPLIER PERSONNEL AND SUPPLY CHAIN MATTERS

27. KEY PERSONNEL

27.1 This Clause 27 shall apply where the Customer has specified Key Personnel in the Call Off Order Form.

27.2 The Call Off Order Form lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Call Off Commencement Date.

27.3 The Supplier shall ensure that the Key Personnel fulfil the Key Roles at all times during the Call Off Contract Period.

- 27.4 The Customer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Personnel.
- 27.5 The Supplier shall not remove or replace any Key Personnel (including when carrying out its obligations under Call Off Schedule 9 (Exit Management)) unless:
- 27.5.1 requested to do so by the Customer;
 - 27.5.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave;
 - 27.5.3 the person's employment or contractual arrangement with the Supplier or a Sub-Contractor is terminated for material breach of contract by the employee; or
 - 27.5.4 the Supplier obtains the Customer's prior written consent (such consent not to be unreasonably withheld or delayed).
- 27.6 The Supplier shall:
- 27.6.1 notify the Customer promptly of the absence of any Key Personnel (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 27.6.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 27.6.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Personnel's employment contract, this will mean at least three (3) Months' notice;
 - 27.6.4 ensure that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Goods and/or Services;
 - 27.6.5 ensure that any replacement for a Key Role:
 - (a) has a level of qualifications and experience appropriate to the relevant Key Role; and
 - (b) is fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced; and
 - 27.6.6 procure that any Sub-Contractor shall not remove or replace any Key Personnel during the Call Off Contract Period without Approval.
- 27.7 The Customer may require the Supplier to remove any Key Personnel that the Customer considers in any respect unsatisfactory. The Customer shall not be liable for the cost of replacing any Key Personnel.

28. SUPPLIER PERSONNEL

28.1 Supplier Personnel

28.1.1 The Supplier shall:

- (a) provide a list of the names of all Supplier Personnel requiring admission to Customer Premises, specifying the capacity in which they require admission and giving such other particulars as the Customer may reasonably require;
- (b) ensure that all Supplier Personnel:
 - (i) are appropriately qualified, trained and experienced to provide the Goods and/or Services with all reasonable skill, care and diligence;

- (ii) are vetted in accordance with Good Industry Practice and, where applicable, the Security Policy and the Standards and any MOJ Policies;
 - (iii) obey all lawful instructions and reasonable directions of the Customer (including, if so required by the Customer, the ICT Policy) and provide the Goods and/or Services to the reasonable satisfaction of the Customer; and
 - (iv) comply with all reasonable requirements of the Customer concerning conduct at the Customer Premises, including the security requirements set out in Call Off Schedule 7 (Security);
- (c) subject to Call Off Schedule 10 (Staff Transfer), retain overall control of the Supplier Personnel at all times so that the Supplier Personnel shall not be deemed to be employees, agents or contractors of the Customer;
 - (d) be liable at all times for all acts or omissions of Supplier Personnel, so that any act or omission of a member of any Supplier Personnel which results in a Default under this Call Off Contract shall be a Default by the Supplier;
 - (e) use all reasonable endeavours to minimise the number of changes in Supplier Personnel;
 - (f) replace (temporarily or permanently, as appropriate) any Supplier Personnel as soon as practicable if any Supplier Personnel have been removed or are unavailable for any reason whatsoever;
 - (g) bear the programme familiarisation and other costs associated with any replacement of any Supplier Personnel; and
 - (h) procure that the Supplier Personnel shall vacate the Customer Premises immediately upon the Call Off Expiry Date.
- 28.1.2 If the Customer reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of this Call Off Contract, it may:
- (a) refuse admission to the relevant person(s) to the Customer Premises; and/or
 - (b) direct the Supplier to end the involvement in the provision of the Goods and/or Services of the relevant person(s).
- 28.1.3 The decision of the Customer as to whether any person is to be refused access to the Customer Premises shall be final and conclusive.

28.2 Relevant Convictions

- 28.2.1 This sub-Clause 28.2 shall apply if the Customer has specified Relevant Convictions in the Call Off Order Form.
- 28.2.2 The Supplier shall ensure that no person who discloses that he has a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Goods and/or Services without Approval.
- 28.2.3 Notwithstanding Clause 28.2.2, for each member of Supplier Personnel who, in providing the Goods and/or Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Customer owes a special duty of care, the Supplier shall (and shall procure that the relevant Sub-Contractor shall):
- (a) carry out a check with the records held by the Department for Education (“**DfE**”);

- (b) conduct thorough questioning regarding any Relevant Convictions; and
 - (c) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),
- and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Goods and/or Services any person who has a Relevant Conviction or an inappropriate record.

29. STAFF TRANSFER

- 29.1 This Clause 29 and Call Off Schedule 10 (Staff Transfer) shall apply to Lots 2, 3, 4 and 5 under this Call Off Contract.
- 29.2 The Parties agree that:
- 29.2.1 where the commencement of the provision of the Services or any part of the Services results in one or more Relevant Transfers, Call Off Schedule 10 (Staff Transfer) shall apply as follows:
- (a) where the Relevant Transfer involves the transfer of Transferring Customer Employees, Part A of Call Off Schedule 10 (Staff Transfer) shall apply;
 - (b) where the Relevant Transfer involves the transfer of Transferring Former Supplier Employees, Part B of Call Off Schedule 10 (Staff Transfer) shall apply;
 - (c) where the Relevant Transfer involves the transfer of Transferring Customer Employees and Transferring Former Supplier Employees, Parts A and B of Call Off Schedule 10 (Staff Transfer) shall apply; and
 - (d) Part C of Call Off Schedule 10 (Staff Transfer) shall not apply;
- 29.2.2 where commencement of the provision of the Services or a part of the Services does not result in a Relevant Transfer, Part C of Call Off Schedule 10 (Staff Transfer) shall apply and Parts A and B of Call Off Schedule 10 (Staff Transfer) shall not apply; and
- 29.2.3 Part D of Call Off Schedule 10 (Staff Transfer) shall apply on the expiry or termination of the Services or any part of the Services.
- 29.3 The Supplier shall both during and after the Call Off Contract Period indemnify the Customer against all Employee Liabilities that may arise as a result of any claims brought against the Customer by any person where such claim arises from any act or omission of the Supplier or any Supplier Personnel.

30. SUPPLY CHAIN RIGHTS AND PROTECTION

30.1 Appointment of Sub-Contractors

- 30.1.1 The Supplier shall exercise due skill and care in the selection of any Sub-Contractors to ensure that the Supplier is able to:
- (a) manage any Sub-Contractors in accordance with Good Industry Practice;
 - (b) comply with its obligations under this Call Off Contract in the Delivery of the Goods and/or Services; and
 - (c) assign, novate or otherwise transfer to the Customer or any Replacement Supplier any of its rights and/or obligations under each Sub-Contract that relates exclusively to this Call Off Contract.
- 30.1.2 Prior to sub-contracting any of its obligations under this Call Off Contract, the Supplier shall notify the Customer and provide the Customer with:

- (a) the proposed Sub-Contractor's name, registered office and company registration number;
- (b) the scope of any Goods and/or Services to be provided by the proposed Sub-Contractor; and
- (c) where the proposed Sub-Contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Customer that the proposed Sub-Contract has been agreed on "arm's-length" terms.

30.1.3 If requested by the Customer within ten (10) Working Days of receipt of the Supplier's notice issued pursuant to Clause 30.1.2, the Supplier shall also provide:

- (a) a copy of the proposed Sub-Contract; and
- (b) any further information reasonably requested by the Customer.

30.1.4 The Customer may, within ten (10) Working Days of receipt of the Supplier's notice issued pursuant to Clause 30.1.2 (or, if later, receipt of any further information requested pursuant to Clause 30.1.3), object to the appointment of the relevant Sub-Contractor if they consider that:

- (a) the appointment of a proposed Sub-Contractor may prejudice the provision of the Goods and/or Services or may be contrary to the interests respectively of the Customer under this Call Off Contract;
- (b) the proposed Sub-Contractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
- (c) the proposed Sub-Contractor employs unfit persons,

in which case, the Supplier shall not proceed with the proposed appointment.

30.1.5 If:

- (a) the Customer has not notified the Supplier that it objects to the proposed Sub-Contractor's appointment by the later of ten (10) Working Days of receipt of:
 - (i) the Supplier's notice issued pursuant to Clause 30.1.2; and
 - (ii) any further information requested by the Customer pursuant to Clause 30.1.3; and
- (b) the proposed Sub-Contract is not a Key Sub-Contract which shall require the written consent of the Authority and the Customer in accordance with Clause 30.2 (Appointment of Key Sub-Contractors),

the Supplier may proceed with the proposed appointment.

30.2 **Appointment of Key Sub-Contractors**

30.2.1 The Authority and the Customer have consented to the engagement of the Key Sub-Contractors listed in Framework Schedule 7 (Key Sub-Contractors).

30.2.2 Where the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Sub-Contractor, it must obtain the prior written consent of the Authority and the Customer (the decision to consent or otherwise not to be unreasonably withheld or delayed). The Authority and/or the Customer may reasonably withhold its consent to the appointment of a Key Sub-Contractor if any of them considers that:

- (a) the appointment of a proposed Key Sub-Contractor may prejudice the provision of the Goods and/or Services or may be contrary to its interests;

- (b) the proposed Key Sub-Contractor is unreliable and/or has not provided reliable goods and/or reasonable services to its other customers; and/or
- (c) the proposed Key Sub-Contractor employs unfit persons.

30.2.3 Except where the Authority and the Customer have given their prior written consent under Clause 30.2.1, the Supplier shall ensure that each Key Sub-Contract shall include:

- (a) provisions which will enable the Supplier to discharge its obligations under this Call Off Contract;
- (b) a right under CRTPA for the Customer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Customer;
- (c) a provision enabling the Customer to enforce the Key Sub-Contract as if it were the Supplier;
- (d) a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Customer or any Replacement Supplier;
- (e) obligations no less onerous on the Key Sub-Contractor than those imposed on the Supplier under this Call Off Contract in respect of:
 - (i) data protection requirements set out in Clauses 37.1 (Security Requirements), 37.3 (Protection of Customer Data) and 37.7 (Protection of Personal Data);
 - (ii) FOIA requirements set out in Clause 37.6 (Freedom of Information);
 - (iii) the obligation not to embarrass the Customer or otherwise bring the Customer into disrepute set out in Clause 7.1.6(n) (Provision of Goods and/or Services);
 - (iv) 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
 - (v) the conduct of audits set out in Clause 22 (Records, Audit Access & Open Book Data);
- (f) provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Customer under Clauses 44 (Customer Termination Rights), 46 (Termination by Either Party) and 48 (Consequences of Expiry or Termination) of this Call Off Contract;
- (g) a provision restricting the ability of the Key Sub-Contractor to Sub-Contract all or any part of the provision of the Goods and/or Services provided to the Supplier under the Sub-Contract without first seeking the written consent of the Customer; and
- (h) a provision, where a provision in Call Off Schedule 10 (Staff Transfer) imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, requiring the Key Sub-Contractor to provide such indemnity, undertaking or warranty to the Customer, Former Supplier or the Replacement Supplier as the case may be.

30.3 Supply Chain Protection

30.3.1 The Supplier shall ensure that all Sub-Contracts contain a provision:

- (a) requiring the Supplier to pay any undisputed sums which are due from it to the Sub-Contractor within a specified period not exceeding thirty (30) days from the receipt of a Valid Invoice;
- (b) requiring that any invoices submitted by a Sub-Contractor shall be considered and verified by the Supplier in a timely fashion and that undue delay in doing so shall not be sufficient justification for failing to regard an invoice as valid and undisputed;
- (c) requiring the Sub-Contractor to include in any Sub-Contract which it in turn awards suitable provisions to impose, as between the parties to that Sub-Contract, requirements to the same effect as those required by sub-Clauses (a) and (b) directly above; and
- (d) conferring a right to the Customer to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period.

30.3.2 The Supplier shall:

- (a) pay any undisputed sums which are due from it to a Sub-Contractor within thirty (30) days from the receipt of a Valid Invoice; and
- (b) include within the Performance Monitoring Reports required under Part B of Call Off Schedule 6 (Service Levels, Call Off KPIs and Service Credits) a summary of its compliance with this Clause 30.3.2 (a), such data to be certified each quarter by a director of the Supplier as being accurate and not misleading.

30.3.3 Any invoices submitted by a Sub-Contractor to the Supplier shall be considered and verified by the Supplier in a timely fashion. Undue delay in doing so shall not be sufficient justification for the Supplier failing to regard an invoice as valid and undisputed.

30.3.4 Notwithstanding any provision of Clauses 37.4 (Confidentiality) and 38 (Publicity and Branding) if the Supplier notifies the Customer that the Supplier has failed to pay an undisputed Sub-Contractor's invoice within thirty (30) days of receipt, or the Customer otherwise discovers the same, the Customer shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).

30.4 Termination of Sub-Contracts

30.4.1 The Customer may require the Supplier to terminate:

- (a) a Sub-Contract where:
 - (i) the acts or omissions of the relevant Sub-Contractor have caused or materially contributed to the Customer's right of termination pursuant to any of the termination events in Clause 44 (Customer Termination Rights) except Clause 44.7 (Termination Without Cause); and/or
 - (ii) the relevant Sub-Contractor or its Affiliates embarrassed the Customer or otherwise brought the Customer into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Customer, regardless of whether or not such act or omission is related to the Sub-Contractor's obligations in relation to the Goods and/or Services or otherwise; and/or
- (b) a Key Sub-Contract where there is a Change of Control of the relevant Key Sub-Contractor, unless:
 - (i) the Customer has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or

- (ii) the Customer has not served its notice of objection within six (6) Months of the later of the date the Change of Control took place or the date on which the Customer was given notice of the Change of Control.

30.5 Competitive Terms

- 30.5.1 If the Customer is able to obtain from any Sub-Contractor or any other third party more favourable commercial terms with respect to the supply of any materials, equipment, software, goods or services used by the Supplier or the Supplier Personnel in the supply of the Goods and/or Services, then the Customer may:
 - (a) require the Supplier to replace its existing commercial terms with its Sub-Contractor with the more favourable commercial terms obtained by the Customer in respect of the relevant item; or
 - (b) subject to Clause 30.4 (Termination of Sub-Contracts), enter into a direct agreement with that Sub-Contractor or third party in respect of the relevant item.
- 30.5.2 If the Customer exercises the option pursuant to Clause 30.5.1, then the Call Off Contract Charges shall be reduced by an amount that is agreed in accordance with the Change Control Procedure.
- 30.5.3 The Customer's right to enter into a direct agreement for the supply of the relevant items is subject to:
 - (a) the Customer making the relevant item available to the Supplier where this is necessary for the Supplier to provide the Goods and/or Services; and
 - (b) any reduction in the Call Off Contract Charges taking into account any unavoidable costs payable by the Supplier in respect of the substituted item, including in respect of any licence fees or early termination charges.

30.6 Retention of Legal Obligations

- 30.6.1 Notwithstanding the Supplier's right to Sub-Contract pursuant to Clause 30 (Supply Chain Rights and Protection), the Supplier shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.

G. PROPERTY MATTERS

31. CUSTOMER PREMISES

31.1 Licence to occupy Customer Premises

- 31.1.1 Any Customer Premises shall be made available to the Supplier on a non-exclusive licence basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under this Call Off Contract. The Supplier shall have the use of such Customer Premises as licensee and shall vacate the same immediately upon completion, termination, expiry or abandonment of this Call Off Contract and in accordance with Call Off Schedule 9 (Exit Management).
- 31.1.2 The Supplier shall limit access to the Customer Premises to such Supplier Personnel as is necessary to enable it to perform its obligations under this Call Off Contract and the Supplier shall co-operate (and ensure that the Supplier Personnel co-operate) with such other persons working concurrently on such Customer Premises as the Customer may reasonably request.
- 31.1.3 Save in relation to such actions identified by the Supplier in accordance with Clause 2 (Due Diligence) and set out in the Call Off Order Form (or elsewhere in this Call Off Contract),

should the Supplier require modifications to the Customer Premises, such modifications shall be subject to Approval and shall be carried out by the Customer at the Supplier's expense. The Customer shall undertake any modification work which it Approves pursuant to this Clause 31.1.3 without undue delay. Ownership of such modifications shall rest with the Customer.

31.1.4 The Supplier shall observe and comply with such rules and regulations as may be in force at any time for the use of such Customer Premises and conduct of personnel at the Customer Premises as determined by the Customer (including without limitation those set out in the MOJ Policies), and the Supplier shall pay for the full cost of making good any damage caused by the Supplier Personnel other than fair wear and tear. For the avoidance of doubt, damage includes without limitation damage to the fabric of the buildings, plant, fixed equipment or fittings therein.

31.1.5 The Parties agree that there is no intention on the part of the Customer to create a tenancy of any nature whatsoever in favour of the Supplier or the Supplier Personnel and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Call Off Contract, the Customer retains the right at any time to use any Customer Premises in any manner it sees fit.

31.2 Security of Customer Premises

31.2.1 The Customer shall be responsible for maintaining the security of the Customer Premises in accordance with the Security Policy and any MOJ Policies. The Supplier shall comply with the Security Policy and any other reasonable security requirements of the Customer while on the Customer Premises.

31.2.2 The Customer shall afford the Supplier upon Approval (the decision to Approve or not will not be unreasonably withheld or delayed) an opportunity to inspect its physical security arrangements.

32. CUSTOMER PROPERTY

32.1 Where the Customer issues Customer Property free of charge to the Supplier such Customer Property shall be and remain the property of the Customer and the Supplier irrevocably licences the Customer and its agents to enter upon any premises of the Supplier during normal business hours on reasonable notice to recover any such Customer Property.

32.2 The Supplier shall not in any circumstances have a lien or any other interest on the Customer Property and at all times the Supplier shall possess the Customer Property as fiduciary agent and bailee of the Customer.

32.3 The Supplier shall take all reasonable steps to ensure that the title of the Customer to the Customer Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Customer's request, store the Customer Property separately and securely and ensure that it is clearly identifiable as belonging to the Customer.

32.4 The Customer Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Customer otherwise within five (5) Working Days of receipt.

32.5 The Supplier shall maintain the Customer Property in good order and condition (excluding fair wear and tear) and shall use the Customer Property solely in connection with this Call Off Contract and for no other purpose without Approval.

- 32.6 The Supplier shall ensure the security of all the Customer Property whilst in its possession, either on the Sites or elsewhere during the supply of the Goods and/or Services, in accordance with the Customer's Security Policy and the Customer's reasonable security requirements from time to time.
- 32.7 The Supplier shall be liable for all loss of, or damage to the Customer Property, (excluding fair wear and tear), unless such loss or damage was solely caused by a Customer Cause. The Supplier shall inform the Customer immediately of becoming aware of any defects appearing in or losses or damage occurring to the Customer Property.

33. SUPPLIER EQUIPMENT

- 33.1 Unless otherwise stated in the Call Off Order Form (or elsewhere in this Call Off Contract), the Supplier shall provide all the Supplier Equipment necessary for the provision of the Goods and/or Services.
- 33.2 The Supplier shall not deliver any Supplier Equipment nor begin any work on the Customer Premises without obtaining Approval.
- 33.3 The Supplier shall be solely responsible for the cost of carriage of the Supplier Equipment to the Sites and/or any Customer Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on the Call Off Expiry Date the Supplier shall be responsible for the removal of all relevant Supplier Equipment from the Sites and/or any Customer Premises, including the cost of packing, carriage and making good the Sites and/or the Customer Premises following removal.
- 33.4 All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Customer shall be liable for loss of or damage to any of the Supplier's property located on Customer Premises which is due to the negligent act or omission of the Customer.
- 33.5 Subject to any express provision of the IT SCDR Plan to the contrary, the loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Goods and/or Services in accordance with this Call Off Contract, including the Service Level Performance Measures.
- 33.6 The Supplier shall maintain all Supplier Equipment within the Sites and/or the Customer Premises in a safe, serviceable and clean condition.
- 33.7 The Supplier shall, at the Customer's written request, at its own expense and as soon as reasonably practicable:
- 33.7.1 remove from the Customer Premises any Supplier Equipment or any component part of Supplier Equipment which in the reasonable opinion of the Customer is either hazardous, noxious or not in accordance with this Call Off Contract; and
 - 33.7.2 replace such Supplier Equipment or component part of Supplier Equipment with a suitable substitute item of Supplier Equipment.
- 33.8 For the purposes of this Clause 33.8, 'X' shall be the number of Service Failures, and 'Y' shall be the period in Months, as respectively specified for 'X' and 'Y' in the Call Off Order Form. If this Clause 33.8 has been specified to apply in the Call Off Order Form, and there are no values specified for 'X' and/or 'Y', in default, 'X' shall be two (2) and 'Y' shall be twelve (12). Where a failure of Supplier Equipment or any component part of Supplier Equipment causes X or more Service Failures in any Y Month period, the Supplier shall notify the Customer in writing and shall, at the Customer's request (acting reasonably), replace such Supplier Equipment or component part thereof at its own cost with a new item of Supplier Equipment or component part thereof (of the same specification or having the same capability as the Supplier Equipment being replaced).

34. LEGACY PRINT EQUIPMENT

- 34.1 On the MPS Commencement Date, the Customer shall assign or procure the assignment of and the Supplier shall accept the assignment of the Legacy Print Equipment.
- 34.2 The aggregate purchase price of the Legacy Print Equipment is £1. Such sum shall be paid by the Supplier to the Customer by bank transfer on the MPS Commencement Date.
- 34.3 Risk in and, subject to the Supplier complying with this Clause 34, title to the Legacy Print Equipment shall pass to the Supplier on the MPS Commencement Date.
- 34.4 The Supplier acknowledges that it has had a reasonable opportunity to inspect the Legacy Print Equipment to satisfy itself as to the condition of the same and its suitability and sufficiency to perform Managed Print Services in accordance with the provisions of Clauses 7 (Goods and/or Services) and 8 (Services). As such, the Customer makes the Legacy Print Equipment available "as is" and hereby excludes in relation to such Legacy Print equipment, all representations (unless fraudulent), warranties and conditions and other contractual terms howsoever arising (whether by statute, common law or otherwise) to the maximum extent permitted by Law.
- 34.5 The Customer shall use reasonable endeavours to assign, novate or transfer each of the Legacy Third Party Agreements with effect from the MPS Commencement Date. If any consent of any third party is required to the assignment, novation or transfer of a Legacy Third Party Agreement and has not been obtained at or prior to the MPS Commencement Date, the Customer and the Supplier shall each use all reasonable endeavours to obtain that consent as soon as possible after the MPS Commencement Date. Unless or until any Legacy Third Party Agreement is assigned, novated or transferred or any necessary consent is obtained, the parties shall work together in good faith, to agree an alternative solution which may include the Supplier finding an alternative source of supply and/or the Customer holding the benefit of the relevant Legacy Third Party Agreement as agent for the Supplier.
- 34.6 The Supplier undertakes to observe and fulfil all the Customer's obligations under and to perform the Legacy Third Party Agreement with effect from the MPS Commencement Date and shall indemnify the Customer against any loss or damage which it may suffer as a result of the Supplier's breach of any of the terms of the Legacy Third Party Agreement.
- 34.7 The Supplier shall within two (2) years from the MPS Commencement Date, replace all Legacy Print Equipment with suitable upgrades in accordance with the Implementation Plan and shall remove from the Customer Premises any Legacy Print Equipment in respect of which a replacement has been provided in accordance with this Clause 34.7, as set out in the Implementation Plan and/or Call Off Schedule 2 (Statement of Requirements). For the avoidance of doubt, the Supplier shall be solely responsible for any costs it incurs in complying with this Clause 34.7.
- 34.8 Any upgraded print equipment provided by the Supplier in accordance with Clause 34.7 shall be Refreshed Print Equipment for the purposes of this Call Off Contract.

35. MAINTENANCE OF MAINTAINED INTERFACES

- 35.1 If specified by the Customer in the Call Off Order Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the Maintained Interfaces (the "**Maintenance Schedule**").
- 35.2 The Supplier shall provide to the Customer a draft Maintenance Schedule for Approval within such period of time and in accordance with any other instructions of the Customer as specified in the Call Off Order Form.
- 35.3 Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.

- 35.4 The Supplier shall give as much notice as is reasonably practicable to the Customer prior to carrying out any Emergency Maintenance.
- 35.5 The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the Maintained Interfaces and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the Maintained Interfaces and the provision of the Goods and/or Services.

H. INTELLECTUAL PROPERTY AND INFORMATION

36. INTELLECTUAL PROPERTY RIGHTS

36.1 Allocation of title to IPR

36.1.1 Save as expressly granted elsewhere under this Call Off Contract:

- (a) the Customer shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, including:
 - (i) the Supplier Background IPR;
 - (ii) the Third Party IPR; and
 - (iii) the Project Specific IPR; and
- (b) the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Customer or its licensors, including the:
 - (i) Customer Background IPR; and
 - (ii) Customer Data.

36.1.2 Where either Party acquires, by operation of Law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 36.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).

36.1.3 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.

36.2 Licence granted by the Supplier: Project Specific IPR

36.2.1 The Supplier hereby grants to the Customer, or shall procure the direct grant to the Customer of, a perpetual, royalty-free, irrevocable, non-exclusive licence to use the Project Specific IPR including but not limited to the right to copy, adapt, publish and distribute such Project Specific IPR.

36.3 Licence granted by the Supplier: Supplier Background IPR

36.3.1 The Supplier hereby grants to the Customer a perpetual, royalty-free and non-exclusive licence to use the Supplier Background IPR for any purpose relating to the Goods and/or Services (or substantially equivalent goods and/or services) or for any purpose relating to the exercise of the Customer's (or, if the Customer is a Central Government Body, any other Central Government Body's) business or function.

36.3.2 At any time during the Call Off Contract Period or following the Call Off Expiry Date, the Supplier may terminate a licence granted in respect of the Supplier Background IPR under Clause 36.3 by giving thirty (30) days' notice in writing (or such other period as agreed by the Parties) if there is a Customer Cause or other breach which constitutes a material Default of the terms of 36.3.1 which, if the breach is capable of remedy, is not remedied within twenty

(20) Working Days after the Supplier gives the Customer written notice specifying the breach and requiring its remedy.

36.3.3 In the event the licence of the Supplier Background IPR is terminated pursuant to Clause 36.3.2, the Customer shall:

- (a) immediately cease all use of the Supplier Background IPR;
- (b) at the discretion of the Supplier, return or destroy documents and other tangible materials that contain any of the Supplier Background IPR, provided that if the Supplier has not made an election within six (6) Months of the termination of the licence, the Customer may destroy the documents and other tangible materials that contain any of the Supplier Background IPR; and
- (c) ensure, so far as reasonably practicable, that any Supplier Background IPR that is held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Customer) from any computer, word processor, voicemail system or any other device containing such Supplier Background IPR.

36.4 Customer's right to sub-license

36.4.1 The Customer shall be freely entitled to sub-license the rights granted to it pursuant to Clause 36.2 (Licence granted by the Supplier: Project Specific IPR).

36.4.2 The Customer may sub-license:

- (a) the rights granted under Clause 36.3 (Licence granted by the Supplier: Supplier Background IPR) to a third party (including for the avoidance of doubt, any Replacement Supplier) provided that:
 - (i) the sub-license is on terms no broader than those granted to the Customer; and
 - (ii) the sub-license only authorises the third party to use the rights licensed in Clause 36.3 (Licence granted by the Supplier: Supplier Background IPR) for purposes relating to the Goods and/or Services (or substantially equivalent goods and/or services) or for any purpose relating to the exercise of the Customer's (or, if the Customer is a Central Government Body, any other Central Government Body's) business or function; and
- (b) the rights granted under Clause 36.3 (Licence granted by the Supplier: Supplier Background IPR) to any Approved Sub-Licensee to the extent necessary to use and/or obtain the benefit of the Project Specific IPR provided that the sub-license is on terms no broader than those granted to the Customer.

36.5 Customer's right to assign/novate licences

36.5.1 The Customer shall be freely entitled to assign, novate or otherwise transfer its rights and obligations under the licence granted to it pursuant to Clause 36.2 (Licence granted by the Supplier: Project Specific IPR).

36.5.2 The Customer may assign, novate or otherwise transfer its rights and obligations under the licence granted pursuant to Clause 36.3 (Licence granted by the Supplier: Supplier Background IPR) to:

- (a) a Central Government Body; or
- (b) to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Customer.

- 36.5.3 Where the Customer is a Central Government Body, any change in the legal status of the Customer which means that it ceases to be a Central Government Body shall not affect the validity of any licence granted in Clause 36.2 (Licence granted by the Supplier: Project Specific IPR) and/or Clause 36.3 (Licences granted by the Supplier: Supplier Background IPR). If the Customer ceases to be a Central Government Body, the successor body to the Customer shall still be entitled to the benefit of the licences granted in Clause 36.2 (Licence granted by the Supplier: Project Specific IPR) and Clause 36.3 (Licence granted by the Supplier: Supplier Background IPR).
- 36.5.4 If a licence granted in Clause 36.2 (Licence granted by the Supplier: Project Specific IPR) and/or Clause 36.3 (Licence granted by the Supplier: Supplier Background IPR) is novated under Clauses 36.5 or there is a change of the Customer's status pursuant to Clause 36.5.3 both such bodies being referred to as the **"Transferee"**, the rights acquired by the Transferee shall not extend beyond those previously enjoyed by the Customer.

36.6 **Third Party IPR**

- 36.6.1 The Supplier shall procure that the owners or the authorised licensors of any Third Party IPR grant a direct licence to the Customer on terms at least equivalent to those set out in Clause 36.3 (Licence granted by the Supplier: Supplier Background IPR) and Clause 36.5 (Customer's right to assign/novate licences). If the Supplier cannot obtain for the Customer a licence materially in accordance with the licence terms set out in Clause 36.3 (Licences granted by the Supplier: Supplier Background IPR) and Clause 36.5 (Customer's right to assign/novate licences) in respect of any such Third Party IPR, the Supplier shall:
- (a) notify the Customer in writing giving details of what licence terms can be obtained from the relevant third party and whether there are alternative providers which the Supplier could seek to use; and
 - (b) only use such Third Party IPR if the Customer Approves the terms of the licence from the relevant third party.

36.7 **Licence granted by the Customer**

- 36.7.1 The Customer hereby grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call Off Contract Period to use the Customer Background IPR and the Customer Data solely to the extent necessary for providing the Goods and/or Services in accordance with this Call Off Contract, including (but not limited to) the right to grant sub-licences to Sub-Contractors provided that:
- (a) any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 37.4 (Confidentiality); and
 - (b) the Supplier shall not without Approval use the licensed materials for any other purpose or for the benefit of any person other than the Customer.

36.8 **Termination of licenses**

- 36.8.1 Subject to Clause 36.3 (Licence granted by the Supplier: Supplier Background IPR), all licences granted pursuant to Clause 36 (Intellectual Property Rights) (other than those granted pursuant to Clause 36.6 (Third Party IPR) and 36.7 (Licence granted by the Customer)) shall survive the Call Off Expiry Date.
- 36.8.2 The Supplier shall, if requested by the Customer in accordance with Call Off Schedule 9 (Exit Management), grant (or procure the grant) to the Replacement Supplier of a licence to use any Supplier Background IPR and/or Third Party IPR on terms equivalent to those set out in Clause 36.3 (Licence granted by the Supplier: Supplier Background IPR) subject to the Replacement Supplier entering into reasonable confidentiality undertakings with the Supplier.

36.8.3 The licence granted pursuant to Clause 36.7 (Licence granted by the Customer) and any sub-licence granted by the Supplier in accordance with Clause 36.7 (Licence granted by the Customer) shall terminate automatically on the Call Off Expiry Date and the Supplier shall:

- (a) immediately cease all use of the Customer Background IPR and the Customer Data (as the case may be);
- (b) at the discretion of the Customer, return or destroy documents and other tangible materials that contain any of the Customer Background IPR and the Customer Data, provided that if the Customer has not made an election within six (6) Months of the termination of the licence, the Supplier may destroy the documents and other tangible materials that contain any of the Customer Background IPR and the Customer Data (as the case may be); and
- (c) ensure, so far as reasonably practicable, that any Customer Background IPR and Customer Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any computer, word processor, voicemail system or any other device of the Supplier containing such Customer Background IPR and/or Customer Data.

36.9 IPR Indemnity

36.9.1 The Supplier shall, during and after the Call Off Contract Period, on written demand, indemnify the Customer against all Losses incurred by, awarded against, or agreed to be paid by the Customer (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim.

36.9.2 If an IPR Claim is made, or the Supplier anticipates that an IPR Claim might be made, the Supplier may, at its own expense and sole option, either:

- (a) procure for the Customer the right to continue using the relevant item which is subject to the IPR Claim; or
- (b) replace or modify the relevant item with non-infringing substitutes provided that:
 - (i) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
 - (ii) the replaced or modified item does not have an adverse effect on any other Goods and/or Services;
 - (iii) there is no additional cost to the Customer; and
 - (iv) the terms and conditions of this Call Off Contract shall apply to the replaced or modified Goods and/or Services.

36.9.3 If the Supplier elects to procure a licence in accordance with Clause 36.9.2(a) or to modify or replace an item pursuant to Clause 36.9.2(b), but this has not avoided or resolved the IPR Claim, then:

- (i) the Customer may terminate this Call Off Contract by written notice with immediate effect; and
- (ii) without prejudice to the indemnity set out in Clause 36.9.1, the Supplier shall be liable for all reasonable and unavoidable costs of the substitute goods and/or services including the additional costs of procuring, implementing and maintaining the substitute items.

37. SECURITY AND PROTECTION OF INFORMATION

37.1 Security Requirements

- 37.1.1 The Supplier shall comply with the Security Policy and the requirements of Call Off Schedule 7 (Security) including the Security Management Plan (if any) and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 37.1.2 The Customer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 37.1.3 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Goods and/or Services it may propose a Change to the Customer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Call Off Contract Charges shall then be subject to the Change Control Procedure.
- 37.1.4 Until and/or unless a change to the Call Off Contract Charges is agreed by the Customer pursuant to the Change Control Procedure the Supplier shall continue to provide the Goods and/or Services in accordance with its existing obligations.

37.2 Malicious Software

- 37.2.1 The Supplier shall, as an enduring obligation throughout the Call Off Contract Period use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor (unless otherwise agreed in writing between the Parties) to check for, contain the spread of, and minimise the impact of Malicious Software (or as otherwise agreed between the Parties).
- 37.2.2 Notwithstanding Clause 37.2.1, if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Customer Data, assist each other to mitigate any losses and to restore the provision of the Goods and/or Services to its desired operating efficiency.
- 37.2.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Clause 37.2.2 shall be borne by the Parties as follows:
 - (a) by the Supplier, where the Malicious Software originates from the Supplier Software, the Third Party Software supplied by the Supplier (except where the Customer has waived the obligation set out in Clause 37.2.1) or the Customer Data (whilst the Customer Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Customer when provided to the Supplier; and
 - (b) by the Customer if the Malicious Software originates from the Customer Software (in respect of which the Customer has waived its obligation set out in Clause 37.2.1) or the Customer Data (whilst the Customer Data was under the control of the Customer).

37.3 Protection of Customer Data

- 37.3.1 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Customer Data.
- 37.3.2 The Supplier shall not store, copy, disclose, or use the Customer Data except as necessary for the performance by the Supplier of its obligations under this Call Off Contract or as otherwise Approved by the Customer.

- 37.3.3 To the extent that the Customer Data is held and/or Processed by the Supplier, the Supplier shall supply that Customer Data to the Customer as requested by the Customer and in the format (if any) specified by the Customer in the Call Off Order Form and, in any event, as specified by the Customer from time to time in writing.
- 37.3.4 The Supplier shall take responsibility for preserving the integrity of Customer Data and preventing the corruption or loss of Customer Data.
- 37.3.5 The Supplier shall perform secure back-ups of all Customer Data and shall ensure that up-to-date back-ups are stored off-site at an Approved location in accordance with any IT SCDR Plan or otherwise. The Supplier shall ensure that such back-ups are available to the Customer (or to such other person as the Customer may direct) at all times upon request and are delivered to the Customer at no less than six (6) Monthly intervals (or such other intervals as may be agreed in writing between the Parties).
- 37.3.6 The Supplier shall ensure that any system on which the Supplier holds any Customer Data (and data about Customer data), including back-up data, is a secure system that complies with the Security Policy and the Security Management Plan (if any).
- 37.3.7 If at any time the Supplier suspects or has reason to believe that the Customer Data is corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Customer immediately and inform the Customer of the remedial action the Supplier proposes to take.
- 37.3.8 If the Customer Data is corrupted, lost or sufficiently degraded as a result of a Default so as to be unusable, the Customer may:
- (a) require the Supplier (at the Supplier's expense) to restore or procure the restoration of Customer Data to the extent and in accordance with the requirements specified in Call Off Schedule 8 (IT Service Continuity and Disaster Recovery) or as otherwise required by the Customer, and the Supplier shall do so as soon as practicable but not later than five (5) Working Days from the date of receipt of the Customer's notice; and/or
 - (b) itself restore or procure the restoration of Customer Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in Call Off Schedule 8 (IT Service Continuity and Disaster Recovery) or as otherwise required by the Customer.

37.4 Confidentiality

- 37.4.1 For the purposes of Clause 37.4 the term **"Disclosing Party"** shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and **"Recipient"** shall mean the Party which receives or obtains directly or indirectly Confidential Information.
- 37.4.2 Except to the extent set out in Clause 37.4 or where disclosure is expressly permitted elsewhere in this Call Off Contract, the Recipient shall:
- (a) treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials);
 - (b) not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Call Off Contract or without obtaining the owner's prior written consent;
 - (c) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Call Off Contract; and

- (d) immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.
- 37.4.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:
- (a) the Recipient is required to disclose the Confidential Information by Law, provided that Clause 37.6 (Freedom of Information) shall apply to disclosures required under the FOIA or the EIRs;
 - (b) the need for such disclosure arises out of or in connection with:
 - (i) any legal challenge or potential legal challenge against the Customer arising out of or in connection with this Call Off Contract;
 - (ii) the examination and certification of the Customer's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer is making use of any Goods and/or Services provided under this Call Off Contract; or
 - (iii) the conduct of a Central Government Body review in respect of this Call Off Contract; or
 - (c) the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.
- 37.4.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.
- 37.4.5 Subject to Clauses 37.4.2, the Supplier may only disclose the Confidential Information of the Customer on a confidential basis to:
- (a) Supplier Personnel who are directly involved in the provision of the Goods and/or Services and need to know the Confidential Information to enable performance of the Supplier's obligations under this Call Off Contract; and
 - (b) its professional advisers for the purposes of obtaining advice in relation to this Call Off Contract.
- 37.4.6 Where the Supplier discloses Confidential Information of the Customer pursuant to Clause 37.4.5, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Call Off Contract by the persons to whom disclosure has been made.
- 37.4.7 The Customer may disclose the Confidential Information of the Supplier:
- (a) to any Central Government Body on the basis that the information may only be further disclosed to Central Government Bodies;
 - (b) to the British Parliament and any committees of the British Parliament or if required by any British Parliamentary reporting requirement;
 - (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

- (d) on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 37.4.7(a) (including any benchmarking organisation) for any purpose relating to or connected with this Call Off Contract;
- (e) on a confidential basis for the purpose of the exercise of its rights under this Call Off Contract; or
- (f) to a proposed transferee, assignee or novate of, or successor in title to the Customer,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under Clause 37.4.

37.4.8 Nothing in Clause 37.4 shall prevent a Recipient from using any techniques, ideas or Know-How gained during the performance of this Call Off Contract in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

37.4.9 In the event that the Supplier fails to comply with Clauses 37.4.2 to 37.4.5, the Customer reserves the right to terminate this Call Off Contract for material Default.

37.5 Transparency

37.5.1 The Parties acknowledge and agree that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Call Off Contract and any Transparency Reports under it is not Confidential Information and shall be made available in accordance with the procurement policy note 13/15 https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/458554/Procurement_Policy_Note_13_15.pdf and the Transparency Principles referred to therein. The Customer shall determine whether any of the content of this Call Off Contract is exempt from disclosure in accordance with the provisions of the FOIA. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.

37.5.2 Notwithstanding any other provision of this Call Off Contract, the Supplier hereby gives his consent for the Customer to publish this Call Off Contract in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including any changes to this Call Off Contract agreed from time to time.

37.5.3 The Supplier shall assist and cooperate with the Customer to enable the Customer to publish this Call Off Contract.

37.6 Freedom of Information

37.6.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the EIRs. The Supplier shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its Information disclosure obligations under the FOIA and EIRs;
- (b) transfer to the Customer all Requests for Information relating to this Call Off Contract that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
- (c) provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within five (5) Working Days (or such other period

as the Customer may reasonably specify) of the Customer's request for such Information; and

- (d) not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

37.6.2 The Supplier acknowledges that the Customer may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Customer shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Secretary of State's Section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Call Off Contract) the Customer shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

37.7 Protection of Personal Data

37.7.1 Where any Personal Data is Processed in connection with the exercise of the Parties' rights and obligations under this Call Off Contract, the Parties acknowledge that the Customer is the Data Controller and that the Supplier is the Data Processor. The Supplier shall comply with the requirements set out in Annex 4 to Call Off Schedule 7 (Security) with respect to Personal Data.

37.7.2 The Supplier shall:

- (a) Process the Personal Data only in accordance with the written instructions from the Customer to perform its obligations under this Call Off Contract and notify the Customer immediately if any instructions of the Customer relating to the Processing of Personal Data are unlawful;
- (b) ensure that at all times it has in place appropriate technical and organisational measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction, or damage to the Personal Data, including the measures as are set out in Clauses 37.1 (Security Requirements) and 37.3 (Protection of Customer Data);
- (c) not disclose or transfer the Personal Data to any third party or Supplier Personnel unless necessary for the provision of the Goods and/or Services and, for any disclosure or transfer of Personal Data to any third party, obtain the prior written consent of the Customer (save where such disclosure or transfer is specifically authorised under this Call Off Contract);
- (d) take reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that the Supplier Personnel:
 - (i) are aware of and comply with the Supplier's duties under Clause 37.7.2 and Clauses 37.1 (Security Requirements), 37.3 (Protection of Customer Data) and 37.4 (Confidentiality);
 - (ii) 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 Customer or as otherwise permitted by this Call Off Contract; and
 - (iii) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (e) notify the Customer within five (5) Working Days if it receives:

- (i) from a Data Subject (or third party on their behalf) a Data Subject Access Request (or purported Data Subject Access Request) a request to rectify, block or erase any Personal Data or any other request, complaint or communication relating to the Customer's obligations under the Data Protection Legislation;
 - (ii) any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data; or
 - (iii) 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;
- (f) provide the Customer with full cooperation and assistance (within the timescales reasonably required by the Customer) in relation to any complaint, communication or request made (as referred to at Clause 37.7.2(e)), including by promptly providing:
 - (i) the Customer with full details and copies of the complaint, communication or request;
 - (ii) where applicable, such assistance as is reasonably requested by the Customer to enable the Customer to comply with the Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation; and
 - (iii) the Customer, on request by the Customer, with any Personal Data it holds in relation to a Data Subject;
- (g) if requested by the Customer, provide a written description of the measures that it has taken and technical and organisational security measures in place, for the purpose of compliance with its obligations pursuant to this Clause 37.7.2 and provide to the Customer copies of all documentation relevant to such compliance including, protocols, procedures, guidance, training and manuals; and
- (h) notify the Customer without undue delay, and in any event within two (2) Working Days, if the Supplier or any Sub-Contractor suffers a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to, Personal Data and provide the Customer with full cooperation and assistance in relation to the same.

37.7.3 The Supplier shall not Process or otherwise transfer any Personal Data in or to any country outside the European Economic Area or any country which is not determined to be adequate by the European Commission pursuant to Article 25(6) of Directive 95/46/EC (together “**Restricted Countries**”). If, after the Call Off Commencement Date, the Supplier or any Sub-Contractor wishes to Process and/or transfer any Personal Data in or to any outside the European Economic Area, the following provisions shall apply:

- (a) the Supplier shall propose a Change to the Customer which, if it is agreed by the Customer, shall be dealt with in accordance with the Change Control Procedure and Clauses 37.7.3(b) to 37.7.3(c);
- (b) the Supplier shall set out in its proposal to the Customer for a Change details of the following:
 - (i) the Personal Data which will be transferred to and/or Processed in or to any Restricted Countries;
 - (ii) the Restricted Countries to which the Personal Data will be transferred and/or Processed;

- (iii) any Sub-Contractors or other third parties who will be Processing and/or receiving Personal Data in Restricted Countries; and
 - (iv) how the Supplier will ensure an adequate level of protection and adequate safeguards in respect of the Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Customer's compliance with the Data Protection Legislation;
- (c) in providing and evaluating the Change, the Parties shall ensure that they have regard to and comply with then-current Customer, Central Government Bodies and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing in and/or transfers of Personal Data to any Restricted Countries; and
- (d) the Supplier shall comply with such other instructions and shall carry out such other actions as the Customer may notify in writing, including:
 - (i) incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) into this Call Off Contract or a separate data processing agreement between the Parties; and
 - (ii) procuring that any Sub-Contractor or other third party who will be Processing and/or receiving or accessing the Personal Data in any Restricted Countries either enters into:
 - (A) a direct data processing agreement with the Customer on such terms as may be required by the Customer; or
 - (B) a data processing agreement with the Supplier on terms which are equivalent to those agreed between the Customer and the Sub-Contractor relating to the relevant Personal Data transfer, and
 - (iii) in each case which the Supplier acknowledges may include the incorporation of model contract provisions (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) and technical and organisation measures which the Customer deems necessary for the purpose of protecting Personal Data.

37.7.4 The Supplier shall use its reasonable endeavours to assist the Customer to comply with any obligations under the Data Protection Legislation and shall not perform its obligations under this Call Off Contract in such a way as to cause the Customer to breach any of the Customer's obligations under the Data Protection Legislation to the extent the Supplier is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

38. PUBLICITY AND BRANDING

38.1 The Supplier shall not:

38.1.1 make any press announcements or publicise this Call Off Contract in any way; or

38.1.2 use the Customer's name or brand in any promotion or marketing or announcement of orders,

without Approval (the decision of the Customer to Approve or not shall not be unreasonably withheld or delayed).

- 38.2 Each Party acknowledges to the other that nothing in this Call Off Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party (including the Goods and/or Services, Equipment, the Supplier System and the Customer System) and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

I. LIABILITY AND INSURANCE

39. LIABILITY

39.1 Unlimited Liability

39.1.1 Neither Party excludes or limits its liability for:

- (a) death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors (as applicable);
- (b) bribery or Fraud by it or its employees;
- (c) breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) any liability to the extent it cannot be excluded or limited by Law.

39.1.2 The Supplier does not exclude or limit its liability in respect of the indemnity in 36.9.1 (IPR Indemnity) and in each case whether before or after the making of a demand pursuant to the indemnity therein.

39.2 Financial Limits

39.2.1 Subject to Clause 39.1 (Unlimited Liability), the Supplier's total aggregate liability in relation to each Service Level:

- (a) in respect of the:
 - (i) Service Credits; and
 - (ii) Compensation for Critical Service Level Failure,
incurred in each Period shall be subject to the Service Credit Cap applicable to such Service Level;
- (b) for all loss of or damage to the Customer Premises, property or assets (including technical infrastructure, assets or equipment but excluding loss of or damage to Customer Data or any other Personal Data) of the Customer caused by any Default, shall in no event in each rolling period of twelve (12) Months exceed fifteen million pounds (£15,000,000);
- (c) for all loss or damage to Customer Data, Personal Data or breach of Clause 37.3 (Protection of Customer Data) and 37.7 (Protection of Personal Data) caused by any Default, shall in no event in each rolling period of twelve (12) Months exceed ten million pounds (£10,000,000);
- (d) in respect of all other Losses incurred by the Customer under or in connection with this Call Off Contract as a result of Defaults by the Supplier shall in no event exceed:
 - (i) in relation to any Defaults occurring from the Call Off Commencement Date to the end of the first Call Off Contract Year, the higher of ten million pounds (£10,000,000) or a sum equal to one hundred and fifty per cent (150%) of the Estimated Year 1 Call Off Contract Charges;
 - (ii) in relation to any Defaults occurring in each subsequent Call Off Contract Year that commences during the remainder of the Call Off Contract

Period, the higher of ten million pounds (£10,000,000) in each such Call Off Contract Year or a sum equal to one hundred and fifty percent (150%) of the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the previous Call Off Contract Year; and

- (iii) in relation to any Defaults occurring in each Call Off Contract Year that commences after the end of the Call Off Contract Period, the higher of ten million pounds (£10,000,000) in each such Call Off Contract Year or a sum equal to one hundred and fifty percent (150%) of the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the last Call Off Contract Year commencing during the Call Off Contract Period;

unless the Customer has specified different financial limits in the Call Off Order Form.

39.2.2 Subject to Clauses 39.1 (Unlimited Liability) and 39.2 (Financial Limits) and without prejudice to its obligation to pay the undisputed Call Off Contract Charges as and when they fall due for payment, the Customer's total aggregate liability in respect of all Losses as a result of Customer Causes or any other breach of this Call Off Contract by the Customer or otherwise in contract tort (including negligence) or otherwise howsoever incurred relating to this Call Off Contract (**Customer Liability Events**) shall be limited to:

- (a) in relation to any Customer Liability Events occurring from the Call Off Commencement Date to the end of the first Call Off Contract Year, a sum equal to the Estimated Year 1 Call Off Contract Charges;
- (b) in relation to any Customer Liability Events occurring in each subsequent Call Off Contract Year that commences during the remainder of the Call Off Contract Period, a sum equal to the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the previous Call Off Contract Year; and
- (c) in relation to any Customer Liability Events occurring in each Call Off Contract Year that commences after the end of the Call Off Contract Period, a sum equal to the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the last Call Off Contract Year commencing during the Call Off Contract Period.

39.3 Non-recoverable Losses

39.3.1 Subject to Clause 39.1 (Unlimited Liability) neither Party shall be liable to the other Party for any:

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

39.4 Recoverable Losses

39.4.1 Subject to Clause 39.2 (Financial Limits), and notwithstanding Clause 39.3 (Non-recoverable Losses), the Supplier acknowledges that the Customer may, amongst other things, recover from the Supplier the following Losses incurred by the Customer to the extent that they arise as a result of a Default by the Supplier:

- (a) any additional operational and/or administrative costs and expenses incurred by the Customer, including costs relating to time spent by or on behalf of the Customer in dealing with the consequences of the Default;
- (b) any wasted expenditure or charges;
- (c) the additional cost of procuring Replacement Goods and/or Services for the remainder of the Call Off Contract Period and/or replacement Deliverables, which

shall include any incremental costs associated with such Replacement Goods and/or Services and/or replacement Deliverables above those which would have been payable under this Call Off Contract;

- (d) any compensation or interest paid to a third party by the Customer; and
- (e) any fine, penalty or costs incurred by the Customer pursuant to Law.

39.5 Miscellaneous

- 39.5.1 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Call Off Contract.
- 39.5.2 Any Deductions shall not be taken into consideration when calculating the Supplier's liability under Clause 39.2 (Financial Limits).
- 39.5.3 Subject to any rights of the Customer under this Call Off Contract (including in respect of an IPR Claim), any claims by a third party where an indemnity is sought by that third party from a Party to this Call Off Contract shall be dealt with in accordance with the provisions of Framework Schedule 20 (Conduct of Claims).

40. INSURANCE

- 40.1 This Clause 40 will only apply where specified in the Call Off Order Form or elsewhere in this Call Off Contract.
- 40.2 Notwithstanding any benefit to the Customer of the policy or policies of insurance referred to in Clause 31 (Insurance) of the Framework Agreement, the Supplier shall effect and maintain such further policy or policies of insurance or extensions to such existing policy or policies of insurance procured under the Framework Agreement in respect of all risks which may be incurred by the Supplier arising out of its performance of its obligations under this Call Off Contract.
- 40.3 Without limitation to the generality of Clause 40.2 the Supplier shall ensure that it maintains the policy or policies of insurance as stipulated in the Call Off Order Form.
- 40.4 The Supplier shall effect and maintain the policy or policies of insurance referred to in Clause 40 for six (6) years after the Call Off Expiry Date.
- 40.5 The Supplier shall give the Customer, on request, copies of all insurance policies referred to in Clause 40 or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 40.6 If, for whatever reason, the Supplier fails to give effect to and maintain the insurance policies required under Clause 40 the Customer may make alternative arrangements to protect its interests and may recover the premium and other costs of such arrangements as a debt due from the Supplier.
- 40.7 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liability under this Call Off Contract. It shall be the responsibility of the Supplier to determine the amount of insurance cover that will be adequate to enable the Supplier to satisfy any liability in relation to the performance of its obligations under this Call Off Contract.
- 40.8 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Customer (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.

J. REMEDIES AND RELIEF

41. CUSTOMER REMEDIES FOR DEFAULT

41.1 Remedies

41.1.1 Without prejudice to any other right or remedy of the Customer howsoever arising (including under Call Off Schedule 6 (Service Levels, Call Off KPIs and Service Credits)) and subject to the exclusive financial remedy provisions in Clauses 14.6 (Service Levels and Service Credits) and 6.4.1(b) (Delay Payments), if the Supplier commits any Default of this Call Off Contract then the Customer may (whether or not any part of the Goods and/or Services have been Delivered) do any of the following:

- (a) at the Customer's option, give the Supplier the opportunity (at the Supplier's expense) to remedy the Default together with any damage resulting from such Default (where such Default is capable of remedy) or to supply Replacement Goods and/or Services and carry out any other necessary work to ensure that the terms of this Call Off Contract are fulfilled, in accordance with the Customer's instructions;
- (b) carry out, at the Supplier's expense, any work necessary to make the provision of the Goods and/or Services comply with this Call Off Contract; or
- (c) if the Default is a material Default that is capable of remedy (and for these purposes a material Default may be a single material Default or a number of Defaults or repeated Defaults - whether of the same or different obligations and regardless of whether such Defaults are remedied - which taken together constitute a material Default):
 - (i) instruct the Supplier to comply with the Rectification Plan Process;
 - (ii) suspend this Call Off Contract (whereupon the relevant provisions of Clause 47 (Partial Termination, Suspension and Partial Suspension) shall apply) and step-in to itself supply or procure a third party to supply (in whole or in part) the Goods and/or Services; or
 - (iii) without terminating or suspending the whole of this Call Off Contract, terminate or suspend this Call Off Contract in respect of part of the provision of the Goods and/or Services only (whereupon the relevant provisions of Clause 47 (Partial Termination, Suspension and Partial Suspension) shall apply) and step-in to itself supply or procure a third party to supply (in whole or in part) such part of the Good and/or Services.

41.1.2 Where the Customer exercises any of its step-in rights under Clauses 41.1.1(c)(ii) or 41.1.1(c)(iii), the Customer shall have the right to charge the Supplier for and the Supplier shall on demand pay any costs reasonably incurred by the Customer (including any reasonable administration costs) in respect of the supply of any part of the Goods and/or Services by the Customer or a third party and provided that the Customer uses its reasonable endeavours to mitigate any additional expenditure in obtaining Replacement Goods and/or Replacement Goods and/or Services.

41.2 Rectification Plan Process

41.2.1 Where the Customer has instructed the Supplier to comply with the Rectification Plan Process pursuant to Clause 41.1.1(c)(i):

- (a) the Supplier shall submit a draft Rectification Plan to the Customer for it to review as soon as possible and in any event within ten (10) Working Days (or such other period as may be agreed between the Parties) from the date of Customer's instructions. The

Supplier shall submit a draft Rectification Plan even if the Supplier disputes that it is responsible for the Default giving rise to the Customer's request for a draft Rectification Plan; and

(b) the draft Rectification Plan shall set out:

- (i) full details of the Default that has occurred, including a root cause analysis;
- (ii) the actual or anticipated effect of the Default; and
- (iii) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable).

41.2.2 The Supplier shall promptly provide to the Customer any further documentation that the Customer requires to assess the Supplier's root cause analysis. If the Parties do not agree on the root cause set out in the draft Rectification Plan, either Party may refer the matter to be determined by an expert in accordance with paragraph 5 of Call Off Schedule 11 (Dispute Resolution Procedure).

41.2.3 The Customer may reject the draft Rectification Plan by notice to the Supplier if, acting reasonably, it considers that the draft Rectification Plan is inadequate, for example because the draft Rectification Plan:

- (a) is insufficiently detailed to be capable of proper evaluation;
- (b) will take too long to complete;
- (c) will not prevent reoccurrence of the Default; and/or
- (d) will rectify the Default but in a manner which is unacceptable to the Customer.

41.2.4 The Customer shall notify the Supplier whether it consents to the draft Rectification Plan as soon as reasonably practicable. If the Customer rejects the draft Rectification Plan, the Customer shall give reasons for its decision and the Supplier shall take the reasons into account in the preparation of a revised Rectification Plan. The Supplier shall submit the revised draft of the Rectification Plan to the Customer for review within five (5) Working Days (or such other period as agreed between the Parties) of the Customer's notice rejecting the first draft.

41.2.5 If the Customer consents to the Rectification Plan, the Supplier shall immediately start work on the actions set out in the Rectification Plan.

42. SUPPLIER RELIEF DUE TO CUSTOMER CAUSE

42.1 If the Supplier has failed to:

- 42.1.1 Achieve a Milestone by its Milestone Date;
- 42.1.2 provide the Goods and/or Services in accordance with the Service Levels; or
- 42.1.3 comply with its obligations under this Call Off Contract,

(each a **"Supplier Non-Performance"**),

and can demonstrate that the Supplier Non-Performance would not have occurred but for a Customer Cause, then (subject to the Supplier fulfilling its obligations in Clause 18 (Supplier Notification of Customer Cause)):

- (a) the Supplier shall not be treated as being in breach of this Call Off Contract to the extent the Supplier can demonstrate that the Supplier Non-Performance was caused by the Customer Cause;
- (b) the Customer shall not be entitled to exercise any rights that may arise as a result of that Supplier Non-Performance to terminate this Call Off Contract pursuant to Clause 44 (Customer Termination Rights) except Clause 44.7 (Termination Without Cause);
- (c) where the Supplier Non-Performance constitutes the failure to Achieve a Milestone by its Milestone Date:
 - (i) the Milestone Date shall be postponed by a period equal to the period of Delay that the Supplier can demonstrate was caused by the Customer Cause;
 - (ii) if the Customer, acting reasonably, considers it appropriate, the Implementation Plan shall be amended to reflect any consequential revisions required to subsequent Milestone Dates resulting from the Customer Cause; and
 - (iii) if failure to Achieve a Milestone attracts a Delay Payment, the Supplier shall have no liability to pay any such Delay Payment associated with the Milestone to the extent that the Supplier can demonstrate that such failure was caused by the Customer Cause; and/or
- (d) where the Supplier Non-Performance constitutes a Service Level Failure:
 - (i) the Supplier shall not be liable to accrue Service Credits;
 - (ii) the Customer shall not be entitled to any Compensation for Critical Service Level Failure pursuant to Clause 15 (Critical Service Level Failure); and
 - (iii) the Supplier shall be entitled to invoice for the Call Off Contract Charges for the provision of the relevant Goods and/or Services affected by the Customer Cause,

in each case, to the extent that the Supplier can demonstrate that the Service Level Failure was caused by the Customer Cause.

42.2 In order to claim any of the rights and/or relief referred to in Clause 42.1, the Supplier shall:

42.2.1 comply with its obligations under Clause 18 (Notification of Customer Cause); and

42.2.2 within ten (10) Working Days of becoming aware that a Customer Cause has caused, or is likely to cause, a Supplier Non-Performance, give the Customer notice (a **"Relief Notice"**) setting out details of:

- (a) the Supplier Non-Performance;
- (b) the Customer Cause and its effect on the Supplier's ability to meet its obligations under this Call Off Contract; and
- (c) the relief claimed by the Supplier.

42.3 Following the receipt of a Relief Notice, the Customer shall as soon as reasonably practicable consider the nature of the Supplier Non-Performance and the alleged Customer Cause and whether it agrees with the Supplier's assessment set out in the Relief Notice as to the effect of the relevant Customer Cause and its entitlement to relief, consulting with the Supplier where necessary.

42.4 Without prejudice to Clauses 8.9 (Continuing obligation to provide the Goods and/or Services) and 9.11 (Continuing obligation to provide the Goods), if a Dispute arises as to:

- 42.4.1 whether a Supplier Non-Performance would not have occurred but for a Customer Cause; or
- 42.4.2 the nature and/or extent of the relief claimed by the Supplier,
 - either Party may refer the Dispute to the Dispute Resolution Procedure. Pending the resolution of the Dispute, both Parties shall continue to resolve the causes of, and mitigate the effects of, the Supplier Non-Performance.

42.5 Any Change that is required to the Implementation Plan or to the Call Off Contract Charges pursuant to Clause 42 shall be implemented in accordance with the Change Control Procedure.

43. FORCE MAJEURE

- 43.1 Subject to the remainder of Clause 43 (and, in relation to the Supplier, subject to its compliance with any obligations in Clause 16 (IT Service Continuity and Disaster Recovery)), a Party may claim relief under Clause 43 from liability for failure to meet its obligations under this Call Off Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under this Call Off Contract which results from a failure or delay by an agent, Sub-Contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.
- 43.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.
- 43.3 If the Supplier is the Affected Party, it shall not be entitled to claim relief under Clause 43 to the extent that consequences of the relevant Force Majeure Event:
 - 43.3.1 are capable of being mitigated by any of the provision of any Goods and/or Services, including any IT SCDR Goods and/or Services, but the Supplier has failed to do so; and/or
 - 43.3.2 should have been foreseen and prevented or avoided by a prudent provider of goods and/or services similar to the Goods and/or Services, operating to the standards required by this Call Off Contract.
- 43.4 Subject to Clause 43.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Goods and/or Services affected by the Force Majeure Event.
- 43.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- 43.6 Where, as a result of a Force Majeure Event:
 - 43.6.1 an Affected Party fails to perform its obligations in accordance with this Call Off Contract, then during the continuance of the Force Majeure Event:
 - (a) the other Party shall not be entitled to exercise any rights to terminate this Call Off Contract in whole or in part as a result of such failure unless the provision of the Goods and/or Services is materially impacted by a Force Majeure Event which endures for a continuous period of more than ninety (90) days; and
 - (b) the Supplier shall not be liable for any Default and the Customer shall not be liable for any Customer Cause arising as a result of such failure;

43.6.2 the Supplier fails to perform its obligations in accordance with this Call Off Contract:

- (a) the Customer shall not be entitled:
 - (i) during the continuance of the Force Majeure Event to exercise its step-in rights under Clause 41.1.1(b) and 41.1.1(c) (Customer Remedies for Default) as a result of such failure;
 - (ii) to receive Delay Payments pursuant to Clause 6.4 (Delay Payments) to the extent that the Achievement of any Milestone is affected by the Force Majeure Event; and
 - (iii) to receive Service Credits or withhold and retain any of the Call Off Contract Charges as Compensation for Critical Service Level Failure pursuant to Clause 15 (Critical Service Level Failure) to the extent that a Service Level Failure or Critical Service Level Failure has been caused by the Force Majeure Event; and
- (b) the Supplier shall be entitled to receive payment of the Call Off Contract Charges (or a proportional payment of them) only to the extent that the Goods and/or Services (or part of the Goods and/or Services) continue to be provided in accordance with the terms of this Call Off Contract during the occurrence of the Force Majeure Event.

43.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Call Off Contract.

43.8 Relief from liability for the Affected Party under Clause 43 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Call Off Contract and shall not be dependent on the serving of notice under Clause 43.7.

K. TERMINATION AND EXIT MANAGEMENT

44. CUSTOMER TERMINATION RIGHTS

44.1 Termination in Relation to Call Off Guarantee

44.1.1 Where this Call Off Contract is conditional upon the Supplier procuring a Call Off Guarantee pursuant to Clause 4 (Call Off Guarantee), the Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier where:

- (a) the Call Off Guarantor withdraws the Call Off Guarantee for any reason whatsoever;
- (b) the Call Off Guarantor is in breach or anticipatory breach of the Call Off Guarantee;
- (c) an Insolvency Event occurs in respect of the Call Off Guarantor; or
- (d) the Call Off Guarantee becomes invalid or unenforceable for any reason whatsoever, and in each case the Call Off Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Customer; or
- (e) the Supplier fails to provide the documentation required by Clause 4.1 by the date so specified by the Customer.

44.2 Termination on Material Default

44.2.1 The Customer may terminate this Call Off Contract for material Default by issuing a Termination Notice to the Supplier where:

- (a) the Supplier commits a Critical Service Level Failure;

- (b) the representation and warranty given by the Supplier pursuant to Clause 3.2.5 (Representations and Warranties) is materially untrue or misleading, and the Supplier fails to provide details of proposed mitigating factors which in the reasonable opinion of the Customer are acceptable;
- (c) as a result of any Defaults, the Customer incurs Losses in any Call Off Contract Year which exceed 80% (unless stated differently in the Call Off Order Form) of the value of the Supplier's aggregate annual liability limit for that Call Off Contract Year as set out in Clauses 39.2.1(a) and 39.2.1(b) (Liability);
- (d) the Customer expressly reserves the right to terminate this Call Off Contract for material Default, including pursuant to any of the following Clauses: 6.2.3 (Implementation Plan), 8.4.2 (Goods and/or Services), 9.4.2 and 9.6.1 (Goods), 11.3 (Installation Works), 15.1 (Critical Service Level Failure), 17.4 (Disruption), 22.5 (Records, Audit Access and Open Book Data), 25.3 (Promoting Tax Compliance), 37.4.9 (Confidentiality), 53.6.2 (Prevention of Fraud and Bribery), paragraph 1.2.4 of the Annex to Part A and paragraph 1.2.4 of the Annex to Part B of Call Off Schedule 10 (Staff Transfer);
- (e) the Supplier commits any material Default of this Call Off Contract which is not, in the reasonable opinion of the Customer, capable of remedy; or
- (f) the Supplier commits a Default, including a material Default, which in the opinion of the Customer is remediable but has not remedied such Default to the satisfaction of the Customer in accordance with the Rectification Plan Process.

44.2.2 For the purpose of Clause 44.2.1, a material Default may be a single material Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied) which taken together constitute a material Default.

44.3 Termination in Relation to Financial Standing

44.3.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier where in the reasonable opinion of the Customer there is a material detrimental change in the financial standing and/or the credit rating of the Supplier which:

- (a) adversely impacts on the Supplier's ability to supply the Goods and/or Services under this Call Off Contract; or
- (b) could reasonably be expected to have an adverse impact on the Suppliers ability to supply the Goods and/or Services under this Call Off Contract.

44.4 Termination on Insolvency

44.4.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier where an Insolvency Event affecting the Supplier occurs.

44.5 Termination on Change of Control

44.5.1 The Supplier shall notify the Customer immediately in writing and as soon as the Supplier is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control and provided such notification does not contravene any Law.

44.5.2 The Supplier shall ensure that any notification made pursuant to Clause 44.5.1 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.

44.5.3 The Customer may terminate this Call Off Contract under Clause 44.5 by issuing a Termination Notice to the Supplier within six (6) Months of:

- (a) being notified in writing that a Change of Control is anticipated or in contemplation or has occurred; or
 - (b) where no notification has been made, the date that the Customer becomes aware that a Change of Control is anticipated or is in contemplation or has occurred,
- but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.

44.6 Termination for breach of Regulations

44.6.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier on the occurrence of any of the statutory provisos contained in Regulation 73 (1) (a) to (c).

44.7 Termination Without Cause

44.7.1 The Customer shall have the right to terminate this Call Off Contract at any time by issuing a Termination Notice to the Supplier giving at least thirty (30) Working Days written notice (unless stated differently in the Call Off Order Form).

44.8 Termination in Relation to Framework Agreement

44.8.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier if the Framework Agreement is terminated for any reason whatsoever.

44.9 Termination In Relation to Benchmarking

44.9.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in paragraphs 1 and 2 of Framework Schedule 12 (Continuous Improvement and Benchmarking).

44.10 Termination in Relation to Change

44.10.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier for failure of the Parties to agree or the Supplier to implement a Change in accordance with the Change Control Procedure.

45. SUPPLIER TERMINATION RIGHTS

45.1 Termination for Failure to Pay

45.1.1 The Supplier may, by issuing a Termination Notice to the Customer, terminate this Call Off Contract if the Customer fails to pay an undisputed sum due to the Supplier under this Call Off Contract which in aggregate exceeds an amount equal to one (1) Month's average Call Off Contract Charges (unless a different amount has been specified in the Call Off Order Form), for the purposes of this Clause 45.1.1 (the "**Undisputed Sums Limit**"), and the said undisputed sum due remains outstanding for ninety (90) Working Days (the "**Undisputed Sums Time Period**") after the receipt by the Customer of a written notice of non-payment from the Supplier specifying:

- (a) the Customer's failure to pay;
- (b) the correct overdue and undisputed sum;
- (c) the reasons why the undisputed sum is due; and
- (d) the requirement on the Customer to remedy the failure to pay; and

this Call Off Contract shall then terminate on the date specified in the Termination Notice (which shall not be less than twenty (20) Working Days from the date of the issue of the Termination Notice), save that such right of termination shall not apply where the failure to

pay is due to the Customer exercising its rights under this Call Off Contract including Clause 24.3 (Retention and Set off).

- 45.1.2 The Supplier shall not suspend the supply of the Goods and/or Services for failure of the Customer to pay undisputed sums of money (whether in whole or in part).

46. TERMINATION BY EITHER PARTY

46.1 Termination for continuing Force Majeure Event

- 46.1.1 Either Party may, by issuing a Termination Notice to the other Party, terminate this Call Off Contract in accordance with Clause 43.6.1(a) (Force Majeure).

47. PARTIAL TERMINATION, SUSPENSION AND PARTIAL SUSPENSION

- 47.1 Where the Customer has the right to terminate this Call Off Contract, the Customer shall be entitled to terminate or suspend all or part of this Call Off Contract provided always that, if the Customer elects to terminate or suspend this Call Off Contract in part, the parts of this Call Off Contract not terminated or suspended can, in the Customer's reasonable opinion, operate effectively to deliver the intended purpose of the surviving parts of this Call Off Contract.

- 47.2 Any suspension of this Call Off Contract under Clause 47.1 shall be for such period as the Customer may specify and without prejudice to any right of termination which has already accrued, or subsequently accrues, to the Customer.

- 47.3 The Parties shall seek to agree the effect of any Change necessitated by a partial termination, suspension or partial suspension in accordance with the Change Control Procedure, including the effect that the partial termination, suspension or partial suspension may have on the provision of any other Goods and/or Services and the Call Off Contract Charges, provided that the Supplier shall not be entitled to:

- 47.3.1 an increase in the Call Off Contract Charges in respect of the provision of the Goods and/or Services that have not been terminated if the partial termination arises due to the exercise of any of the Customer's termination rights under Clause 44 (Customer Termination Rights) except Clause 44.7 (Termination Without Cause); and

- 47.3.2 reject the Change.

48. CONSEQUENCES OF EXPIRY OR TERMINATION

- 48.1 **Consequences of termination under Clauses 44.1 (Termination in Relation to Guarantee), 44.2 (Termination on Material Default), 44.3 (Termination in Relation to Financial Standing), 44.8 (Termination in Relation to Framework Agreement), 44.9 (Termination in Relation to Benchmarking) and 44.10 (Termination in Relation to Change)**

- 48.1.1 Where the Customer:

- (a) terminates (in whole or in part) this Call Off Contract under any of the Clauses referred to in Clause 48.1; and

- (b) then makes other arrangements for the supply of the Goods and/or Services,

the Customer may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Customer throughout the remainder of the Call Off Contract Period provided that the Customer shall take all reasonable steps to mitigate such additional expenditure. No further payments shall be payable by the Customer to the Supplier until the Customer has established the final cost of making those other arrangements.

48.2 Consequences of termination under Clauses 44.7 (Termination without Cause) and 45.1 (Termination for Failure to Pay)

48.2.1 Where the Customer terminates (in whole or in part) this Call Off Contract under Clause 44.7 (Termination without Cause); or where the Supplier terminates this Call Off Contract pursuant to Clause 45.1 (Termination for Failure to Pay) the Customer shall:

- (a) in respect of the Goods and/or the Catalogue Service the Customer shall pay to the Supplier upon termination all undisputed arrears of Charges relating to such Goods and/or Catalogue Services; and
- (b) in respect of the Services (other than Catalogue Services) the Customer shall pay to the Supplier upon termination, Breakage Costs calculated in accordance with Schedule 16 (Payments upon Termination).

48.2.2 The Customer shall not be liable under Clause 48.2.1 to pay any sum which:

- (a) was claimable under insurance held by the Supplier, and the Supplier has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy; or
- (b) when added to any sums paid or due to the Supplier under this Call Off Contract, exceeds the total sum that would have been payable to the Supplier if this Call Off Contract had not been terminated.

48.2.3 The Supplier shall be expected to provide flexibility in the management of Contracting Authorities' fleet and shall not charge a settlement fee to Contracting Authorities where the Goods are redundant due to re-organisation, merger or closure and all reasonable efforts have been made to re-site the Goods within Contracting Authorities organisation.

48.3 Consequences of termination under Clause 46.1 (Termination for Continuing Force Majeure Event)

48.3.1 The costs of termination incurred by the Parties shall lie where they fall if either Party terminates or partially terminates this Call Off Contract for a continuing Force Majeure Event pursuant to Clause 46.1 (Termination for Continuing Force Majeure Event).

48.4 Consequences of Termination for Any Reason

48.4.1 Save as otherwise expressly provided in this Call Off Contract:

- (a) termination or expiry of this Call Off Contract shall be without prejudice to any rights, remedies or obligations accrued under this Call Off Contract prior to termination or expiration and nothing in this Call Off Contract shall prejudice the right of either Party to recover any amount outstanding at the time of such termination or expiry; and
- (b) termination of this Call Off Contract shall not affect the continuing rights, remedies or obligations of the Customer or the Supplier under Clauses 22 (Records, Audit Access & Open Book Data), 36 (Intellectual Property Rights), 37.4 (Confidentiality), 37.6 (Freedom of Information) 37.7 (Protection of Personal Data), 39 (Liability), 48 (Consequences of Expiry or Termination), 54 (Severance), 56 (Entire Agreement), 57 (Third Party Rights) 59 (Dispute Resolution) and 60 (Governing Law and Jurisdiction), and the provisions of Call Off Schedule 1 (Definitions), Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing), Call Off Schedule 9 (Exit Management), Call Off Schedule 10 (Staff Transfer), Call Off Schedule 11 (Dispute Resolution Procedure) and, without limitation to the foregoing, any other provision of this Call Off Contract which expressly or by implication is to be performed or observed notwithstanding termination or expiry shall survive the Call Off Expiry Date.

48.5 Exit management

48.5.1 The Parties shall comply with the exit management provisions set out in Call Off Schedule 9 (Exit Management).

L. MISCELLANEOUS AND GOVERNING LAW

49. COMPLIANCE

49.1 Health and Safety

49.1.1 The Supplier shall perform its obligations under this Call Off Contract (including those in relation to the Goods and/or Services) in accordance with:

- (a) all applicable Law regarding health and safety;
- (b) the Customer's health and safety policy (as provided to the Supplier from time to time) whilst at the Customer Premises; and
- (c) any MOJ Policy relating to health and safety at the Customer Premises.

49.1.2 Each Party shall promptly notify the other of as soon as possible of any health and safety incidents or material health and safety hazards at the Customer Premises of which it becomes aware and which relate to or arise in connection with the performance of this Call Off Contract.

49.1.3 While on the Customer Premises, the Supplier shall comply with any health and safety measures implemented by the Customer in respect of Supplier Personnel and other persons working there and any instructions from the Customer on any necessary associated safety measures.

49.2 Equality and Diversity

49.2.1 The Supplier shall:

- (a) perform its obligations under this Call Off Contract (including those in relation to provision of the Goods and/or Services) in accordance with:
 - (i) all applicable equality Law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and
 - (ii) any other requirements and instructions which the Customer reasonably imposes in connection with any equality obligations imposed on the Customer at any time under applicable equality Law; and
- (b) take all necessary steps, and inform the Customer of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

49.3 Official Secrets Act and Finance Act

49.3.1 The Supplier shall comply with the provisions of:

- (a) the Official Secrets Acts 1911 to 1989; and
- (b) section 182 of the Finance Act 1989.

49.4 Environmental Requirements

49.4.1 The Supplier shall, when working on the Sites, perform its obligations under this Call Off Contract in accordance with the Environmental Policy of the Customer.

- 49.4.2 The Customer shall provide a copy of its written Environmental Policy (if any) to the Supplier upon the Supplier's written request.
- 49.4.3 The Supplier shall when removing and decommissioning any Supplier Equipment comply with any Environmental Policy of the Customer, and any applicable Laws, including without limitation the Waste Electrical and Electronic Equipment (WEEE) Regulations 2013.

50. ASSIGNMENT AND NOVATION

- 50.1 The Supplier shall not assign, novate, Sub-Contract or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Call Off Contract or any part of it without Approval.
- 50.2 The Customer may assign, novate or otherwise dispose of any or all of its rights, liabilities and obligations under this Call Off Contract or any part thereof to:
- 50.2.1 any other Contracting Authority;
- 50.2.2 any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Customer; or
- 50.2.3 any private sector body which substantially performs the functions of the Customer,
and the Supplier shall, at the Customer's request, enter into a novation agreement in such form as the Customer shall reasonably specify in order to enable the Customer to exercise its rights pursuant to this Clause 50.2.
- 50.3 A change in the legal status of the Customer shall not, subject to Clause 50.4 affect the validity of this Call Off Contract and this Call Off Contract shall be binding on any successor body to the Customer.
- 50.4 If the Customer assigns, novates or otherwise disposes of any of its rights, obligations or liabilities under this Call Off Contract to a private sector body in accordance with Clause 50.2.3 (the "Transferee" in the rest of this Clause 50.4) the right of termination of the Customer in Clause 44.4 (Termination on Insolvency) shall be available to the Supplier in the event of insolvency of the Transferee (as if the references to Supplier in Clause 44.4 (Termination on Insolvency) and to Supplier or Framework Guarantor or Call Off Guarantor in the definition of Insolvency Event were references to the Transferee).

51. WAIVER AND CUMULATIVE REMEDIES

- 51.1 The rights and remedies under this Call Off Contract may be waived only by notice in accordance with Clause 58 (Notices) and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Call Off Contract or by Law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that right or remedy.
- 51.2 Unless otherwise provided in this Call Off Contract, rights and remedies under this Call Off Contract are cumulative and do not exclude any rights or remedies provided by Law, in equity or otherwise.

52. RELATIONSHIP OF THE PARTIES

- 52.1 Except as expressly provided otherwise in this Call Off Contract, nothing in this Call Off Contract, nor any actions taken by the Parties pursuant to this Call Off Contract, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

53. PREVENTION OF FRAUD AND BRIBERY

- 53.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, have at any time prior to the Call Off Commencement Date:
- 53.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; or
 - 53.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 53.2 The Supplier shall not during the Call Off Contract Period:
- 53.2.1 commit a Prohibited Act; or
 - 53.2.2 do or suffer anything to be done which would cause the Customer or any of the Customer's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 53.3 The Supplier shall during the Call Off Contract Period:
- 53.3.1 establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
 - 53.3.2 keep appropriate records of its compliance with its obligations under Clause 53.3.1 and make such records available to the Customer on request;
 - 53.3.3 if so required by the Customer, within twenty (20) Working Days of the Call Off Commencement Date, and annually thereafter, certify to the Customer in writing that the Supplier and all persons associated with it or its Sub-Contractors or other persons who are supplying the Goods and/or Services in connection with this Call Off Contract are compliant with the Relevant Requirements. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request; and
 - 53.3.4 have, maintain and where appropriate enforce an anti-bribery policy (which shall be disclosed to the Customer on request) to prevent it and any Supplier Personnel or any person acting on the Supplier's behalf from committing a Prohibited Act.
- 53.4 The Supplier shall immediately notify the Customer in writing if it becomes aware of any breach of Clause 53.1, or has reason to believe that it has or any of the Supplier Personnel have:
- 53.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - 53.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
 - 53.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Call Off Contract or otherwise suspects that any person or Party directly or indirectly connected with this Call Off Contract has committed or attempted to commit a Prohibited Act.
- 53.5 If the Supplier makes a notification to the Customer pursuant to Clause 53.4, the Supplier shall respond promptly to the Customer's enquiries, co-operate with any investigation, and allow the Customer to audit any books, records and/or any other relevant documentation in accordance with Clause 22 (Records, Audit Access and Open Book Data).

- 53.6 If the Supplier breaches Clause 53.3, the Customer may by notice:
- 53.6.1 require the Supplier to remove from performance of this Call Off Contract any Supplier Personnel whose acts or omissions have caused the Supplier's breach; or
 - 53.6.2 immediately terminate this Call Off Contract for material Default.
- 53.7 Any notice served by the Customer under Clause 53.4 shall specify the nature of the Prohibited Act, the identity of the Party who the Customer believes has committed the Prohibited Act and the action that the Customer has elected to take (including, where relevant, the date on which this Call Off Contract shall terminate).

54. SEVERANCE

- 54.1 If any provision of this Call Off Contract (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Call Off Contract are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Call Off Contract shall not be affected.
- 54.2 In the event that any deemed deletion under Clause 54.1 is so fundamental as to prevent the accomplishment of the purpose of this Call Off Contract or materially alters the balance of risks and rewards in this Call Off Contract, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Call Off Contract so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Call Off Contract and, to the extent that is reasonably practicable, achieves the Parties' original commercial intention.
- 54.3 If the Parties are unable to resolve the Dispute arising under Clause 54 within twenty (20) Working Days of the date of the notice given pursuant to Clause 54.2, this Call Off Contract shall automatically terminate with immediate effect. The costs of termination incurred by the Parties shall lie where they fall if this Call Off Contract is terminated pursuant to Clause 54.

55. FURTHER ASSURANCES

- 55.1 Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be necessary to give effect to the meaning of this Call Off Contract.

56. ENTIRE AGREEMENT

- 56.1 This Call Off Contract and the documents referred to in it constitute the entire agreement between the Parties in respect of the matter and supersede and extinguish all prior negotiations, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.
- 56.2 Neither Party has been given, nor entered into this Call Off Contract in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Call Off Contract.
- 56.3 Nothing in Clause 56 shall exclude any liability in respect of misrepresentations made fraudulently.

57. THIRD PARTY RIGHTS

- 57.1 The provisions of paragraphs 2.1 and 2.6 of Part A, paragraphs 2.1, 2.6, 3.1 and 3.3 of Part B, paragraphs 2.1 and 2.3 of Part C, and paragraphs 1.4, 2.3 and 2.8 of Part D of Call Off Schedule 10 (Staff Transfer) and the provisions of paragraph 10.9 of Call Off Schedule 9 (Exit Management) (together "**Third Party Provisions**") confer benefits on persons named in such provisions other than

the Parties (each such person a “**Third Party Beneficiary**”) and are intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

- 57.2 Subject to Clause 57.1, a person who is not a Party to this Call Off Contract has no right under the CRTPA to enforce any term of this Call Off Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 57.3 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Customer, which may, if given, be given on and subject to such terms as the Customer may determine.
- 57.4 Any amendments or modifications to this Call Off Contract may be made, and any rights created under Clause 57.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

58. NOTICES

- 58.1 Except as otherwise expressly provided within this Call Off Contract, any notices sent under this Call Off Contract must be in writing. For the purpose of Clause 58, an e-mail is accepted as being "in writing".
- 58.2 Subject to Clause 58.3, the following table sets out the method by which notices may be served under this Call Off Contract and the respective deemed time and proof of service:

Manner of delivery	Deemed time of delivery	Proof of Service
Email (Subject to Clauses 58.3 and 58.4)	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day	Properly addressed and delivered as evidenced by signature of a delivery receipt
Royal Mail Signed For™ 1 st Class or other prepaid, next Working Day service providing proof of delivery	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm)	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt

- 58.3 The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or Royal Mail Signed For™ 1st Class or other prepaid in the manner set out in the table in Clause 58.2:
- 58.3.1 any Termination Notice (Clause 44 (Customer Termination Rights));
- 58.3.2 any notice in respect of:
- (a) partial termination, suspension or partial suspension (Clause 47 (Partial Termination, Suspension and Partial Suspension));
 - (b) waiver (Clause 51 (Waiver and Cumulative Remedies));
 - (c) Default or Customer Cause; and
- 58.3.3 any Dispute Notice.
- 58.4 Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 58.3 shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For™ 1st Class delivery (as set out in the table in Clause 58.2) or, if earlier, the time of response or acknowledgement by the other Party to the email attaching the notice.
- 58.5 Clause 58 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under the Dispute Resolution Procedure).
- 58.6 For the purposes of Clause 58, the address and email address of each Party shall be as specified in the Call Off Order Form.

59. DISPUTE RESOLUTION

- 59.1 The Parties shall resolve Disputes arising out of or in connection with this Call Off Contract in accordance with the Dispute Resolution Procedure.
- 59.2 The Supplier shall continue to provide the Goods and/or Services in accordance with the terms of this Call Off Contract until a Dispute has been resolved.

60. GOVERNING LAW AND JURISDICTION

- 60.1 This Call Off Contract and any issues, Disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 60.2 Subject to Clause 59 (Dispute Resolution) and Call Off Schedule 11 (Dispute Resolution Procedure) (including the Customer's right to refer the Dispute to arbitration), the Parties agree that the courts of England and Wales (unless stated differently in the Call Off Order Form) shall have exclusive jurisdiction to settle any Dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Call Off Contract or its subject matter or formation.

CALL OFF SCHEDULE 1: DEFINITIONS

1. In accordance with Clause 1 (Definitions and Interpretation) of this Call Off Contract including its recitals the following expressions shall have the following meanings:

"Achieve"	means in respect of a Test, to successfully pass such Test without any Test Issues in accordance with the Test Strategy Plan 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;
"Acquired Rights Directive"	means the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;
"Additional Clauses"	means the additional Clauses in Call Off Schedule 14 (Alternative and/or Additional Clauses) and any other additional Clauses set out in the Call Off Order Form or elsewhere in this Call Off Contract;
"Affected Party"	means the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Alternative Clauses"	means the alternative Clauses in Call Off Schedule 14 (Alternative and/or Additional Clauses) and any other alternative Clauses set out in the Call Off Order Form or elsewhere in this Call Off Contract;
"Approval"	means the prior written consent of the Customer and "Approve" and "Approved" shall be construed accordingly;
"Approved Sub-Licensee"	means any of the following: <ul style="list-style-type: none">a) a Central Government Body;b) any third party providing goods and/or services to a Central Government Body; and/orc) any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Customer;
"Auditor"	means: <ul style="list-style-type: none">a) the Customer's internal and external auditors;b) the Customer's statutory or regulatory auditors;c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;d) HM Treasury or the Cabinet Office;

	<ul style="list-style-type: none"> e) the Information Commissioner's Office; f) any party formally appointed by the Customer to carry out audit or similar review functions; and g) successors or assigns of any of the above;
"Authority"	has the meaning given to it in Framework Schedule 1 (Definitions);
"BACS"	means the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"IT SCDR Goods and/or Services"	means the IT Service Continuity Goods and/or Services and Disaster Recovery Goods and/or Services;
"IT SCDR Plan"	means the plan prepared pursuant to paragraph 2 of Call Off Schedule 8 (IT Service Continuity and Disaster Recovery), as may be amended from time to time;
"Breakage Costs"	<p>any costs (such as costs payable for early termination of contracts entered into by the Supplier prior to receipt of a Termination Notice) incurred by the Supplier directly as a result of the termination of this Call Off Contract, which:</p> <ul style="list-style-type: none"> (a) are incurred by the Supplier exclusively for the Customer and not for any other customer of the Supplier; (b) would not have been incurred had this Call Off Contract continued until its natural expiry; (c) relate directly to the termination of the Services; (d) are unavoidable, proven, reasonable and not capable of recovery; (e) are incurred under arrangements or agreements that are consistent with the terms of this Call Off Contract and on reasonable commercial terms; and (f) do not relate to contracts or subcontracts with Affiliates of the Supplier;
"Bulk Print Services"	means those bulk print services set out in Annex 1 to Call Off Schedule 2 (Statement of Requirements);
"Call Off Commencement Date"	means the date of commencement of this Call Off Contract set out in the Call Off Order Form;
"Call Off Contract"	means this Call Off contract between the Customer and the Supplier (entered into pursuant to the provisions of the Framework Agreement), which consists of the terms set out in the Call Off Order Form and the Call Off Terms;
"Call Off Contract Charges"	means the prices (inclusive of any Milestone Payments and exclusive of any applicable VAT), payable to the Supplier by the Customer under this Call Off Contract, as set out in Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing), for the full and proper performance by the Supplier of its obligations under this Call Off Contract less any

	Deductions;
"Call Off Contract Period"	means the term of this Call Off Contract from the Call Off Commencement Date until the Call Off Expiry Date;
"Call Off Contract Year"	means a consecutive period of twelve (12) Months commencing on the Call Off Commencement Date or each anniversary thereof;
"Call Off Expiry Date"	means: <ul style="list-style-type: none"> a) the end date of the Call Off Initial Period or any Call Off Extension Period; or b) if this Call Off Contract is terminated before the date specified in (a) above, the earlier date of termination of this Call Off Contract;
"Call Off Extension Period"	means the First Call Off Extension Period or the Second Call Off Extension Period;
"Call Off Guarantee"	means a deed of guarantee that may be required under this Call Off Contract in favour of the Customer in the form set out in Framework Schedule 13 (Guarantee) granted pursuant to Clause 4 (Call Off Guarantee);
"Call Off Guarantor"	means the person, in the event that a Call Off Guarantee is required under this Call Off Contract, acceptable to the Customer to give a Call Off Guarantee;
"Call Off Initial Period"	means the initial term of this Call Off Contract from the Call Off Commencement Date to the end date of the initial term stated in the Call Off Order Form;
"Call Off KPIs"	means the key performance indicators applicable to the Call Off Contract as further described in Annex 1 to Call Off Schedule 6 (Service Levels, Call Off KPIs and Service Credits);
"Call Off KPI Performance Criteria"	means the Service Levels identified in Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Call Off KPIs and Service Credits);
"Call Off KPI Failure"	means a failure to meet the Call Off KPI Target in respect of a Call Off KPI Performance Criteria;
"Call Off KPI Target"	shall be as set out against the relevant Call Off KPI Performance Criteria in Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Call Off KPIs and Service Credits);
"Call Off KPI Threshold"	shall be as set out against the relevant Call Off KPI Performance Criteria in Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Call Off KPIs and Service Credits);
"Call Off Order Form"	means the order form applicable to and set out in Part 1 of this Call Off Contract;
"Call Off Procedure"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Call Off Schedule"	means a schedule to this Call Off Contract;
"Call Off Tender"	means the tender submitted by the Supplier in response to

	the Customer's Statement of Requirements following a Further Competition Procedure and set out at Call Off Schedule 15 (Call Off Tender);
"Call Off Terms"	means the terms applicable to and set out in Part 2 of this Call Off Contract;
"Catalogue"	means the catalogue of Goods and Services available for purchase by the Customer as agreed between the parties and made available on the Service Now Portal, and the price of such Goods and Services as detailed in the Financial Model set out at Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing);
"Catalogue Order"	means the Customer's order for Catalogue Services from the Supplier, which shall be submitted to the Supplier via the Service Now Portal unless otherwise agreed by the parties in writing;
"Catalogue Services"	means the maintenance of the Catalogue and provision of Services listed in the Catalogue upon the issue of a Catalogue Order;
"Central Government Body"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Change"	means any change to this Call Off Contract;
"Change Control Procedure"	means the procedure set out in Clause 23 (Change Control Procedure);
"Change in Law"	means any change in Law which impacts on the supply of the Goods and/or Services and performance of the Call Off Contract which comes into force after the Call Off Commencement Date;
"Change of Control"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Charges"	means the charges raised under or in connection with this Call Off Contract from time to time, which shall be calculated in a manner that is consistent with the Charging Structure;
"Charging Structure"	means the structure to be used in the establishment of the charging model which is applicable to the Call Off Contract, which is set out in Framework Schedule 3 (Framework Prices and Charging Structure);
"Commercially Sensitive Information"	means the Confidential Information listed in the Call Off Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Customer that, if disclosed by the Customer, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	means the supply of Goods and/or Services to another customer of the Supplier that are the same or similar to the Goods and/or Services;
"Compensation for"	has the meaning given to it in Clause 15.2.2 (Critical Service

Critical Service Level Failure"	Level Failure);
"Confidential Information"	means the Customer's Confidential Information and/or the Supplier's Confidential Information, as the context specifies;
"Continuous Improvement Plan"	means a plan for improving the provision of the Goods and/or Services and/or reducing the Charges produced by the Supplier pursuant to Framework Schedule 12 (Continuous Improvement and Benchmarking);
"Contracting Authority"	means the Authority, the Customer and any other bodies listed in the OJEU Notice;
"Control"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Conviction"	means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order), or being placed on a list kept pursuant to section 1 of the Protection of Children Act 1999 or being placed on a list kept pursuant to the Safeguarding Vulnerable Groups Act 2006;
"Costs"	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Goods and/or Services:</p> <ul style="list-style-type: none"> a) the cost to the Supplier or the Key Sub-Contractor (as the context requires), calculated per Man Day, of engaging the Supplier Personnel, including: <ul style="list-style-type: none"> i) base salary paid to the Supplier Personnel; ii) employer's national insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Goods and/or Services (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Customer; b) costs incurred in respect of those Supplier Assets which are detailed on the Registers and 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 Supplier Assets by the Supplier to the Customer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;

- c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Goods and/or Services;
- d) Reimbursable Expenses to the extent these have been specified as allowable in the Call Off Order Form and are incurred in delivering any Goods and/or Services where the Call Off Contract Charges for those Goods and/or Services are to be calculated on a Fixed Price or Firm Price pricing mechanism (as set out in Framework Schedule 3 (Framework Prices and Charging Structure));

but excluding:

- a) Overhead;
- b) financing or similar costs;
- c) maintenance and support costs to the extent that these relate to maintenance and/or support Goods and/or Services provided beyond the Call Off Contract Period whether in relation to Supplier Assets or otherwise;
- d) taxation;
- e) fines and penalties;
- f) amounts payable under Clause 26 (Benchmarking); and
- g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);

"COTS Licence Terms"	means the terms that shall apply to all elements of COTS Software;
"COTS Software"	means software identified as such in the Call Off Order Form;
"Critical Failure Threshold"	shall where applicable be set out in Call-Off Schedule 2;
"Critical Service Level Failure"	means a failure identified as a Critical Service Level Failure in Schedule 6 (Service Levels, Call Off KPIs and Service Credits);
"Crown"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Crown Body"	has the meaning given to it in Framework Schedule 1 (Definitions);
"CRTPA"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Customer"	means the customer(s) identified in the Call Off Order Form;

"Customer Assets"	means the Customer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Customer and which is or may be used in connection with the provision of the Goods and/or Services;
"Customer Background IPR"	means: <ul style="list-style-type: none"> a) IPRs owned by the Customer before the Call Off Commencement Date, including IPRs contained in any of the Customer's Know-How, documentation, software, processes and procedures; b) IPRs created by the Customer independently of this Call Off Contract; and/or c) Crown Copyright which is not available to the Supplier otherwise than under this Call Off Contract; d) but excluding IPRs owned by the Customer subsisting in the Customer Software;
"Customer Cause"	means a material breach by the Customer of any of the Customer Responsibilities, except to the extent that such breach is: <ul style="list-style-type: none"> (a) the result of any act or omission by the Customer to which the Supplier has given its prior consent; or (b) caused by the Supplier, any Sub-Contractor or any Supplier Personnel;
"Customer Data"	means: <ul style="list-style-type: none"> a) 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 Customer's Confidential Information, and which: <ul style="list-style-type: none"> i) are supplied to the Supplier by or on behalf of the Customer; or ii) the Supplier is required to generate, process, store or transmit pursuant to this Call Off Contract; or b) any Personal Data for which the Customer is the Data Controller;
"Customer Premises"	means premises owned, controlled or occupied by the Customer which are made available for use by the Supplier or its Sub-Contractors for the provision of the Goods and/or Services (or any of them);
"Customer Property"	means the property, other than real property and IPR, including the Customer System, any equipment issued or made available to the Supplier by the Customer in connection with this Call Off Contract;
"Customer Representative"	means the representative appointed by the Customer from time to time in relation to this Call Off Contract;

"Customer Responsibilities"	means the responsibilities of the Customer set out in Clause 10 (Customer Responsibilities);
"Customer Software"	means any software identified as such in the Call Off Order Form together with all other software which is not identified as such in the Call Off Order Form but which is owned by or licensed to the Customer and which is or will be used by the Supplier for the purposes of providing the Goods and/or Services;
"Customer System"	means the Customer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Customer or the Supplier in connection with this Call Off Contract which is owned by or licensed to the Customer by a third party and which interfaces with the Supplier System or which is necessary for the Customer to receive the Goods and/or Services;
"Customer's Confidential Information"	means: <ul style="list-style-type: none"> 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 Customer (including all Customer Background IPR and Project Specific IPR); 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 Customer's attention or into the Customer's possession in connection with this Call Off Contract; and c) information derived from any of the above;
"Data Controller"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Data Processor"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Data Protection Legislation"	means the General Data Protection Regulation (EU) 2016/679, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any replacement legislation coming into effect from time to time and any other applicable laws relating to the processing of Personal Data;
"Data Subject"	means the General Data Protection Regulation (EU) 2016/679, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any replacement legislation coming into effect from time to time and any other applicable laws relating to the processing of Personal Data;
"Data Subject Access Request"	means a request made by a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access his or her Personal Data;

"Deductions"	means all Service Credits, Delay Payments or any other deduction which the Customer is paid or is payable under this Call Off Contract;
"Default"	means any breach of the obligations of the Supplier (including but not limited to including abandonment of this Call Off Contract in breach of its terms) or any other default (including material Default), act, omission, negligence or statement of the Supplier, of its Sub-Contractors or any Supplier Personnel howsoever arising in connection with or in relation to the subject-matter of this Call Off Contract and in respect of which the Supplier is liable to the Customer;
"Defect"	means any of the following: <ul style="list-style-type: none"> a) any error, damage or defect in the manufacturing of a Deliverable; b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Customer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Customer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract;
"Delay"	means: <ul style="list-style-type: none"> a) a delay in the Achievement of a Milestone by its Milestone Date; or b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
"Delay Payments"	means the amounts payable by the Supplier to the Customer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Delay Period Limit"	shall be the number of days specified in Call Off Schedule 4 (Implementation Plan) for the purposes of Clause 6.4.1(b)(ii);
"Deliverable"	means an item or feature in the supply of the Goods and/or Services delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan (if any) or at any other stage during the performance of this Call

	Off Contract;
"Delivery"	means delivery in accordance with the terms of this Call Off Contract as confirmed by the issue by the Customer of a Satisfaction Certificate in respect of the relevant Milestone thereof (if any) or otherwise in accordance with this Call Off Contract and accepted by the Customer and "Deliver" and "Delivered" shall be construed accordingly;
"Dependencies Register"	means the supplementary document to this Call Off Contract which details the Dependencies;
"Dependency"	means one or more of the dependencies required for the proper provision of the Goods and/or Services which are listed in the Dependencies Register;
"Disaster"	means the occurrence of one or more events which, either separately or cumulatively, mean that the Goods and/or Services, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Call Off Order Form (for the purposes of this definition the "Disaster Period");
"Disaster Recovery Goods and/or Services"	means the Goods and/or Services embodied in the processes and procedures for restoring the provision of Goods and/or Services following the occurrence of a Disaster, as detailed further in Call Off Schedule 8 (IT Service Continuity and Disaster Recovery);
"Disclosing Party"	has the meaning given to it in Clause 37.4.1 (Confidentiality);
"Dispute"	means any dispute, difference or question of interpretation arising out of or in connection with this Call Off Contract, including any dispute, difference or question of interpretation relating to the Goods and/or Services, failure to agree in accordance with the Change Control Procedure or any matter where this Call Off Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
"Dispute Notice"	means a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
"Dispute Resolution Procedure"	means the dispute resolution procedure set out in Call Off Schedule 11 (Dispute Resolution Procedure);
"Documentation"	means all documentation as: <ul style="list-style-type: none"> a) is required to be supplied by the Supplier to the Customer under this Call Off Contract; b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Customer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Goods and/or Services; c) is required by the Supplier in order to provide the Goods and/or Services; and/or

	d) has been or shall be generated for the purpose of providing the Goods and/or Services;
"DOTAS"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Due Diligence Information"	means any information supplied to the Supplier by or on behalf of the Customer prior to the Call Off Commencement Date;
"Emergency Maintenance"	means ad hoc and unplanned maintenance provided by the Supplier where: <ul style="list-style-type: none"> a) the Customer reasonably suspects that the Maintained Interfaces or the Services, or any part of the Maintained Interfaces or the Services, has or may have developed a fault, and notifies the Supplier of the same; or b) the Supplier reasonably suspects that the Maintained Interfaces or the Services, or any part the Maintained Interfaces or the Services, has or may have developed a fault;
"Employee Liabilities"	means all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following: <ul style="list-style-type: none"> a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; b) unfair, wrongful or constructive dismissal compensation; c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay; d) compensation for less favourable treatment of part-time workers or fixed term employees; e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Customer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-Contractor if such payment should have been made prior to the Service Transfer Date; f) claims whether in tort, contract or statute or otherwise; g) any investigation by the Equality and Human Rights

	Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
"Employment Regulations"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the Acquired Rights Directive;
"Environmental Policy"	means 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 Customer;
"Environmental Information Regulations or EIRs"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Estimated Year 1 Call Off Contract Charges"	means the sum in pounds estimated by the Customer to be payable by it to the Supplier as the total aggregate Call Off Contract Charges from the Call Off Commencement Date until the end of the first Call Off Contract Year stipulated in the Call Off Order Form;
"Euro Compliant"	<p>means that: (i) the introduction of the euro within any part(s) of the UK shall not affect the performance or functionality of any relevant items nor cause such items to malfunction, end abruptly, provide invalid results or adversely affect the Customer's business; (ii) all currency-reliant and currency-related functions (including all calculations concerning financial data) of any relevant items enable the introduction and operation of the euro; and (iii) in particular each and every relevant item shall, to the extent it performs or relies upon currency-related functions (including all calculations concerning financial data):</p> <ol style="list-style-type: none"> be able to perform all such functions in any number of currencies and/or in Euros; during any transition phase applicable to the relevant part(s) of the UK, be able to deal with multiple currencies and, in relation to the euro and the national currency of the relevant part(s) of the UK, dual denominations; recognise accept, display and print all the euro currency symbols and alphanumeric codes which may be adopted by any government and other European Union body in relation to the euro; incorporate protocols for dealing with rounding and currency conversion; recognise data irrespective of the currency in which it is expressed (which includes the euro) and express any output data in the national currency of the relevant

	part(s) of the UK and/or the euro; and
	f) permit the input of data in euro and display an outcome in euro where such data, supporting the Customer's normal business practices, operates in euro and/or the national currency of the relevant part(s) of the UK;
"Exception Report"	means an exception report as further described in Call Off Schedule 6 (Service Levels, Call Off KPIs and Service Credits);
"Exit Plan"	means the exit plan described in paragraph 5 of Call Off Schedule 9 (Exit Management);
"Expedited Dispute Timetable"	means the timetable set out in paragraph 5 of Call Off Schedule 11 (Dispute Resolution Procedure);
"Financial Model"	means the financial model set out at Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
"First Call Off Extension Period"	means such period as may be specified by the Customer, pursuant to Clause 5.2 and in the Call Off Order Form;
"FOIA"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Force Majeure Event"	<p>means any event, occurrence, circumstance, matter or cause affecting the performance by either the Customer or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under this Call Off Contract; b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; c) acts of the Crown, local government or Regulatory Bodies; d) fire, flood or any disaster; and/or e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: <ul style="list-style-type: none"> i) any industrial dispute relating to the Supplier, the Supplier Personnel (including any subsets of them) or any other failure in the Supplier or the Sub-Contractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;
"Force Majeure Notice"	means 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;
"Former Supplier"	means a supplier supplying the goods and/or services to the Customer before the Relevant Transfer Date that are the same as or substantially similar to the Goods and/or Services (or any part of the Goods and/or Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);
"Framework Agreement"	means the framework agreement between the Authority and the Supplier referred to in the Call Off Order Form;
"Framework Commencement Date"	means the date of commencement of the Framework Agreement as stated in the Call Off Schedule 1 (Definitions);
"Framework Period"	means the period from the Framework Commencement Date until the expiry or earlier termination of the Framework Agreement;
"Framework Price(s)"	means the price(s) applicable to the provision of the Goods and/or Services set out in Framework Schedule 3 (Framework Prices and Charging Structure);
"Framework Schedule"	means a schedule to the Framework Agreement;
"Fraud"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Further Competition Procedure"	means the further competition procedure described in paragraph 3 of Framework Schedule 5 (Call Off Procedure);
"General Anti-Abuse Rule"	has the meaning given to it in Framework Schedule 1 (Definitions);
"General Change in Law"	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Good Industry Practice"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Goods"	means the goods to be provided by the Supplier to the Customer as specified in Annex 2 of Call Off Schedule 2 (Goods and/or Services) or as set out in the Catalogue;
"Government"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Government Procurement Card"	means the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card--2 ;
"Halifax Abuse Principle"	has the meaning given to it in Framework Schedule 1 (Definitions);
"High Level Implementation Plan"	means the indicative implementation plan set out at paragraph 2 of Call Off Schedule 4 (Implementation Plan) of this Call Off Contract;

"HMRC"	means Her Majesty's Revenue and Customs;
"Holding Company"	has the meaning given to it in Framework Schedule 1 (Definitions);
"ICT Environment"	means the Customer System and the Supplier System;
"ICT Policy"	means the Customer's policy in respect of information and communications technology, referred to in the Call Off Order Form, which is in force as at the Call Off Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Change Control Procedure;
"Impact Assessment"	has the meaning given to it in Schedule 12 (Change Control Procedure);
"Implementation Period"	means the period starting on the Call Off Commencement Date and ending on the MPS Commencement Date (or if later, the Achievement of all Milestones set out in the Implementation Plan);
"Implementation Plan"	means the plan developed by the Supplier and agreed between the parties in accordance with Clause 6 (Implementation Plan);
"Information"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Installation Works"	means all works which the Supplier is to carry out at the beginning of the Call Off Contract Period to install the Goods and any Print Equipment in accordance with the Call Off Order Form and the Statement of Requirements;
"Insolvency Event"	<p>means, in respect of the Supplier or Framework Guarantor or Call Off Guarantor (as applicable):</p> <ul style="list-style-type: none"> a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; e) an application order is made either for the appointment

of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;

- f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;
- g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986;
- h) where the Supplier or Framework Guarantor or Call Off Guarantor is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or
- i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;

"Intellectual Property Rights" or "IPR"

means

- 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, designs, Know-How, trade secrets and other rights in Confidential Information;
- 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
- c) all other rights having equivalent or similar effect in any country or jurisdiction;

"Interface Map"

means the interface requirements made available to the Supplier on the Service Now Portal;

"IPR Claim"

means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Goods and/or Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Customer in the fulfilment of its obligations under this Call Off Contract;

"IT Service Continuity Goods and/or Services"

has the meaning given to it in paragraph 4.2.2 of Call Off Schedule 8 (IT Service Continuity and Disaster Recovery);

"Key Performance Indicators" or "KPIs"

means the performance measurements and targets in respect of the Supplier's performance of the Framework Agreement set out in Part B of Framework Schedule 2 (Goods and/or Services and Key Performance Indicators);

"Key Personnel"

means the individuals (if any) identified as such in the Call Off

	Order Form;
"Key Role(s) "	has the meaning given to it in Clause 27.1 (Key Personnel);
"Key Sub-Contract"	means each Sub-Contract with a Key Sub-Contractor;
"Key Sub-Contractor"	means any Sub-Contractor: <ul style="list-style-type: none"> a) listed in Framework Schedule 7 (Key Sub-Contractors); b) which, in the opinion of the Authority and the Customer, performs (or would perform if appointed) a critical role in the provision of all or any part of the Goods and/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 Call Off Contract Charges forecast to be payable under this Call Off Contract;
"Know-How"	means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Goods and/or Services but excluding know-how already in the other Party's possession before the Call Off Commencement Date;
"Law"	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
"Legacy Call Off KPIs"	means the Call Off KPIs applicable to the provision of Managed Print Services to Legacy Print Equipment, as further described as Legacy Managed Print Call Off KPIs in Annex 1 to Call Off Schedule 6 (Service Levels, Call Off KPIs and Service Credits);
"Legacy Print Equipment"	means the print devices and related equipment as determined by the Customer which shall be assigned to the Supplier by the Customer or any Other Supplier in accordance with Clause 34 (Print Equipment);
"Legacy Third Party Agreement"	means any agreement between the Customer and any Other Supplier which shall be assigned, novated or transferred to the Supplier in accordance with Clause 34 (Print Equipment);
"Legacy Service Levels"	means the Service Levels applicable to the provision of Managed Print Services to Legacy Print Equipment, as further described as Legacy Managed Print service levels in Annex 1 to Call Off Schedule 6 (Service Levels, Call Off KPIs and Service Credits);
"Licensed Software"	means all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Customer for the purposes of or pursuant to this Call Off Contract, including any Supplier Software, Third Party

	Software and/or any Specially Written Software;
"Losses"	means 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;
"Maintained Devices"	means any Customer owned print devices (including without limitation Specialist Devices) which are subject to the Maintenance Services (and are further described in the Registers);
"Maintained Interfaces"	means any interface to the Customer System, which is required to be maintained by the Supplier, as is further described in the Interface Map;
"Maintenance Schedule"	has the meaning given to it in Clause 35.1 (Maintenance of Maintained Interfaces);
"Maintenance Services"	means the maintenance services set out in Schedule 2 of the Framework Agreement, and in Annex 1 to Call Off Schedule 2 (Statement of Requirements);
"Malicious Software"	means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Man Day"	means 7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Man Hours"	means the hours spent by the Supplier Personnel properly working on the provision of the Goods and/or Services including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Managed Print Services"	means those managed print services set out in Annex 1 to Call Off Schedule 2 (Statement of Requirements);
"Milestone"	means an event or task described in the Implementation Plan which, if applicable, must be completed by the relevant Milestone Date;
"Milestone Date"	means the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Milestone Payment"	means a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone;
"Month"	means a calendar month and "Monthly" shall be interpreted

	accordingly;
"MOJ Policies"	means the MOJ Policies, practices and procedures in place from time to time which at the Call Off Commencement Date can be found at: https://ministryofjustice.github.io/security-guidance/#document-list ;
"MPS Commencement Date"	means the date on which the Customer has agreed that the Supplier will commence the delivery of the Managed Print Services as set out in the Implementation Plan;
"New Release"	means an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
"Occasion of Tax Non-Compliance"	<p>means:</p> <ul style="list-style-type: none"> a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under DOTAS or any equivalent or similar regime in any jurisdiction; and/or b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Call Off Commencement Date or to a civil penalty for fraud or evasion;
"Open Book Data"	<p>means complete and accurate financial and non-financial information which is sufficient to enable the Customer to verify the Call Off Contract Charges already paid or payable and Call Off Contract Charges forecast to be paid during the remainder of this Call Off Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all hardware, software, goods and/or services; b) operating expenditure relating to the provision of the

Goods and/or Services including an analysis showing:

- i) the unit costs and quantity of Goods and any other consumables and bought-in goods and services;
 - ii) manpower resources broken down into the number and grade/role of all Supplier Personnel (free of any contingency) together with a list of agreed rates against each manpower grade;
 - iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier's Profit Margin; and
 - iv) Reimbursable Expenses, if allowed under the Call Off Order Form;
- c) Overheads;
 - d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Goods and/or Services;
 - e) the Supplier Profit and Supplier Profit Margin achieved over the Call Off Contract Period and on an annual basis;
 - 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 Supplier;
 - g) an explanation of the type and value of risk and contingencies associated with the provision of the Goods and/or Services, including the amount of money attributed to each risk and/or contingency; and
 - h) the actual Costs profile for each Service Period;

"Open Source Software"

means computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;

"Operational Services Commencement Date"

means the date on which the Supplier Achieves the relevant Milestone set out in the Implementation Plan allowing for the commencement of any one or more of the Services (and for the avoidance of doubt the MPS Commencement Date shall be an Operational Services Commencement Date);

"Operating Environment"

means the Customer System and the Sites;

"Order"

means the order for the provision of the Goods and/or Services placed by the Customer with the Supplier in accordance with the Framework Agreement and under the terms of this Call Off Contract;

"Other Supplier"	means any supplier to the Customer (other than the Supplier) which is notified to the Supplier from time to time and/or of which the Supplier should have been aware including without limitation any supplier providing goods or services in Customer System;
"Over-Delivered Goods"	has the meaning given to it in Clause 9.5.1 (Over-Delivered Goods);
"Overhead"	means those amounts which are intended to recover a proportion of the Supplier's or the Key Sub-Contractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Personnel and accordingly included within limb (a) of the definition of "Costs";
"Parent Company"	means any company which is the ultimate Holding Company of the Supplier and which is either responsible directly or indirectly for the business activities of the Supplier or which is engaged by the same or similar business to the Supplier. The term "Holding or Parent Company" shall have the meaning ascribed by the Companies Act 2006 or any statutory re-enactment or amendment thereto;
"Party"	means the Customer or the Supplier and "Parties" shall mean both of them;
"Performance Monitoring System"	has the meaning given to it in paragraph 1.1.2 in Part B of Schedule 6 (Service Levels, Call Off KPIs and Service Credits);
"Performance Monitoring Reports"	has the meaning given to it in paragraph 3.1 of Part B of Schedule 6 (Service Level, Call Off KPIs and Service Credits);
"Performance Review Meetings"	has the meaning given to it in paragraph 3.2 of Part B of Schedule 6 (Service Levels, Call Off KPIs and Service Credits);
"Personal Data"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Permitted Maintenance"	has the meaning given to it in Clause 35.3 (Maintenance of Maintained Interfaces);
"PQQ Response"	means, where the Framework Agreement has been awarded under the Restricted Procedure, the response submitted by the Supplier to the Pre-Qualification Questionnaire issued by the Authority, and the expressions "Restricted Procedure" and "Pre-Qualification Questionnaire" shall have the meaning given to them in the Regulations;
"Print Equipment"	means the Legacy Print Equipment and the Refreshed Print Equipment;
"Print Room Services"	means those print room services set out in Annex 1 to Call Off Schedule 2 (Statement of Requirements);
"Processing"	has the meaning given to it in the Data Protection Legislation but, for the purposes of this Call Off Contract, it shall include

both manual and automatic processing and **"Process"** and **"Processed"** shall be interpreted accordingly;

"Prohibited Act"

means any of the following:

- a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority and/or the Customer or other Contracting Authority or any other public body a financial or other advantage to:
 - 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 this Call Off Contract; or
- c) committing any offence:
 - i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);
 - ii) under legislation or common law concerning fraudulent acts;
 - iii) defrauding, attempting to defraud or conspiring to defraud the Customer; or
 - iv) 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;

"Project Specific IPR"

means:

- a) Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call Off Contract and updates and amendments of these items including (but not limited to) database schema; and/or
- b) IPR in or arising as a result of the performance of the Supplier's obligations under this Call Off Contract and all updates and amendments to the same;

but shall not include the Supplier Background IPR or the Specially Written Software;

"Quality Plans"

shall have the meaning given in Clause 12.2 (Standards and Quality);

"Recipient"

has the meaning given to it in Clause 37.4.1 (Confidentiality);

"Recovery Plan"

means the recovery plan process in place as further described in Call Off Schedule 6 (Service Levels, Call Off KPIs and Service Credits);

"Rectification Plan"	means the rectification plan pursuant to the Rectification Plan Process;
"Rectification Plan Process"	means the process set out in Clause 41.2 (Rectification Plan Process);
"Refreshed Print Equipment"	means any print devices and related equipment provided and/or used by the Supplier to provide the Services other than the Legacy Print Equipment, which shall include any print devices or equipment provided by the Supplier in accordance with Clause 34.7 (Print Equipment);
"Refreshed Call Off KPIs"	means the Call Off KPIs applicable to the provision of Managed Print Services to Refreshed Print Equipment as further described as Managed Print Call Off KPIs – Refresh/Future in Annex 1 to Call Off Schedule 6 (Service Levels, Call Off KPIs and Service Credits);
"Refreshed Service Levels"	means the Service Levels applicable to the provision of Managed Print Services to Refreshed Print Equipment as further described as Managed Print SLAs – Refresh/Future Mode of Operations in Annex 1 to Call Off Schedule 6 (Service Levels, Call Off KPIs and Service Credits);
"Registers"	has the meaning given to in Call Off Schedule 9 (Exit Management);
"Regulations"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Reimbursable Expenses"	has the meaning given to it in Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing);
"Related Supplier"	means any person who provides goods and/or services to the Customer which are related to the Goods and/or Services from time to time;
"Relevant Conviction"	means a Conviction that is relevant to the nature of the Goods and/or Services to be provided including but not limited to those involving dishonesty, violence, sexual offences, or as specified in the Call Off Order Form;
"Relevant Requirements"	means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	means HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Relevant Transfer"	means a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	means, in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
"Relief Notice"	has the meaning given to it in Clause 42.2.2 (Supplier Relief Due to Customer Cause);
"Replacement Goods"	means any goods which are substantially similar to any of the Goods and which the Customer receives in substitution for

	any of the Goods following the Call Off Expiry Date, whether those goods are provided by the Customer internally and/or by any third party;
"Replacement Services"	means any services which are substantially similar to any of the Goods and/or Services and which the Customer receives in substitution for any of the Services following the Call Off Expiry Date, whether those services are provided by the Customer internally and/or by any third party;
"Replacement Sub-Contractor"	means a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
"Replacement Supplier"	means any third party provider of Replacement Goods and/or Services appointed by or at the direction of the Customer from time to time or where the Customer is providing Replacement Goods and/or Services for its own account, shall also include the Customer;
"Request for Information"	means a request for information or an apparent request relating to this Call Off Contract or the provision of the Goods and/or Services or an apparent request for such information under the FOIA or the EIRs;
"Restricted Countries"	has the meaning given to it in Clause 37.7.3 (Protection of Personal Data);
"Satisfaction Certificate"	means the certificate materially in the form of the document contained in Call Off Schedule 5 (Testing) granted by the Customer when the Supplier has Achieved a Milestone or a Test;
"Second Call Off Extension Period"	means such period as may be specified by the Customer, pursuant to Clause 5.2 and in the Call Off Order Form;
"Security Management Plan"	means the Supplier's security management plan prepared pursuant to paragraph 4 of Call Off Schedule 7 (Security) a draft of which has been provided by the Supplier to the Customer in accordance with paragraph 4 of Call Off Schedule 7 (Security) and as updated from time to time;
"Security Policy"	means the Customer's security policy, referred to in the Call Off Order Form, in force as at the Call Off Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Security Policy Framework"	the current HMG Security Policy Framework that can be found at https://www.gov.uk/government/publications/security-policy-framework ;
"Service Availability Service Levels"	means any of the following Service Level Performance Criterion as identified in Annex 1 to Part A of Call Off Schedule 6 (Service Levels, Call Off KPIs, and Service Credits): <ul style="list-style-type: none"> (a) Service Availability for Supplier Desk; (b) Service Availability for Infrastructure (Sev 1

	and Sev 2);
	(c) Service Availability of Devices; and
	(d) Service Availability of Devices (legacy);
"Service Credit Cap"	has the meaning given to it in the Call Off Order Form;
"Service Credits"	means any service credits specified in Annex 1 to Part A of Call Off Schedule 6 (Service Levels, Call Off KPIs and Service Credits) being payable by the Supplier to the Customer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Failure"	means an unplanned failure and interruption to the provision of the Goods and/or Services, reduction in the quality of the provision of the Goods and/or Services or event which could affect the provision of the Goods and/or Services in the future;
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level Performance Criteria;
"Service Level Performance Criteria"	means the Service Levels identified in Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Call Off KPIs and Service Credits);
"Service Level Performance Measure"	shall have the same meaning as Service Level Target, in each case as set out in Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Call Off KPIs and Service Credits);
"Service Level Target"	shall be as set out against the relevant Service Level Performance Criteria in Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Call Off KPIs and Service Credits);
"Service Level Threshold"	shall be as set out against the relevant Service Level Performance Criteria in Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Call Off KPIs and Service Credits);
"Service Levels"	means any service levels applicable to the provision of the Goods and/or Services under this Call Off Contract specified in Annex 1 to Part A of Call Off Schedule 6 (Service Levels, Call Off KPIs and Service Credits) including any Refreshed Service Levels and Legacy Service Levels;
"Service Now Portal"	means the online platform and central database owned by the Customer and hosted by ServiceNow whereby the Catalogue and Interface Map will be made available to the Supplier and via which the Customer may place Catalogue Orders, or such replacement IT platform as may be notified by the Customer from time to time;
"Service Period"	has the meaning given to in paragraph 7.1 of Call Off Schedule 6 (Service Levels, Call Off KPIs and Service Credits) and where no such period is specified shall be a period of one (1) Month;
"Service Transfer"	means any transfer of the Goods and/or Services (or any part of the Goods and/or Services), for whatever reason, from the Supplier or any Sub-Contractor to a Replacement Supplier or a

	Replacement Sub-Contractor;
“Service Transfer Date”	means the date of a Service Transfer;
“Services”	means the services to be provided by the Supplier to the Customer as referred to in Annex 1 of Call Off Schedule 2 (Statement of Requirements) which include without limitation the Managed Print Services, the Bulk Print Services, the Maintenance Services and the Catalogue Services;
“Sites”	means any premises (including the Customer Premises, the Supplier’s premises or third party premises) from, to or at which: <ul style="list-style-type: none"> a) the Goods and/or Services are (or are to be) provided; b) the Supplier manages, organises or otherwise directs the provision or the use of the Goods and/or Services; c) where: any part of the Supplier System is situated; or d) any physical interface with the Customer System takes place;
“Software”	means Specially Written Software, Supplier Software and Third Party Software;
“Source Code”	means computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
“Specialist Devices”	means any specialist equipment of the Customer which is a Maintained Device;
“Specially Written Software”	means any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Call Off Contract, including any modifications or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Call Off Contract;
“Specific Change in Law”	means a Change in Law that relates specifically to the business of the Customer and which would not affect a Comparable Supply;
“Staffing Information”	has the meaning give to it in Call Off Schedule 10 (Staff Transfer);
“Standards”	means any: <ul style="list-style-type: none"> a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the

	<p>same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;</p> <ul style="list-style-type: none"> b) standards detailed in the specification in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators); c) standards detailed by the Customer in the Call Off Order Form or agreed between the Parties from time to time; or d) relevant Government codes of practice and guidance applicable from time to time;
“Statement of Requirements”	means a statement issued by the Customer detailing its requirements in respect of Goods and/or Services, issued in accordance with the Call Off Procedure;
“Sub-Contract”	<p>means any contract or agreement (or proposed contract or agreement), other than this Call Off Contract or the Framework Agreement, pursuant to which a third party:</p> <ul style="list-style-type: none"> a) provides the Goods and/or Services (or any part of them); b) provides facilities or Goods and/or Services necessary for the provision of the Goods and/or Services (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Goods and/or Services (or any part of them);
“Sub-Contractor”	means any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
“Supplier”	means the person, firm or company with whom the Customer enters into this Call Off Contract as identified in the Call Off Order Form;
“Supplier Assets”	means all assets and rights used by the Supplier to provide the Goods and/or Services in accordance with this Call Off Contract (including but not limited to any Print Equipment) but excluding the Customer Assets;
“Supplier Background IPR”	<p>means</p> <ul style="list-style-type: none"> a) Intellectual Property Rights owned by the Supplier before the Call Off Commencement Date, for example those subsisting in the Supplier’s standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier’s Know-How or generic business methodologies; and/or b) Intellectual Property Rights created by the Supplier independently of this Call Off Contract, <p>but excluding Intellectual Property Rights owned by the</p>

	Supplier subsisting in the Supplier Software;
“Supplier Equipment”	<p>means the Print Equipment and any other Supplier hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Customer) in the performance of its obligations under this Call Off Contract;</p> <p>or means the definition as set out in Framework Schedule 2 (Part A: Goods and Services), as applicable;</p>
“Supplier Non-Performance”	has the meaning given to it in Clause 42.1 (Supplier Relief Due to Customer Cause);
“Supplier Personnel”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-Contractor engaged in the performance of the Supplier’s obligations under this Call Off Contract;
“Supplier Profit”	means, in relation to a period or a Milestone (as the context requires), the difference between the total Call Off Charges (in nominal cash flow terms but excluding any Deductions) and total Costs (in nominal cash flow terms) for the relevant period or in relation to the relevant Milestone;
“Supplier Profit Margin”	means, in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Call Off Contract Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
“Supplier Representative”	means the representative appointed by the Supplier named in the Call Off Order Form;
“Supplier Software”	means any software which is proprietary to the Supplier (or an Affiliate of the Supplier) and identified as such in the Call Off Order Form together with all other such software which is not identified in the Call Off Order Form but which is or will be used by the Supplier or any Sub-Contractor for the purposes of providing the Goods and/or Services or is embedded in and in respect of such other software as required to be licensed in order for the Customer to receive the benefit of and/or make use of the Goods and/or Services;
“Supplier System”	means the information and communications technology system used by the Supplier in supplying the Goods and/or Services, including the Supplier Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Customer System);
“Supplier’s Confidential Information”	<p>means:</p> <ul style="list-style-type: none"> a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Background IPR) trade secrets, Know-How, and/or personnel of the Supplier; b) 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 Supplier's attention or into the Supplier's possession in connection with this Call Off Contract; and/or
	c) information derived from any of the above;
"Template Call Off Order Form"	means the template Call Off Order Form in Annex 1 of Framework Schedule 4 (Template Call Off Order Form and Template Call Off Terms);
"Template Call Off Terms"	means the template terms and conditions in Annex 2 of Framework Schedule 4 (Template Call Off Order Form and Template Call Off Terms);
"Tender"	means the tender submitted by the Supplier to the Authority and annexed to or referred to in Framework Schedule 21;
"Termination Notice"	means 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 this Call Off Contract on a specified date and setting out the grounds for termination;
"Termination Payment"	means the payment payable by the Customer to the Supplier in the event that the Customer exercises its right to terminate this Call Off Contract without cause in accordance with Clause 44.7 and calculated in accordance with Schedule 16 (Termination Payment);
"Test Issue"	means any variance or non-conformity of the Goods and/or Services or Deliverables from their requirements as set out in the Call Off Contract;
"Test Plan"	means a plan: <ul style="list-style-type: none"> a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the Achievement of Milestones, as described further in paragraph 6 of Call Off Schedule 5 (Testing);
"Test Strategy"	means a strategy for the conduct of Testing as described further in paragraph 5 of Call Off Schedule 5 (Testing);
"Tests and Testing"	means any tests required to be carried out pursuant to this Call Off Contract as set out in the Test Plan or elsewhere in this Call Off Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	means Intellectual Property Rights owned by a third party but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software;
"Third Party Software"	means any software identified as such in the Call Off Order Form together with all other software which is not listed in the Call Off Order Form which is proprietary to any third party

	(other than an Affiliate of the Supplier) or any Open Source Software which is or will be used by the Supplier for the purposes of providing the Goods and/or Services);
“Transferring Assets”	has the meaning given to it in paragraph 10.2.1 of Call Off Schedule 9 (Exit Management);
“Transferring Customer Employees”	those employees of the Customer to whom the Employment Regulations will apply on the Relevant Transfer Date;
“Transferring Former Supplier Employees”	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date;
“Transferring Supplier Employees”	means those employees of the Supplier and/or the Supplier’s Sub-Contractors to whom the Employment Regulations will apply on the Service Transfer Date;
“Transparency Principles”	has the meaning given to it in Framework Schedule 1 (Definitions);
“Transparency Reports”	means the information relating to the Services and performance of this Call Off Contract which the Supplier is required to provide to the Customer in accordance with the reporting requirements in Call Off Schedule 13;
“Undelivered Goods”	has the meaning given to it in Clause 9.4.1 (Goods);
“Undelivered Goods and/or Services”	has the meaning given to it in Clause 8.4.1 (Goods and/or Services);
“Undisputed Sums Time Period”	has the meaning given to it Clause 45.1.1 (Termination of Customer Cause for Failure to Pay);
“Update”	means in relation to any Software and/or any Deliverable means a version of such item which has been produced primarily to overcome Defects in, or to improve the operation of, that item;
“Upgrade”	means any patch, New Release or upgrade of Software and/or a Deliverable, including standard upgrades, product enhancements, and any modifications, but excluding any Update which the Supplier or a third party software supplier (or any Affiliate of the Supplier or any third party) releases during the Call Off Contract Period;
“Valid Invoice”	means an invoice issued by the Supplier to the Customer that complies with the invoicing procedure in paragraph 7 (Invoicing Procedure) of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) and any other invoicing requirements set out in Annex 2 of Call Off Schedule 3 (Call Off Charges, Payment and Invoicing);
“VAT”	has the meaning given to it in Framework Schedule 1 (Definitions);
“Warranty Period”	means, in relation to any Goods, the warranty period specified in the Call Off Order Form;
“Worker”	means any one of the Supplier Personnel which the Customer, 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 and/or Services; and

“Working Day”

means any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in this Call Off Contract.

CALL OFF SCHEDULE 2: STATEMENT OF REQUIREMENTS

1. INTRODUCTION

1.1 This Call Off Schedule 2 specifies the:

1.1.1 Services to be provided under this Call Off Contract, in Annex 1; and

1.1.2 Goods to be provided under this Call Off Contract, in Annex 2.

ANNEX 1: THE SERVICES



Requirements
Compliance Matrix.pdf

ANNEX 2: THE GOODS

[REDACTED] [REDACTED]

CALL OFF SCHEDULE 3: CALL OFF CONTRACT CHARGES, PAYMENT AND INVOICING

1 DEFINITIONS

1.2 The following terms used in this Call Off Schedule 3 shall have the following meaning:

- “Reimbursable Expenses”** means 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 Customer’s expenses policy current from time to time, but not including:
- a) travel expenses incurred as a result of Supplier Personnel 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 Customer otherwise agrees in advance in writing; and
 - b) subsistence expenses incurred by Supplier Personnel 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;
- “Review Adjustment Date”** has the meaning given to it in paragraph 10.1.2 of this Call Off Schedule 3; and
- “Supporting Documentation”** means sufficient information in writing to enable the Customer to reasonably to assess whether the Call Off Contract Charges, Reimbursable Expenses and other sums due from the Customer under this Call Off Contract detailed in the information are properly payable.

2. GENERAL PROVISIONS

2.1 This Call Off Schedule 3 details:

- 2.1.1 the Call Off Contract Charges for the Goods and/or the Services under this Call Off Contract;
- 2.1.2 the payment terms/profile for the Call Off Contract Charges;
- 2.1.3 the invoicing procedure; and
- 2.1.4 the procedure applicable to any adjustments of the Call Off Contract Charges.

3. CALL OFF CONTRACT CHARGES

3.1 The Call Off Contract Charges which are applicable to this Call Off Contract are set out in Annex 1 of this Call Off Schedule 3.

3.2 The Supplier acknowledges and agrees that:

- 3.2.1 in accordance with paragraph 2 (General Provisions) of Framework Schedule 3 (Framework Prices and Charging Structure), the Call Off Contract Charges can in no event exceed the Framework Prices set out in Annex 3 to Framework Schedule 3 (Framework Prices and Charging Structure); and

- 3.2.2 subject to paragraph 8 of this Call Off Schedule 3 (Adjustment of Call Off Contract Charges), the Call Off Contract Charges cannot be increased during the Call Off Contract Period.

4. COSTS AND EXPENSES

- 4.1 Except as expressly set out in paragraph 5 of this Call Off Schedule 3 (Reimbursable Expenses), the Call Off Contract Charges include all costs and expenses relating to the Goods and/or Services and/or the Supplier's performance of its obligations under this Call Off Contract and no further amounts shall be payable by the Customer to the Supplier in respect of such performance, including in respect of matters such as:
- 4.1.1 any incidental expenses that the Supplier incurs, including travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs required by the Supplier Personnel, network or data interchange costs or other telecommunications charges; or
- 4.1.2 any amount for any services provided or costs incurred by the Supplier prior to the Call Off Commencement Date.

5. REIMBURSEABLE EXPENSES

- 5.1 If the Customer has so specified in the Call Off Order Form, the Supplier shall be entitled to be reimbursed by the Customer for Reimbursable Expenses (in addition to being paid the relevant Call Off Contract Charges under this Call Off Contract), provided that such Reimbursable Expenses are supported by Supporting Documentation. The Customer shall provide a copy of their current expenses policy to the Supplier upon request.

6. PAYMENT TERMS/PAYMENT PROFILE

- 6.1 The payment terms/profile which are applicable to this Call Off Contract are set out in Annex 2 of this Call Off Schedule 3.

7. INVOICING PROCEDURE

- 7.1 The Customer shall pay all undisputed sums properly due and payable to the Supplier in cleared funds within thirty (30) days of receipt of a Valid Invoice, submitted to the address specified by the Customer in paragraph 7.6 of this Call Off Schedule 3 and in accordance with the provisions of this Call Off Contract.
- 7.2 The Supplier shall ensure that each invoice (whether submitted electronically through a purchase-to-pay (P2P) automated system (or similar) or in a paper form, as the Customer may specify (but, in respect of paper form, subject to paragraph 7.3 of this Call Off Schedule 3)):
- 7.2.1 contains:
- (a) all appropriate references, including the unique order reference number set out in the Call Off Order Form;
 - (b) a detailed breakdown of the Delivered Goods and/or Services, including the Milestone(s) (if any) and Deliverable(s) within this Call Off Contract to which the Delivered Goods and/or Services relate, against the applicable due and payable Call Off Contract Charges; and
 - (c) any such other information as the Customer may specify from time to time;
- 7.2.2 shows separately:
- (a) any Service Credits due to the Customer; and

- (b) the VAT added to the due and payable Call Off Contract Charges in accordance with Clause 24.2.1 of this Call Off Contract (VAT) and the tax point date relating to the rate of VAT shown;
- 7.2.3 is exclusive of any Management Charge (and the Supplier shall not attempt to increase the Call Off Contract Charges or otherwise recover from the Customer as a surcharge the Management Charge levied on it by the Authority); and
- 7.2.4 it is supported by any other documentation reasonably required by the Customer to substantiate that the invoice is a Valid Invoice.
- 7.3 If the Customer is a Central Government Body, the Customer's right to request paper form invoicing shall be subject to procurement policy note 11/15 (available at https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/437471/PPN_e-invoicing.pdf), which sets out the policy in respect of unstructured electronic invoices submitted by the Supplier to the Customer (as may be amended from time to time).
- 7.4 The Supplier shall accept the Government Procurement Card as a means of payment for the Goods and/or Services where such card is agreed with the Customer to be a suitable means of payment. The Supplier shall be solely liable to pay any merchant fee levied for using the Government Procurement Card and shall not be entitled to recover this charge from the Customer.
- 7.5 All payments due by one Party to the other shall be made within thirty (30) days of receipt of a Valid Invoice unless otherwise specified in this Call Off Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.
- 7.6 The Supplier shall submit invoices directly to the Customer's billing address set out in the Call Off Order Form.

8. ADJUSTMENT OF CALL OFF CONTRACT CHARGES

- 8.1 The Call Off Contract Charges shall only be varied:
 - 8.1.1 due to a Specific Change in Law in relation to which the Parties agree that a change is required to all or part of the Call Off Contract Charges in accordance with Clause 23.1.1 of this Call Off Contract (Legislative Change);
 - 8.1.2 in accordance with Clause 24.1.4 of this Call Off Contract (Call Off Contract Charges and Payment) where all or part of the Call Off Contract Charges are reduced as a result of a reduction in the Framework Prices;
 - 8.1.3 where all or part of the Call Off Contract Charges are reduced as a result of a review of the Call Off Contract Charges in accordance with Clause 19 of this Call Off Contract (Continuous Improvement);
 - 8.1.4 where all or part of the Call Off Contract Charges are reduced as a result of a review of Call Off Contract Charges in accordance with Clause 26 of this Call Off Contract (Benchmarking);
 - 8.1.5 where all or part of the Call Off Contract Charges are reviewed and reduced in accordance with paragraph 9 of this Call Off Schedule 3; or
 - 8.1.6 where a review and increase of Call Off Contract Charges is requested by the Supplier and Approved, in accordance with the provisions of paragraph 10 of this Call Off Schedule 3.
- 8.2 Subject to paragraphs 8.1.1 to 8.1.5 of this Call Off Schedule 3, the Call Off Contract Charges will remain fixed for the number of Call Off Contract Years specified in the Call Off Order Form.

9. SUPPLIER PERIODIC ASSESSMENT OF CALL OFF CONTRACT CHARGES

- 9.1 Every six (6) Months during the Call Off Contract Period, the Supplier shall assess the level of the Call Off Contract Charges to consider whether it is able to reduce them.
- 9.2 Such assessments by the Supplier under paragraph 9 of this Call Off Schedule 3 shall be carried out on the dates specified in the Call Off Order Form in each Call Off Contract Year (or in the event that such dates do not, in any Call Off Contract Year, fall on a Working Day, on the next Working Day following such dates). To the extent that the Supplier is able to decrease all or part of the Call Off Contract Charges it shall promptly notify the Customer in writing and such reduction shall be implemented in accordance with paragraph 12.1.5 of this Call Off Schedule 3 below.

10. SUPPLIER REQUEST FOR INCREASE OF THE CALL OFF CONTRACT CHARGES

- 10.1 If the Customer has so specified in the Call Off Order Form, the Supplier may request an increase in all or part of the Call Off Contract Charges in accordance with the remaining provisions of this paragraph 10 subject always to:
- 10.1.1 paragraph 3.2 of this Call Off Schedule 3;
 - 10.1.2 the Supplier's request being submitted in writing at least three (3) Months before the effective date for the proposed increase in the relevant Call Off Contract Charges ("**Review Adjustment Date**") which shall be subject to paragraph 10.2 of this Call Off Schedule 3; and
 - 10.1.3 the Approval of the Customer which shall be granted in the Customer's sole discretion.
- 10.2 The earliest Review Adjustment Date will be the first (1st) Working Day following the anniversary of the Call Off Commencement Date after the expiry of the period specified in paragraph 8.2 of this Call Off Schedule 3 during which the Contract Charges shall remain fixed (and no review under this paragraph 10 is permitted). Thereafter any subsequent increase to any of the Call Off Contract Charges in accordance with this paragraph 10 of this Call Off Schedule 3 shall not occur before the anniversary of the previous Review Adjustment Date during the Call Off Contract Period.
- 10.3 To make a request for an increase of some or all of the Call Off Contract Charges in accordance with this paragraph 10, the Supplier shall provide the Customer with:
- 10.3.1 a list of the Call Off Contract Charges it wishes to review; and
 - 10.3.2 for each of the Call Off Contract Charges under review, written evidence of the justification for the requested increase including:
 - (a) a breakdown of the profit and cost components that comprise the relevant Call Off Contract Charge and any other Open Book Data as the Customer may request;
 - (b) details of the movement in the different identified cost components of the relevant Call Off Contract Charge;
 - (c) reasons for the movement in the different identified cost components of the relevant Call Off Contract Charge;
 - (d) evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components; and
 - (e) evidence that the Supplier's profit component of the relevant Call Off Contract Charge is no greater than that applying to Call Off Contract Charges using the same pricing mechanism as at the Call Off Commencement Date.

11. NOT USED

12. IMPLEMENTATION OF ADJUSTED CALL OFF CONTRACT CHARGES

12.1 Changes in accordance with the provisions of this Call Off Schedule 3 to all or part the Call Off Contract Charges (as the case may be) shall be made by the Customer to take effect:

12.1.1 in accordance with Clause 23.1.1 of this Call Off Contract (Legislative Change) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.1 of this Call Off Schedule 3;

12.1.2 in accordance with Clause 24.1.4 of this Call Off Contract (Call Off Contract Charges and Payment) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.2 of this Call Off Schedule 3;

12.1.3 in accordance with Clause 19 of this Call Off Contract (Continuous Improvement) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.3 of this Call Off Schedule 3;

12.1.4 in accordance with Clause 26 of this Call Off Contract (Benchmarking) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.4 of this Call Off Schedule 3;

12.1.5 on the dates specified in the Call Off Order Form where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.5 of this Call Off Schedule 3; and

12.1.6 on the Review Adjustment Date where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 8.1.6 of this Call Off Schedule 3;

and the Parties shall amend the Call Off Contract Charges shown in Annex 1 to this Call Off Schedule 3 to reflect such variations.

ANNEX 1: CALL OFF CONTRACT CHARGES

[REDACTED]

ANNEX 2: PAYMENT TERMS/PROFILE

1. MILESTONE PAYMENTS

- 1.1 On the issue of a Satisfaction Certificate in relation to the Achievement of a Milestone, the Supplier will be entitled to invoice the Customer for the relevant Milestone Payment in accordance with paragraph 4 of this Schedule 3 (Call Off Contract Charges, Payment and Invoicing).
- 1.2 In respect of the Milestones identified in the Implementation Plan, a Satisfaction Certificate will be issued in accordance with Schedule 5 (Testing).
- 1.3 If any Milestone is not Achieved by its associated Milestone Date then, where the Implementation Plan identifies the payment of Delay Payments in respect of such Milestone, Delay Payments will be applied in accordance with Clause 6.4 of the Call Off Contract.

2. CALL OFF CONTRACT CHARGES

- 2.1 Call Off Contract Charges (other than Milestone Payments) for Services will become payable following the issue of the Satisfaction Certificate for the relevant Milestone triggering the commencement of the relevant Service.
- 2.2 The Supplier will be entitled to invoice the Customer in arrears for Call Off Contract Charges (other than Milestone Payments) in accordance with the following payment profile:

Monthly in arrears

3. DEDUCTIONS

- 3.1 Any Deductions due and payable by the Supplier to the Customer shall be deducted from the Supplier's invoice for Call Off Contract Charges.
- 3.2 If no further Call Off Contract Charges fall after a Deduction accrues, the Supplier shall issue a credit note to the Customer for a sum equal to any such Deductions then outstanding which shall be repayable by the Supplier to the Customer as a debt.

4. INVOICING

4.1 Raising invoices

The Supplier shall submit all invoices in accordance with paragraph 4 of this Schedule 3 (Call Off Charges, Payment and Invoicing) and address any invoice queries to the Authority contract manager. The address will be as notified by the Customer to the Supplier from time to time. Where requested to do so, the Supplier shall use any portal or other system for the submission of invoices as the Customer may determine from time to time.

4.2 Format of invoice

The Supplier shall ensure that each invoice contains the following information (in addition to any other information required by paragraph 4 of this Schedule 3):

- 4.2.1 the date of the invoice;
- 4.2.2 a unique invoice number;
- 4.2.3 details of the correct Agreement reference;
- 4.2.4 the purchase order number and Milestone reference to which it relates (if any);
- 4.2.5 a copy of the relevant information from the Financial Model;

- 4.2.6 the dates between which the Services the subject of each of the Call Off Contract Charges detailed on the invoice were performed;
- 4.2.7 the total Call Off Contract Charges gross and net of any applicable Deductions, and, separately, any VAT or other sales tax payable in respect of the same;
- 4.2.8 details of any Deductions that shall apply to the Call Off Contract Charges detailed on the invoice;
- 4.2.9 a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries; and
- 4.2.10 the bank account details for payments to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number).

The Supplier shall submit all invoices and supporting documentation in such format as the Customer may specify from time to time to:

Ministry of Justice
PO BOX 697
Newport
NP10 8ZF

All Supplier invoices shall be expressed in sterling or such other currency as shall be permitted by the Customer in writing.

Only one invoice per purchase order should be submitted per Month, and amounts relating to different purchase orders should be included on separate invoices.

The final invoice relating to this Call Off Contract shall only be sent to the Customer following agreement between the parties, such agreement not to be unreasonably withheld or delayed, of any Deductions due and payable by the Supplier.

4.3 Supporting information

Milestone Payments must be supported by copies of Satisfaction Certificates as signed by appropriately authorised Customer personnel.

Any items ordered through the Catalogue can be aggregated on an invoice, subject to all orders being raised under the same Purchase Order number, but shall be supported by individual order and delivery information, including organisation, authorisation and budgetary code information. This has to be sufficient to enable re-charges to be made within the Customer and associated bodies. Call Off Contract Charges for orders not containing sufficient information to enable re-charge will be disputed.

4.4 Credit notes

The Supplier shall provide the Authority with a credit note in the following circumstances:

- 4.4.1 an invoice in full or in part has been issued in error;
- 4.4.2 the agreed resolution of a disputed invoice is that the disputed charge is too high and a credit note is agreed to be issued;
- 4.4.3 the Customer is eligible to receive Delay Payments and has requested that the Delay Payments are realised by a credit note;

4.4.4 the Customer is eligible to received Service Credits and has requested that the Service Credits are realised by a credit note; and

4.4.5 other circumstances as agreed between the Customer and the Supplier.

Each credit note shall be a valid tax invoice.

4.5 **Disputed invoices**

If the Customer disputes all or part of an invoice raised by the Supplier, then the Customer shall inform the Supplier at the earliest opportunity. The Customer shall set out the nature of the dispute and reasons for the dispute.

At its sole discretion, the Customer may postpone payment of the disputed amount until the dispute is resolved and any correcting documentation (further invoice or credit note) has been received.

Where the disputed amount is a part of a larger invoice, the entire invoice will be disputed. The Customer will not part pay an invoice.

Payment by the Customer of any invoice submitted by the Supplier shall not signify Approval of such invoice. The Customer reserves the right to verify and, where appropriate, dispute invoices after the date of payment and subsequently to recover any sums which have been overpaid.

If any part of an invoice rendered by the Supplier is disputed or subject to question by the Customer either before or after payment then the Customer may call for the Supplier to provide such further documentary evidence as it may reasonably require to verify its liability to pay the amount which is disputed or subject to question and the Supplier shall promptly provide such evidence in a form satisfactory to the Customer.

4.6 **Basware eMarketplace**

The Supplier shall work with the Customer to agree and implement the most appropriate ordering and payment methods available using the Customer's 'Basware eMarketplace'.

5. **CHARGES FOR CHANGES**

5.1 **Rate Cards**

If the parties agree that the Supplier shall implement Changes, then the people costs elements of the Charges for such Changes shall be calculated on a daily basis by reference to the Daily Rate by role set out in the Financial Model (the "**Daily Rate**") and shall be inclusive of expenses (unless otherwise agreed by the Authority).

5.2 **Utilisation Discount**

In respect of any Changes the Supplier shall discount the applicable Daily Rates, in accordance with paragraph 5.1, to reflect the benefit to the Supplier of long-term deployments of Supplier Personnel.

If the parties agree that the Supplier shall provide Changes by deploying Supplier Personnel for any of the periods of deployment set out in the table below, the Supplier shall discount the applicable Daily Rate by role for each applicable Supplier Personnel by reference to the corresponding "Utilisation Discount" column of the following Table 2:

Period of deployment	Utilisation Discount %
from 110 Working Days to 219 Working Days	5%
from 220 Working Days to 439 Working Days	9%
more than 440 Working Days	20%

TABLE 2 – UTILISATION DISCOUNT

5.3 Volume Rebate

In respect of any Charges for Changes that are invoiced to the Customer in any Call Off Contract Year, the Supplier shall pay to the Customer (or issue a credit note of equivalent value) a sum calculated by reference to the bandings in the rows of the “Value (£) invoiced in Call Off Contract Year” column and the percentages in the “Rebate %” column of the following Table 3:

[REDACTED]

TABLE 3 – VOLUME REBATE

5.4 Charges for Changes – other requirements

Where either party requests a Change then the Supplier shall assess the potential impact of the proposed Change on the Charges in accordance with the Change Control Procedure. The Supplier shall provide sufficient detail to justify the potential impact on the Charges which shall:

- 5.4.1 be based on and reflect the principles of the Financial Model;
- 5.4.2 include estimated volumes of each type of resource to be employed using the applicable “Daily Rate” workbook of the Financial Model;
- 5.4.3 include full disclosure of any assumptions underlying the proposed impact on the Charges and any Open Book Data as requested by the Customer; and
- 5.4.4 include evidence of the cost of any assets required for the proposed Change.

The Supplier may not charge for the development of commercial proposals, estimates, financial impact assessments or quotations for the Supplier to undertake work for the Customer and such activities shall be non-chargeable.

If the proposed Change is Approved by the Customer in accordance with the Change Control Procedure then the Supplier will update the Financial Model by Approval with the Customer.

The Supplier shall use the Financial Model to demonstrate any proposed revisions to the Charges arising as a result of any proposed Change.

Unless otherwise specified by the Customer, the Supplier shall provide to the Customer estimates of any proposed changes to Milestone Payments.

5.5 Capital and 3rd Party Costs

If any Change requires the Supplier to procure services or capital assets from third parties on a pass-through basis, the Supplier shall not mark-up the costs charged by such third parties to the Supplier in its pass-through charge to the Customer.

CALL OFF SCHEDULE 4: IMPLEMENTATION PLAN

1. INTRODUCTION

1.1 This Call Off Schedule 4 sets out:

1.1.1 the Customer's High Levels Implementation Plan; and

1.1.2 the format to be used by the Supplier in preparing a detailed Implementation Plan to be submitted to the Customer for Approval in accordance with the Call Off Order Form and Clause 6 and once Approved in accordance with which the Supplier shall provide the Goods and/or Services during the Implementation Period.

2. HIGH LEVEL IMPLEMENTATION PLAN

	Milestone	Deliverables	Anticipated Milestone Date	Mandatory Milestone	Delay Payment
MS 1	TMO Readiness ATP	TBC	26 October 2021	No	No
MS 2	TMO Readiness CPP	TBC	26 October 2021	No	No
MS 3	Print Room FMO ATP	TBC	10 March 2022	No	No
MS 4	Print Room FMO CPP	TBC	10 March 2022	No	[REDACTED]
MS 5	Bulk Print FMO ATP	TBC	27 May 2022	No	No
MS 6	Bulk Print FMO CPP	TBC	27 May 2022	No	No
MS 7	Breakfix FMO for Prisons ATP	TBC	26 October 2021	No	No
MS 8	Breakfix FMO for Prisons CPP	TBC	26 October 2021	No	No
MS 9	Print Catalogue populated with Supplier own devices ATP	TBC	19 November 2021	No	No
MS 10	Print Catalogue populated with Supplier own devices CPP (NOTE: The Supplier is dependent on the Customer undertaking testing to confirm that the	TBC	19 November 2021	No	No

	Supplier own devices provided as part of the Service for the Prison environment are compatible with the Prison(s) solution.)				
MS 11	Completion of MPS NRO- - 43 deployment days + 8 days mop-up (20%) Complete CPP	TBC	28 July 2022	No	No
MS 12	Completion of MPS NRO - 65 deployment days + 13 days mop-up (30%) Complete CPP	TBC	18 November 2022	No	No
MS 13	Completion of MPS NRO - 65 deployment days + 13 days mop-up (30%) Complete CPP	TBC	15 March 2023	No	No
MS 14	Completion of MPS NRO - 43 deployment days + 8 days mop-up (20%) Complete CPP	TBC	06 June 2023	No	No
MS 15	Programme Closure ATP	All deliverables and solution contained in CALL OFF SCHEDULE 15: CALL OFF TENDER signed off by the Authority	18 July 2023	No	No
MS 16	Programme Closure CPP	All deliverables and solutions contained in CALL OFF SCHEDULE 15: CALL OFF TENDER signed off by the Authority	28 July 2023	No	[REDACTED]

3. FORM OF DETAILED IMPLEMENTATION PLAN

3.1 The Supplier shall use the following form when preparing the detailed Implementation Plan is set out below.

The Milestones to be Achieved are Identified below:

Milestone	Deliverables	Duration	Milestone Date	Customer Responsibilities	Milestone Payments	Delay Payments	Delay Period Limit
MS1 TMO Readiness ATP	TBC	0 days	26 October 2021	TBC	No	No	60 Working Days from the Milestone Date
MS2 TMO Readiness CPP	TBC	0 days	26 October 2021	TBC	No	No	60 Working Days from the Milestone Date
MS 3 Print Room FMO ATP	TBC	31.5 days	10 March 2022	TBC	No	No	60 Working Days from the Milestone Date
MS 4 Print Room FMO CPP	TBC	0 days	20 March 2022	TBC	[REDACTED]	[REDACTED]	60 Working Days from the Milestone Date
MS 5 Bulk Print FMO ATP	TBC	0 days	27 May 2022	TBC	No	No	60 Working Days from the Milestone Date
MS 6 Bulk Print FMO CPP	TBC	0 days	27 May 2022	TBC	No	No	60 Working Days from the Milestone Date
MS 7 Breakfix FMO for Prisons ATP	TBC	0 days	26 October 2021	TBC	No	No	60 Working Days from the Milestone Date
MS 8 Breakfix FMO for Prisons CPP	TBC	0 days	26 October 2021	TBC	No	No	60 Working Days from the Milestone

							Date
MS 9 Prison catalogue populated with Supplier's own devices ATP	TBC	19 days	19 November 2021	TBC	No	No	60 Working Days from the Milestone Date
MS 10 Prison catalogue populated with Supplier's own devices CPP	TBC	0 days	19 November 2021	TBC	No	No	60 Working Days from the Milestone Date
MS 11 NRO 1 CPP	TBC	55 days	28 July 2022	TBC	[REDACTED]	No	60 Working Days from the Milestone Date
MS 12 NRO 2 CPP	TBC	0 days	18 November 2022	TBC	[REDACTED]	No	60 Working Days from the Milestone Date
MS 13 NRO 3 CPP	TBC	80 days	15 March 2023	TBC	No	No	60 Working Days from the Milestone Date
MS 14 NRO 4 CPP	TBC	0 days	06 June 2023	TBC	[REDACTED]	No	60 Working Days from the Milestone Date
MS 15 Programme Closure	TBC	29 days	18 July 2023	TBC	No		60 Working Days from the Milestone

ATP							Date
MS 16 Programme Closure CPP	All deliverables and solutions contained in CALL OFF SCHEDULE 15: CALL OFF TENDER signed off by the Authority	0 days	28 July 2023	TBC	[REDACTED]	[REDACTED] Per Working Day delayed from Milestone Date if the remaining devices are less than five hundred. For every five hundred devices a further deployment manager will be retained at a cost to the Authority of [REDACTED] per Working Day. For example, should there be 1500 devices remaining at 21 April 2023 the per Working Day delay payment would be [REDACTED]	60 Working Days from the Milestone Date

The Milestones will be Achieved in accordance with Call Off Schedule 5 (Testing).

For the purposes of Clause 6.4.1(b)(ii) the number of days shall be as set out in the table above (the “Delay Period Limit”).

CALL OFF SCHEDULE 5: TESTING

1. DEFINITIONS

1.1 In this Call Off Schedule 5, the following definitions shall apply:

“Component”	means any constituent parts of the Goods and/or Services, bespoke or COTS, hardware or software;
“COTS”	means commercially available off the shelf software, being software that is commonly used and is provided in a standard form and on standard licence terms which are not typically negotiated by the licensor;
“Customer Test Strategy”	means the testing strategy of the Customer appended to Call Off Schedule 5 (Testing) as Annex 4;
“Material Test Issue”	means a Test Issue of Severity Level 1 or Severity Level 2;
“Severity Level”	means the level of severity of a Test Issue, the criteria for which are described in Annex 1;
“Test Certificate”	means a certificate materially in the form of the document contained in Annex 2 issued by the Customer when a Deliverable has satisfied its relevant Test Success Criteria;
“Test Issue Management Log”	means a log for the recording of Test Issues as described further in paragraph 10.1 of this Call Off Schedule 5;
“Test Issue Threshold”	means, in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
“Test Reports”	means the reports to be produced by the Supplier setting out the results of Tests;
“Test Specification”	means the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in paragraph 8 of this Call Off Schedule 5;
“Test Strategy”	means a strategy for the conduct of Testing as described further in paragraph 5 of this Call Off Schedule;
“Test Success Criteria”	means, in relation to a Test, the test success criteria for that Test as referred to in paragraph 7 of this Call Off Schedule;
“Test Witness”	means any person appointed by the Customer pursuant to paragraph 11 of this Call Off Schedule; and
“Testing Procedures”	means the applicable testing procedures and Test Success Criteria set out in this Schedule.

2. INTRODUCTION

2.1 This Call Off Schedule 5 (Testing) sets out the approach to Testing and the different Testing activities to be undertaken, including the preparation and agreement of the Test Strategy and Test Plan.

- 2.2 In preparing any test documentation and conducting any Tests in accordance with this Call Off Schedule 5 (Testing), the Supplier shall comply with the Customer Test Strategy.

3. RISK

- 3.1 The issue of a Test Certificate, a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:
- 3.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Customer's requirements for that Deliverable or Milestone; or
 - 3.1.2 affect the Customer's right subsequently to reject:
 - (a) all or any element of the Deliverables to which a Test Certificate relates; or
 - (b) any Milestone to which the Satisfaction Certificate relates.
- 3.2 Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that:
- 3.2.1 the Goods and/or Services are implemented in accordance with this Call Off Contract; and
 - 3.2.2 each Service Level is met.

4. TESTING OVERVIEW

- 4.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.
- 4.2 The Supplier shall not submit any Deliverable for Testing:
- 4.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
 - 4.2.2 until the Customer has issued a Test Certificate in respect of any prior, dependent Deliverable(s); and
 - 4.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).
- 4.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.
- 4.4 Prior to the issue of a Test Certificate, the Customer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.
- 4.5 Any Disputes between the Supplier and the Customer regarding this Testing shall be referred to the Dispute Resolution Procedure.

5. TEST STRATEGY

- 5.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Call Off Commencement Date but in any case no later than twenty (20) Working Days (or such other period as the Parties may agree) after the Call Off Commencement Date.
- 5.2 The final Test Strategy shall include:
- 5.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;
 - 5.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;

- 5.2.3 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
- 5.2.4 the procedure to be followed to sign off each Test;
- 5.2.5 the process for the production and maintenance of Test Reports, including templates for the Test Reports and the Test Issue Management Log, and a sample plan for the resolution of Test Issues;
- 5.2.6 the names and contact details of the Customer's and the Supplier's Test representatives;
- 5.2.7 a high level identification of the resources required for Testing, including facilities, infrastructure, personnel and reports relating to such personnel, and Customer and/or third party involvement in the conduct of the Tests;
- 5.2.8 the technical environments required to support the Tests; and
- 5.2.9 the procedure for managing the configuration of the Test environments.

6. TEST PLANS

- 6.1 The Supplier shall develop Test Plans and submit these for Approval as soon as practicable but in any case no later than twenty (20) Working Days (or such other period as the Parties may agree in the Test Strategy or otherwise) prior to the start date for the relevant Testing as specified in the Implementation Plan.
- 6.2 Each Test Plan shall include as a minimum:
 - 6.2.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and
 - 6.2.2 a detailed procedure for the Tests to be carried out, including:
 - (a) the relevant Test Issue Thresholds;
 - (b) the timetable for the Tests including start and end dates;
 - (c) the Testing mechanism;
 - (d) dates and methods by which the Customer can inspect Test results or witness the Tests in order to establish that the Test Success Criteria have been met;
 - (e) the mechanism for ensuring the quality, completeness and relevance of the Tests;
 - (f) the format and an example of Test progress reports and the process with which the Customer accesses daily Test schedules;
 - (g) the process which the Customer will use to review Test Issues and the Supplier's progress in resolving these on a timely basis;
 - (h) the re-Test procedure, the timetable and the resources which would be required for re-Testing; and
 - (i) the process for escalating Test Issues from a re-test situation to the taking of specific remedial action to resolve the Test Issue.
- 6.3 The Customer shall not unreasonably withhold or delay its Approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of the Customer in the Test Plan.

7. TEST SUCCESS CRITERIA

- 7.1 The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to paragraph 6 of this Call Off Schedule 5.

8. TEST SPECIFICATION

- 8.1 Following Approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least ten (10) Working Days (or such other period as the Parties may agree in the Test Strategy or otherwise agree in writing) prior to the start of the relevant Testing (as specified in the Implementation Plan).
- 8.2 Each Test Specification shall include as a minimum:
- 8.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Customer and the extent to which it is equivalent to live operational data;
 - 8.2.2 a plan to make the resources available for Testing;
 - 8.2.3 Test scripts;
 - 8.2.4 Test pre-requisites and the mechanism for measuring them; and
 - 8.2.5 expected Test results, including:
 - (a) a mechanism to be used to capture and record Test results; and
 - (b) a method to process the Test results to establish their content.

9. TESTING

- 9.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.
- 9.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with paragraph 11 of this Call Off Schedule 5.
- 9.3 The Supplier shall notify the Customer at least ten (10) Working Days (or such other period as the Parties may agree in writing) in advance of the date, time and location of the relevant Tests and the Customer shall ensure that the Test Witnesses attend the Tests, except where the Customer has specified in writing that such attendance is not necessary.
- 9.4 The Customer may raise and close Test Issues during the Test witnessing process.
- 9.5 The Supplier shall provide to the Customer in relation to each Test:
- 9.5.1 a draft Test Report not less than two (2) Working Days (or such other period as the Parties may agree in writing) prior to the date on which the Test is planned to end; and
 - 9.5.2 the final Test Report within five (5) Working Days (or such other period as the Parties may agree in writing) of completion of Testing.
- 9.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
- 9.6.1 an overview of the Testing conducted;
 - 9.6.2 identification of the relevant Test Success Criteria that have been satisfied;
 - 9.6.3 identification of the relevant Test Success Criteria that have not been satisfied together with the Supplier's explanation of why those criteria have not been met;

- 9.6.4 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
- 9.6.5 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with paragraph 10.1 of this Call Off Schedule 5; and
- 9.6.6 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 9.7 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
- 9.8 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Customer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 9.9 If the Supplier successfully completes the requisite Tests, the Customer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Goods and/or Services are implemented in accordance with this Call Off Contract.

10. TEST ISSUES

- 10.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.
- 10.2 The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Customer upon request.
- 10.3 The Customer shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

11. TEST WITNESSING

- 11.1 The Customer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Customer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 11.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 11.3 The Test Witnesses:
 - 11.3.1 shall actively review the Test documentation;
 - 11.3.2 will attend and engage in the performance of the Tests on behalf of the Customer so as to enable the Customer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
 - 11.3.3 shall not be involved in the execution of any Test;
 - 11.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;

- 11.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Customer to assess whether the Tests have been Achieved;
- 11.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
- 11.3.7 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

12. TEST QUALITY AUDIT

- 12.1 Without prejudice to its rights pursuant to Clause 22 (Records, Audit Access and Open Book Data), the Customer or an agent or contractor appointed by the Customer may perform on-going quality audits in respect of any part of the Testing (each a “**Testing Quality Audit**”) subject to the provisions set out in the agreed Quality Plan.
- 12.2 The focus of the Testing Quality Audits shall be on:
 - 12.2.1 adherence to an agreed methodology;
 - 12.2.2 adherence to the agreed Testing process;
 - 12.2.3 adherence to the Quality Plan;
 - 12.2.4 review of status and key development issues; and
 - 12.2.5 identification of key risk areas.
- 12.3 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 12.4 The Customer will give the Supplier at least five (5) Working Days’ written notice of the Customer’s intention to undertake a Testing Quality Audit and the Supplier may request, following receipt of that notice, that any Testing Quality Audit be delayed by a reasonable time period if in the Supplier’s reasonable opinion, the carrying out of a Testing Quality Audit at the time specified by the Customer will materially and adversely impact the Implementation Plan.
- 12.5 A Testing Quality Audit may involve document reviews, interviews with the Supplier Personnel involved in or monitoring the activities being undertaken pursuant to this Schedule, the Customer witnessing Tests and demonstrations of the Deliverables to the Customer. Any Testing Quality Audit shall be limited in duration to a maximum time to be agreed between the Supplier and the Customer on a case by case basis (such agreement not to be unreasonably withheld or delayed). The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Customer to enable it to carry out the Testing Quality Audit.
- 12.6 If the Testing Quality Audit gives the Customer concern in respect of the Testing Procedures or any Test, the Customer shall:
 - 12.6.1 discuss the outcome of the Testing Quality Audit with the Supplier, giving the Supplier the opportunity to provide feedback in relation to specific activities; and
 - 12.6.2 subsequently prepare a written report for the Supplier detailing its concerns, and the Supplier shall, within a reasonable timeframe, respond in writing to the Customer’s report.
- 12.7 In the event of an inadequate response to the written report from the Supplier, the Customer (acting reasonably) may withhold a Test Certificate (and consequently delay the grant of a Satisfaction Certificate) until the issues in the report have been addressed to the reasonable satisfaction of the Customer.

13. OUTCOME OF TESTING

- 13.1 The Customer will issue a Test Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 13.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Customer shall notify the Supplier and:
 - 13.2.1 the Customer may issue a Test Certificate conditional upon the remediation of the Test Issues;
 - 13.2.2 where the Parties agree that there is sufficient time prior to the relevant Milestone Date, the Customer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
 - 13.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Customer's other rights and remedies, such failure shall constitute a material Default.
- 13.3 The Customer shall be entitled, without prejudice to any other rights and remedies that it has under this Call Off Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
- 13.4 The Customer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
 - 13.4.1 the issuing by the Customer of Test Certificates and/or conditional Test Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
 - 13.4.2 performance by the Supplier to the reasonable satisfaction of the Customer of any other tasks identified in the Implementation Plan as associated with that Milestone (which may include the submission of a Deliverable that is not due to be Tested, such as the production of Documentation).
- 13.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Schedule 3 (Call Off Contract Charging, Payment and Invoicing).
- 13.6 If a Milestone is not Achieved, the Customer shall promptly issue a report to the Supplier setting out:
 - 13.6.1 the applicable Test Issues; and
 - 13.6.2 any other reasons for the relevant Milestone not being Achieved.
- 13.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Customer shall issue a Satisfaction Certificate.
- 13.8 If there is one or more Material Test Issue(s), the Customer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Customer's other rights and remedies, such failure shall constitute a material Default.
- 13.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Customer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
 - 13.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Customer agrees otherwise (in which case the Supplier shall submit a Rectification

Plan for Approval by the Customer within ten (10) Working Days of receipt of the Customer's report pursuant to paragraph 13.3 of this Call Off Schedule); and

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

ANNEX 1: TEST ISSUES – SEVERITY LEVELS

1. SEVERITY 1 ERROR

- 1.1 This is an error that causes non-recoverable conditions, e.g. it is not possible to continue using a Component, a Component crashes, there is database or file corruption, or data loss.

2. SEVERITY 2 ERROR

- 2.1 This is an error for which, as reasonably determined by the Customer, there is no practicable workaround available, and which:
 - 2.1.1 causes a Component to become unusable;
 - 2.1.2 causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or
 - 2.1.3 has an adverse impact on any other Component(s) or any other area of the Goods and/or Services.

3. SEVERITY 3 ERROR

- 3.1 This is an error which:
 - 3.1.1 causes a Component to become unusable;
 - 3.1.2 causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
 - 3.1.3 has an impact on any other Component(s) or any other area of the Goods and/or Services; but for which, as reasonably determined by the Customer, there is a practicable workaround available.

4. SEVERITY 4 ERROR

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

5. SEVERITY 5 ERROR

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

ANNEX 2: TEST CERTIFICATE

To: [insert name of Supplier]

FROM: [insert name of Customer]

[insert Date: dd/mm/yyyy]

Dear Sirs,

TEST CERTIFICATE

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

We refer to the agreement ("**Call Off Contract**") [insert Call Off Contract reference number] relating to the provision of the [insert description of the Goods and/or Services] between the *[insert Customer name]* ("**Customer**") and *[insert Supplier name]* ("**Supplier**") dated *[insert Call Off Commencement Date dd/mm/yyyy]*.

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

[We confirm that all of the Deliverables listed above have been tested successfully in accordance with the Test Plan relevant to those Deliverables.]

[OR]

[This Test Certificate is issued pursuant to paragraph 13.1 of Call Off Schedule 5 (Testing) of this Call Off Contract on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Customer]

ANNEX 3: SATISFACTION CERTIFICATE

To: [insert name of Supplier]

From: [insert name of Customer]

[insert Date dd/mm/yyyy]

Dear Sirs,

SATISFACTION CERTIFICATE

Milestone(s): [Insert relevant description of the agreed Milestones].

We refer to the agreement ("**Call Off Contract**") [insert Call Off Contract reference number] relating to the provision of the [insert description of the Goods and/or Services] between the [insert Customer name] ("**Customer**") and [insert Supplier name] ("**Supplier**") dated [insert Call Off Commencement Date dd/mm/yyyy].

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

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

[OR]

[This Satisfaction Certificate is granted pursuant to paragraph 13.1 of Call Off Schedule 5 (Testing) of this Call Off Contract on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]

[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with the provisions of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)].

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Customer]

ANNEX 4: CUSTOMER TEST STRATEGY

1. DOCUMENTATION CONTROL

1.1 Related & Referenced Documents

Ref. No.	Document ID	Document Name	Dated
1	ISO/IEC 25010 ed. 1	Systems and software engineering – Systems and software Quality Requirements and Evaluation (SquaRE) – System and software quality models	2017
2	ISO/IEC/IEEE 29119-1 to 4	Software and systems engineering – Software testing, parts 1 to 4.	09/2013
3	ISTQB v3.2	International Software Testing Qualification Board Standard Glossary of Terms used in Software Testing	N/A
4	N/A	Organisational Test Strategy for Core Technology Services	Draft 2019
5	N/A	Digital & Technology Strategy	Apr 2018

1.2 Glossary of Terms

The terms and abbreviations listed below should only be used in relation to this document.

Term	Definition
Anomaly	Any condition that deviates from expectation or from someone's perception or experience. Anomalies may be found during, reviewing, testing, compilation, or use of S/W products or applicable documentation.
ALB	Arm's Length Bodies
CHDC	Crown Hosted Data Centre
CM	Configuration Management
CTS	Common Technology Services
Defect	An imperfection or deficiency in a work product where it does not meet its requirements or specifications.
Functional Requirement	A requirement that specifies a function that a component or system must be able to perform.
EOL	End-of-Life
EUCS	End-User Computer Service
HMCTS	Her Majesty's Courts & Tribunals Service
HMPPS	Her Majesty's Prison & Probation Service
Incident	An ITIL term for an unplanned interruption or reduction in quality of an IT service (a Service Interruption).
ITIL	IT Infrastructure Library – A public framework that describes best practice in IT Service Management.
Known Error	An ITIL term for a problem that has a documented root cause and a Workaround.
LAA	Legal Aid Agency

Term	Definition
MoSCoW	Must have; Should have; Could have, Won't have at this time – This is a technique used for prioritising requirements
Non-Functional Requirement	A requirement that describes how the component or system will do what it is intended to do.
OAT	Operational Acceptance Test
OPG	Office of the Public Guardian
Observation	An observation found during testing that has not yet been categorised as a defect.
Operational Acceptance Testing	Operational testing in the acceptance test phase, typically performed in a (simulated) operational environment by operations and/or systems administration staff focusing on operational aspects, e.g., recoverability, resource-behaviour, installability and technical compliance.
Problem	An ITIL term for the cause of one or more Incidents. The cause is not usually known at the time a Problem Record is created.
RM	Release Management
SAT	Service Acceptance Test
ST	System Test
SIT	System Integration Test
SLA	Service Level Agreement
SMAT	Service Management Acceptance Test
SUT	System Under Test
Test Basis	The body of knowledge used as the basis for test analysis and design.
TCR	Test Completion Report
TDD	Test Driven Development
TTM	Test Traceability Matrix
UAT	User Acceptance Test
V&V	Verification & Validation
Validation	The process used to confirm that the product built meet user needs i.e. Are we building the right product?
Verification	The process used to confirm that the product has been built to specification, i.e. Are we building the product right?

2. EXECUTIVE SUMMARY

The current Managed Print Service was awarded to Xerox UK Ltd in May 2014 and consists largely of several web portal and server-based components. These are hosted onsite within the End User Computing Services (EUCS)¹ centralised platform infrastructure, using virtualisation technology and spread over two Crown Hosted Data Centres (CHDC).

¹ The EUCS is currently managed by Atos.

Print volume on office devices is 369million per year and when the print room in 102 Petty France, together with the bulk printing service are included, the total pages printed is around 750 million per annum.

Whilst there is a continuing focus around reducing the need for printing, these volumes give an indication of how critical a Print Service is for all Customer agencies and business units.

Most of the print fleet will reach end-of-life (EOL) at the end of the current contract extension date in May 2021. The majority of the HMCTS estate reached EOL in May 2019 and sourcing parts may not be possible going forward. The cost of maintaining an ageing fleet would naturally increase over time and inevitably lead to more engineer callouts to repair failing devices. Service Desk data and qualitative feedback from business areas supports this trend, in which devices are increasingly failing to provide a reliable service.

The initial term of the contract expired on the 18th May 2019. This was extended for a maximum two-year period until May 2021.

The Customer Print Re-Compete Project is borne from the requirement to maintain a print service for the Customer at the earliest opportunity. There is also an aspiration to seek funding to refresh and optimise print devices across the prison estate. Figure 1 describes the main qualitative benefits that the Customer Print Re-Compete Project objectives are set out to achieve.

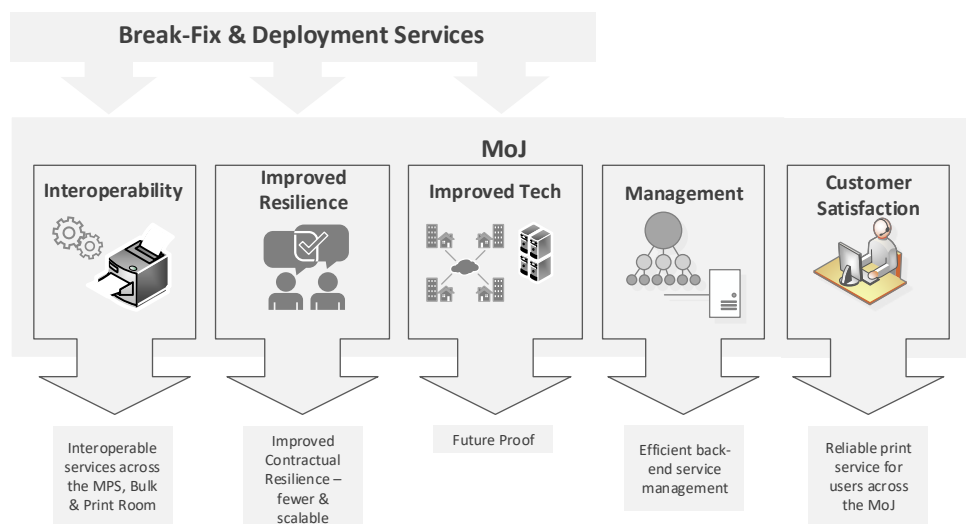


Figure 1 – Project Objectives

The project objectives are to provide:

- A fully managed print service solution supporting all Customer users in Her Majesty's Courts & Tribunals Service (HMCTS), Probation, Courts, Office of the Public Guardian (OPG), Legal Aid Agency (LAA) and other Arm's Length Bodies (ALB)'s. This includes a full device refresh.
- Break-Fix service for Prisons.
- An off-site bulk print service.
- An on-site Print Room at Customer HQ 102 Petty France.

The deployment phase is expected to last up to 2 years.

2.1 Document Purpose

The Customer is required to re-procure a business-critical Print Service at the earliest opportunity and transition to a new contract and potentially new supplier. It is therefore critical that we have a robust Project Test Strategy in place that defines how we see the approach for test activities and the method for acceptance. This is because many other challenges that relate to development and delivery will influence the project:

- **System elements operate independently.** The architecture for any new service needs to consider its constituent components; their relationship to each other and how they interoperate.
- **Some initial requirements/user stories may not be fully matured.** Initial business requirements, people's roles, their activities, processes and procedures, management tools and technology may be different from the system and service requirements imposed by the target architecture. Business situations not considered during the elicitation of requirements/user stories may need further investigation to produce further requirements/user stories.
- **Complexity is a major issue.** As the elements of Print Re-Compete project are developed and integrated, the complexity of system/service interaction may grow in a non-linear fashion. Conflicting information from initial requirements/user stories, coupled with changes to external interfaces may result in additional risk.
- **It's the same, but different.** A project to replace systems and services will be comparable in its approach to previous pieces of work but many factors will influence its activities and how it is managed; project teams will be different with experience being a factor, the advancement of technology and processes have moved on, regulatory change may impact how we work and the appetite for risk could be different.
- **Fuzzy boundaries cause confusion.** Unless someone defines and controls the scope of the project and manages the boundaries of system/service elements, no one controls the definition of the external interfaces.

This Test Strategy is derived from the Organisational Test Strategy for Common Technology Services (CTS) and defines the approach for all testing activities within the Print Re-compete Project. It sets out the Customer stakeholders, the objectives of testing, the methods and processes, test phases/test types, Customer testing organisation and governance, and ways of working with suppliers and internal Customer cross-functional teams to gain assurance that test activities and outcomes meet our goals and objectives.

It sets the standards for the Print Re-Compete project and any supplier testing activities that are in-scope, covering the whole development life cycle for business applications, support systems and infrastructure.

2.2 The Print Re-Compete Test Strategy and CTS objectives

This Test Strategy and the processes and activities described in it will attempt to address key issues that will impact on the delivery of software, hardware, processes and other materials for the Print Re-Compete and will support the wider Digital & Technology objectives and aspirations to:

- Fix the basics;
- Reduce and manage technical debt and therefore:
 - Increase productivity;
 - Enable a clearer overall technology risk picture;
 - Support the provision of end-to-end Service Design and Integration.

By:

- Ensuring that testing becomes involved in projects early in the life cycle;
- Adding a risk-based approach to how we test;
- Adopt repeatable processes and procedures to produce consistent outcomes using well-defined test techniques.

All suppliers are expected to establish equivalent supporting documents and activities to ensure that the Test Strategy is fully embedded, to achieve maximum benefit for them and for the Customer. This will also ensure that suppliers' work is of an appropriate quality. Production of test data and establishment and on-going maintenance of Live-Like Environments is also covered, setting requirements but also providing advice and guidance, addressing other key challenges to a successful testing regime.

3. DOCUMENT CONTROL

3.1 Intended Audience

This document is intended for all Print User Focused stakeholders within HMCTS, the prison estate in Her Majesty's Prison and Probation Service (HMPPS), OPG, LAA and ALBs, including Authority and any supplier stakeholders. This document is a living document and subject to periodic update when important changes to the test approach are identified. There is a standard review cycle of three (3) Months although interim updates may be required to address changes to the Print Re-Compete project objectives or scope.

4. INTRODUCTION

4.1 Purpose

The purpose of this Test Strategy is to define an overarching approach for test activities and method for acceptance, testing all new or changed products, services and releases delivered and deployed by the Print Re-Compete project.

This document applies to all existing and future Print suppliers. It is a point of reference for how testing should be performed in-house, and by our suppliers. This Test Strategy was produced to support an agreed approach to testing with the supplier(s) in advance of creating the Test Plans and other test related documentation.

Implementation of this document, together with the Test Plans and specifications will assure the quality of testing undertaken during the programme. It will also provide a means to measure and improve the effectiveness and efficiency of testing as an organisation.

Testing of ICT systems is a process consisting of all life cycle activities where products and services are tested to determine completeness, evaluate fitness for purpose, fitness for use and therefore reduce the risks of errors before it is released to the production environment and the user community. Testing processes should interface with other project life cycle activities, including:

- **Requirements engineering** – each requirement/user story must be verifiable at some level by one of the four standard methods; inspection, analysis, demonstration or test. Tests that exercise specific functions or non-functional attributes will need to be created and traced to individual components.

- **Project Management** – the Test Manager will need to work together with Project Manager(s) within the Print Re-Compete Project to coordinate and manage testing activities and resources.
- **Production of technical documentation** – documents related to the verification and validation (V&V) of test objects in the design will need to be documented and managed.
- **System Development** – Technical processes in the designing and building a system define the required activities to V&V a product / system element and is required to provide quality checks at each phase/stage and to remove defects.
- **Maintenance** – test changes and ensure existing system has not been affected (regression) by that change.
- **Service Management** – The implementation and management of quality IT services that meet the needs of the business. IT service management is performed by IT service providers through an appropriate mix of people, process and information technology.
- **Live operations** – Assess system characteristics such as reliability, availability or overall proof of concept.

The design, development, test and introduction into service will need to be interoperable with the process activities, methods and techniques defined in the ITIL v.3 Service Life Cycle.

4.2 Test Objectives

- To provide the Print Re-Compete Project with a cost-effective mitigation of the risks associated with introducing changes to the Customer's operational environment;
- To prevent defects and reduce the likelihood of failures in the operational environment to an acceptable level by employing a range of testing techniques, tools and methods geared to the associated business criticality, budget, timescales and quality criteria for the project; and
- To establish and improve organisational testing practices by providing a basis for establishing, reviewing and continually improving the Customer CTS Organisational Test Strategy and all supporting test processes to meet the objectives of testing.

These objectives are underpinned by several test principles, whilst adopting a risk-based approach to testing. This is combined with the intention of re-using test assets wherever possible, measuring the value of testing for each project to ensure that testing remains a cost-effective means of risk mitigation where appropriate.

5. TEST APPROACH

5.1 Introduction

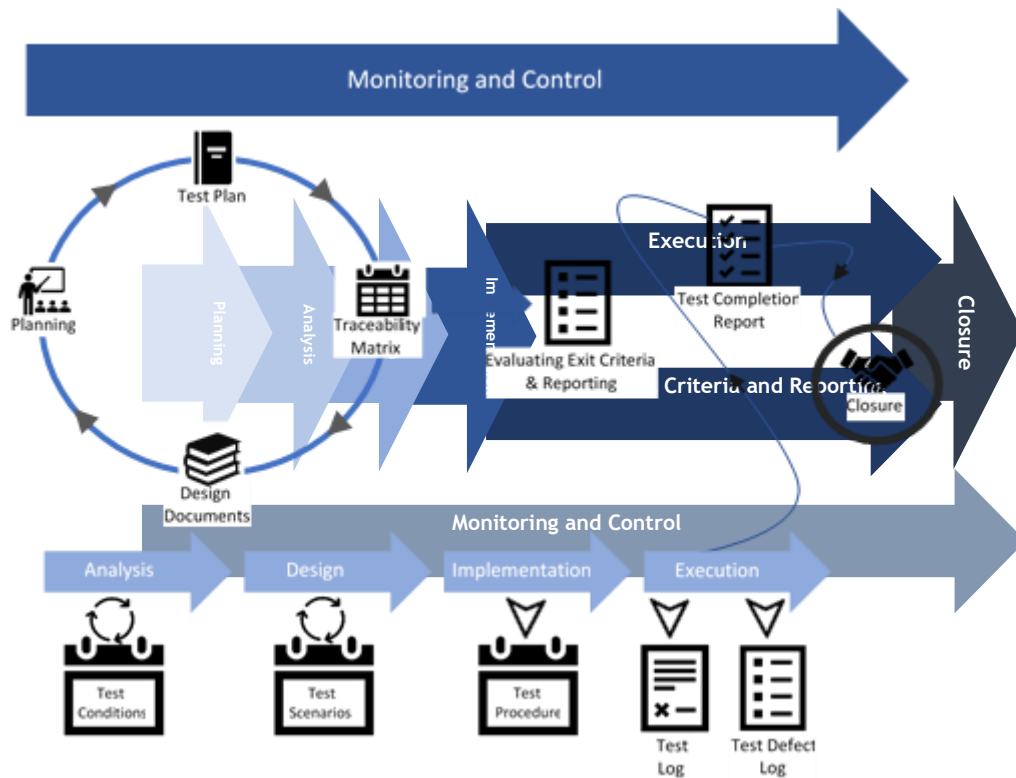
The test process is to be involved at project start to commence planning and find out how the project will be run, the resourcing and time frame for the project. As a result, test managers should work with development and project management to integrate and align with other project activities. This will also benefit the test team to gain a deeper understanding of the proposed solution, its software, role and its implementation.

The following subsections describe a plan driven approach with references to 'agile' ways of working. Figure 2 outlines the fundamental test process followed.

Figure 2 - The Test Process

Although sequential, the activities in the process may overlap or take place concurrently. For example, analysis and design may be performed in parallel with implementation and execution. One of the main reasons for this is that systems within a systems-of-systems design are usually at different stages within the life cycle.

Figure 3 below provides a view of the test process with some notional inputs and output for a plan driven project.



5.2 Test Planning & Control

Test Planning is the activity of:

- verifying the mission of testing for the Print Re-Compete Project (whether making changes that are pre-planned as well as reactive changes will have different goals and objectives);
- defining the scope and objectives of testing; and
- formulating the specification of test activities to the objectives and mission.

To do this, several factors influence Test Planning & Control in the context of the Print Re-Compete project where, what was right for the delivery of the current print service may not be right for re-procurement. The Test Manager will need to look at the resources, processes, development method used, and the technology being delivered to work out and plan what is needed for testing. Ensuring that testing is embedded with the rest of the project and how it fits the way the product(s) is being developed will be crucial to the whole process. This is relevant where the technology being delivered is the same, similar or very different to what (if any) was there before. To do test planning well, the Test Manager must arrange the test processes, including the associated activities and work products according to:

- the circumstances and needs of the other stakeholders;

- the culture and the level of test skill in the organisation;
- the test basis (the body of knowledge used as the basis for test analysis and design e.g. Design Documents, Requirements Specifications/Product Backlog, User Profiles etc.);
- the build, development and delivery activities (the development model in which testing occurs); and
- the level of acceptable risk to the business.

The Test Manager will need to employ techniques that are dependent upon the development method selected.

Risk based testing is a principle feature in software testing within CTS and the planning for it starts in the initial stages of a project. This is where risks identified are used to inform the test planning process, and the wider project regarding mitigating activities required to reduce those risks. For example, it could be identified that serious issues are found during requirements analysis (or earlier, during a research stage to study new ideas or enabling technologies) or defects are uncovered in the design specification. The test planning process could then point to the need for additional static testing (technical reviews) of the requirements and design specification and will also inform the need for priorities relative to dynamic testing as elements are built/integrated.

5.3 Test Analysis

This is the activity that defines what is to be measured. During the process of defining and designing dynamic tests, the Test Team analyses the test basis to find the test conditions/user stories. Whatever the development method used, the Test Team will need to establish that the test basis is fit for purpose and is of sufficient quality to be used for testing by establishing that it is:

- Accurate;
- Complete;
- Consistent;
- Compliant to standards and Service Level Agreements (SLAs);
- Traceable; and
- Verifiable.

Note: When verification is not completed, or the test basis being reviewed fails to meet an acceptable standard of quality, testing will be subjective and difficult to measure.

The granularity of test conditions will need to be identified and determined e.g. a high-risk feature may require detailed low-level test conditions to ensure coverage. Depending on the complexity of the project and the development method used, information will need to be cross-referenced to a Test Traceability Matrix (TTM), which is part of a Test Monitoring Framework.²

² A tool that supports the recording of requirements with associated tests and facilitates traceability through the test basis and layers of test documentation

5.4 Test Design

Test Design is the activity where test conditions/user stories identified during the analysis are transformed into tangible test cases, acceptance criteria and the definition of done (DoD)³ (and linked within the TTM). In Agile, the requirements evolve as the iterations progress where user feedback is obtained for subsequent iterations as well as continuous testing with overlapping test levels.

Test cases are to be prioritised so that the most important tests are executed first based on business criticality, complexity, risk and other test dependencies (Prioritised Backlog).

5.5 Test Implementation

The primary activity is the preparation of the test procedures/product backlog (manual and automated). It also includes finalising any test data requirements and test environments and forming a test execution schedule. During implementation, test procedures/product backlog and associated test cases/user stories are to be prioritised to ensure the objectives identified within this strategy are achieved in the most efficient way i.e. running the most important tests first, using the appropriate test technique and being cost effective.

5.6 Test Execution

Test execution begins when the system under test (SUT) is delivered to the appropriate environment and/or entry criteria for test execution has been satisfied. Test Analysts, when executing test procedures/user stories must bring the utmost attention and focus to this task, otherwise all the work of designing and implementing the test can be wasted when failures are missed, or test logging is incomplete.⁴ During test execution, test results must be logged appropriately. Adequate logging can address the coverage and repeatability concerns associated with dynamic testing. Since the test object, testware and test environment(s) may be evolving, logging should identify the specific versions tested.

It is imperative that when logging the outcome of a test execution, the tester records the identities and versions of the SUT, details of any test data and any test tools used. Some tests e.g. non-functional tests will require the provision of screen shots with a written description of what it is. These will be requested by the Customer Test Assurance Manager during the test design stage. If the test execution has been logged incorrectly, the result may be null, and void and the Customer Test Assurance Manager will request that the missing information is completed or the test re-run.

5.7 Test Monitoring & Control

Test monitoring is based upon 5 primary dimensions:

- Product risk;
- Defects encountered;
- Tests created/completed;
- Test Coverage; and
- Confidence.

³ DoD is critical, because it removes ambiguity from requirements and helps the team adhere to quality norms.

⁴ Test logging provides a chronological record of relevant details about the execution of tests and to events that surround them.

These measurements are related to a defined exit criterion as stated in the project Test Plan. Confidence is created by observing the general management of the test process and relies on accurate and objective documentary evidence of how the quality of the requirements are being measured and fulfilled.

Test control is the ongoing activity of comparing actual progress against the plan and reporting the status, including deviations from the plan. The Supplier Test Manager is to monitor progress throughout the project to control testing and is to consider the feedback from monitoring and control activities. When using test results to influence or measure control efforts on the project, the following options should be considered:

- Revising the risk analysis, test priorities and/or Test Plan;
- Adding resources or otherwise increasing the test effort;
- Delaying the release date; and
- Relaxing or strengthening the test exit criteria.

Note: Implementing such options typically require consensus among stakeholders and consent by Project Delivery Managers.

5.8 Evaluating Exit Criteria and Reporting

Evaluating exit criteria is the activity where test execution is assessed against the defined objectives and should be completed for each test level.

Testers will participate in providing the information to the various Print Re-Compete stakeholders to determine if the test exit criteria for a given test level have been met. Such information is likely to be largely concerned with how the test execution is progressing, test coverage and quality, but this will vary from project to project. Similarly, the Tester will provide information both throughout, and at the end of testing to the Supplier Test Manager to enable appropriate test reporting. Major tasks to evaluate exit criteria are:

- Checking test logs against the exit criteria specified in the test plan;
- Assessing if more tests are needed or if the exit criteria should be changed; and
- Writing a test summary report for stakeholders.

5.9 Test Reporting

Test Reporting is to communicate the progress of the project related to test to the Print Re-Compete stakeholders and is an ongoing activity. Reports may be Monthly, weekly or even daily, depending on whom they are for and what level of information the report is giving. This is to ensure any controlling action that may be necessary is identified and investigated at the earliest opportunity. Test Reporting may include:

- An analysis to discover what is happening with the product, project or process via test results;
- A general report to communicate test findings to interested project participants and Print Re-Compete project stakeholders; and
- Controls to change the course of the testing or for the project, and to monitor the results of the course correction.

5.10 **Test Suspension and Resumption Criteria**

Where a Test is suspended, the party responsible for the Test shall discuss the impact of the suspension with the other party, initiating Issue Management where suspension is likely to have an impact to the Test Exit Criteria or Planned Approval Date for the Service.

Any specific conditions of suspension and resumption will be detailed in the Test Plans.

5.11 **Defect Tracking and Resolution Approach**

A Defect Management Process is to be in place at project start to track issues from inception to resolution. Any bugs, anomalies, defects and test failures are addressed using a Defect Management Process.

The Defect Management process will provide a database repository of events that have deviated from a known plan. It will enable the classification of defects to provide the Project Team with a view of how, where and why defects are introduced into a software product and/or overall system. The main objective of this process is to gain resolution to outstanding defects that are potentially affecting the ability to meet the project/programme milestones or those that affect operational capabilities.

The database repository is used for the recording of observations, including anomalies, defects and suggested future enhancements, encountered during the execution of static and dynamic testing. Conditions that deviate from what was expected will be raised as an Observation Report and assessed as to whether it relates to defects in the test items, errors in the test procedures and/or test cases, defects in the test environment, in the test data or just human error. When an Observation Report is raised, it is recorded with as much detail as possible to support the investigation and then allocated to the appropriate team. This will ensure that testing can remain on track whilst the observation is under investigation. Depending on the type of defect, the development team will be responsible for either resolving the defect or identifying a workaround to mitigate the effects of the defect on further testing. As observations are raised (which can be ideas for improvement or enhancement requests), they will be reviewed and collated by the Test Team to preclude duplication of defect documentation and to ensure only real defects are raised.

The Defect Management process will be integrated with the CM and RM processes to allow the history of a change to project/programme components to refer to identified defects as a reason for change and to identify and assemble correct versions of project/programme components into a release for the product/system/service under development.

Any Supplier Test Strategy will need to set out how all the above conditions are handled and ensure that any difference in terminology is understood and agreed with the Customer. Wherever possible, standard ISTQB and ITIL definitions should be used for all terms.

5.12 **Confirmation Testing / Retesting and Regression Testing**

Confirmation testing or retesting will be conducted after the fixing of defects with the objective to confirm that failures caused by those defects do not re-occur. This type of testing is to demonstrate that the development activity to identify the cause of a defect, and the associated fix, has been successful. Whenever a change is made to a test item, consideration also needs to be given to the possibility of further defects being introduced because of the change. This is when other defects can be exposed where they were previously hidden.

Depending on the size and nature of a change will determine the number of tests repeated of an already tested program and this is where regression testing comes in. Regression tests are executed when the software or its environment is changed and involves testing the same part of the software that has been tested before modification to discover if any defects are introduced or uncovered because of a change. The assessment of how much regression testing to undertake, and when it is to be conducted according to the nature of the change will need to be assessed. This will require input from the development team to help guide the test team's test selection.

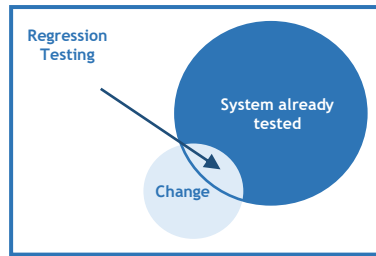


Figure 3 - Area of Regression

Regression testing can be performed at all test levels within the Print Re-Compete project and applies to functional and Non-Functional testing.

5.13 Test Closure Activities

Test closure activities include the collection of data from completed test activities to consolidate experience, testware, facts and numbers. For example, when a software system is released, a test project is completed (or cancelled), a milestone has been achieved, or a maintenance release has been completed.

Test Closure activities include the following major tasks:

- Checking which planned deliverables have been delivered, closing defect reports or raising change records for any that remain open and documenting the acceptance of the system;
- Finalising and archiving testware, test environments and the test infrastructure for later use; and
- Analysing 'Lessons Identified' for future projects and releases and the improvement of CTS test processes e.g. update this document and the Organisational Test Strategy.

6. TEST PRINCIPLES AND CONTROLS

Several testing principles were recognised and established over the years for measuring quality. These principles support the analysis and evaluation of products, systems and processes to meet specified requirements and/or user/customer needs and expectations.

6.1 Test Principles

Table 1 sets out the following principles to govern all testing activities within the Print Re-Compete project in support of the test process and its objectives.

Table 1 – The Principles of Testing

Ref	Test Principles
1	Testing shows the presence of defects. Testing can show that defects are present but cannot prove that there are not defects. Testing reduces the probability of undiscovered defects remaining in the software but, even if no defects are found, it is not a proof of correctness.
2	Exhaustive testing is impossible. Testing everything (all combinations of inputs and preconditions) is not feasible except for trivial cases. Instead of exhaustive testing, risk analysis and priorities should be used to focus testing

	efforts.
3	Early Testing. Testing activities should start as early as possible and should be focused on defined objectives.
4	Defect Clustering. A small number of software modules contain most of the defects during pre-release testing or are responsible for most operational failures.
5	Pesticide Paradox. If the same tests are executed repeatedly, eventually the same set of Test Cases will no longer find any new defects. To overcome this, the Test Cases need to be regularly reviewed and revised and new and different tests need to be written to exercise different parts of the software or system to potentially find more defects.
6	Testing is context dependent. Testing is done differently in different contexts. For example, to fit types of technology, people involved, schedule, money etc.
7	Absence-of-errors fallacy. Finding and fixing defects does not help if the system built is unusable and does not fulfil the users' needs and expectations.

6.2 Test Controls

The status of the Print Re-Compete project will need to be monitored to ensure that the project performs according to plans and schedules, within projected budgets, and to satisfy technical objectives. Test Controls involve both corrective and preventative actions that may trigger activities within other areas of the project e.g. other technical processes or project processes that are used to develop software or services.

Table 2 sets out a brief explanation of the test controls to be adopted by using the MoSCoW method.⁵

Table 2 – Test Controls

Ref	Test Controls	MoSCoW
1	Early engagement of testing – The Test Team will need early sight of project to ensure they are properly assessed for testing requirements in terms of scope, timescales and budget, as well as for ensuring clear and unambiguous acceptance criteria.	M
2	Test selection and prioritisation according to risk – focus testing on the highest risk areas according to a documented testing risk assessment.	M
3	All tests must be planned, repeatable and traceable – to gain maximum benefit testing products must be produced according to the associated	M

⁵ MoSCoW - Must-have, Should-have, Could-have, Will not have at this time.

	product descriptions, test plans must be created to cover all testing activities, test cases must be designed and implemented, test execution must be recorded, and the outcome of testing must be clearly reported in an accessible manner at the right levels.	
4	Supplier sub-contractors must adopt equivalent controls for testing – this means that the supplier has a responsibility to assure the testing processes and controls of its sub-contractors.	M
5	Re-use of test assets – testing needs to provide future value so the management of test assets for re-use is key.	M
6	Test Readiness Reviews & Test Exit Reviews – all tests under the control of a test plan must be subjected to a formal test entry review to ensure the entry criteria have been met i.e. testing starts when the entry criteria have been met so if the scheduled start date is missed, management action is needed to maintain the test schedule or slippage will occur; all tests must be subjected to a formal test exit review to ensure that the exit criteria have been met and the test can be formally declared as complete.	M
7	Test Completion Reports to be produced for each test plan – every test plan will have an associated test completion report to formally close the test activity.	M
8	Re-testing and Regression testing – when defects are fixed they will be subjected to re-test to confirm that the fix is effective; consideration must also be given to the need to administer regression tests, based on the balance of risk for the underlying changes made for the fix and any other changes made in the release.	M
9	The test process and development model – This Test Strategy is development method agnostic and neither mandates nor excludes individual development methodologies; if they conform to the requirements of the project and support the test objectives, test principles, processes and controls in this document, the development method will be acceptable. Notwithstanding, the supplier will be required to define how their test processes interact with the development methods they plan to use and set out in the associated Supplier Test Strategy.	M
10	Observation management strategy – Observations made during any testing process need to be managed properly; this is complemented by the Defect Management Process, which will manage defects in the test items detected during test execution.	M
11	Adoption of standards – wherever possible use existing corporate, national and international standards, as well as track emerging standards to ensure on-going use of industry best practice.	S
12	Testing should be as independent as possible – this is to ensure that tests are established objectively and without undue pressure from project management and technical areas.	S

13	Allow sufficient time for testing – give due consideration to the risks associated with a test, ensuring sufficient cycles are planned and that there is time for implementing repairs.	S
14	Test phase containment – fix defects in the test phase where they are detected wherever possible rather than defer the risk until a later test phase.	S
15	Test early – run a test as early in the testing lifecycle as possible to mitigate risk in the later test phases.	S
16	The Customer will assure supplier testing to de-risk acceptance testing – Customer will to assure supplier testing. Test assurance is not mandatory in all cases – it is employed only where it adds value.	S
17	Use of test management tools – to assist with creation and management of tests, building a re-usable library of tests and retention of test results and defects, using industry standard tools, to avoid issues with using non-specialised tools such as MS Office products.	S
18	Early use of mock services/simulators to de-risk integration testing – where possible mock services or scaled down simulators can be deployed to third parties for them to conduct integration testing ahead of a final system integration test phase.	S
19	Use of static testing techniques – static testing is a formal process that will be applied to the test basis as well as to designated test items; this ensures that requirements and designs are sufficiently well specified and are testable.	S
20	Testing processes should be measured – this ensures that the value of testing can be established, as well as to inform process improvement activities.	S
21	Suspension & resumption of testing – under circumstances set out in a test plan, testing during the Print Re-Compete project may be suspended and then later resumed; such actions will be recorded and may result in project risks and/or issues being raised, depending on the nature of the interruption to testing.	C
22	Consider the timing of non-functional testing – non-functional testing can be expensive so there is a need to avoid re-testing due to functional changes wherever possible and practicable to do so.	C
23	Use of test automation – automation of tests can incur setup and maintenance costs that are a significant multiple of running a test manually but can bring substantial benefit where tests need to be re-run multiple times during the life of a product.	C
24	Use of virtualisation in test environments – virtualisation can be an effective way of quickly standing up test environments but has an initial start-up cost that needs to be taken in the context outside of individual projects.	C

7. TEST DELIVERABLES

7.1 Test Strategy

The Supplier is to develop a project Test Strategy which sets out their overarching approach to testing, organisation and governance and methods and processes used, as soon as practicable. The Supplier Test Strategy will require Approval from the Authority. This can be a stand-alone document or as part of a Test Plan.

This document and the test processes and procedures in it shall take precedence in the event of conflicts with the approved Supplier Test Strategy.

7.2 Test Plans

Test Plans will be produced that document the test approach for each phase/stage to which it relates, along with the test success criteria to be met for the Approval of the Authority as soon as practicable.

Each test phase/stage may contain one or more test execution cycles, which are to be defined in the test plans.

7.3 Test Specifications

For each Test Plan, corresponding Test Specifications/procedures will be produced detailing the scenarios and scripts to be followed during test execution.

These will need to include dates and methods by which the Authority can inspect Test Results or witness Tests to establish the Acceptance Criteria have been met.

Timetables and resources which would be required.

7.4 Test Progress Reports

Test Progress Reporting will be produced to provide a means of collecting suitable measures to monitor test progress and identify any test related risks.

7.5 Test Completion Report

Test Completion Reports (TCR) provides a summary of the testing that was performed and will be produced as part of Test Closure Activities.

8. LIFECYCLE DEVELOPMENT MODELS & TEST PHASES

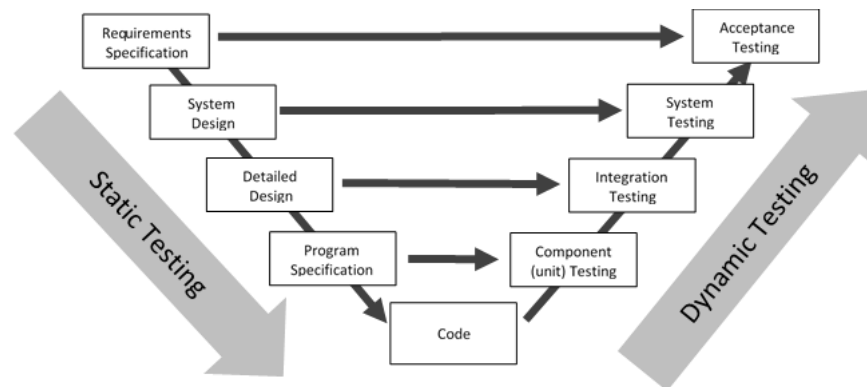
This section sets out the complete set of test phases that a project could utilise, noting that not all projects will necessarily undergo all test phases. Also, there are various development models, such as Waterfall, Spiral and Agile are used to define the start, stop and process activities appropriated to the lifecycle stages.

8.1 Development Methods

Many organisations, including CTS favour the 'bottom up approach' where the piecing together from a concept gives rise to more complex elements⁶. This encourages the use of early testing and is used in iterative and incremental development methods. Figure 4 below is the V-Model. Although a 'top-down approach', this is the standard system engineering

⁶ Management architectures within service development need to be 'top-down' to ensure that the overall result is designed with the needs of the business as the key driver of the other areas of the design.

model. Its mentioned here because most suppliers use it, it illustrates the importance of involving test early and no matter what development method is in use, there is still the need for start and stop points, and the V-Model although linear, illustrates that well.



The left side depicts the evolving baseline from User Requirements to the detailed design of a system from concept to final system. As elements are built they are verified and validated – there will be some overlap and backtracking between phases. The downward iterations are an essential opportunity for risk management investigations and actions, which emphasis the need for static testing; is the requirement testable? Are we building the right product? The further downward we go, the more opportunity we have, to validate the elements of the system with their corresponding dynamic test activity on the right.

8.1.1 Incremental development

Incremental development involves establishing requirements, designing, building and testing the system in pieces, which means the software's features are grown incrementally. The requirements are prioritised and delivered in priority order in the appropriate increment like a mini or sub-project. In some, but not all versions of this life cycle model, each sub-project follows a mini V-Model with its own design, coding and testing stages.

8.1.2 Iterative development

Iterative development is where a project is broken down into a larger number of iterations, often of a fixed duration. An iteration is a set of mini-sequential cycles where all phases of the development are completed for a small part of the system, resulting in a release (internal or external) of working software, a subset of the final product under development. This grows from iteration to iteration before it becomes the final product.

8.1.3 SCRUM

Scrum is one of the more popular agile methodologies and has a more complex set of development principles that are non-negotiable that focus on the management aspects to facilitate a project.

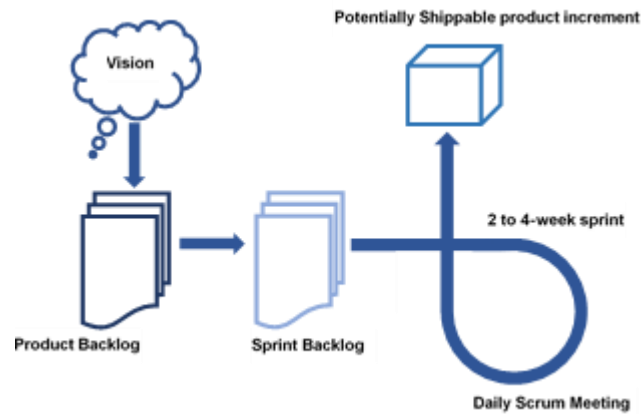


Figure 4 – SCUM

Incremental development is concerned with tracking the progress of development of individual features in a sequential manner, where iterative development is not. The iterative approach has no number of steps, rather development is done through cycles where requirements are not refined. Iterative development is focused on creating a working prototype first and then adding features in further development cycles. Incremental and iterative models are similar. Most design/test architects will agree that incremental and iterative development is best suited to smaller, less complex systems or to system elements. The spiral in Figure 7 below is a good representation of the concept.

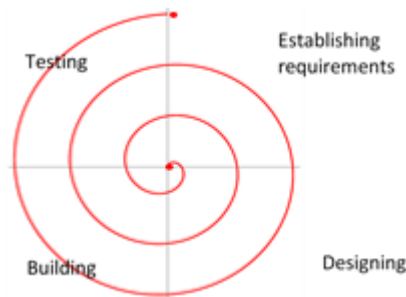


Figure 5 – Iterative & Incremental models

Both Iterative and incremental models show that:

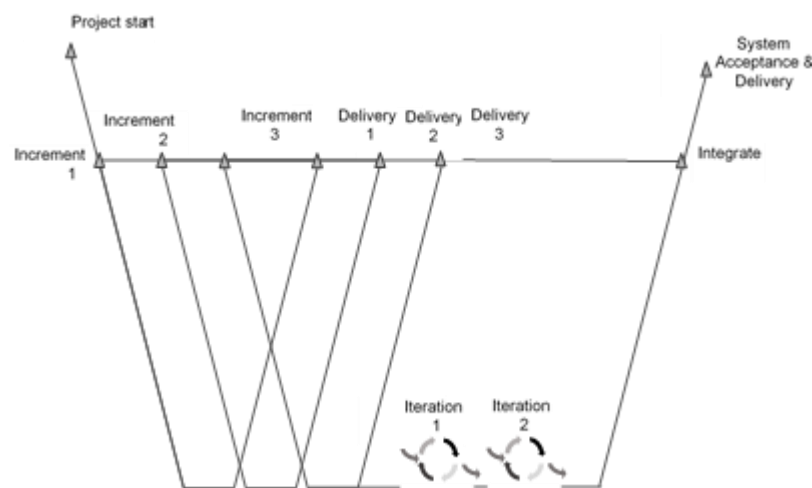
- The software development life cycle is repeated over several iterations;
- V&V is completed during each iteration;
- Change is expected and during each iteration the system becomes more mature;
- Development stops when predefined criteria is met, whether in terms of budget, time or requirements.

Iterative and Incremental models are very similar, although there are subtle differences between them. For example:

- A product is not released/delivered in iterative development until all planned iterations have been completed;
- In Incremental development a product is released to the customer regardless of its current state after each iteration.

Development should not be too narrow in the view to follow a particular method. Models are valuable in the way they help us understand simple concepts, but all that can be drawn from them are the concepts that the model has been designed to represent.

Projects treading new ground or providing similar services to what is currently in use may also be dissimilar in its approach; project teams will be different, experience may be a factor, the advancement of technology, processes have moved on, all against a (notional) back-drop of risk, reduced time and limited funds will influence how it is managed. For example, it might be the case that a plan-driven method that include; requirements, design, build, test and deploy, which is probably considered to be a traditional (linear) method of building systems and services is necessary. This will be to coordinate large teams against a sequential 'top down approach' where most requirements are well defined. But there may also be a requirement to follow incremental and iterative development methods, as well as the adopted plan driven approach. Figure 8 depicts a top down approach (V-Model) where development of specific functionality may be needed to be performed incrementally to allow for a future technology insertion or potential changes in needs or requirements later in the project.



The only directive this document shall give is that the life cycle model adopted for the Print Re-Compete project will need to be consistent with the Customer's aims and objectives that have been defined for the project, and within the context of the organisation, using effective and proven methods and tools. The chosen software development life cycle model will guide the choice of test activities and will need to have the following characteristics:

- For every development activity there is a corresponding test activity;
- The tests satisfy success/acceptance criteria;
- Each test level has test objectives specific to that level;
- The analysis and design of tests for a given test level should begin during the corresponding development activity;
- Test Analysts should be involved in reviewing documents as soon as drafts are available in the development life cycle.

8.2 Test Phases/Stages

The following test phases are typically combined to cover all the testing required throughout a testing project as components move from development environment into the system environment, integration environment and acceptance environment, finally into the live production environment.

Table 3 – Test Levels

Product/Component/ Application	Environment	Lead	Lifecycle Stages*
Level of Testing			
Unit Testing	Supplier Development	Supplier or other Authority Provider	Build
Component Integration Testing	Supplier Test	Supplier or other Authority Provider	Build
System Testing	Supplier Test	Supplier or other Authority Provider	Build
System Integration Testing**	Pre-Production (integrated)	Supplier or other Authority Provider	Build
Operational Acceptance Testing***	Pre-Production (integrated)	Authority or other Authority Provider	Ready for service
User Acceptance Testing	Pre-Production (integrated)	Authority Test Team	Ready for service
Service Acceptance Testing	Live Environment	Authority or other Authority Provider	Implementation
Pilot Testing	Live Environment	Authority or other Authority Provider	Implementation
Break/Fix Testing	Pre-Production (Integrated)	Authority or other Authority Provider	Live Service

TBC

*Phase test planning and test design would normally occur during the Design Stage; test implementation would normally occur during the Build Stage (or beyond for the later test phases).

** It is envisaged that this will be conducted by the Supplier with oversight by the Authority test team.

*** OAT or Operational Readiness Review and can include Service Management Acceptance Testing (SMAT). SMAT can be identified distinctly as a separate phase.

Whilst the table above presents an order of progression, there is often a degree of scheduling overlap between the latter phases. There may also be elements of OAT spread between System Test (ST) and System Integration Test (SIT) and User Acceptance Testing (UAT) may occur after SIT. This all depends on the risks, environment and resource availability and commercial aspects of the project.

Certain test types will often be employed in more than one test phase. This is necessary where there are known to be differences between the environments used for each test phase and/or with the live production environment, and to account for tests conducted by

Test Analysts as opposed to users and operators/maintainers of the system or service. Where test types are repeated, consideration needs to be given to the breadth and depth of any later tests to ensure that tests are efficient and cost-effective. Each test phase will therefore need to give due consideration to the test types it needs to employ.

8.2.1 Unit/Component Testing

This is the lowest level of testing that verifies the functionality of separately testable elements of software such as objects, classes, modules and programs. Component testing is usually done in isolation, depending on the context of the development life cycle and the system. It may also include structural testing such as branch coverage and the examination of resource behaviour. Typically, component testing is executed with access to the code being tested and in a development environment and usually carried out by the programmer who wrote the code. One approach to component testing is to prepare and automate test cases before any code is cut. This is called Test Driven Development (TDD) or test-first approach. This approach is highly iterative and is based on cycles of building test cases, then building and integrating small pieces of code and testing the component until they pass.

8.2.2 Integration Testing

Integration testing verifies the interfaces between components, interfaces with different parts of a system such as the infrastructure, services (Active Directory, Dynamic Host Control Protocol (DHCP)), data traffic routing, authentication and application interoperability and other test objects between systems etc. There may be more than one level of integration testing and it may be carried out on test objects of varying sizes.

(a) Component Integration Testing

This test phase is conducted in a development environment, to ensure that tested units/components combine and interoperate, culminating in a complete integrated system. Integration will use one or more approaches such as top-down (using stubs), bottom-up (using drivers), or big-bang, and will normally be conducted by integration specialists.

(b) Early System Integration Testing

For units or components having interfaces with other internal systems or with external systems, after unit/component testing there is an opportunity to de-risk system integration testing by performing Early System Integration Testing. This is where the tested unit or component is deployed on a development machine that is connected to the equivalent unit, system or simulator in order to ensure correct interoperability.

Where a new interface is being developed, the relevant parties would collaborate in an early integration test to get the interface working to specification, then each would typically provide a simulator or mock service to the other supplier for their on-going internal testing. This brings a number of benefits but also potentially significant issues, not least commercial issues of ownership, health and safety, support and maintenance, as well as potential compatibility issues with the supplier's own hosting environment. Where such issues cannot be overcome, it may be possible to provide remote access to such simulators and mock services.

Projects must plan to undertake Early System Integration Testing as the normal approach, providing a suitable justification where a deviation to the norm is proposed in the Test Strategy.

8.2.3 System Integration Testing

Also known as “integration in the large”, this test phase tests the system against the wider environment. The tests will be controlled by a nominated system integration lead, which will either be the developing organisation, or another party allocated to this role. Where the system has straightforward internal interfaces or is relatively standalone, the system integration lead could be the developing organisation. For more complex solutions, the system integration lead will be designated as one of the developing organisations or a specialist organisation appointed to the role.

The wider environment may comprise interfaces with internal systems and/or external systems. Internal in this context is other systems supplied by the same supplier under contract to the Customer. External systems are those provided by other Customer suppliers or in Other Government Departments (OGDs) even if it happens to be the same supplier. System integration testing normally carries significant risk given the potential number of parties involved and the complexities of system interfaces.

The general approach to integration will need to be considered in the Supplier Test Strategy and set in the associated test plan. This will typically be progressive rather than big-bang, using all tested systems, but this Test Strategy specifically does not mandate one approach over another. The order of integration will require careful consideration and is often influenced by availability of systems according to the overall project plan and availability of specialist resources and environments.

8.2.4 System Testing

System testing comprises functional and non-functional testing of the integrated system, typically conducted by a dedicated test team in one or more separate test environments, to ensure the system as a whole conforms to its specification. Interfaces with other internal systems and any external systems are simulated. This test phase is often referred to as “verification” (“have we built the solution right”), as opposed to acceptance testing which is often referred to as “validation” (“have we built the right solution”).

System testing is often where there is a focus on performance testing. Since performance testing is an expensive test to conduct, it is essential to de-risk this as far as possible by completing functional testing first, to avoid the need for a re-test due to wholesale functional changes.

8.2.5 Operational Acceptance Testing

Operational Acceptance Testing (OAT) is designed to confirm that the system or service can be operated day-to-day as well as being supportable and maintainable and meeting the required service levels, for the designated user base. OAT is normally conducted in a tightly controlled Live-Like Environment and is comprised of a wide range of test types. Since the Customer’s systems and services are generally operated by the developing organisation under the same contract, OAT is usually performed by the various operational teams within the supplier organisation. However, there will generally be operational reporting requirements set by Customer Service Management, and these will be also be tested and confirmed during OAT. Sometimes this specific aspect of OAT testing is identified distinctly as Service Management Acceptance Testing (SMAT).

Due to the complexities and different parties involved in OAT, this nearly always requires its own test plan and, in some cases, separate test plans covering the different test types with different areas of the operational and service management organisations. The general approach will be set out in the project Test Strategy and project/release test plan.

8.2.6 User Acceptance Testing

User Acceptance Testing (UAT) comprises functional testing of the service by or on behalf of the end users of the system, during which the service is confirmed as conforming to the associated business processes and usability requirements. Although it is primarily a functional test phase, any stability or performance issues will be noted. UAT is performed in a Live-Like Environment, based on the business processes and user-based use cases as well as specific user requirements, using user guides and training material to design test procedures.

UAT is often also used as a form of Contractual Acceptance between the customer (in this case the Customer) and the supplier. However, since there are test phases that follow UAT in this model, final acceptance can only be granted after the final test phase has completed successfully and all other contractual requirements have been met. This Test Strategy assumes that contractual acceptance will be handled by the project management team and that any inputs from testing required at contractual milestones in support of final acceptance will be clearly communicated to the testing team and clearly marked in the project schedule as milestone dependencies.

UAT test conditions and test cases will be identified in conjunction with business users assigned by the Senior User or Senior Business Owner as applicable. The Senior Business Owner or Senior User will be responsible for approving the UAT test plan and the UAT test completion report.

8.2.7 Service Acceptance Testing

Service Acceptance Testing (SAT) is designed to confirm that the system has been deployed correctly to the Live Environment and is ready for use by the end users and operational users, including any conversion/migration and/or cutover activities. SAT will also ensure that the systems and service components are visible to operational monitoring and management systems. Where the system or service is deployed to multiple locations, SAT will normally be conducted at each location. Usually a critical sub-set of functional and non-functional tests would be conducted to confirm successful deployment, rather than creating new tests.

For complex or high-risk migrations from the existing service to a new service it may be necessary to dry-run the migration processes, validating that the migration can perform successfully in the Live Environment before finally committing to undertaking it for real. This may be done on the target platform if this is new, or a “live proving” environment if the existing platform is to be re-used. Alternatively, the migration can operate on a go/no-go basis, with an actual migration planned but if it fails the existing system or service will continue until the defect has been rectified. The actual approach will need to be set out in the project Test Strategy.

For new versions of an existing service being deployed on the same platform where migration of users and/or data is also required, consideration should be given to the risks associated with such a migration as opposed to creating the new service on a new platform to then migrate to and cutover to. This is not however a testing consideration but a project and service transition/service delivery consideration – testing will ensure, where required, that the migration and cutover procedures operate correctly within the designated time period.

8.2.8 Pilot Testing

Pilot testing is designed to mitigate any residual risks by deploying the new or changed system or service to a limited set of users or locations in the Live Environment prior to a full-scale deployment. This test phase can also be used to test the effectiveness of the training

and communication plans, as well as identifying any issues with logistical aspects where multiple site deployments are needed during rollout.

Pilot testing will be defined by the Business Service Owner or Business System Owner as applicable, with the Pilot test plan and Pilot test completion report approved by the Senior Business Owner or Senior User as applicable.

9. TEST ENTRY & EXIT REVIEW

Test Entry reviews will be held prior to commencement of testing. Test Exit reviews will be held post-test execution.

9.1 Test Entry Review

Test Entry Review will be a set of entry criteria detailed within the Test Plan to assess the readiness for testing and will include:

- The Test Basis on which the Tests have been designed has been baselined and under formal Configuration Control. This may include but not be limited to requirement specifications, design specifications, interface specifications, user guides, operations manuals, training material, installation guides, technical reference manuals;
- Previous Test Phases (if applicable) have completed successfully according to their documented Test Exit Criteria, or exceptions agreed, and a remediation plan agreed and/or risk accepted accordingly;
- All Test Products contributing to the Tests have been baselined;
- Test suspension and resumption criteria has been agreed;
- Test logging obligations are understood – see the section on Test Execution;
- Test Data is available and has been verified as sufficient for the purposes of the Tests;
- Defect Tracking and Resolution Approach is agreed and in place;
- The test environment is available and under configuration control;
- Resources are available to execute the tests, record the results, make decisions (suspension and resumption, apply defect severity level) and act on any anomaly that may arise;
- Any specified Test Tools are available and have been verified as sufficient for the purposes of the Tests;
- A Test Readiness Review meeting is to be held.

9.2 Test Exit Review

The Test Exit Review will be held at the end of testing and will be based upon a set of exit criteria detailed within the Test Plan and include:

- Test Coverage has been achieved for the Test Item(s), including any Regression Testing, or exceptions have been raised and agreed by the Authority;

- Unresolved Defect Reports do not exceed the specified threshold, and each has an agreed remediation plan;
- Changes required in the Test Basis, Test Item(s) or Test Products because of the Tests have been completed and baselined;
- Where changes have been made to the Test Items that a new Release Record has been produced and baselined accordingly;
- Daily Test Metric reports (or at a frequency agreed in the Test Plan) have been issued;
- Test Execution Deliverables have been archived;
- A Test Completion Report has been produced for approval by the designated Party; and,
- The number of outstanding defects of each Defect Severity satisfies the defect class scheme defined in the appropriate Test Plan.

All unresolved Defect Reports after a Test Phase shall be carried over to the next Test Phase and evaluated against that phase's Exit Criteria; where there are no further Test Phases defined all such unresolved Defect Reports shall be evaluated against the applicable Acceptance Criteria. It is expected that any unresolved Defect Reports at go live will be recorded as live service Incidents for future resolution.

The Authority shall have the right to determine that the risks associated with unresolved Defect Reports are such that the Test Exit Criteria are deemed to have not been met.

10. TEST METRICS TO BE COLLECTED

The following (as a minimum) shall be reported in the TCR:

Table 4 – Test Metrics

Test Metrics	Total Number or Tests	Percentage Passed
Total Planned Tests		
No. of tests passed		
No. of tests passed with exception (not completed)		
No. of tests blocked		
No. of tests out of scope		
No. of tests deferred		
No. of tests failed		

11. TEST DATA REQUIREMENTS

The Supplier will need to ensure that any proposed sources and use of Test Data that it provides would cause neither the Supplier nor the Authority to breach any of its applicable obligations under the Data Protection Legislation and would not cause the Authority to breach the terms of its registration under the Data Protection Act 2018.

12. TEST ENVIRONMENT REQUIREMENTS

When a test environment is used by a test phase for Dynamic Testing within the Print Re-Compete Project, it is expected that this will occur in a controlled manner.

The use of Non-Live Environments (NLE) will need to be established and will need to include details of:

Hardware;

Software;

Peripherals

Communication means e.g. internet access

Tools;

Security;

Location (if physical) or details of virtualisation environment;

Accessories

13. TEST ACTIVITIES AND ESTIMATES

This section will need to identify all necessary testing activities for the Print Re-Compete Project based on the test process used. The test activities for acceptance will be broken down into several main activities in accordance with each project design document(s):

- TBC.

14. STAFFING

14.1 Test Services provided by Service Validation & Testing

The role of the SV&T Assurance Manager in the Print Re-Compete Project.

Due to a limitation in resources and commitments to other projects, SV&T can only perform the following Test Governance services shown in *italics* in the table below.

Table 5 – SV&T Services for the Print Re-Compete Project

Product/Service	Description	When?
<i>Strategic Leadership</i>	<i>Responsible for developing, implementing and maintaining the Print Re-Compete Test Strategy.</i>	<i>Ongoing.</i>
<i>Advice & Support</i>	<i>Provide test expertise to Customer Project Teams to support the understanding between development of a work product or service and the test activities within a life cycle model.</i> <i>To provide advice, leadership and direction to the Project Team to improve the effectiveness of testing and test reporting.</i>	<i>PMs and development teams engage with SV&T at project initiation and continue until project closure.</i>

Product/Service	Description	When?
Model Courts/Offices & NLEs ⁷	Act as a “Model Court & NLEs Product Owner” responsible for: Overseeing and assuring the on-going delivery of support by suppliers Acting as the point of escalation for all issues affecting the Model Court & NLEs Ensuring that the Model Court & NLEs remain fit for purpose and aligned to the live production environment	Ongoing. However, PMs and development teams will need to engage with SV&T at project initiation and continue until project closure to identify the project’s requirements for test environments. All project-specific test environments must be fully funded by the project.
<i>Test Management</i>	Manage, lead and coordinate systems/technical integration testing including: <i>Measuring and analysing test results;</i> <i>Monitoring and documenting progress;</i> Test coverage and phase/stage entry/exit criteria; Initiation of corrective actions.	<i>PMs and development teams engage with SV&T at project initiation and continue until project closure.</i>
<i>Resourcing</i>	<i>Assist with test resourcing: writing job descriptions, short-listing and interviewing candidates.</i>	<i>During planning.</i>
<i>Independent V&V</i>	<i>Provide confidence and independent assurance to the management and stakeholders on the thoroughness, completeness and quality for test related activities in accordance with Business Requirements, Service Requirements Management and Technical Design Requirements.</i> <i>Responsible for verifying and validating ITIL processes/technical solution (OAT), for onboarding of IT products and services.</i>	<i>PMs and development teams engage with SV&T at project initiation and continue until project closure.</i>
<i>Risk reduction and mitigation</i>	<i>Contribute to the Print Re-Compete RAID log.</i> <i>Own and manage test-related risks and issues</i> <i>Provide independent information to stakeholders to support the decision process, points of technique, documentation, reporting & pre-contract advice and guidance on testing matters.</i>	<i>PMs and development teams engage with SV&T at project initiation and continue until project closure.</i>
Test deliverables – Test Traceability Matrix	One of the tools used within a Test Monitoring Framework is the TTM. From the Customer’s perspective and when working with a supplier, the TTM is where an overall understanding of where the supplier is perceived to be in relation to proving what we have asked for is what is being provided; are they building the product	Engage PMs and development teams at project initiation. Initial TTM should be produced when the test basis is understood, and test

⁷ It is unknown what pre-production environments will be used by the project at this time.

Product/Service	Description	When?
	right, are they building the right product? In other words, does the system do what the user expects? The TTM allows for horizontal traceability, tracking back and forth the links of one entity to another and enabling the test coverage achieved to be determined i.e. have they done what they said they were going to do? It also enables for a reliable analysis with requirements on whether specific elements or areas of software have been tested appropriately and whether to request additional testing in those areas. It can also keep track of software versions that were tested and cross referenced to any defects, issues and observations that were uncovered. For the Supplier, it's a repository of the test effort that is used to keep track of their own testing regime (and that of any Subject Matter Expert sub-contracted by the prime to do work on their behalf) and encourage confidence within the customer that testing is being done well.	analysis process has started.
Test deliverables – Test Plan ⁸	Documentation describing the test objectives to be achieved and the means and the schedule for achieving them, organized to coordinate testing activities.	PMs and development teams engage with SV&T during the development stage and continue until project closure.
Test deliverables – Test Schedule	A list of activities, tasks or events of the test process, identifying their intended start and finish dates and/or times, and interdependencies.	PMs and development teams engage with SV&T during the development stage.
Test deliverables – Test Log	A chronological record of relevant details about the execution of tests.	PMs and development teams engage with SV&T during the development stage.
Test deliverables – Test Summary Report	A test report that provide an evaluation of the corresponding test items against the exit criteria.	PMs and development teams to engage SV&T before test execution stage.
Test deliverables – Test Completion Report	A test report provided when agreement has been reached that the testing activities detailed in a Test Plan are complete.	PMs and development teams to engage SV&T before test execution stage.

14.2 Roles, activities and responsibilities

A small core team of experienced Test Managers funded by CTS may maintain oversight of all Print Re-Compete Project testing. This core team of Civil Servants will be supplemented by additional Test Managers and/or Testers who will be funded by the project. This additional

⁸ SV&Ts involvement will depend upon time.

resource will remain in place only for the duration of the project and will typically either be contractors or seconded business users.

14.2.1 Test Managers

The provision of a Test Manager to the Print Re-Compete Project.

Specifically, the Test Manager is responsible for:

- Communicating with the Project Manager (PM) and other stakeholders on testing;
- Forming the main point of escalation on Testing matters for the PM;
- Monitoring compliance with this document, test processes and templates;
- Supporting testing teams in the application of the Test Strategy, processes and templates;
- Feeding into the test Milestones on the Print Re-Compete Project Plan;
- Producing Test Plans and Test Specifications for test activities;
- Preparing test estimates for project test activities;
- Monitoring any testing undertaken;
- Compiling TCRs;
- Managing Defects and Producing Defect Status Reports;
- Working with the PM to co-ordinate testing activities and manage dependencies;
- Resolving any testing issues escalated by test teams;
- ***Producing Testing Status Reports.***

15. SCHEDULE

Scheduling for each test activity and test acceptance for the programme will be defined in the project test plan.

16. STAKEHOLDERS

The key stakeholders of the Print Re-compete Test Strategy are:

- Customer Project Delivery
- Customer Service Operations
- Customer Technical Architecture & Engineering
- Customer Programme Board
- Customer Project Managers

- Customer Test Managers
- Supplier Project Managers
- Supplier Test Managers

CALL OFF SCHEDULE 6: SERVICE LEVELS, CALL OFF KPIS AND SERVICE CREDITS

1. SCOPE

- 1.1 This Call Off Schedule 6 (Service Levels, Call off KPIS and Service Credits) sets out the Service Levels and Call Off KPIS which the Supplier is required to achieve when providing the Goods and/or Services, the mechanism by which Service Level Failures and Critical Service Level Failures will be managed and the method by which the Supplier's performance in the provision by it of the Goods and/or Services will be monitored.
- 1.2 The parties agree and acknowledge that the following Service Levels shall apply:
 - 1.2.1 during the Implementation Period, where the Supplier provides Managed Print Services to support Legacy Print Equipment the Legacy Service Levels and Legacy Call Off KPIS shall apply;
 - 1.2.2 where the Supplier provides Managed Print Services to support Refreshed Print Equipment (and where appropriate from the date on which Legacy Print Equipment is replaced with Refreshed Print Equipment in accordance with the Implementation Plan), the Refresh Service Levels and Refresh Call Off KPIS shall apply; and
 - 1.2.3 for all other Services, the remaining Service Levels and Call Off KPIS shall apply from the relevant Operational Service Commencement Date.
- 1.3 This Call Off Schedule 6 comprises:
 - 1.3.1 Part A: Service Levels and Service Credits;
 - 1.3.2 Annex 1 to Part A: Service Levels, Call-Off KPIS and Service Credits;
 - 1.3.3 Annex 1 to Part B: Performance Monitoring; and
 - 1.3.4 Annex 2 to Part B: Additional Performance Monitoring Requirements.

PART A: SERVICE LEVELS, CALL OFF KPIS AND SERVICE CREDITS

1. GENERAL PROVISIONS

- 1.1 The Supplier shall provide a suitably qualified nominated Call Off Contract manager and programme manager, as well as a suitably qualified deputy to act in their absence, who will take over all responsibility for delivering the Goods and/or Services required within this Call Off Contract and ensuring that all Service Levels and Call Off KPIs in this Call Off Contract and Key Performance Indicators in the Framework Agreement are achieved to the highest standard throughout, respectively, the Call Off Contract Period and the Framework Period.
- 1.2 The Supplier shall within five (5) Working Days of the Call Off Commencement Date send to the Contracting Authorities the name and contact details (including email address and telephone numbers) of the nominated Call Off Contract manager, programme manager and deputy Call Off Contract manager for this Call Off Contract. The Supplier shall have arrangements in place to deal with annual leave or any other (un)planned absence.
- 1.3 The Supplier shall communicate any change in Call Off Contract manager, programme manager to Contracting Authorities, no less than one (1) Month in advance of the planned change.
- 1.4 The Supplier shall provide a managed service through the provision of a dedicated Call Off Contract manager where required on matters relating to:
 - 1.4.1 Supply performance;
 - 1.4.2 Quality of Goods and/or Services;
 - 1.4.3 Customer support;
 - 1.4.4 Complaints handling; and
 - 1.4.5 Accurate and timely invoices.
- 1.5 The Supplier accepts and acknowledges that failure to meet the Service Level Performance Measures set out in the table in Annex 1 to this Part A of this Call Off Schedule 6 will result in Service Credits being issued to Customers.

2. PRINCIPAL POINTS

- 2.1 The objectives of the Call Off KPIs, Service Levels and Service Credits are to:
 - 2.1.1 ensure that the Goods and/or Services are of a consistently high quality and meet the requirements of the Customer;
 - 2.1.2 provide a mechanism whereby the Customer can attain meaningful recognition of inconvenience and/or loss resulting from the Supplier's failure to deliver the level of service for which it has contracted to deliver; and
 - 2.1.3 incentivise the Supplier to comply with and to expeditiously remedy any failure to comply with the Service Levels or Call Off KPIs.

3. SERVICE LEVELS AND CALL OFF KPIS

- 3.1 Annex 1 to this Part A of this Call Off Schedule 6 sets out the Service Levels and Call Off KPIs the performance of which the Parties have agreed to measure.
- 3.2 The Supplier shall monitor its performance of this Call Off Contract by reference to the relevant performance criteria for achieving the Service Levels and Call Off KPIs shown in

Annex 1 to this Part A of this Call Off Schedule 6 (the “**Service Level Performance Criteria**” and “**Call Off KPI Performance Criteria**”) and shall send the Customer a Performance Monitoring Report detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Call Off Schedule 6.

3.3 The Supplier shall, at all times, provide the Goods and/or Services in such a manner that the Service Level Targets and Call Off KPI Targets are achieved.

3.4 Where a Service Level Threshold (or where no Service Level Threshold is defined, a Service Level Target) is not achieved in any three (3) Service Periods out of six (6) Service Periods on a rolling six (6) Month basis, the Call Off Contract manager shall submit an Exception Report to the Customer within five (5) Working Days of the third instance of the Service Level breach and the parties shall comply with the Recovery Plan Process below.

3.5 **Recovery Plan Process**

The Customer shall determine whether a Recovery Plan is required. If the Customer deems that a Recovery Plan is required then the Customer shall notify the Supplier programme manager and:

3.5.1 the Supplier programme manager, shall produce a Recovery Plan and submit the Recovery Plan to the Customer within five (5) Working Days of notification from the Customer;

3.5.2 the Recovery Plan shall specify the remedial actions and activities to be undertaken and the recovery period;

3.5.3 the Customer shall review the Recovery Plan (including timescales), and decide whether to Approve the Recovery Plan;

3.5.4 following Approval, the Supplier shall commence implementation of the Recovery Plan within five (5) Working Days; and

3.5.5 the implementation of the Recovery Plan shall be reviewed on a weekly basis by the Supplier until the Recovery Plan is completed.

3.6 If the Service Level achievement on completion of the Recovery Plan remains below the Service Level Threshold (or where no Service Level Threshold is defined, the Service Level Target), due to a related Incident or Incidents, in the following Service Period then this shall constitute a Critical Service Level Failure.

3.7 **Service Availability Service Level**

Where the Service Availability Service Level at a Site is below its Service Level Threshold (or where no Service Level Threshold is defined, its Service Level Target) for a Service Period the following shall be required:

3.7.1 the Supplier, shall produce a Recovery Plan and submit the Recovery Plan to the Customer within five (5) Working Days of the Service Availability Service Level breach. The Supplier shall work with the Customer in the production of a Recovery Plan;

3.7.2 the Recovery Plan shall specify the remedial actions and activities to be undertaken. The plan shall also specify the proposed recovery period which shall be as soon as possible and, in any event, no less than within the following Service Period, following Approval;

3.7.3 the Customer shall review the Recovery Plan (including timescales) and decide whether to Approve the Recovery Plan;

- 3.7.4 following Approval, the Supplier shall commence implementation of the Approved Recovery Plan within three (3) Working Days and all actions thereunder shall be implemented no later than the end of the next Service Period;
- 3.7.5 the implementation of the Recovery Plan shall be reviewed on a weekly basis until the Recovery Plan is completed. The Supplier shall work with the Customer to review the implementation of the Recovery Plan on a weekly basis until the Recovery Plan is completed; and
- 3.7.6 the implementation of the Recovery Plan shall be reviewed on a weekly basis by the Customer, until the Recovery Plan is successfully completed.
- 3.8 If, on completion of the Recovery Plan, the Service Availability Service Levels at the relevant Site remains below its Service Level Threshold (or where no Service Level Threshold is defined, its Service Level Target) in a second consecutive Service Period then this shall constitute a Critical Service Level Failure.
- 3.9 If the Service Availability Service Level at the relevant Site, on completion of the Recovery Plan, achieves the Service Level Target and then consequently fails to achieve the Service Level Target, due to a related Incident, in any of the three (3) subsequent Service Periods then this shall constitute a Critical Service Level Failure.

4. CALL OFF KPI BREACHES

- 4.1 Where a Call Off KPI Target is not achieved in any three (3) Service Periods out of six (6) Service Periods on a rolling six (6) Month basis, the Supplier programme manager shall submit an Exception Report to the Customer within five (5) Working Days of the third instance of Call Off KPI non-achievement.
- 4.2 The Customer shall determine whether a Recovery Plan is required. If the Customer deems that a Recovery Plan is required then the Customer shall notify the Supplier and:
 - 4.2.1 the Supplier programme manager, shall produce a Recovery Plan and submit the Recovery Plan to the Customer within five (5) Working Days of notification from the Customer;
 - 4.2.2 the Recovery Plan shall specify the remedial actions and activities to be undertaken and the recovery period;
 - 4.2.3 the Customer shall review the Recovery Plan (including timescales), and decide whether to Approve the Recovery Plan;
 - 4.2.4 following Approval, the Supplier shall commence implementation of the Approved Recovery Plan within five (5) Working Days; and
 - 4.2.5 the implementation of the Recovery Plan shall be reviewed on a weekly basis by the Supplier programme manager until the Recovery Plan is completed.
- 4.3 If the Call Off KPI achievement on completion of the Recovery Plan remains below the Call Off KPI Target in the following Service Period then the Customer reserves the right to promote the KPI to be a Service Level accruing Service Credits. Any Call Off KPIs promoted to Service Levels as a result of Call Off KPI non achievement shall be subject to the Change Control Procedure.
- 4.4 The Customer reserves the right, on a quarterly basis, to promote any Call Off KPI that has not been consistently achieved to a Service Level following consultation and agreement with the Supplier. The Suppliers shall not unreasonably withhold agreement to promote any Call Off KPI that has not been consistently achieved to a Service Level.

4.5 Any Call Off KPI which has been promoted to a Service Level shall be measured and reported on as a Service Level, and the associated Service Credits applied, in the next full Service Period.

4.6 Any Call Off KPI which has been promoted to a Service Level, shall be measured and reported on as a Service Level until the Service Level has been achieved for four (4) consecutive Service Periods, after which the Service Level shall revert to a Call Off KPI.

5. SEVERITY LEVELS

5.1 Where the Service Levels and Call Off KPIs in Annex 1 are allocated a Severity Level, any incident of service level failure shall be allocated to one of the severity levels below by the Customer (acting reasonably) based on the indicators specified below. Any dispute as to the Customer's allocation shall be referred to the Dispute Resolution Procedure, and until such dispute is resolved, the Customer's allocation of Severity Level shall apply.

Severity 1: Incident Resolution for Severity 1 Incident (Infrastructure); Where there is a failure, or unavailability, or reduction in performance or loss of functionality of the Service that prevents a group from completing its work with critical business impact. (Sev1 is against the underpinned infrastructure that supports/delivers print architecture to the whole of the Customer).

Severity 2: Incident Resolution for Severity 2 Incident (Infrastructure); Where there is a failure, or unavailability, or reduction in performance or loss of functionality of the Service that prevents a group from completing its work with significant business impact. (Sev2 is against any part of the underpinned infrastructure that supports/delivers print architecture, partial failure impacting some parts of the Customer).

Severity 3: Incident Resolution for Severity 3 Incident (Remote fixes); Where there is a failure, or unavailability, or reduction in performance or loss of functionality of the Service that prevents a group from completing its work, but without significant business impact; OR a single end user is impacted by unavailability, loss of functionality or a reduction in performance of the Service. (Sev3 is against single user/device that supports/delivers print).

Severity 4: Where there is any other Incident that is not Severity 1, 2 or 3 and has no impact from an end user perspective, but requires management.

5.2 Severity 2 Incident Service Level Target Breaches

5.2.1 Any Severity 2 Incident not resolved by the relevant Service Level Target shall be automatically uplifted to a Severity 1 Incident until the Incident is closed unless otherwise agreed with the Customer.

5.2.2 The number of Severity 2 Incidents promoted to Severity 1, as a result of Service Level Target failure, within the Service Period shall be reported by the Supplier to the Customer.

5.2.3 For purposes of Service Level Targets and Service Credit accrual any Severity 2 Incident that has been promoted to a Severity 1, as a result of the Service Level Failure, shall continue to be treated as a Severity 2 Incident.

6. GENERAL

6.1 Without prejudice to any other obligation under this Schedule 6 (Service Levels, Call-Off KPIs and Service Credits), if the level of performance of the Supplier of any element of the provision by it of the Goods and/or Services during the Call Off Contract Period:

6.1.1 is likely to or fails to meet any Service Level Target or Call Off KPI Target; or

6.1.2 is likely to cause or causes a Critical Service Level Failure to occur,

the Supplier shall immediately notify the Customer in writing and the Customer, in its absolute discretion and without prejudice to any other of its rights howsoever arising including under Clause 14 of this Call Off Contract (Service Levels Call-Off KPIs and Service Credits), may:

- (a) require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Customer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring including any Recovery Plan in accordance with this Schedule 6 (Service Levels, Call-Off KPIs and Service Credits); and
- (b) if the action taken under paragraph (a) above has not already prevented or remedied the Service Level Failure or Critical Service Level Failure, the Customer shall be entitled to instruct the Supplier to comply with the Rectification Plan Process; and/or
- (c) if a Service Level Failure has occurred, deduct from the Call Off Contract Charges the applicable Service Level Credits payable by the Supplier to the Customer in accordance with the calculation formula set out in Annex 1 of this Part A of this Call Off Schedule 6; or
- (d) if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure in accordance with Clause 15 of this Call Off Contract (Critical Service Level Failure) (including subject, for the avoidance of doubt, the proviso in Clause 15.2.2 of this Call Off Contract in relation to material Default).

6.2 Approval and implementation by the Customer of any Rectification Plan shall not relieve the Supplier of any continuing responsibility to achieve the Service Levels, or remedy any failure to do so, and no estoppels or waiver shall arise from any such Approval and/or implementation by the Customer.

7. SERVICE CREDITS

7.1 Annex 1 to this Part A of this Call Off Schedule 6 sets out the formula used to calculate a Service Credit payable to the Customer as a result of a Service Level Failure in a given service period which, for the purpose of this Call Off Schedule 6, shall be a recurrent period of one (1) Month during the Call Off Contract Period (the “**Service Period**”).

7.2 Annex 1 to this Part A of this Call Off Schedule 6 includes details of each Service Credit available to each Service Level Performance Criteria if the applicable Service Level Target or Service Level Threshold is not met by the Supplier (as indicated in the comment box for each Service Level Performance Criteria, but for the avoidance of doubt, where no such indication is given, or where no Service Level Threshold is indicated, Service Credits shall apply if the applicable Service Level Target is not met by the Supplier).

7.3 The Customer shall use the Performance Monitoring Reports supplied by the Supplier under Part B (Performance Monitoring) of this Call Off Schedule 6 to verify the calculation and accuracy of the Service Credits, if any, applicable to each relevant Service Period.

7.4 Service Credits are a reduction of the amounts payable in respect of the Goods and/or Services and do not include VAT. The Supplier shall set-off the value of any Service Credits

against the appropriate invoice in accordance with calculation formula in Annex 1 of Part A of this Call Off Schedule 6.

8. NATURE OF SERVICE CREDITS

- 8.1 The Supplier confirms that it has modelled the Service Credits and has taken them into account in setting the level of the Call Off Contract Charges. Both Parties agree that the Service Credits are a reasonable method of price adjustment to reflect poor performance.

ANNEX 1 TO PART A: SERVICE LEVELS AND SERVICE CREDITS TABLE

Bulk Print – SLAs

Service Level Performance Criteria:	Bulk print & hybrid mail
Target:	Service Level Target 99.90% Service Level Threshold $\leq 99\%$ Cap reached at 90%
Measurement frequency:	Ongoing
Reporting frequency:	Monthly
Measurement method:	Based on the profile of work submitted as part of the ITT, the turnaround time for each Bulk Mail and Hybrid Mail is calculated by using the times recorded within the Xerox portal (job submission tool) by all parties involved in processing the request covering: Date of files and the number of records received from the Customer Records processed Records sent to print Records printed and enclosed Reconciliation of despatch and postage batches The attainment of the SLA for each Bulk mail and Hybrid Mail requests will be calculated through use of this captured base data Jobs completed within two (2) Working Days $\frac{\text{-----}}{\text{total number of jobs}} \times 100$
Comment:	The Service Level Targets are the required performance levels below which Service Credits are applied. The Service Level Threshold is the trigger that the Recovery Plan is to be submitted in writing in accordance with the Recovery Plan Process at paragraph 3.5 of Part A of this Call Off Schedule 6 (Service Levels, Call Off KPIs and Service Credits). If service falls below or equal to the cap (e.g.: 90%) then the maximum Service Credits (20% of the Monthly invoice) will be applied for that service. If the Service Level Target is not achieved in any three (3) Months in a six (6) Month reporting period then Service Credits apply at the rate of 1 service point for each Month that the target is not achieved. Bulk Print/Hybrid Mail outputs will be printed and mailed within two

	(2) Working Days of the output being submitted.
Service Credits:	1 Credit point =1% of bulk print invoice amount, excluding postage

Bulk Print Service Credit

Green: 100% - 99.90%

Amber: 99.89% - 99.01%

Red: 99% or lower (Threshold)

Cap: 90%

Green: Underpinned Service achieved no unavailability (service downtime) for the Service Period. E.g. the supporting infrastructure was available for use. No Service Credits issued.

Amber: The Underpinned Service had some unavailability for the Service Period. E.g. the supporting infrastructure was unavailable for some of the contracted service hours. No Service Credits issued.

However, where any three (3) Months in a six (6) Month period is Amber, then a Service Credit will be issued, 1 Service Credit for each amber Month.

Red: The Underpinned Service had unavailability for the Service Period. E.g. the supporting infrastructure was unavailable for an extended period of the contracted service hours. Service Credits issued.

Service Credits are issued at 1 Service Credit for each % point (rounded up to a whole number) below the Service Level Threshold, up to the cap at 90% or below, where a maximum credit of 20% of the Monthly invoice will be issued.

1 Service Credit is equal to: 10% of the Monthly invoice / (the difference between the threshold and cap for severity 1 and 2) this is 9 * Service Credits issued (e.g. Monthly invoice is 200k, then 10% of Monthly invoice is 20K, this is divided by 9 (the difference between the threshold and cap for severity 1 and 2) to equal the value for 1 Service Credit = 2,222 * Service Credits issued). If service falls below or equal to the cap (90%) then a maximum of 20% of the Monthly invoice will be applied.

Print Room KPIs

No SLA's and No Service Credits

Print Room Service: Image Quality

Call Off KPI Performance Criteria:	Image Quality
Target:	Call Off KPI Target: 99%
Measurement frequency:	Ongoing
Reporting frequency:	Monthly
Measurement method:	The Versant 180 printer fitted within the print room, comes with an Inline Spectrometer, to ensure colour quality. In addition, the printed document is in line with the original soft or hard copy, clear of any defects, in line with device settings. Operational staff are all highly trained and will fulfill a quality

	<p>control check on all documents prior to acknowledgement of job completion. This will include check on 1st output, job proofing, final check on 10% of final output.</p> <p>Measures will include Customer feedback on any quality failures in each Month per job volume.</p> <p>Jobs delivered without defect $\frac{\text{-----}}{\text{Total number of jobs}} \times 100$</p>
Comment:	<p>Consistent image quality 99% of prints must be clear of any blemishes.</p> <p>Customer complaints (in cases of dispute final decision will be made between Supplier site manager and key contact).</p>
Service Credits:	No Service Credits aligned to Print Room as per Customer statement above

Print Room Service: Hours of Cover

Call Off KPI Performance Criteria	Hours of Cover
Target:	Call Off KPI Target: 100%
Measurement frequency:	Ongoing
Reporting frequency:	Monthly
Measurement method:	<p>Availability of service between operating hours of 7am to 10pm Monday to Friday, excluding bank holidays.</p> <p>Availability of service operating hours in Month $\frac{\text{-----}}{\text{Number of available service operating hours in Month}} \times 100$</p>
Comment:	<p>100% print room time coverage 7:00 am – 10:00 pm Monday to Friday.</p> <p>Reported incidents of no cover.</p>
Service Credits:	No Service Credits aligned to print room as per Customer statement above

Print Room Service: Telephone Help Desk Cover

Call Off KPI Performance Criteria	Telephone Help Desk Cover
Target:	Call Off KPI Target: 100%
Measurement frequency:	Ongoing
Reporting frequency:	Monthly
Measurement method:	<p>Availability of service between operating hours of 7am to 10pm Monday to Friday, excluding bank holidays</p> <p>Number of hours unavailable per Month operating hours availability per Month</p>

	----- x 100 Operating hours availability per Month
Comment:	100% availability within print room hours 7:00 am – 10:00 pm. Reported incidents of no cover.
Service Credits:	No Service Credits aligned to print room as per Customer statement above

Black and White Job Turnaround Performance: 2 hour turnaround

Call Off KPI Performance Criteria	2 hour turnaround
Target:	Call Off KPI Target: 99%
Measurement frequency:	Ongoing
Reporting frequency:	Monthly
Measurement method:	<p>The turnaround time for each reprographics request is calculated by using the times recorded within the portal submission.</p> <p>Date and time of reprographics request submitted</p> <p>Allocation under black and white job 2 hour SLA in accordance with criteria and deadline set by Customer (subject to negotiation if outside criteria)</p> <p>Date and time of reprographics request fulfilment and dispatch (By Print Centre), closed in the portal system once complete.</p> <p>The attainment of the KPI for each reprographics request will be automatically derived by the portal software through use of this base data.</p> <p>Number of jobs completed within KPI timeframe (per Month)</p> <p>----- x 100</p> <p>Total number of jobs within the KPI Measure (per Month)</p>
Comment:	<p>Good quality originals total quantity of up to 3,000 prints. Inserts, on-line stapling and thermal binding.</p> <p>99% of jobs completed (having been agreed and negotiated) on time.</p> <p>Jobs completed on time as a percentage of total jobs – job requisition.</p>
Service Credits:	No Service Credits aligned to print room as per Customer statement above

Black and White Job Turnaround Performance: 4 hour turnaround

Call Off KPI Performance Criteria	4 hour turnaround
Target:	Call Off KPI Target: 99%
Measurement frequency:	Ongoing
Reporting frequency:	Monthly
Measurement method:	The turnaround time for each reprographics request is calculated by using the times recorded within the portal

	<p>submission.</p> <p>Date and time of reprographics request submitted</p> <p>Allocation under black and white job 4 hour KPI in accordance with criteria and deadline set by customer (subject to negotiation if outside criteria)</p> <p>Date and time of reprographics request fulfilment and dispatch (By Print Centre), closed in the portal system once complete.</p> <p>The attainment of the KPI for each reprographics request will be automatically derived by the portal software through use of this base data.</p> <p>Number of jobs completed within KPI timeframe (per Month)</p> <p>----- x 100</p> <p>Total number of jobs within the KPI Measure (per Month)</p>
Comment:	<p>Good quality originals up to 5,000 prints. Inserts, on-line stapling and off-line finishing.</p> <p>99% of jobs completed (having been agreed and negotiated) on time.</p> <p>Jobs completed on time as a percentage of total jobs – job requisition.</p>
Service Credits:	No Service Credits aligned to print room as per Customer statement above

Black and White Job Turnaround Performance: 1 day turnaround

Call Off KPI Performance Criteria	1 day turnaround
Target:	Call Off KPI Target: 99%
Measurement frequency:	Ongoing
Reporting frequency:	Monthly
Measurement method:	<p>The turnaround time for each reprographics request is calculated by using the times recorded within the portal submission.</p> <p>Date and time of reprographics request submitted</p> <p>Allocation under black and white job 1 day turnaround KPI in accordance with criteria and deadline set by Customer (subject to negotiation if outside criteria)</p> <p>Date and time of reprographics request fulfilment and dispatch (By Print Centre), closed in the portal system once complete.</p> <p>The attainment of the KPI for each reprographics request will be automatically derived by the portal software through use of this base data.</p> <p>Number of jobs completed within KPI timeframe (per</p>

	<p>Month)</p> <p>----- x 100</p> <p>Total number of jobs within the KPI Measure (per Month)</p>
Comment:	<p>More complex originals total quantity of up to 10,000 prints. Inserts, tabs, master creation and hand finishing. 99% of jobs completed (having been agreed and negotiated) on time.</p> <p>Jobs completed on time as a percentage of total jobs – job requisition.</p>
Service Credits:	No Service Credits aligned to print room as per Customer statement above

Black and White Job Turnaround Performance: 2 day turnaround

Measure:	2 day turnaround
Call Off KPI Performance Criteria	Call Off KPI Target: 99%
Measurement frequency:	Ongoing
Reporting frequency:	Monthly
Measurement method:	<p>The turnaround time for each reprographics request is calculated by using the times recorded within the portal submission.</p> <p>Date and time of reprographics request submitted</p> <p>Allocation under black and white job 2 day turnaround KPI in accordance with criteria and deadline set by Customer (subject to negotiation if outside criteria)</p> <p>Date and time of reprographics request fulfilment and dispatch (By Print Centre), closed in the portal system once complete.</p> <p>The attainment of the KPI for each reprographics request will be automatically derived by the portal software through use of this base data.</p> <p>Number of jobs completed within KPI timeframe (per Month)</p> <p>----- x 100</p> <p>Total number of jobs within the KPI Measure (per Month)</p>
Comment:	<p>More complex originals total quantity of up to 20,000 prints. Inserts, tabs, master creation and hand finishing. 99% of jobs completed (having been agreed and negotiated) on time.</p> <p>Jobs completed on time as a percentage of total jobs – job requisition.</p>
Service Credits:	No Service Credits aligned to print room as per Customer statement above

Black and White Job Turnaround Performance: by negotiation

Measure:	By negotiation
Target:	Call Off KPI Target: 99%
Measurement frequency:	Ongoing
Reporting frequency:	Monthly
Measurement method:	<p>The turnaround time for each reprographics request is calculated by using the times recorded within the portal submission.</p> <p>Date and time of reprographics request submitted</p> <p>Allocation under black and white job by negotiation turnaround KPI in accordance with criteria and deadline set by Customer (subject to negotiation if outside criteria)</p> <p>Date and time of reprographics request fulfilment and dispatch (By Print Centre), closed in the portal system once complete.</p> <p>The attainment of the KPI for each reprographics request will be automatically derived by the portal software through use of this base data.</p> <p>Number of jobs completed within KPI timeframe (per Month)</p> $\frac{\text{Number of jobs completed within KPI timeframe (per Month)}}{\text{Total number of jobs within the KPI Measure (per Month)}} \times 100$
Comment:	<p>Any jobs over 20,000 Impressions and those that require offset printing.</p> <p>If prearranged production can be up to 6,000 prints per hour.</p> <p>99% of jobs completed (having been agreed and negotiated) on time.</p> <p>Jobs completed on time as a percentage of total jobs – job requisition.</p>
Service Credits:	No Service Credits aligned to print room as per Customer statement above

Colour Job Turnaround Performance: 2 hour turnaround

Call Off KPI Performance Criteria	2 hour turnaround
Target:	Call Off KPI Target: 99%
Measurement frequency:	Ongoing
Reporting frequency:	Monthly
Measurement method:	The turnaround time for each reprographics request is calculated by using the times recorded within the portal submission.

	<p>Date and time of reprographics request submitted</p> <p>Allocation under colour job 2 hour turnaround KPI in accordance with criteria and deadline set by Customer (subject to negotiation if outside criteria)</p> <p>Date and time of reprographics request fulfilment and dispatch (By Print Centre), closed in the portal system once complete.</p> <p>The attainment of the KPI for each reprographics request will be automatically derived by the portal software through use of this base data.</p> <p>Number of jobs completed within KPI timeframe (per Month)</p> $\frac{\text{Number of jobs completed within KPI timeframe (per Month)}}{\text{Total number of jobs within the KPI Measure (per Month)}} \times 100$
Comment:	<p>Good quality originals with no editing or pasting total quantity of up to 200 A3 or 400 A4 prints bound.</p> <p>99% of jobs completed (having been agreed and negotiated) on time.</p> <p>Jobs completed on time as a percentage of total jobs – job requisition.</p>
Service Credits:	No Service Credits aligned to print room as per Customer statement above

Colour Job Turnaround Performance: 4 hour turnaround

Call Off KPI Performance Criteria	4 hour turnaround
Target:	Call Off KPI Target: 99%
Measurement frequency:	Ongoing
Reporting frequency:	Monthly
Measurement method:	<p>The turnaround time for each reprographics request is calculated by using the times recorded within the portal submission.</p> <p>Date and time of reprographics request submitted</p> <p>Allocation under colour job 4 hour turnaround KPI in accordance with criteria and deadline set by Customer (subject to negotiation if outside criteria)</p> <p>Date and time of reprographics request fulfilment and dispatch (By Print Centre), closed in the portal system once complete.</p> <p>The attainment of the KPI for each reprographics request will be automatically derived by the portal software through use of this base data.</p> <p>Number of jobs completed within KPI timeframe (per Month)</p>

	<p>----- x 100</p> <p>Total number of jobs within the KPI Measure (per Month)</p>
Comment:	<p>Good quality originals total quantity of up to 400 A3 or 800 A4 prints bound.</p> <p>99% of jobs completed (having been agreed and negotiated) on time.</p> <p>Jobs completed on time as a percentage of total jobs – job requisition.</p>
Service Credits:	No Service Credits aligned to print room as per Customer statement above

Colour Job Turnaround Performance: 1 day turnaround

Call Off KPI Performance Criteria	1 day turnaround
Target:	Call Off KPI Target: 99%
Measurement frequency:	Ongoing
Reporting frequency:	Monthly
Measurement method:	<p>The turnaround time for each reprographics request is calculated by using the times recorded within the portal submission.</p> <p>Date and time of reprographics request submitted</p> <p>Allocation under colour job 1 day turnaround KPI in accordance with criteria and deadline set by Customer (subject to negotiation if outside criteria)</p> <p>Date and time of reprographics request fulfilment and dispatch (By Print Centre), closed in the portal system once complete.</p> <p>The attainment of the KPI for each reprographics request will be automatically derived by the portal software through use of this base data.</p> <p>Number of jobs completed within KPI timeframe (per Month)</p> <p>----- x 100</p> <p>Total number of jobs within the KPI Measure (per Month)</p>
Comment:	<p>More complex originals total quantity of up to 1,000 A3 or 2,000 A4 prints bound.</p> <p>99% of jobs completed (having been agreed and negotiated) on time.</p> <p>Jobs completed on time as a percentage of total jobs – job requisition.</p>
Service Credits:	No Service Credits aligned to print room as per Customer statement above

Colour Job Turnaround Performance: 2 day turnaround

Call Off KPI Performance Criteria	2 day turnaround
Target:	Call Off KPI Target: 99%
Measurement frequency:	Ongoing
Reporting frequency:	Monthly
Measurement method:	<p>The turnaround time for each reprographics request is calculated by using the times recorded within the portal submission.</p> <p>Date and time of reprographics request submitted</p> <p>Allocation under colour job 2 day turnaround KPI in accordance with criteria and deadline set by Customer (subject to negotiation if outside criteria)</p> <p>Date and time of reprographics request fulfilment and dispatch (By Print Centre), closed in the portal system once complete.</p> <p>The attainment of the KPI for each reprographics request will be automatically derived by the portal software through use of this base data.</p> <p>Number of jobs completed within KPI timeframe (per Month)</p> $\frac{\text{Number of jobs completed within KPI timeframe (per Month)}}{\text{Total number of jobs within the KPI Measure (per Month)}} \times 100$
Comment:	<p>Up to A3 origination with minimal editing or pasting total quantity of up to 2,000 A3 or 4,000 A4 prints bound.</p> <p>99% of jobs completed (having been agreed and negotiated) on time.</p> <p>Jobs completed on time as a percentage of total jobs – job requisition.</p>
Service Credits:	No Service Credits aligned to print room as per Customer statement above

Colour Job Turnaround Performance: by Negotiation

Call Off KPI Performance Criteria	By negotiation
Target:	Call Off KPI Target: 99%
Measurement frequency:	Ongoing
Reporting frequency:	Monthly
Measurement method:	<p>The turnaround time for each reprographics request is calculated by using the times recorded within the portal submission.</p> <p>Date and time of reprographics request submitted</p> <p>Allocation under colour job by negotiation turnaround KPI in accordance with criteria and deadline set by Customer (subject to negotiation if outside criteria)</p>

	<p>Date and time of reprographics request fulfilment and dispatch (By Print Centre), closed in the portal system once complete.</p> <p>The attainment of the KPI for each reprographics request will be automatically derived by the portal software through use of this base data.</p> <p>Number of jobs completed within KPI timeframe (per Month)</p> <p>----- x 100</p> <p>Total number of jobs within the KPI Measure (per Month)</p>
Comment:	<p>Up to A3 origination with editing or pasting Quantity over 2,000 A3 or 4,000 A4 prints Inserts and finishing.</p> <p>99% of jobs completed (having been agreed and negotiated) on time.</p> <p>Jobs completed on time as a percentage of total jobs – job requisition.</p>
Service Credits:	No Service Credits aligned to print room as per Customer statement above

Service Management Performance: Management meetings

Call Off KPI Performance Criteria	Management meetings
Target:	Call Off KPI Target: 100%
Measurement frequency:	Ongoing
Reporting frequency:	Monthly
Measurement method:	<p>Creation of the Management Meetings Performance will be a manual measure and taking from diary attendees. Attendance will be confirmed as physical or remote and diarised for full year with agreed attendees by both parties. This will be measured on a rolling twelve (12) Month scale.</p> <p>Number of Attended Meetings per period</p> <p>----- x 100</p> <p>Number of Months (twelve (12) Month rolling)</p>
Comment:	<p>100% attendance at agreed contract management meetings.</p> <p>Recorded incidents of non-attendance.</p> <p>Meeting minutes.</p>
Service Credits:	£1000 per non attendance per Month when converted to SLA

Service Management Performance: Management information report

Call Off KPI Performance Criteria	Management Information report
Target:	Call Off KPI Target: 100%

Measurement frequency:	Ongoing
Reporting frequency:	Monthly
Measurement method:	Creation of the Management Information Report Performance in accordance with contract criteria and delivered 48 hours in advance of Monthly meeting measured by exception failure to comply with this criteria. Measured on a rolling twelve (12) Month scale. Number of packs provided within correct timescale ----- x 100 Number of packs within twelve (12) Month period
Comment:	100% availability by notified date and time. Reported incidents of late availability. Meeting minutes and Customer complaint log.
Service Credits:	£1000 per non delivery of the Management Information Report when converted to SLA

Service Management Performance: Accurate billing documentation

Call Off KPI Performance Criteria	Accurate billing documentation
Target:	Call Off KPI Target: 100%
Measurement frequency:	Ongoing
Reporting frequency:	Monthly
Measurement method:	Creation of accurate billing documentation and invoices. Performance will be based on accuracy through feedback on failures from the Customer. Measured on a rolling twelve (12) Month scale. Number of accurate invoices ----- x 100 Total Number of invoices
Comment:	100% accuracy of invoicing. Accurate invoices submitted per reporting period.
Service Credits:	£1000 per Month, when an error has been qualified, when converted to SLA

Service Management Performance: Customer complaints

Call Off KPI Performance Criteria	Customer complaints
Target:	Call Off KPI Target: 100%
Measurement frequency:	Ongoing
Reporting frequency:	Monthly
Measurement method:	The Supplier will utilise the KPI measure within the Customer's SNOW and formal complaints received directly or through escalations to the Customer. The measurement method will be based on the correct configuration being set-up within the Customer's SNOW environment correctly and by exceptions where

	complaints received directly Complaints will be reported in Monthly Management Report and recorded in Customer complain log Number of complaints acknowledged immediately ----- x 100 Total number of complaints
Comment:	All complaints responded to immediately with a negotiated time for resolution. All complaints to be logged and tracked to ensure closed loop process adhered to. Customer complaints recorded by Supplier in Customer complaint log.
Service Credits:	£1000 failure per Month when converted to SLA

Prisons – SLAs

Incident Resolution for Severity 3 Incidents

Service Level Performance Criteria	Incident Resolution for Severity 3 Incidents
Target:	1 Working Days if remote fix, Service Level Target: 95% 2 Working Days if onsite presence required, Service Level Target: 95% Service Level Threshold and Cap reached at 80%
Measurement frequency:	Ongoing
Reporting frequency:	Monthly
Measurement method:	Supplier will utilise the SLA measure within the Customer's SNOW. The measurement method will be based on the correct configuration being set-up within the Customer's ServiceNow. Measured per Month. Sev 3 1WD or 2WD completed within agreed time ----- x 100 total number of Sev 3 1 WD or 2WD incidents
Comment:	The Service Level Targets are the required performance levels below which Service Credits are applied. If service falls below or equal to the cap (eg: 80%) then the maximum Service Credits (20% of the Monthly invoice) will be applied for that service. Break fix: Where a fault exists that results in a partial loss of service or functionality with no immediate business impact or alternative available. Non-exhaustive examples: <ul style="list-style-type: none"> • Partial loss of service or functionality • Individual user affected • Alternative available
Service Credits:	£250 per Service Credit. 1% point = 1 Service Credit, up

	to a cap of 80% of the Prison estate invoice.
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Incident Resolution for Severity 4 Incident

Service Level Performance Criteria	Incident Resolution for Severity 4 Incident
Target:	3 Working Days if remote fix, Service Level Target: 95% 5 Working Days if onsite presence required, Service Level Target: 95% Cap reached at 80%
Measurement frequency:	Ongoing
Reporting frequency:	Monthly
Measurement method:	Supplier will utilise the SLA measure within the Customer's ServiceNow. The measurement method will be based on the correct configuration being set-up within the Customer's ServiceNow. Measured per Month. Sev 4 1WD or 2WD completed within agreed time ----- x 100 total number of Sev 4 1 WD or 2WD incidents
Comment:	The Service Level Targets are the required performance levels below which Service Credits are applied. If service falls below or equal to the cap (eg: 80%) then the maximum Service Credits (20% of the Monthly invoice) will be applied for that service. Break Fix: Where a fault exists that results in a partial loss of service or functionality with no immediate business impact and for which an alternative is available. Non-exhaustive examples: <ul style="list-style-type: none"> • Minor software bugs • Individual user has problems accessing a non-critical function
Service Credits:	£250 per Service Credit. 1% point = 1 Service Credit, up to a cap of 80% of the Prison estate invoice.

Standard Physical IMACS

Service Level Performance Criteria	Standard Physical IMACS
Target:	5 working, Service Level Target: 95% Service Level Threshold and Cap reached at 80%
Measurement frequency:	Ongoing
Reporting frequency:	Monthly
Measurement method:	Supplier will utilise the SLA measure within the Customer's ServiceNow. The measurement method will be based on the correct configuration being set-up within the Customer's ServiceNow. Xerox tools can be

	<p>used as a failsafe for IMAC's. Measured within Monthly period.</p> <p>IMACS completed within agreed time</p> <p>----- x 100</p> <p>Total number of IMACS</p>
Comment:	<p>The Service Level Targets are the required performance levels below which Service Credits are applied. If service falls below or equal to the cap (eg: 80%) then the maximum Service Credits (20% of the Monthly invoice) will be applied for that service.</p> <p>Physical IMACS – Requests for standard hardware and software purchases contained within the subset of the Approved Product List provided by the Supplier to an existing data network port or Desktop. (Excludes any cabling or site survey).</p>
Service Credits:	<p>£250 per Service Credit. 1% point = 1 Service Credit, up to a cap of 80% of the Prison estate invoice.</p>

Prison's SLA Service Credit

Green: 100% - 95.01%

Red: 95% or lower

Cap reached at 80%

Green: Service Level Target achieved for the Service Period. E.g. the service was available for use. No Service Credits issued.

Amber: The Service fell below the Service Level Target for the Service Period. E.g. the overall user experience had some disruption for some of the contracted service hours. No Service Credits issued. However, where any three (3) Months in a six (6) Month period is Amber, then a Service Credit will be issued, 1 Service Credit for each amber Month.

Red: The Service fell below the Service Level Threshold for the Service Period. E.g. the overall user experience was low or disrupted for the contracted service hours. Service Credits issued.

Service Credits are issued at 1 Service Credit for each % point (rounded up to a whole number) below the Service Level Target, up to the cap at 80% or below, where a maximum credit of 10% of the Monthly invoice will be issued. Prison SLA Service Credit is £250 fixed per Service Credit. Service Credits are issued at 1 Service Credit for each % point (rounded up to a whole number) below the Service Level Threshold, up to the cap at 80% or below, where a maximum credit of 10% of the Monthly invoice will be issued.

10% of the Monthly invoice / (the difference between the threshold and cap for severity 1 and 2) this is 9 * Service Credits issued (e.g. Monthly invoice is 200k, then 10% of Monthly invoice is 20K, this is divided by 9 (the difference between the threshold and cap for severity 1 and 2) to equal the value for 1 Service Credit = 2,222 * Service Credits issued). If service falls below or equal to the cap (80%) then a maximum of 10% of the Monthly invoice will be applied.

Managed Print – SLAs – Refresh/Future Mode of Operations

Service Availability Hours for Supplier Desk

Service Level Performance Criteria	Service Availability Hours for Supplier Desk
Target:	Service Level Target: Monday to Friday 08:00 to 18:00
Measurement frequency:	Ongoing
Reporting frequency:	Monthly
Measurement method:	<p>This will be a manual process to roll up to be reported within the Monthly reporting pack.</p> <p>Supplier runs a telephone system within our helpdesk organisation, which monitors login times by desk agent. Supplier will create reports within the system, to track agent login time between the hours of 08:00 to 18:00 Monday to Friday. We will report a failure when they have zero agents logged in during the required time</p> <p>Service Desk Availability shall be calculated using the following formula:</p> $\text{Service Desk Availability \%} = \frac{\text{MP} - \text{SD}}{\text{MP}} \times 100$ <p>where:</p> <p>MP = Total number of Service Desk Availability minutes within the relevant Measurement Period;</p> <p>and</p> <p>SD = Total sum of minutes of Service Desk Unavailability in the relevant Measurement Period</p>
Comment:	Excluding English and Welsh bank holidays.
Service Credits:	£1000 credit failure per Month.

Service Availability for Infrastructure (Sev1 & Sev2)

Service Level Performance Criteria	Service Availability for Infrastructure (Sev1 & Sev2)
Target:	Service Level Target: 24x7 Availability
Measurement frequency:	Ongoing
Reporting frequency:	Monthly
Measurement method:	<p>Supplier will utilise the SLA measure within the Customer's ServiceNow. The measurement method will be based on the correct configuration being set-up within the Customer's ServiceNow.</p> <p>Service Availability shall be calculated using the following formula based on incidents within the authority ITSM tool:</p> $\text{Service Availability \%} = \frac{\text{MP} - \text{SD}}{\text{MP}} \times 100$ <p>where:</p> <p>MP = Total number of service availability minutes within</p>

	the relevant Measurement Period; and SD = Total sum of minutes of service unavailability in the relevant Measurement Period
Comment:	
Service Credits:	1 Service Credit is equal to: 10% of the Monthly refresh managed print invoice / (the difference between the threshold and cap for severity 1 and 2) this is 9 * Service Credits issued (e.g. Monthly invoice is 200k, then 10% of Monthly invoice is 20K, this is divided by 9 (the difference between the threshold and cap for severity 1 and 2) to equal the value for 1 Service Credit = 2,222 * Service Credits issued). If service falls below or equal to the cap (90%) then a maximum of 20% of the Monthly invoice will be applied.

Incident Resolution for Severity 1 Incident (Infrastructure)

Service Level Performance Criteria	Incident Resolution for Severity 1 Incident (Infrastructure)
Target:	≤ 2 Service Hours Service Level Target 99.90% Service Level Threshold $\leq 99\%$ Cap reached at 90%
Measurement frequency:	Ongoing
Reporting frequency:	Monthly
Measurement method:	Supplier will utilise the SLA measure within the Customer's ServiceNow. The measurement method will be based on the correct configuration being set-up within the Customer's ServiceNow. Total number of hours per Month, minus total hour outage of Severity 1 incidents in the Month ----- x 100 Total hours per Month, minus 2 hours per Severity 1 incident
Comment:	The Service Level Targets are the required performance levels below which Service Credits are applied. The Service Level Threshold is the trigger that the Recovery Plan is to be submitted in writing in accordance with the Recovery Plan Process at paragraph 3.5 of Part A of this Call Off Schedule 6 (Service Levels, Call Off KPIs and Service Credits). If service falls below or equal to the cap (eg: 90%) then the maximum Service Credits (20% of the Monthly invoice) will be applied for that service. If the target is not

	<p>achieved in any three (3) Months in a six (6) Month reporting period then Service Credits apply at the rate of 1 service point for each Month that the target is not achieved.</p> <p>Where there is a failure, or unavailability, or reduction in performance or loss of functionality of the Service that prevents a group from completing its work with critical business impact. Provision of document copy and print services. Calculations in respect of actual Service Availability achieved shall be performed for each Service Measurement Period.</p>
Service Credits:	<p>1 Service Credit is equal to: 10% of the Monthly refresh managed print invoice / (the difference between the threshold and cap for severity 1 and 2) this is 9 * Service Credits issued (e.g. Monthly invoice is 200k, then 10% of Monthly invoice is 20K, this is divided by 9 (the difference between the threshold and cap for severity 1 and 2) to equal the value for 1 Service Credit = 2,222 * Service Credits issued). If service falls below or equal to the cap (90%) then a maximum of 20% of the Monthly invoice will be applied.</p>

Incident Resolution for Severity 2 Incident (Infrastructure)

Service Level Performance Criteria	Incident Resolution for Severity 2 Incident (Infrastructure)
Target:	<p>≤ 4 Service Hours</p> <p>Service Level Target 99.90%</p> <p>Service Level Threshold ≤ 99%</p> <p>Cap reached at 90%</p>
Measurement frequency:	Ongoing
Reporting frequency:	Monthly
Measurement method:	<p>Supplier will utilise the SLA measure within the Customer's ServiceNow. The measurement method will be based on the correct configuration being set-up within the Customer's ServiceNow.</p> <p>Total number of hours per Month, minus total hour outage of Severity 2 incidents, per Month</p> <p>----- x 100</p> <p>Total hours per Month, minus 4 hours per Severity 2 incident</p>
Comment:	<p>The Service Level Targets are the required performance levels below which Service Credits are applied. The Service Level Threshold is the trigger that the Recovery Plan is to be submitted in writing in accordance with the</p>

	<p>Recovery Plan Process at paragraph 3.5 of Part A of this Call Off Schedule 6 (Service Levels, Call Off KPIs and Service Credits).</p> <p>If service falls below or equal to the cap (eg: 90%) then the maximum Service Credits (20% of the Monthly invoice) will be applied for that service. If the Service Level Target is not achieved in any three (3) Months in a six (6) Month reporting period then Service Credits apply at the rate of 1 service point for each Month that the target is not achieved.</p> <p>Where there is a failure, or unavailability, or reduction in performance or loss of functionality of the Service or that prevents a group from completing its work with significant business impact. Provision of document copy and print services. Calculations in respect of actual Service Availability achieved shall be performed for each Service Measurement Period.</p>
Service Credits:	<p>1 Service Credit is equal to: 10% of the Monthly refresh managed print invoice / (the difference between the threshold and cap for severity 1 and 2) this is 9 * Service Credits issued (e.g. Monthly invoice is 200k, then 10% of Monthly invoice is 20K, this is divided by 9 (the difference between the threshold and cap for severity 1 and 2) to equal the value for 1 Service Credit = 2,222 * Service Credits issued). If service falls below or equal to the cap (90%) then a maximum of 20% of the Monthly invoice will be applied.</p>

Incident Resolution for Severity 3 Incident (Remote fixes)

Service Level Performance Criteria	Incident Resolution for Severity 3 Incident (Remote fixes)
Target:	<p>≤ 4 Service Hours</p> <p>Service Level Target 98%</p> <p>Service Level Threshold ≤ 96%</p> <p>Cap reached at 80%</p>
Measurement frequency:	Ongoing
Reporting frequency:	Monthly
Measurement method:	<p>Supplier will utilise the SLA measure within the Customer's ServiceNow. The measurement method will be based on the correct configuration being set-up within the Customer's ServiceNow.</p> <p>The measure for remote fix will be total number of Incident Resolution for Severity 3 Incident (Remote fixes) successfully completed within 4 hours, divided by the total</p>

	<p>of all Incident Resolution for Severity 3 Incident (Remote fixes), multiplied by 100.</p> <p>Sev 3 Remote Fix completed within agreed time,</p> <p>----- x 100</p> <p>total number of Sev 3 Remote Fix</p>
Comment:	<p>The Service Level Targets are the required performance levels below which Service Credits are applied. The Service Level Threshold is the trigger that the Recovery Plan is to be submitted in writing in accordance with the Recovery Plan Process at paragraph 3.5 of Part A of this Call Off Schedule 6 (Service Levels, Call Off KPIs and Service Credits).</p> <p>If service falls below or equal to the cap (eg: 90%) then the maximum Service Credits (20% of the Monthly invoice) will be applied for that service. If the Service Level Target is not achieved in any three (3) Months in a six (6) Month reporting period then Service Credits apply at the rate of 1 service point for each Month that the target is not achieved.</p> <p>Where there is a failure, or unavailability, or reduction in performance or loss of functionality of the Service that prevents a group from completing its work, but without significant business impact; OR a single end user is impacted by Unavailability, loss of functionality or a reduction in performance of the Service. Provision of document copy and print services. Calculations in respect of actual Service Availability achieved shall be performed for each Service Measurement Period.</p>
Service Credits:	<p>Severity 3 Service Credit (1 credit) is equal to 20% of the value of Severity 1 and 2 Service Credit (1 credit) i.e. $2,222 * 0.2 = £444.4$. Based on the valuation of Severity 1 and 2 Service Credit (10% of the Monthly invoice / (the difference between the Service Level Threshold and cap for severity 1 and 2)) this is 9 * Service Credits issued (e.g. Monthly invoice is 200k, then 10% of Monthly invoice is 20K, this is divided by 9 (the difference between the Service Level Threshold and cap for severity 1 and 2) to equal the value for 1 Service Credit = $(2,222 * 0.2) * \text{Service Credits issued}$). If service falls below or equal to the cap (80%) then a maximum of 10% of the Monthly invoice will be applied.</p>

Incident Resolution for Severity 3 Incident requiring Site Engineer visit

Service Level Performance Criteria	Incident Resolution for Severity 3 Incident requiring Site Engineer visit
Target:	<p>≤ 8 Service Hours</p> <p>Service Level Target 98%</p> <p>Service Level Threshold ≤ 96%</p> <p>Cap reached at 80%</p>
Measurement frequency:	Ongoing
Reporting frequency:	Monthly
Measurement method:	<p>Supplier will utilise the SLA measure within the Customer's ServiceNow. The measurement method will be based on the correct configuration being set-up within the Customer's ServiceNow.</p> <p>The measure for onsite fix after remote fix triage time, will be total number of Incident Resolution for Severity 3 Incident (Engineer Visit) successfully completed within 8 hours, divided by the total of all Incident Resolution for Severity 3 Incident (Engineer Visit), multiplied by 100.</p> <p>Sev 3 Engineer Visit completed within agreed time, where loss of functionality of the service, significantly impacts the business (to be mutually defined).</p> <p>----- x 100</p> <p>Total number of Sev 3 Engineer Visit</p>
Comment:	<p>The Service Level Targets are the required performance levels below which Service Credits are applied. The Service Level Threshold is the trigger that the Recovery Plan is to be submitted in writing in accordance with the Recovery Plan Process at paragraph 3.5 of Part A of this Call Off Schedule 6 (Service Levels, Call Off KPIs and Service Credits).</p> <p>If service falls below or equal to the cap (eg: 90%) then the maximum Service Credits (20% of the Monthly invoice) will be applied for that service. If the Service Level Target is not achieved in any three (3) Months in a six (6) Month reporting period then Service Credits apply at the rate of 1 service point for each Month that the Service Level Target is not achieved.</p> <p>Where there is a failure, or unavailability, or reduction in performance or loss of functionality of the Service that prevents a group from completing its work, but without significant business impact; OR a single end user is impacted by unavailability, loss of functionality or a reduction in performance of the Service. Provision of document copy and print services. Calculations in respect</p>

	of actual Service Availability achieved shall be performed for each Service Measurement Period.
Service Credits:	Severity 3 Service Credit (1 credit) is equal to 20% of the value of Severity 1 and 2 Service Credit (1 credit) i.e. $2,222 * 0.2 = £444.4$. Based on the valuation of Severity 1 and 2 Service Credit (10% of the Monthly invoice / (the difference between the threshold and cap for severity 1 and 2) this is $9 * \text{Service Credits issued}$ (e.g. Monthly invoice is 200k, then 10% of Monthly invoice is 20K, this is divided by 9 (the difference between the Service Level Threshold and cap for severity 1 and 2) to equal the value for 1 Service Credit = $(2,222 * 0.2) * \text{Service Credits issued}$). If service falls below or equal to the cap (80%) then a maximum of 10% of the Monthly invoice will be applied.

Managed Print – SLAs – Refresh/Future Mode of Operations Service Credit

Severity 1 and 2

Green: 100% - 99.90%

Amber: 99.89% - 99.01%

Red: 99% or lower (Threshold)

CAP: 90%

Green: Underpinned Service achieved no unavailability (service downtime) for the Service Period. E.g. the supporting infrastructure was available for use. No Service Credits issued.

Amber: The Underpinned Service had some unavailability for the Service Period. E.g. the supporting infrastructure was unavailable for some of the contracted service hours. No Service Credits issued. However, where any three (3) Months in a six (6) Month period is Amber, then a Service Credit will be issued, 1 Service Credit for each amber Month.

Red: The Underpinned Service had unavailability for the Service Period. E.g. the supporting infrastructure was unavailable for an extended period of the contracted service hours. Service Credits issued.

Service Credits are issued at 1 Service Credit for each % point (rounded up to a whole number) below the threshold, up to the cap at 90% or below where a maximum credit of 20% of the Monthly invoice will be issued.

1 Service Credit is equal to: 10% of the Monthly invoice / (the difference between the Service Level Threshold and cap for severity 1 and 2) this is $9 * \text{Service Credits issued}$ (e.g. Monthly invoice is 200k, then 10% of Monthly invoice is 20K, this is divided by 9 (the difference between the threshold and cap for severity 1 and 2) to equal the value for 1 Service Credit = $2,222 * \text{Service Credits issued}$). If service falls below or equal to the cap (90%) then a maximum of 20% of the Monthly invoice will be applied.

Severity 3

Green: 100% - 98%

Amber: 97.99% - 96.01%

Red: 96% or lower (Service Level Threshold)

CAP: 80%

Green: Service Level Target achieved for the service period. E.g. the service was available for use. No Service Credits issued.

Amber: The Service fell below the Service Level Target for the Service Period. E.g. the overall user experience had some disruption for some of the contracted service hours. No Service Credits issued. However, where any three (3) Months in a six (6) Month period is Amber, then a Service Credit will be issued, 1 Service Credit for each amber Month.

Red: The Service fell below the Service Level Threshold for the Service Period. E.g. the overall user experience was low or disrupted for the contracted service hours. Service Credits issued. Service Credits are issued at 1 Service Credit for each % point (rounded up to a whole number) below the Service Level Threshold, up to the cap at 80% or below, where a maximum credit of 10% of the Monthly invoice will be issued.

Severity 3 Service Credit (1 credit) is equal to 20% of the value of Severity 1 and 2 Service Credit (1 credit) i.e. $2,222 * 0.2 = £444.4$. Based on the valuation of Severity 1 and 2 Service Credit (10% of the Monthly invoice / (the difference between the Service Level Threshold and cap for severity 1 and 2) this is $9 * \text{Service Credits issued}$ (e.g. Monthly invoice is 200k, then 10% of Monthly invoice is 20K, this is divided by 9 (the difference between the threshold and cap for severity 1 and 2) to equal the value for 1 Service Credit = $(2,222 * 0.2) * \text{Service Credits issued}$). If service falls below or equal to the cap (80%) then a maximum of 10% of the Monthly invoice will be applied.

Managed Print – SLAs – Refresh/Future Mode of Operations

The following SLAs apply to only those devices that have been refreshed, are supplier managed via system monitoring tools and shared with the Customer: on all devices managed across the MPS estate:

Service Availability of Devices

Call Off Service Level Performance Criteria	Service Availability of Devices
Target:	Service Level Target 99.99% for all devices managed and monitored through tooling and reported. Service Level Target 98% for device availability, this includes any non-working function ie scanning, toner management.
Measurement frequency:	Monthly
Reporting frequency:	Monthly
Measurement method:	Supplier will utilise the SLA measure within the Customer's ServiceNow. The measurement method will be based on the correct configuration being set-up within the Customer's ServiceNow. The measure for Service Availability of Devices will be total

	<p>number of hours available during service hours, divided by the total number of service hours, multiplied by 100</p> $= \frac{\Sigma (\text{Service Uptime of devices})}{\text{Total required uptime}} \times 100$
Comment:	<p>Availability of devices in a reporting period.</p> <p>Defined as:</p> $\frac{\text{hours available during service hours}}{\text{total service hours}} \times 100\%$
Service Credits:	<p>1 Service Credit is equal to 1% below SLA:</p> <p>Availability of devices (1 credit) is equal to 20% of the value of Severity 1 and 2 Service Credit (1 credit) i.e. 2,222 * 0.2 = £444.4</p> <p>Based on the valuation of Severity 1 and 2 Service Credit (10% of the Monthly invoice / (the difference between the threshold and cap for severity 1 and 2) this is 9 * Service Credits issued)</p> <p>(e.g. Monthly invoice is 200k, then 10% of Monthly invoice is 20K, this is divided by 9 (the difference between the Call Threshold and cap for severity 1 and 2) to equal the value for 1 Service Credit = (2,222*0.2) * Service Credits issued.)</p> <p>If service falls below or equal to the cap (80%) then a maximum of 10% of the Monthly invoice will be applied.</p>

Reliability

Call Off Service Level Performance Criteria	Reliability
Target:	<p>% increase in the Mean Time Between Failures (MTBF)</p> <p>% increase in the Mean Time Between System/Service Incidents (MTBSI)</p> <p>The Supplier will report on reliability measures as above from the Operational Services Commencement Date and the Authority, acting reasonably, shall within three (3) Months of the Operational Services Commencement Date, notify the Supplier of the Service Level Target, Service Level Threshold and Service Credit Cap (if applicable) to be applied from the date of such notification.</p>
Measurement frequency:	Monthly
Reporting frequency:	Monthly
Measurement method:	Supplier will utilise the SLA measure within the Customer's ServiceNow. The measurement method will be based on the correct configuration being set-up within the Customer's ServiceNow.

	<p>Average uptime between service downtime across contract life. Trended over the course of contract life with a snapshot at the end of each reporting period.</p> $= \frac{\Sigma (\text{Service Uptime between Service Downtime})}{\text{Instances of downtime}}$
Comment:	<p>Defined as: number of service breaks in the reporting period</p> <p>Or: Mean average time between service breaks</p>
Service Credits:	<p>SLA is accepted with the credit being subject to a baseline being mutually agreed.</p> <p>The Parties shall work together in good faith to mutually agree the Service Credits (if applicable) within three (3) Months of the Operational Services Commencement Date.</p>

Maintainability

Call Off Service Level Performance Criteria	Maintainability
Target:	<p>% decrease in the Mean Time To Repair (MTTR)</p> <p>The Supplier will report on maintainability measures as above from the Operational Services Commencement Date and the Authority, acting reasonably, shall within three (3) Months of the Operational Services Commencement Date, notify the Supplier of the Service Level Target, Service Level Threshold and Service Credit Cap (if applicable) to be applied from the date of such notification.</p>
Measurement frequency:	Monthly
Reporting frequency:	Monthly
Measurement method:	<p>Supplier will utilise the SLA measure within the Customer's ServiceNow. The measurement method will be based on the correct configuration being set-up within the Customer's ServiceNow. Average down time of Service in a Monthly reporting period. Trended over the course of Contract Life or agreed period.</p> $= \frac{\Sigma (\text{Downtime})}{\text{Instances of downtime}}$
Comment:	Defined as: Mean average Time To Restore service (MTTR)
Service Credits:	<p>SLA is accepted with the credit being subject to a baseline being mutually agreed.</p> <p>The Parties shall work together in good faith to mutually agree the Service Credits (if applicable) within three (3) Months of the Operational Services Commencement Date.</p>

Legacy Managed Print KPI's

Service Availability of Devices

Call Off KPI Performance Criteria	Service Availability of Devices
Target:	Call Off KPI Target 97%
Measurement frequency:	Monthly
Reporting frequency:	Monthly
Measurement method:	<p>Supplier will utilise the KPI measure within the Customer's ServiceNow. The measurement method will be based on the correct configuration being set-up within the Customer's ServiceNow.</p> <p>Service Availability shall be calculated using the following formula:</p> $\text{Service Availability \%} = (\text{MP} - \text{SD}) \times 100 \text{ MP}$ <p>where:</p> <p>MP = Total number of Service Availability minutes within the relevant Measurement Period;</p> <p>and</p> <p>SD = Total sum of minutes of Service Unavailability in the relevant Measurement Period</p>
Comment:	Availability of devices in a reporting period.
Service Credits:	No credits applicable

Incident Resolution for Severity 3 Incident

Call Off KPI Performance Criteria	Incident Resolution for Severity 3 Incident
Target:	Call Off KPI Target: ≤ 18 Service Hours
Target 100%	
Measurement frequency:	Monthly
Reporting frequency:	Monthly
Measurement method:	<p>Supplier will utilise the KPI measure within the Customer's ServiceNow. The measurement method will be based on the correct configuration being set-up within the Customer's ServiceNow.</p> <p>The measure for remote fix will be total number of Incident Resolution for Severity 3 Incident successfully completed within 18 hours, divided by the total of all Incident Resolution for Severity 3 Incident, multiplied by 100.</p> $\frac{\text{Sev 3 Engineer Visit completed within 18 hours}}{\text{total number of Sev 3 Engineer Visit}} \times 100$
Comment:	Where there is a failure, or unavailability, or reduction in

	performance or loss of functionality of the service that prevents a group from completing its work, but without significant business impact; OR a single end user is impacted by unavailability, loss of functionality or a reduction in performance of the Service.
Service Credits:	No credits applicable

Incident Resolution for Severity 4 Incident

Call Off KPI Performance Criteria	Incident Resolution for Severity 4 Incident
Target:	≤ 18 Service Hours Call Off KPI Target 98%
Measurement frequency:	Monthly
Reporting frequency:	Monthly
Measurement method:	Supplier will utilise the KPI measure within the Customer's ServiceNow. The measurement method will be based on the correct configuration being set-up within the Customer's ServiceNow correctly. The measure for remote fix will be total number of Incident Resolution for Severity 4 Incident successfully completed within 18 hours, divided by the total of all Incident Resolution for Severity 4 Incident, multiplied by 100. Sev 4 Engineer Visit completed within 18 hours ----- x 100 total number of Sev 4 Engineer Visit
Comment:	Where there is any other Incident that is not Severity 1,2 or 3 and has no impact from an end user perspective but requires management.
Service Credits:	No credits applicable

Legacy Managed Print – Service Credit

Waiver – no Service Credits to be applied.

Enhanced SLA / KPI – exceeding requirements

The KPIs below are for Legacy Managed Print Service for Incident Resolution for Severity 3 and Severity 4. The Supplier will ensure onsite resolution within 18 hours.

Incident Resolution for Severity 3 Incident

Measure:	Incident Resolution for Severity 3 Incident
Target:	≤ 18 Service Hours Target 100%
Measurement frequency:	Monthly
Reporting frequency:	Monthly

Measurement method:	<p>Supplier will utilise the SLA measure within the Customer's ServiceNow. The measurement method will be based on the correct configuration being set-up within the Customer's ServiceNow.</p> <p>The measure for remote fix will be total number of Incident Resolution for Severity 3 Incident successfully completed within 18 hours, divided by the total of all Incident Resolution for Severity 3 Incident, multiplied by 100.</p> <p>Sev 3 Engineer Visit completed within 18 hours ----- x 100 total number of Sev 3 Engineer Visit</p>
Comment:	Where there is a failure, or unavailability, or reduction in performance or loss of functionality of the service that prevents a group from completing its work, but without significant business impact; OR a single end user is impacted by unavailability, loss of functionality or a reduction in performance of the Service.
Service Credits:	No credits applicable

Incident Resolution for Severity 4 Incident

Measure:	Incident Resolution for Severity 4 Incident
Target:	<p>≤ 18 Service Hours</p> <p>Target 98%</p>
Measurement frequency:	Monthly
Reporting frequency:	Monthly
Measurement method:	<p>Supplier will utilise the SLA measure within the Customer's ServiceNow. The measurement method will be based on the correct configuration being set-up within the Customer's ServiceNow correctly.</p> <p>The measure for remote fix will be total number of Incident Resolution for Severity 4 Incident successfully completed within 18 hours, divided by the total of all Incident Resolution for Severity 4 Incident, multiplied by 100.</p> <p>Sev 4 Engineer Visit completed within 18 hours ----- x 100 total number of Sev 4 Engineer Visit</p>
Comment:	Where there is any other Incident that is not Severity 1, 2 or 3 and has no impact from an end user perspective but requires management.
Service Credits:	No credits applicable

ANNEX 1 TO PART B: PERFORMANCE MONITORING

1. PRINCIPAL POINTS

- 1.1 Part B to this Call Off Schedule 6 provides the methodology for monitoring the provision of the Goods and/or Services:
 - 1.1.1 to ensure that the Supplier is complying with the Service Levels; and
 - 1.1.2 for identifying any failures to achieve Service Levels in the performance of the Supplier and/or provision of the Goods and/or Services ("**Performance Monitoring System**").
- 1.2 Within twenty (20) Working Days of the Call Off Commencement Date the Supplier shall provide the Customer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

2. REPORTING OF SERVICE FAILURES

- 2.1 The Supplier shall report all failures to achieve Service Levels and any Critical Service Level Failure to the Customer in accordance with the processes agreed in paragraph 1.2 of Part B of this Call Off Schedule 6 above.

3. PERFORMANCE MONITORING AND PERFORMANCE REVIEW

- 3.1 The Supplier shall provide the Customer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.2 of Part B of this Call Off Schedule 6 above which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 3.1.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 3.1.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 3.1.3 any Critical Service Level Failures and details in relation thereto;
 - 3.1.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.1.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 3.1.6 such other details as the Customer may reasonably require from time to time.
- 3.2 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the Supplier and the Customer of the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):
 - 3.2.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier;
 - 3.2.2 take place at such location and time (within normal business hours) as the Customer shall reasonably require unless otherwise agreed in advance;

- 3.2.3 be attended by the Supplier's Representative and the Customer's Representative; and
- 3.2.4 be fully minuted by the Supplier. The prepared minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Customer's Representative and any other recipients agreed at the relevant meeting. The minutes of the preceding month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Customer's Representative at each meeting.
- 3.3 The Customer shall be entitled to raise any additional questions and/or request any further information regarding any failure to achieve Service Levels.
- 3.4 The Supplier shall provide to the Customer such supporting documentation as the Customer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.
- 3.5 The Supplier shall manage the Call Off Contract for Lots 2, 3, 4, 5 and 6 by utilising the Contracting Authorities tiered Supplier Relationship Management (SRM) approach as set out in paragraph 3.6, which provides escalation routes and enables development of the key strategies at senior levels.
- 3.6 The Supplier shall agree the level of engagement and frequency with Contracting Authorities within one (1) Month of the Call Off Contract Commencement Date, but as a minimum this shall include the following for Lots 2, 3, 4, 5 and 6:

Frequency	Status	Format	Attendees	Information Required
Monthly	Operational	Meeting or telephone conference	To be agreed at Implementation	Monthly MI Highlight Report
Quarterly	Operational	Meeting	To be agreed at Implementation	Highlight Report Dashboard Continuous Improvement Plan
Bi-annually	Operational / Strategic	Meeting	To be agreed at Implementation	Dashboard, Mid-Year Review and Forecast Report
Annually	Strategic	Meeting	To be agreed at Implementation	Dashboard, End of Year Review and Forecast Report

- 3.7 The Supplier's Contract Manager shall ensure where Service Levels are not being met, that appropriate extra resources are committed promptly and action is taken to resolve any issues to the satisfaction of Contracting Authorities which may include a Recovery Plan in accordance with Part A of this Schedule.

4. SATISFACTION SURVEYS

- 4.1 In order to assess the level of performance of the Supplier, the Customer may undertake satisfaction surveys in respect of the Supplier's provision of the Goods and/or Services.
- 4.2 The Customer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Goods and/or Services which the responses to the satisfaction surveys reasonably suggest are not in accordance with this Call Off Contract.

- 4.3 All other suggestions for improvements to the provision of Goods and/or Services shall be dealt with as part of the continuous improvement programme pursuant to Clause 19 of this Call Off Contract (Continuous Improvement).

ANNEX 2 TO PART B: ADDITIONAL PERFORMANCE MONITORING REQUIREMENTS

1. DEFINITIONS

- 1.1 In this Annex 2 to Part B of Call Off Schedule 6, the following definitions shall apply, if selected by the Customer in the Call Off Order Form:

"Project Manager" means the manager described in paragraph 2.1 of this Annex; and

"Technical Board" means the board described in paragraph 2.2 of this Annex.

2. MANAGEMENT OF THE GOODS AND/OR SERVICES

- 2.1 The Supplier and the Customer shall each appoint a Project Manager for the purposes of this Call Off Contract through whom the provision of the Goods and/or Services shall be managed at a day-to-day.
- 2.2 Both parties shall ensure that appropriate resource is made available on a regular basis including, for example, a Technical Board such that the aims, objectives and specific provisions of this Call Off Contract can be fully realised.

3. TECHNICAL BOARD

- 3.1 The Technical Board shall be established by the Customer for the purposes of this Call Off Contract on which the Supplier and the Customer shall be represented.
- 3.2 The Technical Board members, frequency and location of board meetings and planned start date by which the board shall be established shall be as notified by the Customer to the Supplier from time to time.
- 3.3 In the event that either Party wishes to replace any of its appointed board members, that party shall notify the other in writing of the proposed change for agreement by the other Party (such agreement not to be unreasonably withheld or delayed). Notwithstanding the foregoing it is intended that each Customer board member has at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 3.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Technical Board meeting in his/her place (wherever possible), is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 3.5 The Technical Board shall be accountable to the Project Managers for oversight of the technology used by the Supplier and ensuring that technological choices are made to maximise the long term value of the Goods and/or Services.
- 3.6 The Technical Board shall:
- 3.6.1 assure compliance with the overall technical architecture of the Customer and with Government IT Strategy (as defined at https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/85968/uk-government-government-ict-strategy_0.pdf);
- 3.6.2 grant dispensations for variations from such compliance where appropriate;

- 3.6.3 assure the coherence and consistency of the systems architecture for the provision of the Goods and/or Services;
- 3.6.4 monitor developments in new technology and reporting on their potential benefit to the provision of the Goods and/or Services;
- 3.6.5 provide advice, guidance and information on technical issues; and
- 3.6.6 assure that the technical architecture for the provision of the Goods and/or Services is aligned to the requirements specified in Call Off Schedule 2 (Statement of Requirements) and has sufficient flexibility to cope with future requirements of the Customer.

CALL OFF SCHEDULE 7: SECURITY

1. DEFINITIONS

1.1 In this Call Off Schedule 7, the following definitions shall apply:

- "Breach of Security"** means the occurrence of:
- a) any unauthorised access to or use of the Goods and/or Goods and/or Services, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Customer Data) used by the Customer and/or the Supplier in connection with this Call Off Contract; and/or
 - b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Customer Data), including any copies of such information or data, used by the Customer and/or the Supplier in connection with this Call Off Contract,
- in either case as more particularly set out in the security requirements in the Security Policy;
- "ISMS"** the information security management system and process developed by the Supplier in accordance with paragraph 3 (ISMS) as updated from time to time in accordance with this Schedule 7; and
- "Security Tests"** tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.

2. INTRODUCTION

- 2.1 The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Call Off Contract will be met.
- 2.2 The Parties shall each appoint a security representative to be responsible for Security. The initial security representatives of the Parties are:
- 2.2.1 Sunny Kenth - security representative of the Customer; and
 - 2.2.2 Martin Coatelf – security representative of the Supplier.
- 2.3 If the persons named in paragraphs 2.2.1 and 2.2.2 are included as Key Personnel, Clause 27 (Key Personnel) shall apply in relation to such persons.
- 2.4 The Customer shall clearly articulate its high level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.
- 2.5 Both Parties shall provide a reasonable level of access to any members of their personnel for the purposes of designing, implementing and managing security.
- 2.6 The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Customer Data and any system that could

directly or indirectly have an impact on that information, and shall ensure that Customer Data remains under the effective control of the Supplier at all times.

- 2.7 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Customer.
- 2.8 The Customer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Customer's security provisions represents an unacceptable risk to the Customer requiring immediate communication and co-operation between the Parties.

3. ISMS

- 3.1 The Supplier shall develop and submit to the Customer for the Customer's Approval, within twenty (20) Working Days after the Call Off Commencement Date or such other date as agreed between the Parties, an information security management system for the purposes of this Call Off Contract, which shall have been tested in accordance with Call Off Schedule 5 (Testing) and shall comply with the requirements of paragraphs 3.3 to 3.5 of this Call Off Schedule 7 (Security).
- 3.2 The Supplier acknowledges that the Customer places great emphasis on the reliability of the performance of the Goods and/or Services, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.
- 3.3 The ISMS shall:
 - 3.3.1 unless otherwise specified by the Customer in writing, be developed to protect all aspects of the Goods and/or Services and all processes associated with the provision of the Goods and/or Services, including the Customer Premises, the Sites, the Supplier System, the Customer System (to the extent that it is under the control of the Supplier) and any ICT, information and data (including the Customer's Confidential Information and the Customer Data) to the extent used by the Customer or the Supplier in connection with this Call Off Contract;
 - 3.3.2 meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with paragraph 7;
 - 3.3.3 at all times provide a level of security which:
 - (a) is in accordance with the Law and this Call Off Contract;
 - (b) complies with the Baseline Security Requirements;
 - (c) as a minimum demonstrates Good Industry Practice;
 - (d) complies with the Security Policy;
 - (e) complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4) https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/255910/HMG_Security_Policy_Framework_V11.0.pdf;
 - (f) takes account of guidance issued by the Centre for Protection of National Infrastructure on Risk Management http://www.cpni.gov.uk/Documents/Publications/2005/2005003-Risk_management.pdf;

- (g) complies with HMG Information Assurance Maturity Model and Assurance Framework <http://www.cesg.gov.uk/publications/Documents/iamm-assessment-framework.pdf>;
 - (h) meets any specific security threats of immediate relevance to the ISMS, the Goods and/or Services and/or Customer Data;
 - (i) addresses issues of incompatibility with the Supplier's own organisational security policies;
 - (j) complies with ISO/IEC27001 and ISO/IEC27002 in accordance with paragraph 7 of this Call Off Schedule 7; and
 - (k) complies with the Customer's ICT policies;
- 3.3.4 document the security incident management processes and incident response plans;
- 3.3.5 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Goods and/or Services of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Customer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and
- 3.3.6 be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Customer in advance of issue of the relevant Security Management Plan).
- 3.4 Subject to Clause 37 of this Call Off Contract (Security and Protection of Information) the references to Standards, guidance and policies contained or set out in paragraph 3.3 of this Call Off Schedule 7 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.5 In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in paragraph 3.3 of this Call Off Schedule 7, the Supplier shall immediately notify the Customer Representative of such inconsistency and the Customer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.
- 3.6 If the ISMS submitted to the Customer pursuant to paragraph 3.1 of this Call Off Schedule 7 is Approved by the Customer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Call Off Schedule 7. If the ISMS is not Approved by the Customer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Customer and re-submit it to the Customer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days (or such other period as the Parties may agree in writing) from the date of the first submission of the ISMS to the Customer. If the Customer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Customer pursuant to this paragraph 3 of this Call Off Schedule 7 may be unreasonably withheld or delayed. However any failure to Approve the ISMS on the grounds that it does not comply with any of the requirements set out in paragraphs 3.3 to 3.5 of this Call Off Schedule 7 shall be deemed to be reasonable.

- 3.7 Approval by the Customer of the ISMS pursuant to paragraph 3.6 of this Call Off Schedule 7 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Call Off Schedule 7.

4. SECURITY MANAGEMENT PLAN

- 4.1 Within twenty (20) Working Days after the Call Off Commencement Date, the Supplier shall prepare and submit to the Customer for Approval in accordance with paragraph 4 of this Call Off Schedule 7 a fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of paragraph 4.2 of this Call Off Schedule 7.
- 4.2 The Security Management Plan shall:
- 4.2.1 be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);
 - 4.2.2 comply with the Baseline Security Requirements and Security Policy;
 - 4.2.3 identify the necessary delegated organisational roles defined for those responsible for ensuring this Call Off Schedule 7 is complied with by the Supplier;
 - 4.2.4 detail the process for managing any security risks from Sub-Contractors and third parties authorised by the Customer with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Customer Premises, the Sites, the Supplier System, the Customer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Customer's Confidential Information and the Customer Data) and any system that could directly or indirectly have an impact on that information, data and/or the Goods and/or Services;
 - 4.2.5 unless otherwise specified by the Customer in writing, be developed to protect all aspects of the Goods and/or Services and all processes associated with the delivery of the Goods and/or Services, including the Customer Premises, the Sites, the Supplier System, the Customer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Customer's Confidential Information and the Customer Data) to the extent used by the Customer or the Supplier in connection with this Call Off Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Goods and/or Services;
 - 4.2.6 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Goods and/or Services and all processes associated with the delivery of the Goods and/or Services and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Goods and/or Services comply with the provisions of this Call Off Schedule 7 (including the requirements set out in paragraph 3.3 of this Call Off Schedule);
 - 4.2.7 demonstrate that the Supplier's approach to delivery of the Goods and/or Services has minimised the Customer and Supplier effort required to comply with this Call Off Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);
 - 4.2.8 set out the plans for transitioning all security arrangements and responsibilities from those in place at the Call Off Commencement Date to those incorporated in the ISMS within the timeframe agreed between the Parties;

- 4.2.9 set out the scope of the Customer System that is under the control of the Supplier;
 - 4.2.10 be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and
 - 4.2.11 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Customer engaged in the Goods and/or Services and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Call Off Schedule 7.
- 4.3 If the Security Management Plan submitted to the Customer pursuant to paragraph 4.1 of this Call Off Schedule 7 is Approved by the Customer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Call Off Schedule 7. If the Security Management Plan is not Approved by the Customer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Customer and re-submit it to the Customer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days (or such other period as the Parties may agree in writing) from the date of the first submission to the Customer of the Security Management Plan. If the Customer does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Customer pursuant to this paragraph may be unreasonably withheld or delayed. However any failure to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in paragraph 4.2 of this Call Off Schedule 7 shall be deemed to be reasonable.
- 4.4 Approval by the Customer of the Security Management Plan pursuant to paragraph 4.3 of this Call Off Schedule 7 or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Call Off Schedule 7.
- 5. AMENDMENT AND REVISION OF THE ISMS AND SECURITY MANAGEMENT PLAN**
- 5.1 The ISMS and Security Management Plan shall be fully reviewed and updated by the Supplier and at least annually to reflect:
- 5.1.1 emerging changes in Good Industry Practice;
 - 5.1.2 any change or proposed change to the Supplier System, the Goods and/or Services and/or associated processes;
 - 5.1.3 any new perceived or changed security threats;
 - 5.1.4 any changes to the Security Policy;
 - 5.1.5 any new perceived or changed security threats; and
 - 5.1.6 any reasonable change in requirement requested by the Customer.
- 5.2 The Supplier shall provide the Customer with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Customer. The results of the review shall include, without limitation:
- 5.2.1 suggested improvements to the effectiveness of the ISMS;
 - 5.2.2 updates to the risk assessments;

- 5.2.3 proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and
- 5.2.4 suggested improvements in measuring the effectiveness of controls.
- 5.3 Subject to paragraph 5.4 of this Call Off Schedule 7, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to paragraph 5.1 of this Call Off Schedule 7, a Customer request, a change to Annex 1 (Security) or otherwise) shall be subject to the Change Control Procedure and shall not be implemented until Approved in writing by the Customer.
- 5.4 The Customer may, where it is reasonable to do so, Approve and require changes or amendments to the ISMS or Security Management Plan to be implemented on timescales faster than set out in the Change Control Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Change Control Procedure for the purposes of formalising and documenting the relevant change or amendment for the purposes of this Call Off Contract.
- 6. SECURITY TESTING**
- 6.1 The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Goods and/or Services and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Customer. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Goods and/or Services so as to meet the Service Level Performance Measures, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.
- 6.2 The Customer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Customer with the results of such Security Tests (in a form Approved by the Customer in advance) as soon as practicable after completion of each Security Test.
- 6.3 Without prejudice to any other right of audit or access granted to the Customer pursuant to this Call Off Contract, the Customer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Customer may notify the Supplier of the results of such tests after completion of each such test. If any such Customer's test adversely affects the Supplier's ability to deliver the Goods and/or Services so as to meet the Target Performance Levels, the Supplier shall be granted relief against any resultant under-performance for the period of the Customer's test.
- 6.4 Where any Security Test carried out pursuant to paragraphs 6.2 or 6.3 of this Call Off Schedule 7 reveals any actual or potential Breach of Security or weaknesses (including unpatched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Customer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Customer's prior written Approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Customer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where

the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Security) to this Call Off Schedule 7) or the requirements of this Call Off Schedule 7, the change to the ISMS or Security Management Plan shall be at no cost to the Customer.

- 6.5 If any repeat Security Test carried out pursuant to paragraph 6.4 of this Call Off Schedule 7 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Call Off Contract.

7. ISMS COMPLIANCE

- 7.1 The Customer shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001 and/or the Security Policy.
- 7.2 If, on the basis of evidence provided by such security audits, it is the Customer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 and/or the Security Policy are not being achieved by the Supplier, then the Customer shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time then the Customer shall have the right to obtain an independent audit against these standards in whole or in part.
- 7.3 If, as a result of any such independent audit as described in paragraph 7.2 of this Call Off Schedule 7 the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 and/or the Security Policy then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Customer in obtaining such audit.

8. BREACH OF SECURITY

- 8.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.
- 8.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in paragraph 8.1 of this Call Off Schedule 7, the Supplier shall:
- 8.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Customer) necessary to:
- (a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - (b) remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Customer Property and/or Customer Assets and/or ISMS to the extent that this is within the Supplier's control;
 - (c) apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Goods and/or Services so as to meet the relevant Service Level Performance Measures, the Supplier shall be granted relief against any

resultant under-performance for such period as the Customer, acting reasonably, may specify by written notice to the Supplier;

- (d) prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure;
- (e) supply any requested data to the Customer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Customer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
- (f) as soon as reasonably practicable provide to the Customer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Customer.

- 8.3 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 ISMS with the Security Policy or the requirements of this Call Off Schedule 7, then any required change to the ISMS shall be at no cost to the Customer.

9. VULNERABILITES AND CORRECTIVE ACTION

- 9.1 The Customer and the Supplier acknowledge that from time to time vulnerabilities in the ICT Environment will be discovered which unless mitigated will present an unacceptable risk to the Customer's information.

- 9.2 The severity of threat vulnerabilities for Supplier COTS Software and Third Party COTS Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the ISMS and using the appropriate vulnerability scoring systems including:

9.2.1 the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST <http://nvd.nist.gov/cvss.cfm>); and

9.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.

- 9.3 The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as 'Critical' within 14 days of release, 'Important' within 30 days of release and all 'Other' within sixty (60) Working Days of release, except where:

9.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the Supplier within the above timescales if the vulnerability becomes exploitable within the context of the Service;

9.3.2 the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Customer; or

- 9.3.3 the Customer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS.
- 9.4 The Supplier Solution and Implementation Plan shall include provisions for major version upgrades of all Supplier COTS Software and Third Party COTS Software to be upgraded within six (6) Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the 'n-1 version') throughout the Call Off Contract Period unless:
 - 9.4.1 where upgrading such Supplier COTS Software and Third Party COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within twelve (12) Months of release of the latest version; or
 - 9.4.2 is agreed with the Customer in writing.
- 9.5 The Supplier shall:
 - 9.5.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;
 - 9.5.2 ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;
 - 9.5.3 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the Call Off Contract Period;
 - 9.5.4 pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under paragraph 3.3.5;
 - 9.5.5 from the date specified in the Security Management Plan provide a report to the Customer within five (5) Working Days of the end of each Month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;
 - 9.5.6 propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;
 - 9.5.7 remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and
 - 9.5.8 inform the Customer when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.
- 9.6 If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under this paragraph 9, the Supplier shall immediately notify the Customer.
- 9.7 A failure to comply with paragraph 9.3 shall constitute a Notifiable Default, and the Supplier shall comply with the Rectification Plan Process.

ANNEX 1: BASELINE SECURITY REQUIREMENTS

1. HIGHER CLASSIFICATIONS

- 1.1 The Supplier shall not handle Customer information classified SECRET or TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Supplier shall seek additional specific guidance from the Customer.

2. END USER DEVICES

- 2.1 When Customer Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the UK Government Communications Electronics Security Group (“CESG”) to at least Foundation Grade, for example, under the CESG Commercial Product Assurance scheme (“CPA”).
- 2.2 Devices used to access or manage Customer Data and services must be under the management authority of Customer or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a ‘known good’ state prior to being provisioned into the management authority of the Customer. Unless otherwise agreed with the Customer in writing, all Supplier devices are expected to meet the set of security requirements set out in the CESG End User Devices Platform Security Guidance (<https://www.cesg.gov.uk/eud-guidance>). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Customer and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the CESG guidance, then this should be agreed in writing on a case by case basis with the Customer.

3. DATA PROCESSING, STORAGE, MANAGEMENT AND DESTRUCTION

- 3.1 The Supplier and Customer recognise the need for the Customer’s information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Customer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Customer Data will be subject to at all times.
- 3.2 The Supplier shall agree any change in location of data storage, processing and administration with the Customer in advance where the proposed location is outside the UK. Such approval shall not be unreasonably withheld or delayed unless specified otherwise in this Call Off Contract and provided that storage, processing and management of any Customer Data is only carried out offshore within:
 - 3.2.1 the European Economic Area (“EEA”);
 - 3.2.2 in the US if the Supplier and or any relevant Sub-Contractor have signed up to the US-EU Safe Harbour Agreement; or
 - 3.2.3 in another country or territory outside the EEA if that country or territory ensures an adequate level of protection by reason of its domestic law or of the international commitments it has entered into which have been defined as adequate by the EU Commission.

3.3 The Supplier shall:

- 3.3.1 provide the Customer with all Customer Data on demand in an agreed open format;
- 3.3.2 have documented processes to guarantee availability of Customer Data in the event of the Supplier ceasing to trade;
- 3.3.3 securely destroy all media that has held Customer Data at the end of life of that media in line with Good Industry Practice; and
- 3.3.4 securely erase any or all Customer Data held by the Supplier when requested to do so by the Customer.

4. NETWORKING

- 4.1 The Customer requires that any Customer Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by CESG, to at least Foundation Grade, for example, under CPA or through the use of pan-government accredited encrypted networking services via the Public Sector Network ("PSN") framework (which makes use of Foundation Grade certified products).
- 4.2 The Customer requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

5. SECURITY ARCHITECTURES

- 5.1 The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Customer Data.
- 5.2 When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a CESG Certified Professional certification (<http://www.cesg.gov.uk/awarenesstraining/IA-certification/Pages/index.aspx>) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).

6. PERSONNEL SECURITY

- 6.1 Supplier Personnel shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.
- 6.2 The Supplier shall agree on a case by case basis Supplier Personnel roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Customer Data.
- 6.3 The Supplier shall prevent Supplier Personnel who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Customer Data except where agreed with the Customer in writing.
- 6.4 All Supplier Personnel that have the ability to access Customer Data or systems holding Customer Data shall undergo regular training on secure information management principles.

Unless otherwise agreed with the Customer in writing, this training must be undertaken annually.

- 6.5 Where the Supplier or Sub-Contractors grants increased ICT privileges or access rights to Supplier Personnel, those Supplier Personnel shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

7. IDENTITY, AUTHENTICATION AND ACCESS CONTROL

- 7.1 The Supplier shall operate an access control regime to ensure all users and administrators of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) are uniquely identified and authenticated when accessing or administering the Services. Applying the 'principle of least privilege', users and administrators shall be allowed access only to those parts of the ICT Environment that they require. The Supplier shall retain an audit record of accesses.

8. AUDIT AND MONITORING

- 8.1 The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:
 - 8.1.1 logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Goods and/or Services allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers; and
 - 8.1.2 security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account logon and logoff events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.
- 8.2 The Supplier and the Customer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
- 8.3 The Supplier shall retain audit records collected in compliance with this paragraph 8 for a period of at least six (6) Months.

ANNEX 2: SECURITY POLICY

The Customer's Security Policy, which is updated from time to time, can be found at:
<https://ministryofjustice.github.io/security-guidance>.

ANNEX 3: SECURITY MANAGEMENT PLAN

Supplier to provide within twenty (20) Working Days of Call Off Commencement Date.

ANNEX 4: CUSTOMER ADDITIONAL SECURITY REQUIREMENTS

1. The Supplier shall provide scalable and secure storage of print and scan data to comply with current industry security standards.
2. Security Policy. The Supplier shall maintain, and at all times in providing the Services comply with, an adequate security policy which addresses the protection of the Customer Data (the "Supplier Information Security Regime").
3. Legal Requirements. The Supplier shall, and shall procure that the Supplier System and Supplier Personnel shall, at all times adhere to all applicable Law, including but not limited to, the Official Secrets Act (1989) and Data Protection Legislation and comply with the relevant provisions of this Call Off Contract.
4. Compliance. The Supplier shall have in place and shall maintain Cyber Essentials Plus form www.ncsc.gov.uk (or any agreed equivalent replacement certification) throughout the Call Off Contract Period and thereafter for as long as the Supplier holds or processes any Customer Data, where a directly comparable and verifiable compliance regime (such as suitably scoped ISO27001 compliance, supported by suitably scoped and qualified independent technical validations and associated remediation's) are not held.
5. Security Contact. The Supplier shall nominate and notify to the Customer a member of Supplier Personnel who shall be accountable for the Supplier's information risk and security management. The Supplier shall notify the Customer in writing of any change to the nominated contact throughout the Call Off Contract Period.
6. Risk Assessments. The Supplier shall undertake periodic risk assessment(s) of any component, including but not limited to all systems, services, personnel, physical locations and supply chain (including all Sub-Contractors), utilised or otherwise involved in the provision of the Services. The Supplier shall provide holistic risk assessment(s) to support the Supplier Information Security Regime and shall proactively recommend appropriate additional controls to be proportionally implemented to continuously refresh and improve the Supplier Information Security Regime. The Supplier must disclose risk assessment findings on request to the Customer.
7. Continuous Improvement. The Supplier shall continuously review and improve its approach to information security to ensure any associated controls or defences are appropriate, modern, current and proportional, in order to adequately protect and assure data or information at any point in time.
8. Right to Audit. The Customer shall be entitled at all times during the Call Off Contract Period to audit the Supplier Information Security Regime at any time and the Supplier shall provide to the Customer on demand, all relevant certifications, information, data and artefacts applicable to the same, including but not limited to, physical access for the purposes of enabling the Customer to audit any physical locations where Customer Data is held and/or processed by the Supplier (or any Sub-Contractor) subject to the Customer providing reasonable notice to the Supplier of any such physical audit.
9. Security Incidents. The Supplier shall inform the Customer in writing within 24 hours of becoming aware, or having reasonable suspicion, that a negative security event or data breach has occurred or is likely to occur, that directly or indirectly involves Customer Data or Customer Systems (a "**Security Incident**").

10. The Supplier shall provide the Customer with an incident report following remediation of any Security Incident demonstrating timescales of events from detection through to recovery.
11. Secure Design. The Supplier shall ensure that the Supplier Information Security Regime is embedded in all Supplier service management processes and tools, including but not limited to, change management, incident management, and other service management artefacts as described within ISO/IEC 20000 (and any agreed equivalent replacement certification).
12. Technical Security. The Supplier warrants that all Supplier Systems and Customer Systems used by the Supplier directly or indirectly in the performance of the Services, are configured and maintained in accordance with Good Industry Practice, including but not limited to vulnerability and patch management through an aggressive and timely patching regime and security-related change control to avoid regression or introduction of a negative security changes.
13. Technical Assurance. The Supplier shall ensure that any technology developed or used in its performance of this Call Off Contract, is developed, reviewed and where appropriate proportionally remediated, in line with Good Industry Practice including professional certified independent technical security testing (such as CyberScheme, TigerSCHEME or CREST certified) or as otherwise Approved by the Customer in writing against application source code and associated underlying infrastructure, and where possible align with the Open Standards for Government.
14. The Supplier shall continuously throughout the Call Off Contract Period, review technical security measures to ensure any appropriate, applicable and proportional changes are applied in response to, and in accordance with, changes to government and industry guidance.
15. The Supplier shall ensure that its Technical Security Standards, policies and guidance align to UK National Cyber Security Centre (NCSC) publications and guidance wherever possible. The Customer reserves the right to request information on, and upon reasonable written notice to audit, the same.
16. The Supplier shall ensure technical solutions and services adopt and fully comply with modern connectivity and cryptographic standards after applicable guidance and standards have been updated, including but not limited to, implementing iterations to in-transit encryption such as Transport Layer Security (TLS) and Internet Protocol Security (IPSec) and at-rest encryption.
17. Professional certified independent technical security testing must include, but not be limited to, the Open Web Application Security Project (OWASP) 'Top 10'.
18. Use of Customer Systems. The Supplier shall not use, or permit any Sub-Contractor to use, any Customer Data or Customer System for any purpose other than those permitted by this Call Off Contract.
19. Separation. The Supplier Systems must ensure logical separation between purposes and zones of trust, for example, establishing and enforcing logical delineation between Supplier Systems involved in the delivery of the Services and development environments used to iterate and improve the Supplier Systems involved in the delivery of the Services. Such separation must include, but not be limited to, the unique credentials and the prohibition of

the use of Customer Materials for non-service fulfilment (for example, testing) purposes unless authorised in advance by the Customer in writing.

20. Data Processing and Support Locations. The Supplier shall not store or process any Customer Data outside of the EU without the prior written consent of the Customer.
21. Testing Security must be considered in all testing of systems and services prior to go-live.
22. Data Retention. The Supplier shall ensure that all Customer Data is stored and processed according to the Customer's requirements, and is securely deleted thereafter.
23. Personal Data. The Supplier shall complete a Data Protection Impact Assessment (**DPIA**) prior to performing the Services, accessing any Personal Data of the Customer, and following any Contract Change. Where Customer personal data is held by the supplier, it must abide by the Customer data processing standards and processes, including but not limited to any Data Subject Access Request procedure of the Customer.
24. Supplier staff validation. The Supplier shall ensure that all Supplier Personnel are fully trained and have the necessary qualifications, experience and competence to carry out the tasks required.
25. Vetting. The Supplier shall ensure that all Supplier Personnel maintain the required level of security clearance.
26. Access limitations. The Supplier's access to the Customer Systems shall be limited to only Systems, Services and Supplier Personnel directly required for the performance of the Services.
27. Security Awareness. The Supplier shall provide all Supplier Personnel with adequate and relevant security-related education, training and awareness to include, but not be limited to, technical, physical and procedural security. Education, training and awareness courses or certifications must be completed by all Supplier Personnel utilised in the direct or indirect performance of the Services at least once in every Call Off Contract Year. In particular, awareness and training materials must include and address items found or highlighted in the risk assessments carried out with regard to the Supplier's provision of Services to the Customer.
28. Security Management Plan. The Supplier shall provide a completed Security Management Plan to the Customer within twenty (20) days after the Call Off Commencement Date, which includes details of risk assessments, response, evaluation, responsibilities and roles.
29. The Supplier's Information Security Regime shall extend to include procedures for protecting and managing the risks associated with Customer Data stored on the hard drives of devices and Cloud infrastructure not only during but also upon expiry of the Call Off Contract. Points to include: data encryption, data overwrite, erasure/re-formatting, any retention of data.
30. The implementation of security controls shall comply to ISO 27001 / HMG Minimum Cyber Security Standard / NCSC Cloud Security Principles.
31. The Supplier shall ensure any processing of the Customer Data (stored, transmitted) complies with the Government Security Classification Policy rating of OFFICIAL (Includes the OFFICIAL-SENSITIVE caveat).

32. The Supplier shall comply with all relevant legislation, organisational and cross Government and policy and guidelines in relation to data and asset security.
33. The Supplier shall ensure that all Supplier Equipment supplied to the Customer complies with the Evaluation Assurance Level 2 (EAL 2) as a minimum, in accordance with ISO 15408 Common Criteria for Information Technology Security Evaluation or an agreed level.
34. The Supplier shall provide all reasonable support requested by the Customer in meeting their legislative obligations including, but not limited to, those set out in: The Equality Act, The Freedom of Information Act (FOI) and the Data Protection Act 2018.

CALL OFF SCHEDULE 8: IT SERVICE CONTINUITY AND DISASTER RECOVERY

1. DEFINITIONS

1.1 In this Call Off Schedule 8, the following definitions shall apply:

"IT Service Continuity Plan"	has the meaning given to it in paragraph 2.2.1(b) of this Call Off Schedule 8;
"Disaster Recovery Plan"	has the meaning given to it in paragraph 2.2.1(c) of this Call Off Schedule 8;
"Disaster Recovery System"	means the system embodied in the processes and procedures for restoring the provision of Goods and/or Services following the occurrence of a disaster;
"Review Report"	has the meaning given to it in paragraph 6.2 of this Call Off Schedule 8; and
"Supplier's Proposals"	has the meaning given to it in paragraph 6.2.3 of this Call Off Schedule 8.

2. IT SCDR PLAN

2.1 Within thirty (30) Working Days from the Call Off Commencement Date the Supplier shall prepare and deliver to the Customer for the Customer's written Approval a plan, which shall detail the processes and arrangements that the Supplier shall follow to:

2.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Goods and/or Services; and

2.1.2 the recovery of the Goods and/or Services in the event of a Disaster.

2.2 The IT SCDR Plan shall:

2.2.1 be divided into three parts:

(a) Part A which shall set out general principles applicable to the IT SCDR Plan;

(b) Part B which shall relate to IT service continuity (the "IT Service Continuity Plan"); and

(c) Part C which shall relate to disaster recovery (the "Disaster Recovery Plan"); and

2.2.2 unless otherwise required by the Customer in writing, be based upon and be consistent with the provisions of paragraphs 3, 4 and 5 of this Call Off Schedule 8.

2.3 Following receipt of the draft IT SCDR Plan from the Supplier, the Customer shall:

2.3.1 review and comment on the draft IT SCDR Plan as soon as reasonably practicable; and

2.3.2 notify the Supplier in writing that it Approves or rejects the draft IT SCDR Plan no later than twenty (20) Working Days after the date on which the draft IT SCDR Plan is first delivered to the Customer.

2.4 If the Customer rejects the draft IT SCDR Plan:

- 2.4.1 the Customer shall inform the Supplier in writing of its reasons for its rejection; and
- 2.4.2 the Supplier shall then revise the draft IT SCDR Plan (taking reasonable account of the Customer's comments) and shall re-submit a revised draft IT SCDR Plan to the Customer for the Customer's Approval within twenty (20) Working Days of the date of the Customer's notice of rejection. The provisions of paragraphs 2.3 and 2.4 of this Call Off Schedule 8 shall apply again to any resubmitted draft IT SCDR Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

3. PART A – IT SCDR PLAN AND GENERAL PRINCIPLES AND REQUIREMENTS

3.1 Part A of the IT SCDR Plan shall:

- 3.1.1 set out how the IT service continuity and disaster recovery elements of the IT SCDR Plan link to each other;
- 3.1.2 demonstrate how the Services shall be provided as set out in Schedule 2 (Statement of Requirements);
- 3.1.3 provide details of how the invocation of any element of the IT SCDR Plan may impact upon the operation of the provision of the Goods and/or Services and any goods and/or services provided to the Customer by a Related Supplier;
- 3.1.4 contain an obligation upon the Supplier to liaise with the Customer and (at the Customer's request) any Related Suppliers with respect to issues concerning business continuity and disaster recovery where applicable;
- 3.1.5 detail how the IT SCDR Plan links and interoperates with any overarching and/or connected disaster recovery or business or IT service continuity plan of the Customer and any of its other Related Supplier in each case as notified to the Supplier by the Customer from time to time;
- 3.1.6 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multi-channels (including but without limitation a web-site (with FAQs), e-mail, phone and fax) for both portable and desk top configurations, where required by the Customer;
- 3.1.7 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments and estimates of frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Goods and/or Services and processes for managing the risks arising therefrom;
 - (c) identification of risks arising from the interaction of the provision of Goods and/or Services and with the goods and/or services provided by a Related Supplier; and
 - (d) a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;
- 3.1.8 provide for documentation of processes, including business processes, and procedures;
- 3.1.9 set out key contact details (including roles and responsibilities) for the Supplier (and any Sub-Contractors) and for the Customer;

- 3.1.10 identify the processes and procedures for the resumption of “normal service”;
 - 3.1.11 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to ensure that there is no more than the accepted amount of data loss and to preserve data integrity;
 - 3.1.12 identify the responsibilities (if any) that the Customer has agreed it will assume in the event of the invocation of the IT SCDR Plan;
 - 3.1.13 provide for the provision of technical advice and assistance to key contacts at the Customer as notified by the Customer from time to time to inform decisions in support of the Customer’s business continuity plans; and
 - 3.1.14 set out the processes and procedures for reviewing, testing, changing and maintaining the IT SCDR Plan.
- 3.2 The IT SCDR Plan shall be designed so as to ensure that:
- 3.2.1 the Goods and/or Services are provided in accordance with this Call Off Contract at all times during and after the invocation of the IT SCDR Plan;
 - 3.2.2 the adverse impact of any Disaster, service failure, or disruption on the operations of the Customer is minimal as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 22301, ISO/IEC 22313 and ISO/IEC 27031 and all other industry standards from time to time in force; and
 - 3.2.4 there is a process for the management of disaster recovery testing detailed in the IT SCDR Plan.
- 3.3 The IT SCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Goods and/or Services or to the business processes facilitated by and the business operations supported by the provision of Goods and/or Services.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Service Levels or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Call Off Contract.

4. PART B - IT SERVICE CONTINUITY PLAN - PRINCIPLES AND CONTENTS

- 4.1 The IT Service Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes and operations facilitated by the provision of Goods and/or Services remain supported and to ensure continuity of the business operations supported by the Services including, unless the Customer expressly states otherwise in writing:
- 4.1.1 the alternative processes (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Goods and/or Services; and
 - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Goods and/or Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.
- 4.2 The IT Service Continuity Plan shall:
- 4.2.1 address the various possible levels of failures of or disruptions to the provision of Goods and/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 and/or Services (such goods and/or services and steps, the “**IT Service Continuity Goods and/or Services**”);
- 4.2.3 specify any applicable Service Levels with respect to the provision of the IT Service Continuity Services and details of any agreed relaxation to the Service Levels in respect of the provision of other Goods and/or Services during any period of invocation of the IT Service Continuity Plan; and
- 4.2.4 clearly set out the conditions and/or circumstances under which the IT Service Continuity Plan is invoked.

5. **PART C - DISASTER RECOVERY PLAN - PRINCIPLES AND CONTENTS**

- 5.1 The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Customer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Disaster Recovery Plan shall be invoked only upon the occurrence of a Disaster.
- 5.3 The Disaster Recovery Plan shall include the following:
 - 5.3.1 the technical design and build specification of the Disaster Recovery System;
 - 5.3.2 details of the procedures and processes to be put in place by the Supplier in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any testing of the same including but not limited to the following:
 - (a) data centre and disaster recovery site audits;
 - (b) backup methodology and details of the Supplier's approach to data back-up and data verification;
 - (c) identification of all potential disaster scenarios;
 - (d) risk analysis;
 - (e) documentation of processes and procedures (including but not limited to fail over testing procedures);
 - (f) hardware configuration details;
 - (g) network planning including details of all relevant data networks and communication links;
 - (h) invocation rules;
 - (i) Service recovery procedures (including without limitation, procedures in respect of any failure due to a pandemic or epidemic as well as details of any back-up site and collateral stock to be used by the Supplier in providing the Bulk Print Service); and
 - (j) steps to be taken upon resumption of the provision of Goods and/or Services to address any prevailing effect of the failure or disruption of the provision of Goods and/or Services, including a root cause analysis and remediation plans;
 - 5.3.3 any applicable Service Levels with respect to the provision of the Disaster Recovery Services and details of any agreed relaxation to the Service Levels in respect of the

provision of other Goods and/or Services during any period of invocation of the Disaster Recovery Plan;

- 5.3.4 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 5.3.5 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule 8; and
- 5.3.6 testing and management arrangements.

6. REVIEW AND AMENDMENT OF THE IT SCDR PLAN

6.1 The Supplier shall review the IT SCDR Plan (and the risk analysis on which it is based):

- 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 IT SCDR Plan (or any part) having been invoked pursuant to paragraph 7 of this Call Off Schedule 8; and
- 6.1.3 where the Customer requests any additional reviews (over and above those provided for in paragraphs 6.1.1 and 6.1.2 of this Call Off Schedule 8) by notifying the Supplier to such effect in writing, whereupon the Supplier shall conduct such reviews in accordance with the Customer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Customer for the Customer's Approval. The costs of both Parties of any such additional reviews shall be met by the Customer except that the Supplier shall not be entitled to charge the Customer for any costs that it may incur above any estimate without the Customer's prior written Approval.

6.2 Each review of the IT SCDR Plan pursuant to paragraph 6.1 of this Call Off Schedule 8 shall be a review of the procedures and methodologies set out in the IT SCDR Plan and shall assess their suitability having regard to any change to the Goods and/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 IT SCDR Plan or the last review of the IT SCDR 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 IT SCDR Plan. The review shall be completed by the Supplier within the period required by the IT SCDR Plan or, if no such period is required, within such period as the Customer shall reasonably require. The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the IT SCDR Plan, provide to the Customer a report (a **"Review Report"**) setting out:

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

6.3 Following receipt of the Review Report and the Supplier's Proposals, the Customer shall:

- 6.3.1 review and comment on the Review Report and the Supplier's Proposals as soon as reasonably practicable; and
 - 6.3.2 notify the Supplier in writing that it Approves or rejects the Review Report and the Supplier's Proposals no later than twenty (20) Working Days after the date on which they are first delivered to the Customer.
- 6.4 If the Customer rejects the Review Report and/or the Supplier's Proposals:
 - 6.4.1 the Customer shall inform the Supplier in writing of its reasons for its rejection; and
 - 6.4.2 the Supplier shall then revise the Review Report and/or the Supplier's Proposals as the case may be (taking reasonable account of the Customer's comments and carrying out any necessary actions in connection with the revision) and shall re-submit a revised Review Report and/or revised Supplier's Proposals to the Customer for the Customer's Approval within twenty (20) Working Days of the date of the Customer's notice of rejection. The provisions of paragraphs 6.3 and 6.4 of this Call Off Schedule 8 shall apply again to any resubmitted Review Report and Supplier's Proposals, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the Customer's Approval of the Supplier's Proposals (having regard to the significance of any risks highlighted in the Review Report) effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Goods and/or Services.

7. TESTING OF THE IT SCDR PLAN

- 7.1 The Supplier shall test the IT SCDR Plan on a regular basis (and in any event not less than once in every Call Off Contract Year). Subject to paragraph 7.2 of this Call Off Schedule 8, the Customer may require the Supplier to conduct additional tests of some or all aspects of the IT SCDR Plan at any time where the Customer considers it necessary, including where there has been any change to the Goods and/or Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the IT SCDR Plan.
- 7.2 If the Customer requires an additional test of the IT SCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Customer's requirements and the relevant provisions of the IT SCDR Plan. The Supplier's costs of the additional test shall be borne by the Customer unless the IT SCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the IT SCDR Plan in full consultation with the Customer and shall liaise with the Customer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Customer in this regard. Each test shall be carried out under the supervision of the Customer or its nominee.
- 7.4 The Supplier shall ensure that any use by it or any Sub-Contractor of "live" data in such testing is first Approved with the Customer. Copies of live test data used in any such testing shall be (if so required by the Customer) destroyed or returned to the Customer on completion of the test.

- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Customer a written report setting out:
- 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the IT SCDR Plan (including the IT SCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Customer, (including requests for the re-testing of the IT SCDR Plan) to remedy any failures in the IT SCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at no additional cost to the Customer, by the date reasonably required by the Customer and set out in such notice.
- 7.7 For the avoidance of doubt, the carrying out of a test of the IT SCDR Plan (including a test of the IT SCDR Plan's procedures) shall not relieve the Supplier of any of its obligations under this Call Off Contract.
- 7.8 The Supplier shall also perform a test of the IT SCDR Plan in the event of any major reconfiguration of the Goods and/or Services or as otherwise reasonably requested by the Customer.

8. INVOCATION OF THE IT SCDR PLAN

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

CALL OFF SCHEDULE 9: EXIT MANAGEMENT

1. DEFINITIONS

1.1 In this Call Off Schedule 9, the following definitions shall apply:

"Exit Information"	has the meaning given to it in paragraph 4.1 of this Call Off Schedule 9;
"Exit Manager"	means the person appointed by each Party pursuant to paragraph 3.4 of this Call Off Schedule 9 for managing the Parties' respective obligations under this Call Off Schedule 9;
"Net Book Value"	means the net book value of the relevant Supplier Asset(s) calculated in accordance with the depreciation policy of the Supplier set out in the letter in the agreed form from the Supplier to the Customer of even date with this Call Off Contract;
"Registers"	means the registers and configuration database referred to in paragraphs 3.1.1 and 3.1.2 of this Call Off Schedule 9;
"Termination Assistance"	means the activities to be performed by the Supplier pursuant to the Exit Plan, and any other assistance required by the Customer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in paragraph 6.1 of this Call Off Schedule 9;
"Termination Assistance Period"	means in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to paragraph 6.2 of this Call Off Schedule 9;
"Transferable Assets"	means those of the Supplier Assets which are capable of legal transfer to the Customer;
"Transferable Contracts"	means the Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Customer or any Replacement Supplier to provide the Goods and/or Services or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in paragraph 10.2.1 of this Call Off Schedule 9; and
"Transferring Contracts"	has the meaning given to it in paragraph 10.2.3 of this Call Off Schedule 9.

2. INTRODUCTION

- 2.1 This Call Off Schedule 9 describes provisions that should be included in the Exit Plan, the duties and responsibilities of the Supplier to the Customer leading up to and covering the Call Off Expiry Date and the transfer of service provision to the Customer and/or a Replacement Supplier.
- 2.2 The objectives of the exit planning and service transfer arrangements are to ensure a smooth transition of the availability of the Goods and/or Services from the Supplier to the Customer and/or a Replacement Supplier at the Call Off Expiry Date.

3. OBLIGATIONS DURING THE CALL OFF CONTRACT PERIOD TO FACILITATE EXIT

- 3.1 During the Call Off Contract Period, the Supplier shall:

- 3.1.1 create and maintain a Register of all:

- (a) Supplier Assets, detailing their:
 - (i) make, model and asset number;
 - (ii) Net Book Value;
 - (iii) condition and physical location; and
 - (iv) use (including technical specifications);
- (b) Sub-Contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Goods and/or Services;
- (c) Customer Data contained in any Supplier System; and
- (d) Maintained Devices, detailing their:
 - (i) make, model and device number;
 - (ii) condition and physical location; and
 - (iii) use (including technical specifications);

- 3.1.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Goods and/or Services, which shall contain sufficient detail to permit the Customer and/or Replacement Supplier to understand how the Supplier provides the Goods and/or Services and to enable the smooth transition of the Goods and/or Services with the minimum of disruption;

- 3.1.3 agree the format of the Registers with the Customer as part of the process of agreeing the Exit Plan; and

- 3.1.4 at all times keep the Registers up to date, in particular in the event that Assets, Sub-Contracts or other relevant agreements are added to or removed from the Goods and/or Services.

- 3.2 The Supplier shall (unless otherwise agreed by the Customer in writing) procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation at the request of the Customer to the Customer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Goods and/or Services (or

part of them) without restriction (including any need to obtain any consent or approval) or payment by the Customer.

- 3.3 Where the Supplier is unable to procure that any Sub-Contract or other agreement referred to in paragraph 3.2 of this Call Off Schedule 9 which the Supplier proposes to enter into after the Call Off Commencement Date is assignable and/or capable of novation to the Customer (and/or its nominee) and/or any Replacement Supplier without restriction or payment, the Supplier shall promptly notify the Customer of this and the Parties shall (acting reasonably and without undue delay) discuss the appropriate action to be taken which, where the Customer so directs, may include the Supplier seeking an alternative Sub-Contractor or provider of goods and/or services to which the relevant agreement relates.
- 3.4 Each Party shall appoint a person for the purposes of managing the Parties' respective obligations under this Call Off Schedule 9 and provide written notification of such appointment to the other Party within three (3) Months of the Call Off Commencement Date. The Supplier's Exit Manager shall be responsible for ensuring that the Supplier and its employees, agents and Sub-Contractors comply with this Call Off Schedule 9. The Supplier shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Supplier as are reasonably necessary to enable the Supplier to comply with the requirements set out in this Call Off Schedule 9. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination of this Call Off Contract and all matters connected with this Call Off Schedule 9 and each Party's compliance with it.

4. OBLIGATIONS TO ASSIST ON RE-TENDERING OF GOODS AND/OR SERVICES

- 4.1 On reasonable notice at any point during the Call Off Contract Period, the Supplier shall provide to the Customer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), the following assistance, material and information in order to facilitate the preparation by the Customer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence:
- 4.1.1 details of the Service(s) including information manuals and data in the position of the Supplier and/or its Sub-Contractors which relate to the performance, monitoring, management and reporting of the Services, service interfaces, design documents, and service descriptions;
 - 4.1.2 a copy of the Registers, updated by the Supplier up to the date of delivery of such Registers;
 - 4.1.3 an inventory of Customer Data in the Supplier's possession or control;
 - 4.1.4 details of any key terms of any third party contracts and licences, particularly as regards charges, termination, assignment and novation;
 - 4.1.5 a list of on-going and/or threatened disputes in relation to the provision of the Goods and/or Services;
 - 4.1.6 all information relating to Transferring Supplier Employees required to be provided by the Supplier under this Call Off Contract;
 - 4.1.7 such other assistance, material and information as the Customer shall reasonably require;
 - 4.1.8 assistance as required by the Customer to populate information relating to the Services in the Customer's service knowledge repository to be accessed by potential Replacement Supplier(s) during the re-tender process; and

- 4.1.9 provision of assistance as required by the Customer in answering questions from potential Replacement Supplier(s),
together, the “**Exit Information**”.
- 4.2 The Supplier acknowledges that the Customer may disclose the Supplier's Confidential Information to an actual or prospective Replacement Supplier or any third party whom the Customer is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the Customer may not under this paragraph 4.2 of this Call Off Schedule 9 disclose any Supplier's Confidential Information which is information relating to the Supplier's or its Sub-Contractors' prices or costs).
- 4.3 The Supplier shall:
- 4.3.1 notify the Customer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Goods and/or Services and shall consult with the Customer regarding such proposed material changes; and
- 4.3.2 provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within ten (10) Working Days of a request in writing from the Customer.
- 4.4 The Supplier may charge the Customer for its reasonable additional costs to the extent the Customer requests more than four (4) updates in any six (6) Month period.
- 4.5 The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the Supplier shall be such as would be reasonably necessary to enable a third party to:
- 4.5.1 prepare an informed offer for those Goods and/or Services; and
- 4.5.2 not be disadvantaged in any subsequent procurement process compared to the Supplier (if the Supplier is invited to participate).

5. EXIT PLAN

- 5.1 The Supplier shall, within three (3) Months after the Call Off Commencement Date, deliver to the Customer an Exit Plan which:
- 5.1.1 sets out the Supplier's proposed methodology for achieving an orderly transition of the Goods and/or Services from the Supplier to the Customer and/or its Replacement Supplier on the expiry or termination of this Call Off Contract;
- 5.1.2 complies with the requirements set out in paragraph 5.3 of this Call Off Schedule 9; and/or
- 5.1.3 is otherwise reasonably satisfactory to the Customer.
- 5.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 5.3 Unless otherwise specified by the Customer or Approved, the Exit Plan shall set out, as a minimum:
- 5.3.1 how the Exit Information is obtained;

- 5.3.2 the management structure to be employed during both transfer and cessation of the Goods and/or Services;
 - 5.3.3 the management structure to be employed during the Termination Assistance Period;
 - 5.3.4 a detailed description of both the transfer and cessation processes, including a timetable;
 - 5.3.5 how the Goods and/or Services will transfer to the Replacement Supplier and/or the Customer, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Customer's technology components from any technology components operated by the Supplier or its Sub-Contractors (where applicable);
 - 5.3.6 details of contracts (if any) which will be available for transfer to the Customer and/or the Replacement Supplier upon the Call Off Expiry Date together with any reasonable costs required to effect such transfer (and the Supplier agrees that all assets and contracts used by the Supplier in connection with the provision of the Goods and/or Services will be available for such transfer);
 - 5.3.7 proposals for the training of key members of the Replacement Supplier's personnel in connection with the continuation of the provision of the Goods and/or Services following the Call Off Expiry Date charged at rates agreed between the Parties at that time;
 - 5.3.8 proposals for providing the Customer or a Replacement Supplier copies of all documentation:
 - (a) used in the provision of the Goods and/or Services and necessarily required for the continued use thereof, in which the Intellectual Property Rights are owned by the Supplier; and
 - (b) relating to the use and operation of the Goods and/or Services;
 - 5.3.9 proposals for the assignment or novation of the provision of all services, leases, maintenance agreements and support agreements utilised by the Supplier in connection with the performance of the supply of the Goods and/or Services;
 - 5.3.10 proposals for the identification and return of all Customer Property in the possession of and/or control of the Supplier or any third party (including any Sub-Contractor);
 - 5.3.11 proposals for the disposal of any redundant Goods and/or Services and materials;
 - 5.3.12 procedures to deal with requests made by the Customer and/or a Replacement Supplier for Staffing Information pursuant to Call Off Schedule 10 (Staff Transfer);
 - 5.3.13 how each of the issues set out in this Call Off Schedule 9 will be addressed to facilitate the transition of the Goods and/or Services from the Supplier to the Replacement Supplier and/or the Customer with the aim of ensuring that there is no disruption to or degradation of the Goods and/or Services during the Termination Assistance Period; and
 - 5.3.14 proposals for the supply of any other information or assistance reasonably required by the Customer or a Replacement Supplier in order to effect an orderly handover of the provision of the Goods and/or Services.
- 5.4 Within thirty (30) days after service of notice of termination by either party or not more than seven (7) and no less than six (6) Months prior to the expiry of this Call Off Contract, the

Supplier will submit for the Customer's Approval the Exit Plan in a final form that could be implemented immediately.

- 5.5 Until the agreement of the final form Exit Plan, the Supplier will provide the Termination Assistance in accordance with the principles set out in this Call Off Schedule 9 (Exit Management) and the last Approved version of the Exit Plan (insofar as this still applies).

6. TERMINATION ASSISTANCE

- 6.1 The Customer shall be entitled to require the provision of Termination Assistance at any time during the Call Off Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Call Off Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

- 6.1.1 the date from which Termination Assistance is required;
- 6.1.2 the nature of the Termination Assistance required; and
- 6.1.3 the period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Goods and/or Services.

- 6.2 The Customer shall have an option to extend the Termination Assistance Period beyond the period specified in the Termination Assistance Notice provided that such extension shall not extend for more than six (6) Months after the date the Supplier ceases to provide the Goods and/or Services or, if applicable, beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier to such effect no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Customer shall have the right to terminate its requirement for Termination Assistance by serving not less than twenty (20) Working Days' written notice upon the Supplier to such effect.

7. TERMINATION ASSISTANCE PERIOD

- 7.1 Throughout the Termination Assistance Period, or such shorter period as the Customer may require, the Supplier shall:

- 7.1.1 continue to provide the Goods and/or Services (as applicable) and, if required by the Customer pursuant to paragraph 6.1 of this Call Off Schedule 9, provide the Termination Assistance;
- 7.1.2 in addition to providing the Goods and/or Services and the Termination Assistance, provide to the Customer any reasonable assistance requested by the Customer to allow the Goods and/or Services to continue without interruption following the termination or expiry of this Call Off Contract and to facilitate the orderly transfer of responsibility for and conduct of the Goods and/or Services to the Customer and/or its Replacement Supplier;
- 7.1.3 use all reasonable endeavours to reallocate resources to provide such assistance as is referred to in paragraph 7.1.2 of this Call Off Schedule 9 without additional costs to the Customer;
- 7.1.4 upon request, provide assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are

appropriate for use by the Customer and/or Replacement Supplier(s) after the end of the Termination Assistance Period;

- 7.1.5 upon request, analyse and provide information about capacity and performance requirements, processor requirements and bandwidth requirements, and known planned requirements for capacity growth across these areas;
 - 7.1.6 upon request, make available to the Customer and/or the Replacement Supplier(s) expertise to analyse training requirements and provide all necessary training for the use of tools by such staff as are nominated by the Customer (acting reasonably) at the time of termination or expiry;
 - 7.1.7 provide the Customer within five (5) Working Days of a request by the Customer, or such other timescale as may be agreed by the parties, with any problem logs which have not previously been provided to the Customer, including any unresolved incidents and known errors which are likely to remain unresolved at the end of the Termination Assistance Period;
 - 7.1.8 agree with the Customer and/or the Replacement Supplier(s) a plan for the migration of the Customer Data to the Customer and/or the Replacement Supplier(s). The Supplier will fully co-operate in the execution of the agreed plan, providing skills and expertise of a reasonably acceptable standard;
 - 7.1.9 provide the Goods and/or Services and the Termination Assistance at no detriment to the Service Level Performance Measures, save to the extent that the Parties agree otherwise in accordance with paragraph 7.3; and
 - 7.1.10 at the Customer's request and on reasonable notice, deliver up-to-date Registers to the Customer.
- 7.2 Without prejudice to the Supplier's obligations under paragraph 7.1.3 of this Call Off Schedule 9, if it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in paragraph 7.1.2 of this Call Off Schedule 9 without additional costs to the Customer, any additional costs incurred by the Supplier in providing such reasonable assistance which is not already in the scope of the Termination Assistance or the Exit Plan shall be subject to the Change Control Procedure (and calculated by reference to the principles at Annex 1 to this Call Off Schedule).
- 7.3 If the Supplier demonstrates to the Customer's reasonable satisfaction that transition of the Goods and/or Services and provision of the Termination Assist during the Termination Assistance Period will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Level Performance Measure(s), the Parties shall vary the relevant Service Level Performance Measure(s) and/or the applicable Service Credits to take account of such adverse effect.
- 7.4 The parties acknowledge that the migration of the Services from the Supplier to the Customer and/or its Replacement Supplier(s) may be phased, such that certain of the Services are handed over before others.

8. TERMINATION OBLIGATIONS

- 8.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 8.2 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Goods and/or Services and the Termination Assistance and its compliance with the other provisions of this Call Off Schedule 9), the Supplier shall:

- 8.2.1 cease to use the Customer Data;
- 8.2.2 provide the Customer and/or the Replacement Supplier with a complete and uncorrupted version of the Customer Data in electronic form (or such other format as reasonably required by the Customer);
- 8.2.3 erase from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Termination Assistance Period all Customer Data and promptly certify to the Customer that it has completed such deletion;
- 8.2.4 return to the Customer such of the following as is in the Supplier's possession or control:
 - (a) all copies of the Customer Software and any other software licensed by the Customer to the Supplier under this Call Off Contract;
 - (b) all materials created by the Supplier under this Call Off Contract in which the IPRs are owned by the Customer;
 - (c) any parts of the ICT Environment and any other equipment which belongs to the Customer;
 - (d) any items that have been on-charged to the Customer, such as consumables;
 - (e) all Customer Property issued to the Supplier under Clause 32 of this Call Off Contract (Customer Property). Such Customer Property shall be handed back to the Customer in good working order (allowance shall be made only for reasonable wear and tear); and
 - (f) any sums prepaid by the Customer in respect of Goods and/or Services not Delivered by the Call Off Expiry Date;
- 8.2.5 vacate any Customer Premises;
- 8.2.6 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Goods and/or Services and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier and/or any Supplier Personnel; and
- 8.2.7 provide access during normal working hours to the Customer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
 - (a) such information relating to the Goods and/or Services as remains in the possession or control of the Supplier; and
 - (b) such members of the Supplier Personnel as have been involved in the design, development and provision of the Goods and/or Services and who are still employed by the Supplier, provided that the Customer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to requests for access under this paragraph.
- 8.3 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Goods and/or Services and the Termination Assistance and its compliance with the other provisions of this Call Off Schedule 9), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited

period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Goods and/or Services or termination services or for statutory compliance purposes.

- 8.4 Except where this Call Off Contract provides otherwise, all licences, leases and authorisations granted by the Customer to the Supplier in relation to the Goods and/or Services shall be terminated with effect from the end of the Termination Assistance Period.

9. KNOWLEDGE TRANSFER

- 9.1 During the Termination Assistance Period, the Supplier shall:

- 9.1.1 transfer all training material and provide appropriate training to those Customer and/or Replacement Supplier staff responsible for internal training in connection with the provision of the Services;
- 9.1.2 provide for transfer to the Customer and/or the Replacement Supplier(s) of all knowledge reasonably required for the provision of the Services which may, as appropriate, include information, records and documents; and
- 9.1.3 provide the Customer and/or Replacement Supplier(s) with access to such members of the Supplier's or its Sub-contractors' personnel as have been involved in the design, development, provision or management of the Services and who are still employed or engaged by the Supplier or its Sub-contractors.

- 9.2 To facilitate the transfer of knowledge from the Supplier to the Customer and/or its Replacement Supplier(s), the Supplier shall provide a detailed explanation of the procedures and operations used to provide the Services, the change management process and other standards and procedures to the operations personnel of the Customer and/or the Replacement Supplier(s).

- 9.3 The information which the Supplier shall provide to the Customer and/or its Replacement Supplier(s) pursuant to paragraph 9.1 of this Call Off Schedule 9 will include:

- 9.3.1 copies of up-to-date procedures and operations manuals;
- 9.3.2 product information;
- 9.3.3 agreements with third party suppliers of goods and services which are to be transferred to the Customer or the Replacement Supplier(s);
- 9.3.4 key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Customer or the Replacement Supplier(s) pursuant to this Call Off Schedule (Exit Management);
- 9.3.5 information regarding any unresolved faults in progress at the commencement of the Termination Assistance Period as well as those expected to be in progress at the end of the Termination Assistance Period;
- 9.3.6 details of physical and logical security processes and tools which will be available to the Customer;
- 9.3.7 all test products and test data, along with specifications, configuration details and associated procedures for all Test assets (including but not limited to Test environments and test tools) and their associated repositories; and
- 9.3.8 any relevant interface information.

- 9.4 During the Termination Assistance Period the Supplier shall grant any agent or personnel (including employees, consultants and Suppliers) of the Replacement Supplier(s) and/or the

Customer access, during business hours and upon five (5) Working Days written notice, to any Sites for the purpose of effecting a prompt knowledge transfer provided that:

- 9.4.1 any such agent or personnel (including employees, consultants and Suppliers) having access to any Sites under this paragraph shall sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require); and
- 9.4.2 the Customer and/or the Replacement Supplier(s) shall pay the reasonable, proven and proper costs of the Supplier incurred in facilitating such access (calculated in accordance with the principles set out in Annex 1 to this Call Off Schedule 9 (Exit Management)).

10. ASSETS, SUB-CONTRACTS AND SOFTWARE

- 10.1 Following notice of termination of this Call Off Contract and during the Termination Assistance Period, the Supplier shall not, without the Customer's prior written consent:

- 10.1.1 terminate, enter into or vary any Sub-Contract;
- 10.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets; or
- 10.1.3 terminate, enter into or vary any licence for software in connection with the provision of Goods and/or Services.

- 10.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier pursuant to paragraph 7.1.10 of this Call Off Schedule 9, the Customer shall provide written notice to the Supplier setting out:

- 10.2.1 which, if any, of the Transferable Assets the Customer requires to be transferred to the Customer and/or the Replacement Supplier ("**Transferring Assets**");
- 10.2.2 which, if any, of the Supplier Assets that are not Transferable Assets the Customer and/or the Replacement Supplier requires the continued use of; and
- 10.2.3 which, if any, of Transferable Contracts the Customer requires to be assigned or novated to the Customer and/or the Replacement Supplier (the "**Transferring Contracts**"),

in order for the Customer and/or its Replacement Supplier to provide the Goods and/or Services from the expiry of the Termination Assistance Period. Where requested by the Customer and/or its Replacement Supplier, the Supplier shall provide all reasonable assistance to the Customer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts the Customer and/or its Replacement Supplier requires to provide the Goods and/or Services or the Replacement Goods and/or Replacement Services.

- 10.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Customer and/or its nominated Replacement Supplier for a consideration equal to their Net Book Value, except where the cost of the Transferring Asset has been partially or fully paid for through the Call Off Contract Charges at the Call Off Expiry Date, in which case the Customer shall pay the Supplier the Net Book Value of the Transferring Asset less the amount already paid through the Call Off Contract Charges.
- 10.4 Risk in the Transferring Assets shall pass to the Customer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title to the Transferring Assets shall pass to the Customer or the Replacement Supplier (as appropriate) on payment for the same.

- 10.5 Where the Supplier is notified in accordance with paragraph 10.2.2 of this Call Off Schedule 9 that the Customer and/or the Replacement Supplier requires continued use of any Supplier Assets that are not Transferable Assets, the Supplier shall as soon as reasonably practicable:
- 10.5.1 procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the Customer) for the Customer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which,
- 10.5.2 procure a suitable alternative to such assets and the Customer or the Replacement Supplier shall bear the reasonable proven costs of procuring the same.
- 10.6 The Supplier shall as soon as reasonably practicable assign or procure the novation to the Customer and/or the Replacement Supplier of the Transferring Contracts. The Supplier shall execute such documents and provide such other assistance as the Customer reasonably requires to effect this novation or assignment.
- 10.7 The Customer shall:
- 10.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
- 10.7.2 once a Transferring Contract is novated or assigned to the Customer and/or the Replacement Supplier, carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 10.8 The Supplier shall hold any Transferring Contracts on trust for the Customer until such time as the transfer of the relevant Transferring Contract to the Customer and/or the Replacement Supplier has been effected.
- 10.9 The Supplier shall indemnify the Customer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Customer (and/or Replacement Supplier) pursuant to paragraph 10.6 of this Call Off Schedule 9 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract.

11. SUPPLIER PERSONNEL

- 11.1 The Customer and Supplier agree and acknowledge that in the event of the Supplier ceasing to provide the Goods and/or Services or part of them for any reason, Call Off Schedule 10 (Staff Transfer) shall apply.
- 11.2 The Supplier shall not take any step (expressly or implicitly and directly or indirectly by itself or through any other person) to dissuade or discourage any employees engaged in the provision of the Goods and/or Services from transferring their employment to the Customer and/or the Replacement Supplier.
- 11.3 During the Termination Assistance Period, the Supplier shall give the Customer and/or the Replacement Supplier reasonable access to the Supplier's personnel to present the case for transferring their employment to the Customer and/or the Replacement Supplier.
- 11.4 The Supplier shall immediately notify the Customer or, at the direction of the Customer, the Replacement Supplier of any period of notice given by the Supplier or received from any person referred to in the Staffing Information, regardless of when such notice takes effect.

- 11.5 The Supplier shall not for a period of twelve (12) Months from the date of transfer re-employ or re-engage or entice any employees, suppliers or Sub-Contractors whose employment or engagement is transferred to the Customer and/or the Replacement Supplier, unless Approval has been obtained from the Customer which shall not be unreasonably withheld.

12. CHARGES

- 12.1 Except as otherwise expressly specified in this Call Off Contract, the Supplier shall not make any charges for the services provided by the Supplier pursuant to, and the Customer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with, this Call Off Schedule 9 including the preparation and implementation of the Exit Plan, the Termination Assistance and any activities mutually agreed between the Parties to carry on after the expiry of the Termination Assistance Period.

13. APPORTIONMENTS

- 13.1 All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Customer and the Supplier and/or the Replacement Supplier and the Supplier (as applicable) as follows:
- 13.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;
 - 13.1.2 the Customer shall be responsible for (or shall procure that the Replacement Supplier shall be responsible for) or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
 - 13.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.
- 13.2 Each Party shall pay (and/or the Customer shall procure that the Replacement Supplier shall pay) any monies due under paragraph 13.1 of this Call Off Schedule 9 as soon as reasonably practicable.

ANNEX 1

1. Principles for determining exit charges, costs and expenses in relation to Termination Assistance.
2. The Supplier shall not be entitled to claim any additional charges, costs or expenses from the customer, in relation to the Termination Assistance in respect of:
 - 2.1 providing information, documentation and reports for exit related purposes which are, or should be, available under the terms of this Call Off Contract;
 - 2.2 providing information, documentation and reports for exit related purposes which can be produced without material incremental cost using information already held by the Supplier;
 - 2.3 exit related activities and support which can reasonably be provided using existing resources, including staff who are already providing the Services, to perform such exit support and assistance;
 - 2.4 costs and expenses incurred by the Supplier as a result of its Defaults or delays in performing the Termination Assistance save where such Defaults or delays are caused by the Customer and/or the Replacement Supplier(s);
 - 2.5 performing its obligations under this Call Off Contract under paragraphs 3, 4, 5, 8, 10, and 11 of this Call Off Schedule 9;
 - 2.6 providing reasonable access to Supplier Sites for exit related purposes;
 - 2.7 any charges, costs or expenses which the Supplier has recovered, or reasonably expects to recover, pursuant to any other provision of this Call Off Contract, including but not limited to any payments received pursuant to Call Off Schedule 16 (Payments Made on Termination); and
 - 2.8 delivery of any part of or all of the Services during the Call Off Contract Period.
3. The Supplier shall use all reasonable endeavours to mitigate any costs and expenses incurred in relation to exit and/or the performance of the Termination Assistance.

CALL OFF SCHEDULE 10: STAFF TRANSFER

1. DEFINITIONS

1.1 In this Call Off Schedule 10, the following definitions shall apply:

“Admission Agreement” The agreement to be entered into by which the supplier agrees to participate in the Schemes as amended from time to time;

“Eligible Employee” any Fair Deal Employee who at the relevant time is an eligible employee as defined in the Admission Agreement;

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

- (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- (b) unfair, wrongful or constructive dismissal compensation;
- (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- (d) compensation for less favourable treatment of part-time workers or fixed term employees;
- (e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;
- (f) employment claims whether in tort, contract or statute or otherwise; or
- (g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory

or supervisory body and of implementing any requirements which may arise from such investigation;

“Fair Deal Employees”	those Transferring Customer Employees who are on the Relevant Transfer Date entitled to the protection of New Fair Deal and any Transferring Former Supplier Employees who originally transferred pursuant to a Relevant Transfer under the Employment Regulations (or the predecessor legislation to the Employment Regulations), from employment with a public sector employer and who were once eligible to participate in the Schemes and who at the Relevant Transfer Date become entitled to the protection of New Fair Deal;
“Former Supplier”	a supplier supplying services to the Customer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);
“New Fair Deal”	the revised Fair Deal position set out in the HM Treasury guidance: <i>“Fair Deal for staff pensions: staff transfer from central government”</i> issued in October 2013;
“Notified Sub-Contractor”	a Sub-Contractor identified in the Annex to this Call Off Schedule 10 to whom Transferring Customer Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
“Replacement Sub-Contractor”	a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
“Relevant Transfer”	a transfer of employment to which the Employment Regulations applies;
“Relevant Transfer Date”	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
“Schemes”	the Principal Civil Service Pension Scheme available to employees of the civil service and employees of bodies under the Superannuation Act 1972, as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Scheme and (ii) Death Benefits Scheme; the Civil Service Additional Voluntary Contribution Scheme; and the 2015 New Scheme (with effect from

	a date to be notified to the Supplier by the Minister for the Cabinet Office);
“Service Transfer”	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-Contractor to a Replacement Supplier or a Replacement Sub-Contractor;
“Service Transfer Date”	the date of a Service Transfer;
“Staffing Information”	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Customer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:</p> <ul style="list-style-type: none"> (a) their ages, dates of commencement of employment or engagement and gender; (b) details of whether they are employed, self employed contractors or consultants, agency workers or otherwise; (c) the identity of the employer or relevant contracting party; (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments; (e) their wages, salaries and profit sharing arrangements as applicable; (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them; (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims); (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;

	<ul style="list-style-type: none"> (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and (j) any other “employee liability information” as such term is defined in regulation 11 of the Employment Regulations;
“Supplier's Final Supplier Personnel List”	a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Relevant Transfer Date;
“Supplier's Provisional Supplier Personnel List”	a list prepared and updated by the Supplier of all Supplier Personnel who are engaged in or wholly or mainly assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
“Transferring Customer Employees”	those employees of the Customer to whom the Employment Regulations will apply on the Relevant Transfer Date;
“Transferring Former Supplier Employees”	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date; and
“Transferring Supplier Employees”	those employees of the Supplier and/or the Supplier’s Sub-Contractors to whom the Employment Regulations will apply on the Service Transfer Date.

2. INTERPRETATION

Where a provision in this Call Off Schedule 10 imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-Contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Customer, Former Supplier, Replacement Supplier or Replacement Sub-Contractor, as the case may be.

PART A

TRANSFERRING CUSTOMER EMPLOYEES AT COMMENCEMENT OF SERVICES

1. RELEVANT TRANSFERS

1.1 The Customer and the Supplier agree that:

1.1.1 the commencement of the provision of the Services or of each relevant part of the Services will be a Relevant Transfer in relation to the Transferring Customer Employees; and

1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between the Customer and the Transferring Customer Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Notified Sub-Contractor and each such Transferring Customer Employee.

1.2 The Customer shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Customer Employees in respect of the period arising up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period up to (but not including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Customer; and (ii) the Supplier and/or any Notified Sub-Contractor (as appropriate).

2. CUSTOMER INDEMNITIES

2.1 Subject to paragraph 2.2 of this Part A of Call Off Schedule 10, the Customer shall indemnify the Supplier and any Notified Sub-Contractor against any Employee Liabilities in respect of any Transferring Customer Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

2.1.1 any act or omission by the Customer occurring before the Relevant Transfer Date;

2.1.2 the breach or non-observance by the Customer before the Relevant Transfer Date of:

(a) any collective agreement applicable to the Transferring Customer Employees; and/or

(b) any custom or practice in respect of any Transferring Customer Employees which the Customer is contractually bound to honour;

2.1.3 any claim by any trade union or other body or person representing the Transferring Customer Employees arising from or connected with any failure by the Customer to comply with any legal obligation to such trade union, body or person arising before the Relevant Transfer Date;

2.1.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

- (a) in relation to any Transferring Customer Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Customer Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Customer to the Supplier and/or any Notified Sub-Contractor as appropriate, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date;
- 2.1.5 a failure of the Customer to discharge, or procure the discharge of, all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Customer Employees arising before the Relevant Transfer Date;
- 2.1.6 any claim made by or in respect of any person employed or formerly employed by the Customer other than a Transferring Customer Employee for whom it is alleged the Supplier and/or any Notified Sub-Contractor as appropriate may be liable by virtue of the Employment Regulations and/or the Acquired Rights Directive; and
- 2.1.7 any claim made by or in respect of a Transferring Customer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Customer Employee relating to any act or omission of the Customer in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Sub-Contractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2 The indemnities in paragraph 2.1 of this Part A of Call Off Schedule 10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-Contractor (whether or not a Notified Sub-Contractor) whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities:
 - 2.2.1 arising out of the resignation of any Transferring Customer Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier and/or any Sub-Contractor to occur in the period from (and including) the Relevant Transfer Date; or
 - 2.2.2 arising from the failure by the Supplier or any Sub-Contractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by the Customer as a Transferring Customer Employee claims, or it is determined in relation to any person who is not identified by the Customer as a Transferring Customer Employee, that his/her contract of employment has been transferred from the Customer to the Supplier and/or any Notified Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
 - 2.3.1 the Supplier shall, or shall procure that the Notified Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Customer; and
 - 2.3.2 the Customer may offer (or may procure that a third party may offer) employment to such person within fifteen (15) Working Days of receipt of the notification by the Supplier and/or any Notified Sub-Contractor, or take such other reasonable steps as

the Customer considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

- 2.4 If an offer referred to in paragraph 2.3.2 of this Part A of Call Off Schedule 10 is accepted, or if the situation has otherwise been resolved by the Customer, the Supplier shall, or shall procure that the Notified Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.
- 2.5 If by the end of the fifteen (15) Working Day period specified in paragraph 2.3.2 of this Part A of Call Off Schedule 10:
- 2.5.1 no such offer of employment has been made;
 - 2.5.2 such offer has been made but not accepted; or
 - 2.5.3 the situation has not otherwise been resolved,
- the Supplier and/or any Notified Sub-Contractor may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.
- 2.6 Subject to the Supplier and/or any Notified Sub-Contractor acting in accordance with the provisions of paragraphs 2.3 to 2.5 of this Part A of Call Off Schedule 10 and in accordance with all applicable proper employment procedures set out in applicable Law, the Customer shall indemnify the Supplier and/or any Notified Sub-Contractor (as appropriate) against all Employee Liabilities arising out of the termination pursuant to the provisions of paragraph 2.5 of this Part A of Call Off Schedule 10 provided that the Supplier takes, or procures that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.7 The indemnity in paragraph 2.6 of this Part A of Call Off Schedule 10:
- 2.7.1 shall not apply to:
 - (a) any claim for:
 - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or
 - (b) any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-Contractor neglected to follow a fair dismissal procedure; and
 - 2.7.2 shall apply only where the notification referred to in paragraph 2.3.1 of this Part A of Call Off Schedule 10 is made by the Supplier and/or any Notified Sub-Contractor (as appropriate) to the Customer within six (6) Months of the Call Off Commencement Date.
- 2.8 If any such person as is referred to in paragraph 2.3 of this Part A of Call Off Schedule 10 is neither re-employed by the Customer nor dismissed by the Supplier and/or any Notified Sub-Contractor within the time scales set out in paragraph 2.5 of this Part A of Call Off Schedule 10 such person shall be treated as having transferred to the Supplier and/or any Notified

Sub-Contractor and the Supplier shall, or shall procure that the Notified Sub-Contractor shall, comply with such obligations as may be imposed upon it under applicable Law.

3. SUPPLIER INDEMNITIES AND OBLIGATIONS

- 3.1 Subject to paragraph 3.2 of this Part A of Call Off Schedule 10 the Supplier shall indemnify the Customer against any Employee Liabilities in respect of any Transferring Customer Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:
- 3.1.1 any act or omission by the Supplier or any Sub-Contractor whether occurring before, on or after the Relevant Transfer Date;
 - 3.1.2 the breach or non-observance by the Supplier or any Sub-Contractor on or after the Relevant Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Customer Employees; and/or
 - (b) any custom or practice in respect of any Transferring Customer Employees which the Supplier or any Sub-Contractor is contractually bound to honour;
 - 3.1.3 any claim by any trade union or other body or person representing any Transferring Customer Employees arising from or connected with any failure by the Supplier or any Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
 - 3.1.4 any proposal by the Supplier or a Sub-Contractor made before the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Customer Employees to their material detriment on or after their transfer to the Supplier or the relevant Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Customer Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
 - 3.1.5 any statement communicated to or action undertaken by the Supplier or any Sub-Contractor to, or in respect of, any Transferring Customer Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Customer in writing;
 - 3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Customer Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Customer Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Customer to the Supplier or a Sub-Contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;

- 3.1.7 a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Customer Employees in respect of the period from (and including) the Relevant Transfer Date; and
 - 3.1.8 any claim made by or in respect of a Transferring Customer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Customer Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to their obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Customer's failure to comply with its obligations under regulation 13 of the Employment Regulations.
- 3.2 The indemnities in paragraph 3.1 of this Part A of Call Off Schedule 10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Customer whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Customer's failure to comply with its obligations under the Employment Regulations.
- 3.3 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations (including its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of the Transferring Customer Employees, from (and including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period from and including the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Customer and the Supplier.

4. INFORMATION

The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to the Customer in writing such information as is necessary to enable the Customer to carry out its duties under regulation 13 of the Employment Regulations. The Customer shall promptly provide to the Supplier and each Notified Sub-Contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

- 5.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.
- 5.2 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with any requirement notified to it by the Customer relating to pensions in respect of any Transferring Customer Employee as set down in:
- 5.2.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;

- 5.2.2 HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;
 - 5.2.3 HM Treasury's guidance "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or
 - 5.2.4 the New Fair Deal.
- 5.3 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in paragraphs 5.1 or 5.2 of this Part A of Call Off Schedule 10 shall be agreed in accordance with the Change Control Procedure.

6. PENSIONS

The Supplier shall, and shall procure that each of its Sub-Contractors shall, comply with the pensions provisions in the following Annex.

ANNEX TO PART A: PENSIONS

1. PARTICIPATION

- 1.1 The Supplier undertakes to enter into the Admission Agreement.
- 1.2 The Supplier and the Customer:
 - 1.2.1 undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Supplier to participate in the Schemes in respect of the Fair Deal Employees;
 - 1.2.2 agree that the Customer is entitled to make arrangements with the body responsible for the Schemes for the Customer to be notified if the Supplier breaches the Admission Agreement;
 - 1.2.3 notwithstanding paragraph 1.2.2 of this Annex, the Supplier shall notify the Customer in the event that it breaches the Admission Agreement; and
 - 1.2.4 agree that the Customer may terminate this Call Off Contract for material Default in the event that the Supplier breaches the Admission Agreement.
- 1.3 The Supplier shall bear its own costs and all costs that the Customer reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the Supplier participating in the Schemes.

2. FUTURE SERVICE BENEFITS

- 2.1 The Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the Schemes that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of Schemes for service from (and including) the Relevant Transfer Date.
- 2.2 The Supplier undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to the Customer, provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's Department or any actuary nominated by the Customer in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Schemes at the relevant date.
- 2.3 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

3. FUNDING

- 3.1 The Supplier undertakes to pay to the Schemes all such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.
- 3.2 The Supplier shall indemnify and keep indemnified the Customer on demand against any claim by, payment to, or loss incurred by, the Schemes in respect of the failure to account to

the Schemes for payments received and the non-payment or the late payment of any sum payable by the Supplier to or in respect of the Schemes.

4. PROVISION OF INFORMATION

4.1 The Supplier and the Customer respectively undertake to each other:

- 4.1.1 to provide all information which the other Party may reasonably request concerning matters referred to in this Annex and set out in the Admission Agreement, and to supply the information as expeditiously as possible; and
- 4.1.2 not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

5. INDEMNITY

The Supplier undertakes to the Customer to indemnify and keep indemnified the Customer on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which relate to the payment of benefits under an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

6. EMPLOYER OBLIGATION

The Supplier shall comply with the requirements of the Pensions Act 2008 and the Transfer of Employment (Pension Protection) Regulations 2005.

7. SUBSEQUENT TRANSFERS

7.1 The Supplier shall:

- 7.1.1 not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the date of the relevant future transfer;
- 7.1.2 provide all such co-operation and assistance as the Schemes and the Replacement Supplier and/or the Customer may reasonably require to enable the Replacement Supplier to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal; and
- 7.1.3 for the period either:
 - (a) after notice (for whatever reason) is given, in accordance with the other provisions of this Call Off Contract, to terminate the Agreement or any part of the Services; or
 - (b) after the date which is two (2) years prior to the date of expiry of this Call Off Contract,

ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Supplier or the Customer, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior Approval of the Customer (such Approval not to be unreasonably withheld). Save that

this sub-paragraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

PART B

TRANSFERRING FORMER SUPPLIER EMPLOYEES AT COMMENCEMENT OF SERVICES

1. RELEVANT TRANSFERS

1.1 The Customer and the Supplier agree that:

- 1.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and
- 1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or Notified Sub-Contractor and each such Transferring Former Supplier Employee.

1.2 Subject to paragraph 6 of this Part B of Call Off Schedule 10, the Customer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and the Customer shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

2. FORMER SUPPLIER INDEMNITIES

2.1 Subject to paragraphs 2.2 and 6 of this Part B of Call Off Schedule 10, the Customer shall procure that each Former Supplier shall indemnify the Supplier and any Notified Sub-Contractor against any Employee Liabilities in respect of any Transferring Former Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

- 2.1.1 any act or omission by the Former Supplier arising before the Relevant Transfer Date;
- 2.1.2 the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Former Supplier Employees; and/or
 - (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;
- 2.1.3 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and

- (b) in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier and/or any Notified Sub-Contractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;
- 2.1.4 a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;
- 2.1.5 any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Notified Sub-Contractor as appropriate may be liable by virtue of this Call Off Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
- 2.1.6 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Sub-Contractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2 The indemnities in paragraph 2.1 of this Part B of Call Off Schedule 10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-Contractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:
 - 2.2.1 arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Sub-Contractor to occur in the period from (and including) the Relevant Transfer Date; or
 - 2.2.2 arising from the failure by the Supplier and/or any Sub-Contractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by the Customer as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Customer as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
 - 2.3.1 the Supplier shall, or shall procure that the Notified Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Customer and, where required by the Customer, to the Former Supplier; and
 - 2.3.2 the Former Supplier may offer (or may procure that a third party may offer) employment to such person within fifteen (15) Working Days of the notification by the Supplier and/or the Notified Sub-Contractor or take such other reasonable steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

- 2.4 If an offer referred to in paragraph 2.3.2 of this Part B of Call Off Schedule 10 is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or the Customer, the Supplier shall, or shall procure that the Notified Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.
- 2.5 If by the end of the fifteen (15) Working Day period specified in paragraph 2.3.2 of this Part B of Call Off Schedule 10:
- 2.5.1 no such offer of employment has been made;
- 2.5.2 such offer has been made but not accepted; or
- 2.5.3 the situation has not otherwise been resolved,
- the Supplier and/or any Notified Sub-Contractor may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.
- 2.6 Subject to the Supplier and/or any Notified Sub-Contractor acting in accordance with the provisions of paragraphs 2.3 to 2.5 of this Part B of Call Off Schedule 10 and in accordance with all applicable proper employment procedures set out in Law, the Customer shall procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-Contractor (as appropriate) against all Employee Liabilities arising out of the termination pursuant to the provisions of paragraph 2.5 of this Part B of Call Off Schedule 10 provided that the Supplier takes, or shall procure that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.7 The indemnity in paragraph 2.6 of this Part B of Call Off Schedule 10:
- 2.7.1 shall not apply to:
- (a) any claim for:
- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or
- (b) any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-Contractor neglected to follow a fair dismissal procedure; and
- 2.7.2 shall apply only where the notification referred to in paragraph 2.3.1 of this Part B of Call Off Schedule 10 is made by the Supplier and/or any Notified Sub-Contractor (as appropriate) to the Customer and, if applicable, the Former Supplier, within six (6) Months of the Call Off Commencement Date.
- 2.8 If any such person as is described in paragraph 2.3 of this Part B of Call Off Schedule 10 is neither re-employed by the Former Supplier nor dismissed by the Supplier and/or any Notified Sub-Contractor within the time scales set out in paragraph 2.5 of this Part B of Call Off Schedule 10, such person shall be treated as having transferred to the Supplier or Notified Sub-Contractor and the Supplier shall, or shall procure that the Notified Sub-Contractor shall, comply with such obligations as may be imposed upon it under the Law.

3. SUPPLIER INDEMNITIES AND OBLIGATIONS

- 3.1 Subject to paragraph 3.2 of this Part B of Call Off Schedule 10, the Supplier shall indemnify the Customer and/or the Former Supplier against any Employee Liabilities in respect of any Transferring Former Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:
- 3.1.1 any act or omission by the Supplier or any Sub-Contractor whether occurring before, on or after the Relevant Transfer Date;
 - 3.1.2 the breach or non-observance by the Supplier or any Sub-Contractor on or after the Relevant Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Former Supplier Employee; and/or
 - (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Sub-Contractor is contractually bound to honour;
 - 3.1.3 any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or a Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
 - 3.1.4 any proposal by the Supplier or a Sub-Contractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
 - 3.1.5 any statement communicated to or action undertaken by the Supplier or a Sub-Contractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Customer and/or the Former Supplier in writing;
 - 3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier or a Sub-Contractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;

- 3.1.7 a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date; and
 - 3.1.8 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13 of the Employment Regulations.
- 3.2 The indemnities in paragraph 3.1 of this Part B of Call Off Schedule 10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.
- 3.3 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.

4. INFORMATION

The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to the Customer and/or at the Customer's direction, the Former Supplier, in writing such information as is necessary to enable the Customer and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. Subject to paragraph 6 of this Part B of Call Off Schedule 10, the Customer shall procure that the Former Supplier shall promptly provide to the Supplier and each Notified Sub-Contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

- 5.1 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with any requirement notified to it by the Customer relating to pensions in respect of any Transferring Former Supplier Employee as set down in:
- 5.1.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;
 - 5.1.2 HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999";

5.1.3 HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or

5.1.4 the New Fair Deal.

5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in paragraph 5.1 of this Part B of Call Off Schedule 10 shall be agreed in accordance with the Change Control Procedure.

6. PROCUREMENT OBLIGATIONS

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

7. PENSIONS

The Supplier shall, and shall procure that each Sub-Contractor shall, comply with the pensions provisions in the following Annex in respect of any Transferring Former Supplier Employees who transfer from the Former Supplier to the Supplier.

ANNEX TO PART B: PENSIONS

1. PARTICIPATION

- 1.1 The Supplier undertakes to enter into the Admission Agreement.
- 1.2 The Supplier and the Customer:
 - 1.2.1 undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Supplier to participate in the Schemes in respect of the Fair Deal Employees;
 - 1.2.2 agree that the Customer is entitled to make arrangements with the body responsible for the Schemes for the Customer to be notified if the Supplier breaches the Admission Agreement;
 - 1.2.3 notwithstanding paragraph 1.2.2 of this Annex, the Supplier shall notify the Customer in the event that it breaches the Admission Agreement; and
 - 1.2.4 agree that the Customer may terminate this Call Off Contract for material Default in the event that the Supplier breaches the Admission Agreement.
- 1.3 The Supplier shall bear its own costs and all costs that the Customer reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the Supplier participating in the Schemes.

2. FUTURE SERVICE BENEFITS

- 2.1 If the Supplier is rejoining the Schemes for the first time, the Supplier shall procure that the Fair Deal Employees shall be either admitted to or offered continued membership of the relevant section of the Schemes that they became eligible to join on the Relevant Transfer Date and shall continue to accrue or accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.
- 2.2 If staff have already been readmitted to the Schemes, the Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the Schemes that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.
- 2.3 The Supplier undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to the Customer, provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's Department or any actuary nominated by the Customer in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Schemes at the relevant date.
- 2.4 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

3. FUNDING

- 3.1 The Supplier undertakes to pay to the Schemes all such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.
- 3.2 The Supplier shall indemnify and keep indemnified the Customer on demand against any claim by, payment to, or loss incurred by the Schemes in respect of the failure to account to the Schemes for payments received and the non-payment or the late payment of any sum payable by the Supplier to or in respect of the Schemes.

4. PROVISION OF INFORMATION

- 4.1 The Supplier and the Customer respectively undertake to each other:
 - 4.1.1 to provide all information which the other Party may reasonably request concerning matters (i) referred to in this Annex and (ii) set out in the Admission Agreement, and to supply the information as expeditiously as possible; and
 - 4.1.2 not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

5. INDEMNITY

The Supplier undertakes to the Customer to indemnify and keep indemnified the Customer on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which relate to the payment of benefits under an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

6. EMPLOYER OBLIGATION

The Supplier shall comply with the requirements of the Pensions Act 2008 and the Transfer of Employment (Pension Protection) Regulations 2005.

7. SUBSEQUENT TRANSFERS

- 7.1 The Supplier shall:
 - 7.1.1 not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the date of the relevant future transfer;
 - 7.1.2 provide all such co-operation and assistance as the Schemes and the Replacement Supplier and/or the Customer may reasonably require to enable the Replacement Supplier to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under the New Fair Deal; and
 - 7.1.3 for the period either:
 - (a) after notice (for whatever reason) is given, in accordance with the other provisions of this Call Off Contract, to terminate the Agreement or any part of the Services; or

- (b) after the date which is two (2) years prior to the date of expiry of this Call Off Contract,

ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Supplier or the Customer, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior Approval of the Customer (such Approval not to be unreasonably withheld). Save that this sub-paragraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

PART C

NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF SERVICES

1. PROCEDURE IN THE EVENT OF TRANSFER

- 1.1 The Customer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Customer and/or any Former Supplier.
- 1.2 If any employee of the Customer and/or a Former Supplier claims, or it is determined in relation to any employee of the Customer and/or a Former Supplier, that his/her contract of employment has been transferred from the Customer and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
 - 1.2.1 the Supplier shall, and shall procure that the relevant Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Customer and, where required by the Customer, give notice to the Former Supplier; and
 - 1.2.2 the Customer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within fifteen (15) Working Days of the notification by the Supplier or the Sub-Contractor (as appropriate) or take such other reasonable steps as the Customer or Former Supplier (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in paragraph 1.2.2 of this Part C of Call Off Schedule 10 is accepted (or if the situation has otherwise been resolved by the Customer and/or the Former Supplier), the Supplier shall, or shall procure that the Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the fifteen (15) Working Day period specified in paragraph 1.2.2 of this Part C of Call Off Schedule 10:
 - 1.4.1 no such offer of employment has been made;
 - 1.4.2 such offer has been made but not accepted; or
 - 1.4.3 the situation has not otherwise been resolved,the Supplier and/or the Sub-Contractor may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

2. INDEMNITIES

- 2.1 Subject to the Supplier and/or the relevant Sub-Contractor acting in accordance with the provisions of paragraphs 1.2 to 1.4 of this Part C of Call Off Schedule 10 and in accordance with all applicable employment procedures set out in applicable Law and subject also to paragraph 2.4 of this Part C of Call Off Schedule 10, the Customer shall:
 - 2.1.1 indemnify the Supplier and/or the relevant Sub-Contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Customer referred to in paragraph 1.2 of this Part C of Call Off Schedule 10 made pursuant to the provisions of paragraph 1.4 of this Part C of Call Off Schedule 10

provided that the Supplier takes, or shall procure that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities; and

- 2.1.2 subject to paragraph 3 of this Part C of Call Off Schedule 10, procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-Contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier made pursuant to the provisions of paragraph 1.4 of this Part C of Call Off Schedule 10 provided that the Supplier takes, or shall procure that the relevant Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.2 If any such person as is described in paragraph 1.2 of this Part C of Call Off Schedule 10 is neither re employed by the Customer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Sub-Contractor within the fifteen (15) Working Day period referred to in paragraph 1.4 of this Part C of Call Off Schedule 10 such person shall be treated as having transferred to the Supplier and/or the Sub-Contractor (as appropriate) and the Supplier shall, or shall procure that the Sub-Contractor shall, comply with such obligations as may be imposed upon it under Law.
- 2.3 Where any person remains employed by the Supplier and/or any Sub-Contractor pursuant to paragraph 2.2 of this Part C of Call Off Schedule 10, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall indemnify the Customer and any Former Supplier, and shall procure that the Sub-Contractor shall indemnify the Customer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-Contractor.
- 2.4 The indemnities in paragraph 2.1 of this Part C of Call Off Schedule 10:
- 2.4.1 shall not apply to:
- (a) any claim for:
 - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or
 - (b) any claim that the termination of employment was unfair because the Supplier and/or any Sub-Contractor neglected to follow a fair dismissal procedure; and
- 2.4.2 shall apply only where the notification referred to in paragraph 1.2.1 of this Part C of Call Off Schedule 10 is made by the Supplier and/or any Sub-Contractor to the Customer and, if applicable, Former Supplier within six (6) Months of the Call Off Commencement Date.

3. PROCUREMENT OBLIGATIONS

Where in this Part C the Customer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the

extent that the Customer's contract with the Former Supplier contains a contractual right in that regard which the Customer may enforce, or otherwise so that it requires only that the Customer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

PART D

EMPLOYMENT EXIT PROVISIONS

1. PRE-SERVICE TRANSFER OBLIGATIONS

- 1.1 The Supplier agrees that within twenty (20) Working Days of the earliest of:
- 1.1.1 receipt of a notification from the Customer of a Service Transfer or intended Service Transfer;
 - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of this Call Off Contract;
 - 1.1.3 the date which is twelve (12) Months before the end of the Call Off Contract Period; and
 - 1.1.4 receipt of a written request of the Customer at any time (provided that the Customer shall only be entitled to make one such request in any six (6) Month period),
- it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Customer.
- 1.2 At least thirty (30) Working Days prior to the Service Transfer Date, the Supplier shall provide to the Customer or at the direction of the Customer to any Replacement Supplier and/or any Replacement Sub-Contractor:
- 1.2.1 the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and
 - 1.2.2 the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 The Customer shall be permitted to use and disclose information provided by the Supplier under paragraphs 1.1 and 1.2 of this Part D of Call Off Schedule 10 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-Contractor.
- 1.4 The Supplier warrants, for the benefit of the Customer, any Replacement Supplier, and any Replacement Sub-Contractor that all information provided pursuant to paragraphs 1.1 and 1.2 of this Part D of Call Off Schedule 10 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in paragraph 1.1 of this Part D of Call Off Schedule 10, the Supplier agrees, that it shall not, and agrees to procure that each Sub-Contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the Approval of the Customer (not to be unreasonably withheld or delayed):
- 1.5.1 replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;
 - 1.5.2 make, promise, propose or permit any material changes to the terms and conditions of employment of the Supplier Personnel (including any payments connected with the termination of employment);

- 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
 - 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
 - 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or
 - 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process, and shall promptly notify, and procure that each Sub-Contractor shall promptly notify, the Customer or, at the direction of the Customer, any Replacement Supplier and any Replacement Sub-Contractor of any notice to terminate employment given by the Supplier or relevant Sub-Contractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.
- 1.6 During the Call Off Contract Period, the Supplier shall provide, and shall procure that each Sub-Contractor shall provide, to the Customer any information the Customer may reasonably require relating to the manner in which the Services are organised, which shall include:
- 1.6.1 the numbers of employees engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each employee engaged in providing the Services; and
 - 1.6.3 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide, and shall procure that each Sub-Contractor shall provide, all reasonable cooperation and assistance to the Customer, any Replacement Supplier and/or any Replacement Sub-Contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within five (5) Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Sub-Contractor shall provide, to the Customer or, at the direction of the Customer, to any Replacement Supplier and/or any Replacement Sub-Contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
- 1.7.1 the most recent month's copy pay slip data;
 - 1.7.2 details of cumulative pay for tax and pension purposes;
 - 1.7.3 details of cumulative tax paid;
 - 1.7.4 tax code;
 - 1.7.5 details of any voluntary deductions from pay; and
 - 1.7.6 bank/building society account details for payroll purposes.

2. EMPLOYMENT REGULATIONS EXIT PROVISIONS

- 2.1 The Customer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Call

Off Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Sub-Contractor. Such change in the identity of the Supplier of such Services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Customer and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-Contractor (as the case may be) and each such Transferring Supplier Employee.

- 2.2 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (but not including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Sub-Contractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Sub-Contractor.
- 2.3 Subject to paragraph 2.4 of this Part D of Call Off Schedule 10, where a Relevant Transfer occurs the Supplier shall indemnify the Customer and/or the Replacement Supplier and/or any Replacement Sub-Contractor against any Employee Liabilities in respect of any Transferring Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:
- 2.3.1 any act or omission of the Supplier or any Sub-Contractor whether occurring before, on or after the Service Transfer Date;
 - 2.3.2 the breach or non-observance by the Supplier or any Sub-Contractor occurring on or before the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Sub-Contractor is contractually bound to honour;
 - 2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
 - 2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and

- (b) in relation to any employee who is not a Transferring Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Customer and/or Replacement Supplier and/or any Replacement Sub-Contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
- 2.3.5 a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
- 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Sub-Contractor other than a Transferring Supplier Employee for whom it is alleged the Customer and/or the Replacement Supplier and/or any Replacement Sub-Contractor may be liable by virtue of this Call Off Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
- 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Customer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnities in paragraph 2.3 of this Part D of Call Off Schedule 10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-Contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:
 - 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Sub-Contractor to occur in the period on or after the Service Transfer Date; or
 - 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Sub-Contractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5 If any person who is not a Transferring Supplier Employee claims, or it is determined in relation to any person who is not a Transferring Supplier Employee, that his/her contract of employment has been transferred from the Supplier or any Sub-Contractor to the Replacement Supplier and/or Replacement Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
 - 2.5.1 the Customer shall procure that the Replacement Supplier shall, or any Replacement Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Supplier; and
 - 2.5.2 the Supplier may offer (or may procure that a Sub-Contractor may offer) employment to such person within fifteen (15) Working Days of the notification by the Replacement Supplier and/or any and/or Replacement Sub-Contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

- 2.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-Contractor, the Customer shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-Contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.
- 2.7 If after the fifteen (15) Working Day period specified in paragraph 2.5.2 of this Part D of Call Off Schedule 10 has elapsed:
- 2.7.1 no such offer of employment has been made;
- 2.7.2 such offer has been made but not accepted; or
- 2.7.3 the situation has not otherwise been resolved,
- the Customer shall advise the Replacement Supplier and/or Replacement Sub-Contractor, as appropriate that it may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.
- 2.8 Subject to the Replacement Supplier and/or Replacement Sub-Contractor acting in accordance with the provisions of paragraphs 2.5 to 2.7 of this Part D of Call Off Schedule 10, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Replacement Supplier and/or Replacement Sub-Contractor against all Employee Liabilities arising out of the termination pursuant to the provisions of paragraph 2.7 of this Part D of Call Off Schedule 10 provided that the Replacement Supplier takes, or shall procure that the Replacement Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.9 The indemnity in paragraph 2.8 of this Part D of Call Off Schedule 10:
- 2.9.1 shall not apply to:
- (a) any claim for:
- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- in any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Sub-Contractor; or
- (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-Contractor neglected to follow a fair dismissal procedure; and
- 2.9.2 shall apply only where the notification referred to in paragraph 2.5.1 of this Part D of Call Off Schedule 10 is made by the Replacement Supplier and/or Replacement Sub-Contractor to the Supplier within six (6) Months of the Service Transfer Date.
- 2.10 If any such person as is described in paragraph 2.5 of this Part D of Call Off Schedule 10 is neither re-employed by the Supplier or any Sub-Contractor nor dismissed by the Replacement Supplier and/or Replacement Sub-Contractor within the time scales set out in paragraphs 2.5 to 2.7 of this Part D of Call Off Schedule 10, such person shall be treated as a Transferring Supplier Employee and the Replacement Supplier and/or Replacement Sub-Contractor shall comply with such obligations as may be imposed upon it under applicable Law.

- 2.11 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of the Transferring Supplier Employees before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:
- 2.11.1 the Supplier and/or any Sub-Contractor; and
- 2.11.2 the Replacement Supplier and/or the Replacement Sub-Contractor.
- 2.12 The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to the Customer and any Replacement Supplier and/or Replacement Sub-Contractor, in writing such information as is necessary to enable the Customer, the Replacement Supplier and/or Replacement Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Customer shall procure that the Replacement Supplier and/or Replacement Sub-Contractor shall promptly provide to the Supplier and each Sub-Contractor in writing such information as is necessary to enable the Supplier and each Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.13 Subject to paragraph 2.14 of this Part D of Call Off Schedule 10, where a Relevant Transfer occurs the Customer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors against any Employee Liabilities in respect of each Transferring Supplier Employee (or, where applicable any employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee) arising from or as a result of:
- 2.13.1 any act or omission of the Replacement Supplier and/or Replacement Sub-Contractor;
- 2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Sub-Contractor on or after the Service Transfer Date of:
- (a) any collective agreement applicable to the Transferring Supplier Employees; and/or
- (b) any custom or practice in respect of any Transferring Supplier Employees which the Replacement Supplier and/or Replacement Sub-Contractor is contractually bound to honour;
- 2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Replacement Supplier and/or Replacement Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- 2.13.4 any proposal by the Replacement Supplier and/or Replacement Sub-Contractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees on or after their transfer to the Replacement Supplier or Replacement Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;

- 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Sub-Contractor to, or in respect of, any Transferring Supplier Employee on or before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
 - 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Sub-Contractor, to the Replacement Supplier or Replacement Sub-Contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
 - 2.13.7 a failure of the Replacement Supplier or Replacement Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period from (and including) the Service Transfer Date; and
 - 2.13.8 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Sub-Contractor in relation to obligations under regulation 13 of the Employment Regulations.
- 2.14 The indemnities in paragraph 2.13 of this Part D of Call Off Schedule 10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-Contractor (as applicable) whether occurring or having its origin before, on or after the Relevant Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-Contractor (as applicable) to comply with its obligations under the Employment Regulations.

ANNEX TO SCHEDULE 10: LIST OF NOTIFIED SUB-CONTRACTORS

1. A & O IT Services Limited; registered address: 3 Brook Business Centre, Cowley Mill Road, Uxbridge, Middlesex, UB8 2FX; Company Registration Number 08018207.
2. Specialist Computer Centres PLC; registered address: James House, Warwick Road, Birmingham, B11 2LE; Company Registration Number 01428210.

CALL OFF SCHEDULE 11: DISPUTE RESOLUTION PROCEDURE

1. DEFINITIONS

1.1 In this Call Off Schedule 11, the following definitions shall apply:

"CEDR"	the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
"Counter Notice"	has the meaning given to it in paragraph 6.2 of this Call Off Schedule 11;
"Exception"	a deviation of project tolerances in accordance with PRINCE2 methodology in respect of this Call Off Contract or in the supply of the Goods and/or Services;
"Expert"	the person appointed by the Parties in accordance with paragraph 5.2 of this Call Off Schedule 11;
"Mediation Notice"	has the meaning given to it in paragraph 3.2 of this Call Off Schedule 11; and
"Mediator"	the independent third party appointed in accordance with paragraph 4.2 of this Call Off Schedule 11.

2. INTRODUCTION

2.1 If a Dispute arises then:

- 2.1.1 the representative of the Customer and the Supplier Representative shall attempt in good faith to resolve the Dispute; and
- 2.1.2 if such attempts are not successful within a reasonable time either Party may give to the other a Dispute Notice.

2.2 The Dispute Notice shall set out:

- 2.2.1 the material particulars of the Dispute;
- 2.2.2 the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and
- 2.2.3 if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable as set out in paragraph 2.6 of this Call Off Schedule 11, the reason why.

2.3 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Call Off Contract regardless of the nature of the Dispute and notwithstanding the referral of the Dispute to the Dispute Resolution Procedure.

2.4 Subject to paragraph 3.2 of this Call Off Schedule 11, the Parties shall seek to resolve Disputes:

- 2.4.1 first by commercial negotiation (as prescribed in paragraph 3 of this Call Off Schedule 11);

- 2.4.2 then by mediation (as prescribed in paragraph 4 of this Call Off Schedule 11); and
- 2.4.3 lastly by recourse to arbitration (as prescribed in paragraph 6 of this Call Off Schedule 11) or litigation (in accordance with Clause 60 of this Call Off Contract (Governing Law and Jurisdiction)).
- 2.5 Specific issues shall be referred to Expert Determination (as prescribed in paragraph 5 of this Call Off Schedule 11) where specified under the provisions of this Call Off Contract and may also be referred to Expert Determination where otherwise appropriate as specified in paragraph 5 of this Call Off Schedule 11.
- 2.6 In exceptional circumstances where the use of the times in this Call Off Schedule 11 would be unreasonable, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use of the Expedited Dispute Timetable within five (5) Working Days of the issue of the Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the Customer.
- 2.7 If the use of the Expedited Dispute Timetable is determined in accordance with paragraph 2.5 of this Call Off Schedule 11 or is otherwise specified under the provisions of this Call Off Contract, then the following periods of time shall apply in lieu of the time periods specified in the applicable paragraphs:
 - 2.7.1 in paragraph 3.2.3, ten (10) Working Days;
 - 2.7.2 in paragraph 4.2, ten (10) Working Days;
 - 2.7.3 in paragraph 5.2, five (5) Working Days; and
 - 2.7.4 in paragraph 6.2, ten (10) Working Days.
- 2.8 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the deadline. Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension.

3. COMMERCIAL NEGOTIATIONS

- 3.1 Following the service of a Dispute Notice, the Customer and the Supplier shall use reasonable endeavours to resolve the Dispute as soon as possible, by discussion between the Customer Representative and the Supplier Representative.
- 3.2 If:
 - 3.2.1 either Party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiations, will not result in an appropriate solution;
 - 3.2.2 the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiations in accordance with this paragraph 3 of this Call Off Schedule 11; or
 - 3.2.3 the Parties have not settled the Dispute in accordance with paragraph 3.1 of this Call Off Schedule 11 within thirty (30) Working Days of service of the Dispute Notice,
 either Party may serve a written notice to proceed to mediation (a “**Mediation Notice**”) in accordance with paragraph 4 of this Call Off Schedule 11.

4. MEDIATION

- 4.1 If a Mediation Notice is served, the Parties shall attempt to resolve the dispute in accordance with CEDR's Model Mediation Agreement which shall be deemed to be incorporated by reference into this Call Off Contract.
- 4.2 If the Parties are unable to agree on the joint appointment of a Mediator within thirty (30) Working Days from service of the Mediation Notice then either Party may apply to CEDR to nominate the Mediator.
- 4.3 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if the Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.
- 4.4 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the Change Control Procedure where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.

5. EXPERT DETERMINATION

- 5.1 If a Dispute relates to any aspect of the technology underlying the provision of the Goods and/or Services or otherwise relates to an ICT technical, a financial technical or other aspect of a technical nature (as the Parties may agree) and the Dispute has not been resolved by discussion or mediation, then either Party may request (which request will not be unreasonably withheld or delayed) by written notice to the other that the Dispute is referred to an Expert for determination.
- 5.2 The Expert shall be appointed by agreement in writing between the Parties, but in the event of a failure to agree within ten (10) Working Days, or if the person appointed is unable or unwilling to act, the Expert shall be appointed on the instructions of the President of the British Computer Society (or any other association that has replaced the British Computer Society).
- 5.3 The Expert shall act on the following basis:
 - 5.3.1 he/she shall act as an expert and not as an arbitrator and shall act fairly and impartially;
 - 5.3.2 the Expert's determination shall (in the absence of a material failure to follow the agreed procedures) be final and binding on the Parties;
 - 5.3.3 the Expert shall decide the procedure to be followed in the determination and shall be requested to make his/her determination within thirty (30) Working Days of his appointment or as soon as reasonably practicable thereafter and the Parties shall assist and provide the documentation that the Expert requires for the purpose of the determination;
 - 5.3.4 any amount payable by one Party to another as a result of the Expert's determination shall be due and payable within twenty (20) Working Days of the Expert's determination being notified to the Parties;
 - 5.3.5 the process shall be conducted in private and shall be confidential; and

5.3.6 the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

6. ARBITRATION

6.1 The Customer may at any time before court proceedings are commenced refer the Dispute to arbitration in accordance with the provisions of paragraph 6.4 of this Call Off Schedule 11.

6.2 Before the Supplier commences court proceedings or arbitration, it shall serve written notice on the Customer of its intentions and the Customer shall have fifteen (15) Working Days following receipt of such notice to serve a reply (a “**Counter Notice**”) on the Supplier requiring the Dispute to be referred to and resolved by arbitration in accordance with paragraph 6.4 of this Call Off Schedule 11 or be subject to the jurisdiction of the courts in accordance with Clause 60 of this Call Off Contract (Governing Law and Jurisdiction). The Supplier shall not commence any court proceedings or arbitration until the expiry of such fifteen (15) Working Day period.

6.3 If:

6.3.1 the Counter Notice requires the Dispute to be referred to arbitration, the provisions of paragraph 6.4 of this Call Off Schedule 11 shall apply;

6.3.2 the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts in accordance with Clause 60 of this Call Off Contract (Governing Law and Jurisdiction), the Dispute shall be so referred to the courts and the Supplier shall not commence arbitration proceedings; and

6.3.3 the Customer does not serve a Counter Notice within the fifteen (15) Working Days period referred to in paragraph 6.2 of this Call Off Schedule 11, the Supplier may either commence arbitration proceedings in accordance with paragraph 6.4 of this Call Off Schedule 11 or commence court proceedings in the courts in accordance with Clause 60 of this Call Off Contract (Governing Law and Jurisdiction) which shall (in those circumstances) have exclusive jurisdiction.

6.4 In the event that any arbitration proceedings are commenced pursuant to paragraphs 6.1 to 6.3 of this Call Off Schedule 11, the Parties hereby confirm that:

6.4.1 all disputes, issues or claims arising out of or in connection with this Call Off Contract (including as to its existence, validity or performance) shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration (“**LCIA**”) (subject to paragraphs 6.4.5 to 6.4.7 of this Call Off Schedule 11);

6.4.2 the arbitration shall be administered by the LCIA;

6.4.3 the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Call Off Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;

6.4.4 if the Parties fail to agree the appointment of the arbitrator within ten (10) days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;

6.4.5 the chair of the arbitral tribunal shall be British;

6.4.6 the arbitration proceedings shall take place in London and in the English language; and

6.4.7 the seat of the arbitration shall be London.

7. URGENT RELIEF

7.1 Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:

7.1.1 for interim or interlocutory remedies in relation to this Call Off Contract or infringement by the other Party of that Party's Intellectual Property Rights; and/or

7.1.2 where compliance with paragraph 2.1 of this Call Off Schedule 11 and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

CALL OFF SCHEDULE 12: CHANGE CONTROL PROCEDURE

1. DEFINITIONS

1.1 The following terms used in this Call Off Schedule 12 shall have the following meaning:

“Change Communication”	means any Change Request, Impact Assessment, Change Authorisation note or other communication sent or required to be sent pursuant to Call Off Schedule 12 (Change Control Procedure);
“Change Request Part A: Initial Request”	a written or electronic request for a Change which shall be substantially in the form of Appendix 1 to Call Off Schedule 12 (Change Control Procedure);
“Change Request Part B1: Technical and Business Impact Assessment”	a written or electronic technical assessment of the impact that a Change Request would make on the Contract, which shall substantially contain the information shown in Part B1 of Appendix 1 to Call Off Schedule 12 (Change Control Procedure);
“Change Request Part B2: Financial Impact Assessment”	a written or electronic assessment of the resources and costs required to complete a Change Request, which shall substantially contain the information shown in Part B2 of Appendix 1 to Call Off Schedule 12 (Change Control Procedure);
“Change Request Part C: Change Authorisation”	the form used by the parties to set out the agreed Change and which shall be substantially in the form of Part C of Appendix 1 to Call Off Schedule 12 (Change Control Procedure);
“Customer’s Change Manager”	means Michael Stoneham;
“Fast-track Change”	means any Change which the parties agree to expedite in accordance with paragraph 8 of Call Off Schedule 12 (Change Control Procedure); and
“Supplier’s Change Manager”	means Paul Hulkes.

2. GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE

2.1 This Call Off Schedule 12 (Change Control Procedure) sets out the procedure for dealing with Changes.

2.2 Under this Change Control Procedure:

- 2.2.1 either party may request a Change which they shall initiate by issuing a Change Request Part A: Initial Request in accordance with paragraph 4 of this Call Off Schedule 12;
- 2.2.2 the Customer shall have the right to request amendments to a Change Request Part A: Initial Request, Approve it or reject it in the manner set out in paragraph 6 of this Call Off Schedule 12;
- 2.2.3 the Supplier shall have the right to reject a Change Request Part A: Initial Request solely in the manner set out in paragraph 7.1 of this Call Off Schedule 12;

- 2.2.4 no proposed Change shall be implemented by the Supplier until such time as a Change Request Part C: Change Authorisation has been signed and issued by the Customer in accordance with paragraph 6.2 of this Call Off Schedule 12; and
- 2.2.5 if the circumstances or nature of a proposed Change mean that it is a Fast-track Change (applying the provisions of paragraph 8 of this Call Off Schedule 12) then it shall be processed in accordance with paragraph 8 of this Call Off Schedule 12.
- 2.3 To the extent that any Change requires testing and/or a programme for implementation, then the Supplier shall follow the approval and testing procedures referred to in Call Off Schedule 5 (Testing) and, where appropriate, the Change Request Part C: Change Authorisation relating to such a Change shall specify a Key Milestone and Key Milestone Date in respect of such Changes for the purposes of such procedures.
- 2.4 Until such time as a Change Request Part C: Change Authorisation has been signed and issued by the Customer in accordance with paragraph 6.2 of this Call Off Schedule 12, then:
 - 2.4.1 unless the Customer expressly agrees otherwise in writing, the Supplier shall continue to supply the Goods and Services in accordance with the existing terms of this Call Off Contract as if the proposed Change did not apply; and
 - 2.4.2 any discussions, negotiations or other communications which may take place between the Customer and the Supplier in connection with any proposed Change, including the submission of any Change Communication, shall be without prejudice to each party's other rights under this Call Off Contract.

3. COSTS

- 3.1 Subject to paragraph 3.2 of this Call Off Schedule 12, each party shall bear its own costs in relation to the preparation and agreement of each Change Request Part A: Initial Request and all Impact Assessments under B1 and B2.
- 3.2 All Changes shall be calculated and charged for in accordance with the Charges set out in Call Off Schedule 3 (Call Off Charges, Payment and Invoicing). The Supplier will only be entitled to increase the Charges if it can demonstrate in the Change Request Part B1: Technical and Business Impact Assessment and/or Change Request Part B2: Financial Impact Assessment that the proposed Change requires additional resources and is not something it would otherwise be liable to bear the cost of under this Call Off Contract and, in any event, any change to the Charges resulting from a Change (whether the change will cause an increase or a decrease in the Charges) will be strictly proportionate to the increase or decrease in the level of resources required for the provision of the Goods and Services as amended by the Change. Nothing in this Call Off Schedule 12 (Change Control Procedure) limits the Customer's rights to receive a reduction in the Charges as a result of a Change.
- 3.3 Any costs incurred in respect of any use of this Change Control Procedure by the Customer as a result of any error or default by the Supplier shall be paid for by the Supplier.

4. CHANGE REQUEST

- 4.1 Either party may issue a Change Request Part A: Initial Request to the other party at any time during the Call Off Contract Period. The Change Request Part A: Initial Request shall be substantially in the form of Appendix 1 to this Call Off Schedule 12 (Change Control Procedure) and must state whether the party issuing the Change Request Part A: Initial Request considers the proposed Change to be a Fast-track Change.

- 4.2 If the Customer is the receiving party, then the Supplier shall also provide a Change Request Part B1: Technical and Business Impact Assessment and a Change Request Part B2: Financial Impact Assessment to the Customer as soon as is reasonably practicable but in any event within ten (10) Working Days (or, where the complexity of the Change Request is such that the Supplier cannot reasonably be expected to meet these timescales, such other timescales as the Customer may agree) of the date of issuing the Change Request Part A: Initial Request.
- 4.3 If the Supplier is the receiving party, then the Supplier shall provide an initial response within twenty-four (24) hours and a Change Request Part B1: Technical and Business Impact Assessment and a Change Request Part B2: Financial Impact Assessment to the Customer as soon as is reasonably practicable but in any event within ten (10) Working Days (or, where the complexity of the Change Request is such that the Supplier cannot reasonably be expected to meet these timescales, such other timescales as the Customer may agree) of the date of receiving the Change Request Part A: Initial Request from the Customer provided that if the Supplier requires any clarifications in relation to the Change Request Part A: Initial Request before it can deliver the Change Request Part B1: Technical and Business Impact Assessment and a Change Request Part B2: Financial Impact Assessment, then it will promptly notify the Customer and the time period shall be extended by the time taken by the Customer to provide those clarifications. The Customer shall respond to the request for clarifications as soon as is reasonably practicable and the Supplier shall provide the Customer with sufficient information to enable it to understand fully the nature of the request for clarification.

5. IMPACT ASSESSMENT

- 5.1 Each impact assessment shall be substantially in the form of Appendix 2 to this Call Off Schedule 12 (Change Control Procedure) (Change Request Part B1: Technical and Business Impact Assessment and Change Request Part B2: Financial Impact Assessment), and shall be completed in good faith and shall include (without limitation):
- 5.1.1 details of the proposed Change including the reason for the Change; and
- 5.1.2 details of the impact of the proposed Change on the Goods and Services and the Supplier's ability to meet its other obligations under this Call Off Contract and any variation to the terms of this Call Off Contract that will be required as a result of that impact and including without limitation changes to:
- (a) Call Off Schedule 2 (Statement of Requirements);
 - (b) the Milestones, Implementation Plan and any other timetable previously agreed by the parties;
 - (c) details of the cost of implementing the proposed Change including any payment profile;
 - (d) details of the ongoing costs required by the proposed Change when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either party and any alteration to the working practices of either party;
 - (e) a timetable for the implementation, together with a detailed proposal for the testing of the Change;
 - (f) a demonstration by the Supplier that the Change provides value for money for the Customer;

- (g) details of how the proposed Change will ensure compliance with any applicable Change in Law;
 - (h) an analysis of the risks arising from the implementation of the Change and a proposal as to pro-active management of the risks identified by both the Customer and the Supplier; and
 - (i) such other information as the Customer may reasonably request in (or in response to) the Change Request Part A: Initial Request.
- 5.2 If the Change involves the processing or transfer of any Personal Data outside the European Economic Area, the Supplier shall set out in its Change Request Part A: Initial Request and/or Change Request Part B1: Technical and Business Impact Assessment details of the following:
 - 5.2.1 the Personal Data which will be Processed and/or transferred outside the European Economic Area;
 - 5.2.2 the country or countries in which the Personal Data will be processed and/or to which the Personal Data will be transferred;
 - 5.2.3 any Sub-Contractors or other third parties who will be Processing and/or transferring Personal Data outside the European Economic Area; and
 - 5.2.4 how the Supplier will ensure an adequate level of protection and adequate safeguards (in accordance with the Data Protection Legislation) in respect of the Personal Data that will be Processed and/or transferred outside the European Economic Area.
- 5.3 Subject to the provisions of paragraph 5.4 of this Call Off Schedule 12, the Customer shall review the Change Request Part B1: Technical and Business Impact Assessment and Change Request Part B2: Financial Impact Assessment and, within fifteen (15) Working Days (or such other period as the Customer may determine) of receipt, it shall respond to the Supplier in accordance with paragraph 6 of this Call Off Schedule 12.
- 5.4 If the Customer is the receiving party and the Customer reasonably considers that it requires further information regarding the proposed Change so that it may properly evaluate the Change Request Part A: Initial Request and the Change Request Part B1: Technical and Business Impact Assessment and Change Request Part B2: Financial Impact Assessment, then within five (5) Working Days (or such other period as agreed by the parties in writing) of receiving the Change Request Part B1: Technical and Business Impact Assessment and Change Request Part B2: Financial Impact Assessment, it shall notify the Supplier of this fact and detail the further information that it requires. The Supplier shall then re-issue the relevant impact assessment documents to the Customer within ten (10) Working Days (or, where the complexity of the impact assessment documents is such that the Supplier cannot reasonably be expected to meet these timescales, such other timescales as the Customer may agree) of receiving such notification. At the Customer's discretion, the parties may repeat the process described in this paragraph until the Customer is satisfied that it has sufficient information to properly evaluate the Change Request Part A: Initial Request and Change Request Part B1: Technical and Business Impact Assessment and Change Request Part B2: Financial Impact Assessment.

6. CUSTOMER'S RIGHT OF APPROVAL

- 6.1 Within fifteen (15) Working Days (or such other period as agreed by the parties in writing) of receiving the Change Request Part B1: Technical and Business Impact Assessment and Change Request Part B2: Financial Impact Assessment from the Supplier or within ten (10)

Working Days (or such other period as agreed by the parties in writing) of receiving the further information that it may request pursuant to paragraph 5.4 of this Call Off Schedule 12, the Customer shall evaluate the Change Request Part A: Initial Request and the Change Request Part B1: Technical and Business Impact Assessment and Change Request Part B2: Financial Impact Assessment and shall do one of the following:

- 6.1.1 Approve the proposed Change, in which case the parties shall follow the procedure set out in paragraph 6.2 of this Call Off Schedule 12 below;
 - 6.1.2 in its absolute discretion reject the Change, in which case it shall notify the Supplier of the rejection. The Customer shall not reject any proposed Change to the extent that the Change is necessary for the Supplier or the Services to comply with any Changes in Law. If the Customer does reject a Change, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection; or
 - 6.1.3 in the event that it reasonably believes that a Change Request Part A: Initial Request and the Change Request Part B1: Technical and Business Impact Assessment and Change Request Part B2: Financial Impact Assessment contains errors or omissions, require the Supplier to modify the document accordingly, in which event the Supplier shall make such modifications within five (5) Working Days (or such other period as agreed by the parties in writing) of such request. Subject to paragraph 5.4 of this Call Off Schedule 12 above, on receiving the modified Change Request and/or Impact Assessment, the Customer shall Approve or reject the proposed Change within ten (10) Working Days (or such other period as agreed by the parties in writing).
- 6.2 If the Customer Approves the proposed Change pursuant to paragraph 6.1 of this Call Off Schedule 12 and it has not been rejected by the Supplier in accordance with paragraph 7.1 of this Call Off Schedule 12 below, then it shall inform the Supplier and the Supplier shall prepare two copies of a Change Request Part C: Change Authorisation, which it shall sign and deliver to the Customer for its signature. Following receipt by the Customer of the Change Request Part C: Change Authorisation, it shall sign both copies and return one copy to the Supplier. On the Customer's signature, the Change Request Part C: Change Authorisation shall constitute a binding variation to this Call Off Contract provided that the Change Request Part C: Change Authorisation is signed by:
- 6.2.1 the appropriate person(s) specified in paragraph 9.1 of this Call Off Schedule 12; and
 - 6.2.2 the Customer within ten (10) Working Days (or such other period as agreed by the parties in writing) of receiving the Supplier's signed copy.

7. SUPPLIER'S RIGHT OF APPROVAL

- 7.1 Following an impact assessment, if the Supplier reasonably believes that any proposed Change that is requested by the Customer:
- 7.1.1 would materially and adversely affect the risks to the health and safety of any person;
 - 7.1.2 would cause any consent to be revoked (or a new consent required to implement the relevant Change to be unobtainable); and/or
 - 7.1.3 would materially and adversely affect the Supplier's ability to deliver the Services;
 - 7.1.4 then the Supplier shall be entitled to reject the proposed Change and shall notify the Customer of its reasons for doing so within five (5) Working Days after the date on which it is obliged to deliver the Change Request Part B1: Technical and Business

8. FAST-TRACK CHANGES

- 8.1 The parties acknowledge that to ensure operational efficiency that there may be circumstances where it is desirable to expedite the processes set out above.
- 8.2 If the Customer considers that both of the following apply in relation to a proposed Change:
- 8.2.1 the total number of Changes in relation to which this fast track procedure has been applied does not exceed twenty (20) in any twelve (12) Month period (or such higher number as the Customer may from time to time agree in writing with the Supplier, such consent not to be unreasonably withheld or delayed by the Supplier); and
 - 8.2.2 the value of the proposed Change does not exceed £10,000 and the proposed Change is not significant (as determined by the Customer acting reasonably),
 - 8.2.3 then the Customer may require the Change to be treated as a Fast-track Change and the parties shall confirm to each other in writing that they shall use the process set out in paragraphs 2, 3, 4, 5 and 6 above but with reduced timescales, such that any period of fifteen (15) Working Days is reduced to five (5) Working Days (or such other period as agreed by the parties in writing), any period of ten (10) Working Days is reduced to two (2) Working Days (or such other period as agreed by the parties in writing) and any period of five (5) Working Days is reduced to one (1) Working Day (or, where the complexity of the Change is such that the Supplier cannot reasonably be expected to meet these timescales, such other timescales as the Customer may agree).
- 8.3 The parameters set out in paragraph 8.2 of this Call Off Schedule 12 may be revised from time to time by agreement between the parties in writing.

9. CHANGE AUTHORISATION

- 9.1 Any proposed Change processed in accordance with paragraphs 1 to 8 of this Call Off Schedule 12 will not be authorised and the Supplier shall not implement any proposed contract Change until the Change Request Part C: Change Authorisation is executed in accordance with the Customer's contract change authorisation and sign off procedure, as notified to the Supplier in writing from time to time.

10. COMMUNICATIONS

- 10.1 For any Change Communication to be valid under this Call Off Schedule 12 (Change Control Procedure), it must be sent to either the Customer's Change Manager or the Supplier's Change Manager as appropriate or via any agreed communications protocol.

APPENDIX 1 TO CALL OFF SCHEDULE 12

[REDACTED] [REDACTED]

CALL OFF SCHEDULE 13: TRANSPARENCY REPORTS

1. Within three (3) Months from the Call Off Commencement Date or the date so specified by the Customer in the Call Off Order Form the Supplier shall provide to the Customer for Approval (the Customer's decision to Approve or not shall not be unreasonably withheld or delayed) draft Transparency Reports consistent with the content and format requirements in Annex 1 below.
2. If the Customer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for Approval by the Customer within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Customer. This process shall be repeated until the Parties have agreed versions of each Transparency Report.
3. The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Customer at the frequency referred to in Annex 1 of this Call Off Schedule 13 below.
4. Any Dispute in connection with the preparation and/or Approval of transparency reports shall be resolved in accordance with the Dispute Resolution Procedure.
5. The requirements in this Schedule 13 are in addition to any other reporting requirements in this Call Off Contract.

ANNEX 1: LIST OF TRANSPARENCY REPORTS

Title of Report	Content	Format	Frequency
Service Performance Reports	SLA and KPI performance for all Call Off Contract SLAs and KPIs detailed in Schedule 6	PDF	Quarterly
Call Off Contract Charges	Total accumulated Call Off Contract charges including but not limited to BAU run and maintain, catalogue and change control spend	Excel workbook which breaks down the value into its component parts	Yearly
Recovery Plans	Detail of service improvement (Recovery Plan) agreed between the Customer and the Supplier	PDF	Every six (6) Months

CALL OFF SCHEDULE 14: ALTERNATIVE AND/OR ADDITIONAL CLAUSES

1. INTRODUCTION

- 1.1 This Call Off Schedule 14 specifies the range of Alternative Clauses and Additional Clauses that may be requested in the Call Off Order Form and, if requested in the Call Off Order Form, shall apply to this Call Off Contract.

2. CLAUSES SELECTED

- 2.1 The Customer may, in the Call Off Order Form, request the following Alternative Clauses:
- 2.1.1 Scots Law (see paragraph 4.1 of this Call Off Schedule 14);
 - 2.1.2 Northern Ireland Law (see paragraph 4.2 of this Call Off Schedule 14);
 - 2.1.3 Non-Crown Bodies (see paragraph 4.3 of this Call Off Schedule 14);
 - 2.1.4 Non-FOIA Public Bodies (see paragraph 4.4 of this Call Off Schedule 14); and/or
 - 2.1.5 Financial Limits (see paragraph 4.5 of this Call Off Schedule 14).
- 2.2 The Customer may, in the Call Off Order Form, request the following Additional Clauses should apply:
- 2.2.1 Security Measures (see paragraph 5.1 of this Call Off Schedule 14);
 - 2.2.2 NHS Additional Clauses (see paragraph 6.1 of this Call Off Schedule 14); and/or
 - 2.2.3 MOD (“Ministry of Defence”) Additional or Alternative Clauses (see paragraph 7 of this Call Off Schedule 14).

3. IMPLEMENTATION

- 3.1 The appropriate changes have been made in this Call Off Contract to implement the Alternative and/or Additional Clauses specified in paragraph 2.1 of this Call Off Schedule 14 and the Additional Clauses specified in paragraphs 2.2 and 2.2.1 of this Call Off Schedule 14 shall be deemed to be incorporated into this Call Off Contract.

4. ALTERNATIVE CLAUSES

4.1 SCOTS LAW

4.1.1 Law and Jurisdiction (Clause 60)

- (a) References to “England and Wales” in the original Clause 60 of this Call Off Contract (Law and Jurisdiction) shall be replaced with “Scotland”.
- (b) Where legislation is expressly mentioned in this Call Off Contract the adoption of Clause 4.1.1 (a) shall have the effect of substituting the equivalent Scots legislation.

4.2 NORTHERN IRELAND LAW

4.2.1 Law and Jurisdiction (Clause 60)

- (a) References to “England and Wales” in the original Clause 60 of this Call Off Contract (Law and Jurisdiction) shall be replaced with “Northern Ireland”.

- (b) Where legislation is expressly mentioned in this Call Off Contract the adoption of Clause 4.1.1(a) shall have the effect of substituting the equivalent Northern Ireland legislation.

4.2.2 Insolvency Event

In Call Off Schedule 1 (Definitions), reference to "section 123 of the Insolvency Act 1986" in limb f) of the definition of Insolvency Event shall be replaced with "Article 103 of the Insolvency (NI) Order 1989".

4.3 NON-CROWN BODIES

Clause 49.3.1(a) of this Call Off Contract (Official Secrets Act and Finance Act) shall be deleted.

4.4 NON-FOIA PUBLIC BODIES

Replace Clause 37.6 of this Call Off Contract (Freedom of Information) with "The Customer has notified the Supplier that the Customer is exempt from the provisions of FOIA and EIR."

4.5 FINANCIAL LIMITS

In Clause 39.2.1(d)(i) remove the monetary amount and the percentage stated therein and replace respectively with:

[enter monetary amount in words] [£ X]

[enter percentage in words] [£ X]

In Clause 39.2.1(d)(ii) remove the monetary amount and the percentage stated therein and replace respectively with:

[enter monetary amount in words] [£ X]

[enter percentage in words] [£ X]

In Clause 39.2.1(d)(iii) remove the monetary amount and the percentage stated therein and replace respectively with:

[enter monetary amount in words] [£ X]

[enter percentage in words] [£ X]

5. ADDITIONAL CLAUSES: GENERAL

5.1 SECURITY MEASURES

5.1.1 The following definitions to be added to Call Off Schedule 1 (Definitions) to the Call Off Order Form and the Call Off Terms:

"Document" includes specifications, plans, drawings, photographs and books;

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

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

5.1.2 The following new Clause [58] shall apply:

58. [SECURITY MEASURES]

- 58.1. The Supplier shall not, either before or after the completion or termination of this Call Off Contract, do or permit to be done anything which it knows or ought reasonably to know may result in information about a secret matter being:
- 58.1.1. without the prior consent in writing of the Customer, disclosed to or acquired by a person who is an alien or who is a British subject by virtue only of a certificate of naturalisation in which his name was included;
 - 58.1.2. disclosed to or acquired by a person as respects whom the Customer has given to the Supplier a notice in writing which has not been cancelled stating that the Customer requires that secret matters shall not be disclosed to that person;
 - 58.1.3. without the prior consent in writing of the Customer, disclosed to or acquired by any person who is not a servant of the Supplier; or
 - 58.1.4. disclosed to or acquired by a person who is an employee of the Supplier except in a case where it is necessary for the proper performance of this Call Off Contract that such person shall have the information.
- 58.2. Without prejudice to the provisions of Clause 58.1, the Supplier shall, both before and after the completion or termination of this Call Off Contract, take all reasonable steps to ensure:
- 58.2.1. no such person as is mentioned in Clauses 58.1, 58.1.1 or 58.1.2 hereof shall have access to any item or document under the control of the Supplier containing information about a secret matter except with the prior consent in writing of the Customer;
 - 58.2.2. that no visitor to any premises in which there is any item to be supplied under this Call Off Contract or where Goods and/or Services are being supplied shall see or discuss with the Supplier or any person employed by him any secret matter unless the visitor is authorised in writing by the Customer so to do;
 - 58.2.3. that no photograph of any item to be supplied under this Call Off Contract or any portions of the Goods and/or Services shall be taken except insofar as may be necessary for the proper performance of this Call Off Contract or with the prior consent in writing of the Customer, and that no such photograph shall, without such consent, be published or otherwise circulated;
 - 58.2.4. that all information about any secret matter and every document model or other item which contains or may reveal any such information is at all times strictly safeguarded, and that, except insofar as may be necessary for the proper performance of this Call Off Contract or with the prior consent in writing of the Customer, no copies of or extracts from any such document, model or item shall be made or used and no designation of description which may reveal information about the nature or contents of any such document, model or item shall be placed thereon; and
 - 58.2.5. that if the Customer gives notice in writing to the Supplier at any time requiring the delivery to the Customer of any such document, model or item as is mentioned in Clause 58.2.3, that document, model or item (including all copies of or extracts

therefrom) shall forthwith be delivered to the Customer who shall be deemed to be the owner thereof and accordingly entitled to retain the same.

- 58.3. The decision of the Customer on the question whether the Supplier has taken or is taking all reasonable steps as required by the foregoing provisions of Clause 58 shall be final and conclusive.
- 58.4. If and when directed by the Customer, the Supplier shall furnish full particulars of all people who are at any time concerned with any secret matter.
- 58.5. If and when directed by the Customer, the Supplier shall secure that any person employed by it who is specified in the direction, or is one of a class of people who may be so specified, shall sign a statement that he understands that the Official Secrets Act, 1911 to 1989 and, where applicable, the Atomic Energy Act 1946, apply to the person signing the statement both during the carrying out and after expiry or termination of a Call Off Contract.
- 58.6. If, at any time either before or after the expiry or termination of this Call Off Contract, it comes to the notice of the Supplier that any person acting without lawful authority is seeking or has sought to obtain information concerning this Call Off Contract or anything done or to be done in pursuance thereof, the matter shall be forthwith reported by the Supplier to the Customer and the report shall, in each case, be accompanied by a statement of the facts, including, if possible, the name, address and occupation of that person, and the Supplier shall be responsible for making all such arrangements as it may consider appropriate to ensure that if any such occurrence comes to the knowledge of any person employed by it, that person shall forthwith report the matter to the Supplier with a statement of the facts as aforesaid.
- 58.7. The Supplier shall place every person employed by it, other than a Sub-Contractor, who in its opinion has or will have such knowledge of any secret matter as to appreciate its significance, under a duty to the Supplier to observe the same obligations in relation to that matter as are imposed on the Supplier by Clauses 58.1 and 58.2 and shall, if directed by the Customer, place every person who is specified in the direction or is one of a class of people so specified, under the like duty in relation to any secret matter which may be specified in the direction, and shall at all times use its best endeavours to ensure that every person upon whom obligations are imposed by virtue of Clause 58 observes the said obligations, and the Supplier shall give such instructions and information to every such person as may be necessary for that purpose, and shall, immediately upon becoming aware of any act or omission which is or would be a breach of the said obligations, report the facts to the Supplier with all necessary particulars.
- 58.8. The Supplier shall, if directed by the Customer, include in the Sub-Contract provisions in such terms as the Customer may consider appropriate for placing the Sub-Contractor under obligations in relation to secrecy and security corresponding to those placed on the Supplier by Clause 58, but with such variations (if any) as the Customer may consider necessary. Further the Supplier shall:
 - 58.8.1. give such notices, directions, requirements and decisions to its Sub-Contractors as may be necessary to bring the provisions relating to secrecy and security which are included in Sub-Contracts under Clause 58 into operation in such cases and to such extent as the Customer may direct;

- 58.8.2. if there comes to its notice any breach by the Sub-Contractor of the obligations of secrecy and security included in their Sub-Contracts in pursuance of Clause 58, notify such breach forthwith to the Customer; and
- 58.8.3. if and when so required by the Customer, exercise its power to determine the Sub-Contract under the provision in that Sub-Contract which corresponds to Clause 58.11.
- 58.9. The Supplier shall give the Customer such information and particulars as the Customer may from time to time require for the purposes of satisfying the Customer that the obligations imposed by or under the foregoing provisions of Clause 58 have been and are being observed and as to what the Supplier has done or is doing or proposes to do to secure the observance of those obligations and to prevent any breach thereof, and the Supplier shall secure that a representative of the Customer duly authorised in writing shall be entitled at reasonable times to enter and inspect any premises in which anything is being done or is to be done under this Call Off Contract or in which there is or will be any item to be supplied under this Call Off Contract, and also to inspect any document or item in any such premises or which is being made or used for the purposes of this Call Off Contract and that any such representative shall be given all such information as he may require on the occasion of, or arising out of, any such inspection.
- 58.10. Nothing in Clause 58 shall prevent any person from giving any information or doing anything on any occasion when it is, by virtue of any enactment, the duty of that person to give that information or do that thing.
- 58.11. If the Customer shall consider that any of the following events has occurred:
- 58.11.1. that the Supplier has committed a breach of, or failed to comply with any of, the foregoing provisions of Clause 58;
- 58.11.2. that the Supplier has committed a breach of any obligations in relation to secrecy or security imposed upon it by any other contract with the Customer, or with any department or person acting on behalf of the Crown; or
- 58.11.3. that by reason of an act or omission on the part of the Supplier, or of a person employed by the Supplier, which does not constitute such a breach or failure as is mentioned in 58.11.2, information about a secret matter has been or is likely to be acquired by a person who, in the opinion of the Customer, ought not to have such information;
- and shall also decide that the interests of the State require the termination of this Call Off Contract, the Customer may by notice in writing terminate this Call Off Contract forthwith.
- 58.12. A decision of the Customer to terminate this Call Off Contract in accordance with the provisions of Clause 58.11 shall be final and conclusive and it shall not be necessary for any notice of such termination to specify or refer in any way to the event or considerations upon which the Customer's decision is based.
- 58.13. Supplier's notice
- 58.13.1. The Supplier may within five (5) Working Days of the termination of this Call Off Contract in accordance with the provisions of Clause 58.11, give the Customer

notice in writing requesting the Customer to state whether the event upon which the Customer's decision to terminate was based is an event mentioned in Clauses 58.11, 58.11.1 or 58.11.2 and to give particulars of that event; and

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

58.14. Matters pursuant to termination

58.14.1. The termination of this Call Off Contract pursuant to Clause 58.11 shall be without prejudice to any rights of either party which shall have accrued before the date of such termination;

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

58.14.3. The Customer may take over any work or thing done or made under this Call Off Contract (whether completed or not) and not accepted at the date of such termination which the Customer may by notice in writing to the Supplier given within thirty (30) Working Days from the time when the provisions of Clause 58 shall have effect, elect to take over, and the Supplier shall be entitled to be paid for any work or thing so taken over a price which, having regard to the stage which that work or thing has reached and its condition at the time it is taken over, is reasonable. The Supplier shall in accordance with directions given by the Customer, deliver any work or thing taken over under this Clause, and take all such other steps as may be reasonably necessary to enable the Customer to have the full benefit of any work or thing taken over under this Clause; and

58.14.4. Save as aforesaid, the Supplier shall not be entitled to any payment from the Customer after the termination of this Call Off Contract.

58.15. If, after notice of termination of this Call Off Contract pursuant to the provisions of 58.11:

58.15.1. the Customer shall not within ten (10) Working Days of the receipt of a request from the Supplier, furnish such a statement and particulars as are detailed in Clause 58.13.1; or

58.15.2. the Customer shall state in the statement and particulars detailed in Clause 58.13.2. that the event upon which the Customer's decision to terminate this Call Off Contract was based is an event mentioned in Clause 58.11.3,

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

58.15.3. the Customer shall take over from the Supplier at a fair and reasonable price all unused and undamaged materials, bought-out parts and components and articles in course of manufacture in the possession of the Supplier upon the termination of this Call Off Contract under the provisions of Clause 58.11 and properly provided by or supplied to the Supplier for the performance of this Call Off Contract, except such materials, bought-out parts and components and articles in course of

manufacture as the Supplier shall, with the concurrence of the Customer, elect to retain;

58.15.4. the Supplier shall prepare and deliver to the Customer within an agreed period or in default of agreement within such period as the Customer may specify, a list of all such unused and undamaged materials, bought-out parts and components and articles in course of manufacture liable to be taken over by or previously belonging to the Customer and shall deliver such materials and items in accordance with the directions of the Customer who shall pay to the Supplier fair and reasonable handling and delivery charges incurred in complying with such directions;

58.15.5. the Customer shall indemnify the Supplier against any commitments, liabilities or expenditure which are reasonably and properly chargeable by the Supplier in connection with this Call Off Contract to the extent to which the said commitments, liabilities or expenditure would otherwise represent an unavoidable loss by the Supplier by reason of the termination of this Call Off Contract;

58.15.6. if hardship to the Supplier should arise from the operation of Clause 58.15 it shall be open to the Supplier to refer the circumstances to the Customer who, on being satisfied that such hardship exists shall make such allowance, if any, as in its opinion is reasonable and the decision of the Customer on any matter arising out of this Clause 58.15 shall be final and conclusive; and

58.15.7. subject to the operation of Clauses 58.15.3, 58.15.4, 58.15.5 and 58.15.6 termination of this Call Off Contract shall be without prejudice to any rights of either party that may have accrued before the date of such termination.

6. NHS ADDITIONAL CLAUSES

6.1 The following new Clause [59] shall apply:

59. [CODING REQUIREMENTS]

59.1. Unless otherwise confirmed and/or agreed by the Customer in writing and subject to Clause 59.2, the Supplier shall ensure comprehensive product information relating to each category of the Goods shall be placed by the Supplier into a GS1 certified data pool within the following timescales:

59.1.1. prior to or on the Call Off Commencement Date, in relation to all categories of Goods to be provided as part of the Call Off Contract as at the Call Off Commencement Date; or

59.1.2. where further categories of Goods are to be supplied in accordance with any Change, prior to or on the date of implementation of such Change.

59.2. Where it is not practical for whatever reason for the Supplier to comply with its obligations under Clause 59.1 within the timescales stated, the Supplier shall provide an implementation plan and suggested timetable within which the Supplier shall achieve such compliance. The implementation plan and suggested timetable must be submitted by the Supplier for agreement by the Customer prior to the first Delivery of relevant Goods under the Call Off Contract (such agreement not to be unreasonably withheld or delayed). Any failure by the Parties to agree such a timetable and implementation plan shall be referred to and resolved in accordance with Call Off Schedule 11: Dispute Resolution Procedure. Once a timetable and

implementation plan have been agreed by the Customer, the Supplier shall comply with such timetable and plan as a condition of this Call Off Contract.

- 59.3. Once product information relating to the Goods is placed by the Supplier into a GS1 certified data pool, the Supplier shall, during the Call Off Contract Period, keep such information updated with any changes to the product data relating to the Goods.

7. MOD ADDITIONAL CLAUSES

- 7.1 The definition of Call Off Contract in Schedule 1 (Definitions) to the Call Off Terms shall be replaced with the following:

7.1.1 **"Call Off Contract"** means this written agreement between the Customer and the Supplier consisting of the Call Off Order Form and the Call Off Terms and the MoD Terms and Conditions.

- 7.2 The following definitions shall be inserted into in Schedule 1 (Definitions) to the Call Off Terms:

- 7.3 **"MoD Terms and Conditions"** means the contractual terms and conditions listed in Schedule [...] which form part of the Call Off Terms:

7.3.1 **"Site"** shall include any of Her Majesty's Ships or Vessels and Service Stations; and

7.3.2 **"Officer in charge"** shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments.

- 7.4 The following clauses shall be inserted into Clause 2 of this Call Off Contract (Due Diligence):

7.4.1 The Supplier confirms that it has had the opportunity to review the MoD Terms and Conditions and has raised all due diligence questions in relation to those documents with the Customer prior to the Call Off Commencement Date.

7.4.2 Where required by the Customer, the Supplier shall take such actions as are necessary to ensure that the MoD Terms and Conditions constitute legal, valid, binding and enforceable obligations on the Supplier.

- 7.5 The following new Clause [60] shall apply:

60. [ACCESS TO MOD SITES]

- 60.1. In this Clause 60:

60.1.1. The Customer shall issue passes for those representatives of the Supplier who are approved for admission to the Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Customer and shall be surrendered on demand or on completion of the supply of the Goods and/or Services.

60.1.2. The Supplier's representatives when employed within the boundaries of a Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of personnel at that Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.

- 60.1.3. The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a Site. Sleeping accommodation and messing facilities, if required, may be provided by the Customer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's personnel for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible give his decision before the commencement of this Call Off Contract where so asked by the Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Customer and shall be obtained by the Supplier from the Officer in charge. Such certificate shall be presented to the Customer with other evidence relating to the costs of this Call Off Contract.
- 60.1.4. Where the Supplier's representatives are required by this Call Off Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in this Call Off Contract. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Customer shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas which is necessary for the purpose of this Call Off Contract shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge and, where so provided, shall be free of charge.
- 60.1.5. Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.
- 60.1.6. Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc. Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.
- 60.1.7. No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.
- 60.1.8. The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers'

cheques). If banking or other suitable facilities are not available, the Customer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made at the Site to which the Supplier's representatives are attached. All such advances made by the Customer shall be recovered from the Supplier.

7.6 The following new Call Off Schedule [17] shall apply:

CALL OFF SCHEDULE [17]: MOD DEFCONS AND DEFFORMS

The following MOD DEFCONS and DEFFORMs form part of this Call Off Contract:

DEFCONS













DEFCON No	Version	Description

DEFFORMs (Ministry of Defence Forms)

DEFFORM No	Version	Description

[insert text of applicable DEFCONS and DEFFORMs]

CALL OFF SCHEDULE 15: CALL OFF TENDER

 1.1.3 General - Xerox Final.docx	 1.1.4 General - Print SLAs KPIs Service Cre	 1.1.4 General - Xerox Final.docx	 1.2.3 Bulk Print - Xerox Final.docx	 1.2.4 Bulk Print BCDR - Xerox Final.docx	 1.3.3 Print Room - Xerox Final.docx
 1.4.3 Prisons - Xerox Final.docx	 1.6.3 Legacy - Xerox Final.docx	 1.7.3 Refresh - Xerox Final.docx	 1.8.3 Integration - Xerox Final.docx	 1.9.3 Management Reporting - Xerox Fin	 1.10.3 Support Services - Xerox Final.

CALL OFF SCHEDULE 16: PAYMENTS ON TERMINATION

1. PURPOSE OF SCHEDULE

- 1.1 This Call Off Schedule 16 (Payments on Termination) sets out the calculation of the Breakage Costs that may be paid by the Customer to the Supplier pursuant to Clause 48.2.
- 1.2 If this Call Off Contract is terminated for any reason other than pursuant to Clause 44.7 (Termination without Cause) or Clause 45.1 (Termination for Failure to Pay), no Breakage Costs shall be due to the Supplier and the following paragraphs of this Call Off Schedule 16 (Payments on Termination) shall not be applicable:
 - 1.2.1 paragraph 2 (Breakage Costs);
 - 1.2.2 paragraph 3 (Full and Final Settlement);
 - 1.2.3 paragraph 4 (Mitigation of Breakage Costs);
 - 1.2.4 paragraph 5 (Invoicing for the Payments on Termination);
 - 1.2.5 paragraph 6 (Set Off); and
 - 1.2.6 paragraph 7 (No Double Recovery).

2. BREAKAGE COSTS

- 2.1 In the event that the Customer terminates this Call Off Contract, in whole or part, pursuant to Clause 44.7 (Termination without Cause) on less than twelve (12) Months' notice or if the Supplier terminates this Call Off Contract pursuant to 45.1 (Termination for Failure to Pay) then, the Customer shall pay to the Supplier Breakage Costs in respect of costs incurred by the Supplier under any Sub-contracts solely and exclusively in respect of Services (other than the Catalogue Services) provided under this Call Off Contract which cannot be cancelled without losses being incurred where the following conditions apply:
 - 2.5.1 the Supplier and any relevant Sub-contractor have each used all reasonable endeavours to mitigate the losses;
 - 2.5.2 full disclosure of information to support the loss is provided; and
 - 2.5.3 no element of overhead recovery or profit is added to the loss.
- 2.2 No other termination or compensation payments shall be payable in relation to the termination or expiry of this Call Off Contract.

3. FULL AND FINAL SETTLEMENT

Any Breakage Costs paid in accordance with this Call Off Schedule 16 (Payments on Termination) shall be in full and final settlement of any claim, demand and/or proceedings of the Supplier in relation to any termination by the Customer pursuant to Clause 44.7 (Termination without Cause), and the Supplier shall be excluded from all other rights and remedies it would otherwise have been in respect of any such termination.

4. MITIGATION OF BREAKAGE COSTS

- 4.1 The Supplier agrees to take all reasonable steps to minimise and mitigate Breakage Costs by:
- 4.1.1 the appropriation of assets, employees and resources for other purposes. If such Assets, employees and resources can be used for other purposes then there shall be an equitable reduction in the Breakage Costs payable by the Customer or a third party to the Supplier; and
 - 4.1.2 in relation to contracts entered into with third parties, termination by the Supplier of those contracts at the earliest possible date without breach or where contractually permitted, and, where required by the Customer, assigning such contracts to the Customer or a third party acting on behalf of the Customer.

5. INVOICING FOR THE PAYMENTS ON TERMINATION

All sums due under this Call Off Schedule 16 (Payments on Termination) shall be payable by the Customer to the Supplier in accordance with the terms set out in Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).

6. SET OFF

For the avoidance of doubt, the Customer shall be entitled to set off any outstanding liabilities of the Supplier against any amount it pays in Termination Payments and Compensation Payments pursuant to this Call Off Schedule 16 (Payments on Termination) and in accordance with its rights set out in this Call Off Contract.

7. NO DOUBLE RECOVERY

- 7.1 If any payment pursuant to this Call Off Schedule 16 (Payments on Termination) relates to or arises in relation from (in whole or in part) any Transferring Assets then to the extent that the Customer makes any payments pursuant to Call Off Schedule 9 (Exit Management) in respect of such Transferring Assets then such amounts shall be deducted from the amount of compensation payable pursuant to this Call Off Schedule 16 (Payments on Termination).
- 7.2 The value of the Breakage Costs shall be reduced or extinguished to the extent that the Supplier has already received the Call Off Contract Charges or the financial benefit of any other remedy given under this Call Off Contract so that there is no double counting in calculating the relevant payment.